

MULTI-UNION AGREEMENT

BETWEEN

THE CITY OF PEORIA, ILLINOIS

AND

TEAMSTERS, CHAUFFEURS AND HELPERS
- LOCAL UNION 627

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
- LOCAL UNION 165

MID-CENTRAL ILLINOIS DISTRICT COUNCIL OF CARPENTERS
- LOCAL UNION 183

INTERNATIONAL BROTHERHOOD OF PAINTERS & ALLIED
TRADES
- DISTRICT COUNCIL 30/LOCAL UNION 157, AFL-CIO

UNITED ASSOCIATION
- STEAMFITTERS LOCAL UNION 353

Effective Date:	December 1, 2008
Expiration Date:	November 30, 2013

TABLE OF CONTENTS

<u>SECTION 1 – MASTER CONTRACT</u>	<u>PAGE #</u>
PREAMBLE	3
ARTICLE 1 – RECOGNITION	4
SECTION 1.1 – UNION RECOGNITION	
ARTICLE 2 – UNION RIGHTS	4
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	5
ARTICLE 4 – NON-DISCRIMINATION	5
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	5
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	
SECTION 5.8 - TIME LIMITS	
ARTICLE 6 – NO STRIKE AND NO LOCKOUT	7
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 – AGREEMENTS	8
SECTION 7.1 – AGREEMENTS	
SECTION 7.2 – COMMITTEES	
ARTICLE 8 – DRUG & ALCOHOL POLICY/FITNESS FOR DUTY	9
SECTION 8.1 – DRUG AND ALCOHOL FREE WORKPLACE	
SECTION 8.2 – PHYSICAL AND MENTAL FITNESS	
SECTION 8.3 – POLYGRAPH TEST	
SECTION 8.4 – EMPLOYEE ASSISTANCE PROGRAM	
ARTICLE 9 – SENIORITY	14
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	15
SECTION 10.1 – PROBATIONARY PERIOD	
SECTION 10.2 – ORIGINAL PROBATION	
SECTION 10.3 – PROMOTIONAL PROBATION	
ARTICLE 11 – LAYOFF AND RECALL	16
SECTION 11.1 – NOTICE	
SECTION 11.2 – PROCEDURE FOR LAYOFF/RECALL	
ARTICLE 12 – EMPLOYEE DISCIPLINE	16
SECTION 12.1 – EMPLOYEE DISCIPLINE	
ARTICLE 13 – RESIDENCY REQUIREMENT	17
SECTION 13.1. – RESIDENCY	
ARTICLE 14 – HOLIDAYS	18
SECTION 14.1 – HOLIDAYS	
SECTION 14.2 – HOLIDAY BENEFITS ELIGIBILITY	
SECTION 14.3 – TIME OFF/COMPENSATION	
ARTICLE 15 – PERSONAL DAYS	18
SECTION 15.1 – PERSONAL TIME CREDIT	
SECTION 15.2 – USE OF PERSONAL TIME	
ARTICLE 16 – VACATIONS	19

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 – DISABILITY BENEFIT	 20
SECTION 17.1- ACCRUAL	
SECTION 17.2 – USE	
SECTION 17.3 – ELIGIBILITY FOR PAY	
SECTION 17.4 – CERTIFICATION	
SECTION 17.5 – ABUSE OR EXCESSIVE USE OF SICK LEAVE	
SECTION 17.6 – ELIGIBILITY FOR ANNUAL GOOD ATTENDANCE INCENTIVE	
SECTION 17.7 - PAYMENT FOR UNUSED SICK LEAVE	
SECTION 17.8 – GOOD ATTENDANCE CAREER BUYBACK PLAN	
SECTION 17.9 - SICK LEAVE DONATION	
 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	 26
SECTION 22.1 – TREATMENT COSTS	
SECTION 22.2 – NOTICE OF EXPOSURE	

SECTION 22.3 – JOINT LABOR-MANAGEMENT HEALTH & SAFETY COMMITTEE	27
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 – DRIVERS’ LICENSE	
SECTION 24.2 – SERVICE OF NOTICE	
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 AND 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 LONGEVITY	30
SECTION 27.1 – RATES OF PAY	
SECTION 27.2 – PAY PERIODS/PAY DATES	
SECTION 27.3 – RETIREMENT HEALTH SAVINGS PLAN	
ARTICLE 28 – SPECIAL PAY	30
SECTION 28.1 – TUITION REIMBURSEMENT	
ARTICLE 29 – JOB BIDDING	31
SECTION 29.1 – JOB BIDDING	
SECTION 29.2 – TEMPORARY VACANCIES	
SECTION 29.3 – IMRF ELIGIBLE TEMPORARY EMPLOYEES	
ARTICLE 30 – SAVINGS	31
SECTION 30.1 – SAVINGS CLAUSE	
ARTICLE 31 – WAIVER	32

SECTION 31.1 – WAIVER

ARTICLE 32 – TERMINATION	33
--------------------------	----

APPENDIX A – CRAFTS & TRADES WAGES EFFECTIVE 12/1/08 THROUGH 11/30/13	34
--	----

SECTION 2 – WORK RULES AGREEMENTS

Operations & Maintenance Division Work Rules	WR-1
--	------

SECTION 3 – SIDELETTERS

Teamsters Local 627 Mechanics	SL-1
-------------------------------	-------------

Teamsters Local 627 Temporary Teamsters Representation	SL-3
--	-------------

Carpenters Local 183	SL-4
----------------------	-------------

Painters Local 157	SL-5
--------------------	-------------

Steamfitters Local 353	SL-7
------------------------	-------------

SECTION 1

MASTER CONTRACT

This Agreement, made and entered into this **28th** day of **July, 2009**, by and between Teamster Local 627, Laborers' Local 165, Carpenters' Local 183, Painters' District Council 30/Local 157, and Steamfitters Local 353 (hereinafter referred to individually and collectively as "the Union") and the City of Peoria (hereinafter "the City"). In order to facilitate collective bargaining and to achieve stability of wage rates and working conditions, the parties desire this to be a multi-union agreement established for the classes of employees referred to in Appendix A (Wages) herein. The parties recognize that each Union retains its status as exclusive representative of the employees for whom it is recognized by the City as bargaining agent. Neither Union has the authority to bind the other nor shall one be held liable for the acts of the other.

PREAMBLE

WHEREAS, the City and Union 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 promises 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 (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 and work sites of the City in order to meet with represented employees or to help resolve a dispute or problem. The Union will notify a member of management prior to a work site visit and make a reasonable effort not to disrupt the work of employees on duty. Notification of management will not be necessary for safety-sensitive issues.

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, the Union(s) agree(s) 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 **regarding the interpretation or application of any of the terms of this Agreement affecting employees or unions covered by 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:

Oral Discussion: If an individual employee, a group of employees, or the Union shall have a grievance against the City, it shall first be taken up in oral discussion with the supervisor involved, the steward and the aggrieved employee within ten (10) regular working days of the knowledge of an alleged violation. If a group of employees is involved, one (1) employee from that group shall participate in the oral discussion.

The discussion shall take place as soon as possible, and no later than five (5) regular working days from the request for oral discussion, to expedite disposition. The supervisor shall provide his verbal disposition at the conclusion of the discussion, and if not provided then, he shall provide his written disposition within the two (2) regular working days following the discussion.

Step 1. In the event that the grievance is not resolved through oral discussion, the aggrieved party through his/her shop steward shall deliver a written statement of the grievance to his/her manager within ten (10) regular working days of the oral discussion response. 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. A First Step grievance meeting shall be scheduled within five (5) regular working days of the manager's receipt of the written grievance. The grievant, shop steward, supervisor involved and the manager shall attend this meeting. The manager shall have ten (10) regular working days to give his or her written answer and a brief explanation of his/her reasons to the shop steward who presented the grievance and the grievant. Grievances not raised within the 10- ten regular working 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 appealed by the Union business representative to the Department Head within ten (10) regular working days 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. A Second Step grievance meeting shall be scheduled within ten (10) regular working days of receipt of the written grievance appeal by the Department Head, subject to the availability of all parties. The Second Step meeting shall be attended by the Union business representative or his designee, the shop steward, the grievant, the Department Head, manager and supervisor involved. The City Labor Relations Manager may also attend this meeting. The Department Head shall give his/her written answer and a brief explanation of his/her reasons to the Union business representative within ten (10) regular working days after the Second Step grievance meeting.

Step 3. If the written grievance as submitted in Step 2 has not been satisfactorily settled, it shall be appealed in writing by the Union's business 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) regular working days after the receipt of the answer in Step 2. A Third Step grievance shall be scheduled within ten (10) regular working days of receipt of the written appeal by the Human Resources Director. A Third Step hearing shall be scheduled within ten (10) working days of receipt of the written appeal by the Human Resources Director, subject to the availability of the parties. The Third Step hearing shall be attended by the Union business representative, the shop steward, the Human Resources Director, the Labor Relations Manager, the Department Head, and the manager. The Human Resources Director shall submit an answer with a brief explanation of his reasons to the Union's business representative within ten (10) regular working days after the close of the hearing.

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) regular working days 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) regular working days 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 further expedite the settlement of grievances, time limitations have been agreed upon. If there is no response from the Union within time limitations provided for in Steps 1, 2 and 3, the grievance shall be deemed to be waived; or if there is no response from the City to the Union within the time limitations provided in 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 provisions:

- 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 bonafide 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 **quarterly**, unless mutually agreed otherwise.

The committee shall be composed of up to five (5) bargaining unit representatives and five (5) City management personnel. In addition, the business representatives of each union, the Public Works Director and City Labor Relations Manager may also attend. The selection of bargaining unit representatives shall be done by the unions. The selection of management personnel shall be done by the City.

The purpose of the meetings is 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. **In no event shall the total lost time pay for union representatives' attendance at these meetings exceed ten (10) hours pay for each meeting.**

The Union co-chairperson of the committee shall provide the names of the bargaining unit personnel to attend such meeting to the City co-chairperson of the committee at least one (1) work day prior to the meeting.

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 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 referral 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, controlled substances or illegal 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.

No employee shall fail to report to their immediate Supervisor any known adverse side effects of over the counter medication(s) or prescription drugs which the employee is taking, and no employee shall be disciplined or discharged or otherwise prejudiced by reason of such disclosure.

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 follows:

1. As soon as practicable following an accident involving a City vehicle or equipment where the accident involved loss of human life, an injury requiring immediate medical treatment at an emergency or outpatient 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. Random testing - The CITY shall annually random test for alcohol 25% of the average number of employees. The CITY shall also annually random test for controlled substances 50% of the average number of employees.

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 drug and alcohol tests shall promptly comply with the order. Refusal to submit to such tests demanded after a determination by the City that reasonable suspicion exists to suspect that an employee is under the influence of alcohol or illicit drugs, 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;
- (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:
 - a. Initial screening test
 - b. 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

**Benzoylcegonine

***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 Deputy Director of Operations and Maintenance, or in his/her absence, the Director of Operations and Maintenance, 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 Director or Deputy Director 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 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 Deputy Director of Operations & Maintenance 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; or when the employee appears unable to perform the essential functions of the job, the employee may be requested by the Director or Deputy Director of Operations & Maintenance to submit to an examination by a physician without expense to the employee which shall only be for the purpose of determining his physical and mental condition relative to City employment.

Employees shall have the right to secure similar testing at their own expense from psychiatrists, psychologists or physicians of their own choosing. The employer and the employees shall only utilize the services of qualified, certified medical doctors, psychiatrists or psychologists. The parties agree to utilize the expedited arbitration services of the FMCS for settling any grievances arising under this Section regarding returning an employee to work.

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 evaluations, discipline or promotions. Participation in the program shall not be used as an excuse for his/her 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 member of the individual labor unions 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

the individual union. Such seniority date is subject to Section 9.3 below. Union seniority may be used for the purpose of shift assignments, job bidding, selection of time off, selection of vacation times and for lay-off/recall unless otherwise provided for in this Agreement.

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 provided annually to the Union.

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.

SECTION 10.2 - ORIGINAL PROBATION: At least twice during the probationary period (at **2** months and at **4** 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, period of light duty assignment or other approved breaks in service taken by the employee during the probationary period. If the cumulative break in service and/or period of light duty assignment during 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: The exact procedure for layoff/recall is different for each labor organization and is covered by Letters of Understanding or side agreements.

ARTICLE 12
EMPLOYEE DISCIPLINE

SECTION 12.1 - EMPLOYEE DISCIPLINE: The City shall use the principles of progressive **and corrective** 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) **Written** verbal warning
 - (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 disciplinary action imposed shall be removed from an employee's record based on the following time periods after the date of the discipline that have passed without the employee receiving subsequent discipline for like offense:**

• Written verbal warning	-	One (1) year
• Written reprimand	-	Two (2) years
• Disciplinary Suspension (less than five (5) workdays)	-	Three (3) years
• Disciplinary suspension (Five (5) or more workdays)	-	Remains on record

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.

On the effective date of this Agreement a current employee with less than five full years of Peoria city limits residence or a new employee hired on or after July 1, 2009 may elect to waive the Peoria city limits residence requirement by agreeing to forfeit 2% of his annual base salary for the time that remains on such Peoria city limits residence requirement. An employee who makes such election must complete a Waiver of Residency form at Human Resources prior to establishing the principal place of domicile outside the Peoria city limits. A probationary employee who elects to not establish Peoria city limits residency shall begin the five full year salary reduction period upon completion of the Waiver of Residency form.

An employee's unauthorized residency outside the city or county or twenty mile (20) mile radius from City Hall in violation of the **applicable** residency requirements **established above** 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. Except for the special pay rules for those on standby, all work on a holiday is paid at a rate of time and one half.

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 credited, may be carried over to the next year only if the employee schedules and uses it in the first quarter of the next year, and if not used, then it will be lost and no extra compensation paid.**

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</u>
			<u>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: Normally, all vacation leave shall be requested and approved in advance of the desired date. 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. No carry-over of vacation shall occur except for the following reasons:

1. The carry-over of accruals of 40 hours or less to the following year's entitlement shall be automatic.
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 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, death or exposure to contagious disease by a member of his immediate family.

Immediate family is defined as parents, spouse, children, grandchildren, grandparents, brothers and sisters, and in-laws. The term "in-laws" is defined as the parents, brothers and sisters, and children of the current spouse of the employee, and the son-in-law and daughter-in-law of the employee. 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 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, 2010 a non-probationary employee hired after December 31, 1999 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, 2000 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 RHS 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, 2000 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, 2009**, 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, 2010 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:

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

The amount of payment for unused sick leave for employees hired prior to 4/1/80 will be computed at the above percentage at their final salary. Payment for employees hired after 4/1/80 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:

1-125 hours	20%
126-255 hours	40%
256-380 hours	60%
381-607 hours	80%

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, 2000 who has more than 607 hours unused sick leave on January 1, 2010 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 provided the work connected illness or injury is of a temporary nature and there is reasonable expectation of a release to full duty within 120 calendar days. Light duty assignment for such work connected illness or injury may not exceed 120 calendar days. Regular employees shall not be displaced due to light duty assignments.

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 as defined in Section 17.2. 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 Unions 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 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.

All employees are eligible for overtime on a callout, unless they utilized sick leave on their last scheduled workday. Any employee ineligible due to sick leave usage, shall not be eligible for overtime until they have reported back to work on their next scheduled work shift.

Overtime which is scheduled during the workday, for the following day, shall be offered to those employees presently at work provided they are scheduled to and do work the entire work shift. If additional employees are needed for overtime, they will be called in using the eligibility requirements for an overtime callout.

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 **or** 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 according to the current practice of the parties 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.

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.

SECTION 22.3 – JOINT LABOR – MANAGEMENT HEALTH & SAFETY COMMITTEE:

The City agrees to maintain a Joint Labor-Management Health & Safety Committee. The committee shall be composed of three (3) representatives of management and three (3) representatives of the Unions. The Risk/Safety Manager may also participate on the committee in a non-voting status. The Union safety representatives will be selected by the Unions covered under this agreement. There will be management chairperson and a labor chairperson of the committee.

The committee's specific objectives shall be:

- a) To assist workers and the City to identify, record, examine, evaluate and resolve safety and health concerns in the workplace.
- b) To develop practical procedures and conditions to help achieve the highest possible degree of safety and health in the work place, and
- c) To promote education and training programs to develop detailed knowledge of safety and health concerns and responsibilities in each individual in the work place.

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:

James Dalluge
Mid-Central Illinois Regional Council
of Carpenters
Carpenters Local 183
1 Kalmia Way
Springfield, IL 62702

Frank Hovar
Great Plains Laborers' District Council
4208 W. Partridge Way, Unit 2
Peoria, IL 61615

Keith E. Gleason
Teamsters Local 627
7101 N. Allen Road
Peoria, IL 61614

Charles E. Anderson
Painters District Council #30
1905 Sequoia Dr., Ste. 201
Aurora, IL 60506

Charles Shempf, Jr.
Laborers Local 165
4509 N. Catalina
Peoria, IL 61614

Robert Lawless
Steamfitters Local 353
6304 W. Development Drive

Peoria, IL 61604

Michael P. Ehrat
Painters District Council #30, Local 157
400NE Jefferson, Ste 101
Peoria, IL 61603

NOTICE TO THE CITY SHALL BE ADDRESSED TO:

Joseph F. Smith
Labor Relations Manager
City of Peoria
419 Fulton St. - Room **302**
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 and the Fire Garage. 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: Effective January 1, 1994, the City shall establish a Section 125 Qualifying Cafeteria Plan (under Section 125 of the Internal Revenue Code) for employees represented by the five combined Unions. 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 continue to provide all clothing and safety equipment articles according to the current practice of the parties. Changes to the current practice are subject to individual union side agreements.

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 LONGEVITY

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

- A. Effective December 1, **2008**, the top rate of each pay classification shall be increased **3.0%**.
- B. Effective **December 1, 2009**, the top rate of each pay classification shall be increased **3.0%**.
- C. Effective December 1, **2010**, the top rate of each pay classification shall be increased **3.0%**.
- D. Effective December 1, **2011**, the top rate of each pay classification shall be increased **3.25%**.
- E. Effective **December 1, 2012** the top rate of each pay classification shall be increased **3.50%**.

In all cases **except for Maintenance Workers**, the probationary rate will be maintained \$0.30 below the top rate step. **Maintenance Workers shall receive pay class I Maintenance Worker rate during their probationary period.**

SECTION 27.2 - PAY PERIOD/PAY DATES: The pay periods and pay dates shall be published annually by the Personnel Department, and will be paid bi-weekly.

SECTION 27.3 - 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, 2010. 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, 2010 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.

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.

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 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. If the outside scale with fringe benefits changes during the temporary employee's period of employment with the City, the appropriate adjustment will be made.

SECTION 29.3 - IMRF ELIGIBLE TEMPORARY EMPLOYEES: Temporary employees who work for the City more than one thousand (1000) hours in a twelve (12) month period shall be enrolled in the Illinois Municipal Retirement Fund (IMRF). The employee shall 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 of the City (currently **13.71%** of the hourly pay/salary) for this pension shall be deducted from its pension, annuity, other funds or hourly wage contribution 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 **28th** day of **July, 2009**, 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 on the dates indicated below:

FOR THE UNIONS

_____ Teamsters Local 627	_____ Date
_____ Teamsters Local 627	_____ Date
_____ Laborers Local 165	_____ Date
_____ Laborers Local 165	_____ Date
_____ Painters District Council 30, Local 157	_____ Date
_____ Carpenters Local 183	_____ Date
_____ Steamfitters Local 353	_____ Date
_____ Great Plains Laborers District Council	_____ Date
_____ Steward, Teamsters	_____ Date
_____ Steward, Laborers	_____ Date
_____ Steward, Carpenters	_____ Date
_____ Steward, Painters	_____ Date
_____ Steward, Steamfitters	_____ Date

FOR THE CITY

_____ City Manager	_____ Date
_____ Human Resources Director	_____ Date
_____ Director of Public Works	_____ Date
_____ Labor Relations Manager	_____ Date
_____ Senior Attorney	_____ Date
_____ Superintendent – Facilities	_____ Date
_____ Manager- Street Division	_____ Date
_____ Manager- Fleet Services	_____ Date
_____ Manager – Traffic Operations	_____ Date

APPENDIX A

CRAFTS AND TRADES WAGES MAINTENANCE WORKERS (TEAMSTERS LOCAL 627 & LABORERS LOCAL 165)

<u>Service Date</u>	<u>Pay Class</u>	<u>Job Title</u>	<u>2007 Rate</u>	<u>12/1/2008</u>		<u>12/1/2009</u>	<u>12/1/2010</u>	<u>12/1/2011</u>	<u>12/1/2012</u>
After May 31, 2001	1	Maintenance Worker I	\$22.67	\$23.35	Maintenance Worker I	\$24.05	\$24.77	\$25.58	\$26.47
6/01/96-5/31/01	1	Maintenance Worker I	\$23.12	\$23.81	Maintenance Worker I	\$24.53	\$25.26	\$26.08	\$27.00
6/01/91-5/31/96	1	Maintenance Worker I	\$23.58	\$24.29	Maintenance Worker I	\$25.02	\$25.77	\$26.60	\$27.54
6/01/86-5/31/91	1	Maintenance Worker I	\$24.03	\$24.75	Maintenance Worker I	\$25.49	\$26.26	\$27.11	\$28.06
On or before May 31, 1986	1	Maintenance Worker I	\$24.49	\$25.22	Maintenance Worker I	\$25.98	\$26.76	\$27.63	\$28.60
After May 31, 2001	2	Maintenance Worker II	\$23.37	\$24.07	Maintenance Worker II	\$25.27	\$26.03	\$26.87	\$27.82
6/01/96-5/31/01	2	Maintenance Worker II	\$23.84	\$24.56	Maintenance Worker II	\$25.78	\$26.55	\$27.42	\$28.38
6/01/91-5/31/96	2	Maintenance Worker II	\$24.31	\$25.04	Maintenance Worker II	\$26.28	\$27.07	\$27.95	\$28.92
6/01/86-5/31/91	2	Maintenance Worker II	\$24.78	\$25.52	Maintenance Worker II	\$26.79	\$27.59	\$28.49	\$29.49
On or before May 31, 1986	2	Maintenance Worker II	\$25.24	\$26.00	Maintenance Worker II	\$27.30	\$28.12	\$29.03	\$30.05
After May 31, 2001	3	Maintenance Worker III	\$23.82	\$24.53	Maintenance Worker III	\$26.21	\$27.00	\$27.88	\$28.85
6/01/96-5/31/01	3	Maintenance Worker III	\$24.30	\$25.03	Maintenance Worker III	\$26.73	\$27.54	\$28.43	\$29.43
6/01/91-5/31/96	3	Maintenance Worker III	\$24.77	\$25.51	Maintenance Worker III	\$27.25	\$28.07	\$28.98	\$30.00
6/01/86-5/31/91	3	Maintenance Worker III	\$25.25	\$26.01	Maintenance Worker III	\$27.78	\$28.62	\$29.55	\$30.58
On or before May 31, 1986	3	Maintenance Worker III	\$25.73	\$26.50	Maintenance Worker III	\$28.30	\$29.15	\$30.10	\$31.16
After May 31, 2001	4	Maintenance Worker IV	\$24.71	\$25.45	Crew Chief	\$27.52	\$28.35	\$29.27	\$30.29
6/01/96-5/31/01	4	Maintenance Worker IV	\$25.20	\$25.96	Crew Chief	\$28.07	\$28.91	\$29.85	\$30.90
6/01/91-5/31/96	4	Maintenance Worker IV	\$25.69	\$26.46	Crew Chief	\$28.62	\$29.48	\$30.44	\$31.51
6/01/86-5/31/91	4	Maintenance Worker IV	\$26.19	\$26.98	Crew Chief	\$29.17	\$30.05	\$31.03	\$32.11
On or before May 31, 1986	4	Maintenance Worker IV	\$26.68	\$27.48	Crew Chief	\$29.73	\$30.62	\$31.61	\$32.72
After May 31, 2001	5	Crew Chief	\$25.94	\$26.72		n/a	n/a	n/a	n/a
6/01/96-5/31/01	5	Crew Chief	\$26.46	\$27.25		n/a	n/a	n/a	n/a
6/01/91-5/31/96	5	Crew Chief	\$26.98	\$27.79		n/a	n/a	n/a	n/a
6/01/86-5/31/91	5	Crew Chief	\$27.50	\$28.33		n/a	n/a	n/a	n/a
On or before May 31, 1986	5	Crew Chief	\$28.02	\$28.86					

NOTE: EFFECTIVE DECEMBER 1, 2009 MAINTENANCE WORKER II AND III WILL BE COMBINED TO MAINTENANCE WORKER II-PAY CLASS 2, MAINTENANCE WORKER IV SHALL BE RECLASSIFIED TO MAINTENANCE WORKER III – PAY GRADE 3; AND CREW CHIEF PAY RATE SHALL BE PAY CLASS 4.

MECHANICS

LOCAL 627 TEAMSTERS

<u>Service Date</u>	<u>Pay Class</u>	<u>Job Title</u>	<u>Rate</u>	<u>12/1/2008</u>	<u>12/1/2009</u>	<u>12/1/2010</u>	<u>12/1/2011</u>	<u>12/1/2012</u>
After May 31, 2001		Equipment Mechanic	\$25.02	\$25.77	\$26.54	\$27.34	\$28.23	\$29.22
6/01/96-5/31/01		Equipment Mechanic	\$25.52	\$26.29	\$27.07	\$27.89	\$28.79	\$29.80
6/01/91-5/31/96		Equipment Mechanic	\$26.02	\$26.80	\$27.60	\$28.43	\$29.36	\$30.38
6/01/86-5/31/91		Equipment Mechanic	\$26.52	\$27.32	\$28.14	\$28.98	\$29.92	\$30.97
On or before May 31, 1986		Equipment Mechanic	\$27.03	\$27.84	\$28.68	\$29.54	\$30.50	\$31.56
After May 31, 2001		Equipment Mechanic Crew Chief	\$26.38	\$27.17	\$27.99	\$28.83	\$29.76	\$30.80
6/01/96-5/31/01		Equipment Mechanic Crew Chief	\$26.91	\$27.72	\$28.55	\$29.41	\$30.36	\$31.42
6/01/91-5/31/96		Equipment Mechanic Crew Chief	\$27.43	\$28.25	\$29.10	\$29.97	\$30.95	\$32.03
6/01/86-5/31/91		Equipment Mechanic Crew Chief	\$27.96	\$28.80	\$29.66	\$30.55	\$31.55	\$32.65
On or before May 31, 1986		Equipment Mechanic Crew Chief	\$28.49	\$29.34	\$30.23	\$31.13	\$32.14	\$33.27
After May 31, 2001		Fire Mechanic	\$24.90	\$25.65	\$26.42	\$27.21	\$28.09	\$29.08
6/01/96-5/31/01		Fire Mechanic	\$25.52	\$26.29	\$27.07	\$27.89	\$28.79	\$29.80
6/01/91-5/31/96		Fire Mechanic	\$26.02	\$26.80	\$27.60	\$28.43	\$29.36	\$30.38
6/01/86-5/31/91		Fire Mechanic	\$26.52	\$27.32	\$28.14	\$28.98	\$29.92	\$30.97
On or before May 31, 1986		Fire Mechanic	\$27.03	\$27.84	\$28.68	\$29.54	\$30.50	\$31.56
After May 31, 2001		Fire Mechanic Crew Chief	\$26.38	\$27.17	\$27.99	\$28.83	\$29.76	\$30.80
6/01/96-5/31/01		Fire Mechanic Crew Chief	\$26.91	\$27.72	\$28.55	\$29.41	\$30.36	\$31.42
6/01/91-5/31/96		Fire Mechanic Crew Chief	\$27.43	\$28.25	\$29.10	\$29.97	\$30.95	\$32.03
6/01/86-5/31/91		Fire Mechanic Crew Chief	\$27.96	\$28.80	\$29.66	\$30.55	\$31.55	\$32.65
On or before May 31, 1986		Fire Mechanic Crew Chief	\$28.49	\$29.34	\$30.23	\$31.13	\$32.14	\$33.27

CARPENTERS LOCAL 183

<u>Service Date</u>	<u>Pay Class</u>	<u>Job Title</u>	<u>Rate</u>	<u>12/1/2008</u>	<u>12/1/2009</u>	<u>12/1/2010</u>	<u>12/1/2011</u>	<u>12/1/2012</u>
After May 31, 2001		Carpenter	\$25.32	\$26.08	\$26.86	\$27.67	\$28.57	\$29.57
6/01/96-5/31/01		Carpenter	\$25.82	\$26.59	\$27.39	\$28.21	\$29.13	\$30.15
6/01/91-5/31/96		Carpenter	\$26.33	\$27.12	\$27.93	\$28.77	\$29.71	\$30.75
6/01/86-5/31/91		Carpenter	\$26.84	\$27.65	\$28.47	\$29.33	\$30.28	\$31.34
On or before May 31, 1986		Carpenter	\$27.34	\$28.16	\$29.01	\$29.88	\$30.85	\$31.93
After May 31, 2001		Lead Carpenter	\$26.60	\$27.40	\$28.22	\$29.07	\$30.01	\$31.06
6/01/96-5/31/01		Lead Carpenter	\$27.13	\$27.94	\$28.78	\$29.65	\$30.61	\$31.68
6/01/91-5/31/96		Lead Carpenter	\$27.66	\$28.49	\$29.34	\$30.22	\$31.21	\$32.30
6/01/86-5/31/91		Lead Carpenter	\$28.19	\$29.04	\$29.91	\$30.80	\$31.81	\$32.92
On or before May 31, 1986		Lead Carpenter	\$28.72	\$29.58	\$30.47	\$31.38	\$32.40	\$33.54

PAINTERS – LOCAL 157

<u>Service Date</u>	<u>Pay Class</u>	<u>Job Title</u>	<u>Rate</u>	<u>12/1/2008</u>	<u>12/1/2009</u>	<u>12/1/2010</u>	<u>12/1/2011</u>	<u>12/1/2012</u>
After May 31, 2001		Painter	\$24.02	\$24.74	\$25.48	\$26.25	\$27.10	\$28.05
6/01/96-5/31/01		Painter	\$24.50	\$25.24	\$25.99	\$26.77	\$27.64	\$28.61
6/01/91-5/31/96		Painter	\$24.98	\$25.73	\$26.50	\$27.30	\$28.18	\$29.17
6/01/86-5/31/91		Painter	\$25.46	\$26.22	\$27.01	\$27.82	\$28.73	\$29.73
On or before May 31, 1986		Painter	\$25.94	\$26.72	\$27.52	\$28.35	\$29.27	\$30.29
After May 31, 2001		Traffic Painter	\$25.23	\$25.99	\$26.77	\$27.57	\$28.47	\$29.46
6/01/96-5/31/01		Traffic Painter	\$25.74	\$26.51	\$27.31	\$28.13	\$29.04	\$30.06
6/01/91-5/31/96		Traffic Painter	\$26.24	\$27.03	\$27.84	\$28.67	\$29.61	\$30.64
6/01/86-5/31/91		Traffic Painter	\$26.74	\$27.54	\$28.37	\$29.22	\$30.17	\$31.23
On or before May 31, 1986		Traffic Painter	\$27.25	\$28.07	\$28.91	\$29.78	\$30.74	\$31.82

STEAMFITTERS – LOCAL 353

<u>Service Date</u>	<u>Pay Class</u>	<u>Job Title</u>	<u>Rate</u>	<u>12/1/2008</u>	<u>12/1/2009</u>	<u>12/1/2010</u>	<u>12/1/2011</u>	<u>12/1/2012</u>
After May 31, 2001		Mechanical Systems Maintenance Worker	\$29.92	\$30.82	\$31.74	\$32.69	\$33.76	\$34.94

Note: Probationary rate is \$0.30 below the rate as stated in 27.1

SECTION 2

WORK RULE AGREEMENT

WORK RULE AGREEMENT
Between
City of Peoria-Operations & Maintenance Divisions
and Teamster Union-Local 627 & Laborers Union – Local 165

These work rules are designed to cover and apply to all employees (Teamsters, Laborers, and Maintenance Workers) in the Operations & Maintenance Division. To this end, the term employee has been used and should be read as including Teamsters, Laborers, and Maintenance Workers. However, portions of these work rules are only applicable to certain designated employees. In those circumstances, the work rules designate applicability by indicating the group of employees to which they apply. Teamsters, as applied in the work rules, refers to those Teamster employees hired prior to July 1, 1994.

ARTICLE I - PERSONNEL RULES

All personnel rules of the City of Peoria shall apply to all employees to the extent they do not conflict with a specific provision of the master agreement or these work rules.

ARTICLE II - UNION MEMBERSHIP

Hirees will be obligated to join their respective Union in accordance with the terms of the Master Agreement.

ARTICLE III - HIRING

Section 1.

Temporary employees may apply and be considered for permanent employment. Temporary maintenance worker employees may be hired from both the Local #627 Teamster and Local #165 Laborer union halls **and applicants from the general public.** The City's practice of first considering previous temporary employees for re-hire will be continued. If additional individuals are needed to fill the vacancies, the Unions shall make equal referrals for consideration **with any other applicants.** Temporary employees will not be used to circumvent the normal hiring process for permanent or conditional employees. The City will attempt to maintain a cumulative ratio in the Streets/Sewers, Traffic and Facilities Operations Divisions of two (2) laborers to one (1) teamster for temporary employees hired whenever qualified applicants are available. Qualifications, in this case, include the topics of skill, ability, verifiable work experience and may also include race and gender requirements. No current temporary employee shall be terminated for the sole purpose of attempting to maintain the hiring ratio. **Except for the snow season hiring period (9/15 - 2/01) wherein having a valid CDL-B license on date of hire may be required,** a temporary employee **hired at any time outside of the snow season hiring period** must obtain or have a CDL-B written permit during his first thirty (30) calendar days of employment and a CDL-B license within sixty (60) calendar days after his date of hire in order to continue employment. A temporary employee may be granted a thirty (30) calendar day extension on the CDL-B license requirement, provided that he can demonstrate that he has attempted to pass the CDL-B driving test at least once during his first sixty (60) calendar days of employment, and has another CDL-B driving test **scheduled prior to the end of the extension period.**

Section 2.

Temporary employees paid outside scale will receive no holiday pay, sick leave or fringe benefits that regular City employees receive. When a temporary employee is assigned a job that runs into overtime, he/she will remain on the job. Job continuation shall be limited to a two (2) hour period.

A temporary employee being trained on snow routes shall not be paid overtime until he/she has worked at least forty (40) hours during the workweek. Temporary employees shall not be eligible for snow removal job continuation overtime unless there are no qualified full time, regular employees available on the shift or able to report for duty by the end of the shift, to perform the snow removal.

Temporary employees who work for City more than one thousand (1000) hours in a twelve (12) month period shall be enrolled in the Illinois Municipal Retirement Fund (IMRF). The employee shall 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 of the City (currently **13.71%** of hourly pay/salary **in 2009**) for this pension shall be deducted from its pension, annuity, other funds or hourly wage contribution in the outside scale labor agreement.

Section 3.

a) Conditional employees may be hired to fill vacancies of employees that are on disability or extended leave. These employees will accrue vacation, personal leave, sick leave, and seniority as any other permanent employee for the time that he fills such vacancy. Permanent conditional employees shall be laid off by seniority. Such layoff will permit the employee to return to temporary status as an option. Vacation, sick leave and personal time accrued in a conditional employee status will be paid when such employee is laid off and/or returned to temporary employee status. If there is more than one probationary conditional employee, the City of Peoria shall choose who will be laid off. He/she will then be recalled with the first vacancy that is filled. There shall be a time limit of two years for recall.

b) Vacated budgetary positions for employees will be filled at the prerogative of the Director Public Works.

Section 4.

Permanent and conditional vacancies may be filled by the transfer of a qualified permanent employee to a different functional unit, a qualified temporary employee, or a new hire. Permanent or conditional vacancies filled by qualified permanent or temporary employees may be filled by employees from either labor union. A qualified permanent or temporary employee selected to fill a permanent or conditional vacancy who is not a member of the same union as the previous employee who held the vacated position may be required, for the purpose of attempting to maintain the hiring ratio, to join the same union of that previous employee in that vacated position as a condition of accepting the position. Should the vacancy be filled by a new hire, the individual must be a member of, or join, the same union as the previous employee. The City will attempt to maintain a ratio of two (2) teamsters to one (1) laborer for permanent positions and conditional vacancies whenever qualified candidates are available.

ARTICLE IV - HOURS OF WORK

Section 1.

A) The day shift shall run Monday through Friday, starting at 7:30 a.m. and ending at 4:00 p.m. in the Operations & Maintenance Division. These days and hours may be changed, with the concurrence of the Business Representatives/Field Representative. Crews shall not report to the yard earlier than 15 minutes before quitting time or leave the yard later than 15 minutes after starting time unless so specified by their supervisor. Any leave shall be paid only when an employee calls 30 minutes prior to the start of his/her shift.

B) If a thirty (30) minute lunch period is taken, the lunch period shall start when the equipment or personnel leave the job and end when the employee returns to the job. The total time away from the job site shall not be in excess of thirty (30) minutes. The lunch period may be assigned with no overtime pay between the hours of 11:00 a.m. and 1:00 p.m. During the ten (10) hour shift, employees shall take a twenty (20) minute paid lunch break between the hours of 11:00 a.m. and 1:00 p.m.

C) All hourly employees including temporary who are required to work overtime shall be paid the rate of time and one-half. When ten (10) hour shifts are in effect, overtime will be paid after ten (10) hours.

Section 2.

A) For purposes of vacation and personal leave scheduling, Streets supervisors may limit the number of employees off to **five (5)** per day during the period from May 1st through September 30th or during any other emergency situations. Teamsters hired prior to July 1, 1994 will be limited to **two (2)** of those **five (5)** vacation/personal leave slots, and maintenance workers from the Laborers and Teamsters Unions will have the remaining slots. During the period from October 1 through April 30, the number of vacation/personal leave slots will be limited to a total of **ten (10)** per work day, **of** which Teamsters hired prior to July 1, 1994 **will have four (4) slots** and maintenance workers from the Laborers and Teamsters Unions **will have six (6) slots**. Vacation/personal leave slots not used by one group on a given work day will be available for the other group to utilize. Bargaining unit seniority will be used to determine vacation schedule separately between the Teamsters hired prior to July 1, 1994 and the remaining employees. It is recognized that during deer season and the Christmas holiday period that the City will permit additional vacation/personal leave beyond the established limits to be taken, provided the efficiency of the department can be maintained. Should a snow emergency be anticipated on a given work day the City reserves the right to deny vacation/personal leave requests below the established limits in order to efficiently handle the snow emergency

B) For purposes of vacation and personal leave scheduling when the Streets/Sewers Division is comprised only of Maintenance Workers, Streets supervisors may limit the number of maintenance workers off to six (6) per day during the period from May 1st through September 30th or during any other emergency situations. Bargaining unit seniority will be used to determine vacation schedule.

C) A vacation schedule calendar will be in the Streets/Sewers Supervisor's office and the Facilities Operations and Traffic Operations offices as of January 2 each year. Employees wishing to take a vacation must complete a vacation selection request form and register his vacation date or dates with the supervisor. Bargaining unit seniority will be used in determining vacation dates. Bumping by seniority will not be permitted after March 31 of each year and vacation selection will be on a first come, first serve basis.

D) Facilities Operations and Traffic Operations supervisors may limit the number of employees covered under these work rules off to one (1) per day. Bargaining unit seniority will be used in selecting all vacation and personal leave before any leave is approved.

E) All non-emergency (planned) leaves in Facilities Operations and Traffic Operations shall be normally

requested three (3) working days before the day requested off, except that personal leave shall normally be requested one (1) day in advance, and for Streets/Sewers the request for non-emergency (planned) leave or personal leave shall normally be requested at least one (1) day in advance of the day requested off. Recognizing that there may be circumstances other than emergency leaves where less than normal leave request notice can be provided by an employee and the employee has provided as much advance notice as practical, a leave request with less notice will be given the same consideration as a leave request with normal notice whenever the compliment of employees scheduled for vacation and personal leave on a given workday is not full. Requests for leave for one (1) week or more shall be made a minimum of one month before the requested time off.

F) Emergency leave (unplanned) shall normally be paid only when an employee notifies management 30 or more minutes prior to the start of his/her shift. Emergency leave should be limited to a situation that, due to unforeseen circumstances and not negligence of the employee, calls for immediate action with little or no deliberation on the part of the employee.

Section 3.

The night shift, if designated of eight (8) hours duration, may be worked; forty (40) hours shall constitute a work week. The night shift shall be paid for their thirty (30) minute lunch period. The night shift shall commence on Sunday night at 10:30 p.m. with the last day worked ending on Friday at 6:30 a.m.

ARTICLE V – EQUIPMENT

Section 1.

Any equipment that is purchased by the City of Peoria that is operated by employees and is of a new type and has never been used before by these Divisions will have a negotiated pay rate (with the Union and City of Peoria) for the employee using this equipment. The class so negotiated will be retroactive to the time the equipment was first put into service.

All equipment under control of Streets/Sewers over 26,000 GVW rating will be driven by teamster qualified personnel during regular and overtime hours. It is understood that other employees covered under this work rule agreement may be assigned such equipment when no such qualified teamster with a seniority date earlier than July 1, 1994 is available for the assignment, or for the purpose of training on such equipment.

Section 2.

a) Any routine maintenance of heavy equipment, except as outlined below, shall be assigned at the prerogative of Streets/Sewers supervisory personnel.

b) The mechanics of the Equipment Division will replace the blades of the brush chipper.

c) Employees of the Street Maintenance Division may perform routine and preventive maintenance on the road grader. They may also make minor adjustments that are necessary to this machine.

d) All mechanical and hydraulic repairs will be done by the mechanics of the Equipment Division.

e) The cutting of traffic loops will no longer be exclusively assigned to employees covered under these work rules.

Section 3.

a) Materials purchased by Operations & Maintenance Division are for use on public projects. None of the materials or equipment will be used on or for the benefit of private property or persons. Exceptions to this rule are, but not limited to, the following: weed and litter complaints on private property for billing, construction work under forced assessment for billing and any directive in writing from a Public Works supervisor to a crew chief. If there is a question as to whether the job is legitimate, the job will be accomplished and formal complaint registered at the completion of the work day.

b) When Operations & Maintenance personnel have an alleged violation of City rules, they will be allowed to make a written statement within 72 hours of the alleged violation. Stenographic services from the Operations & Maintenance office or the Director of Public Work's office may be used for this purpose.

Section 4.

A piece of operating equipment, when not in use by Streets/Sewers may be loaned out to other divisions with an operator for their use. Any truck over 10,000 GVW rating shall be driven by a teamster employee or maintenance worker when loaned to another Division unless employees in that division are qualified to operate trucks over 10,000 GVW and are performing duties within the assigned scope of work of the functional unit. Any truck over 10,000 GVW rating shall be driven by a teamster or a maintenance worker with the proper driver's license.

A piece of operating equipment when not in use by Streets/Sewers may be loaned out for City community/civic events, e.g., PACE, City Hall in the Mall, voluntary neighborhood cleanup projects. In such instances, the City will have advance discussion with the Union concerning the time(s), date(s), and purpose of an event, and the availability of a qualified and properly licensed volunteer to operate such equipment. Such equipment will not be utilized by any person not covered under this work rule agreement for the purpose of performing paid or contracted work assignments during such event. Any deviation concerning the use of operating equipment at a City community/civic event must be mutually agreed to by the Union.

Section 5.

a) An operator may be reassigned from one piece of equipment to another as often as is necessary for efficient operations; provided that one operator at a job site will not be assigned to alternate between two or more pieces of equipment which are currently assigned to multiple operators except where the work involved operating the second piece of equipment does not exceed one (1) hour during the work shift. The supervisor will meet in advance with the shop stewards and discuss any assignments to a job site where multiple equipment operation by an operator is scheduled.

b) When four (4) spreader trucks or haul trucks are operating and loading is required, the drivers of those vehicles may load his/her own truck and will be paid operators rate of pay. When five (5) or more bulk spreaders or haul trucks are operating, an end loader operator will be utilized. Should the Public Works Director or his designee determine to not initiate salt spreading operations or to discontinue such operations during a snow storm schedule end loader operators may be reassigned from the storage yards to operate end loaders or trucks for snow plowing purposes, and any loading of trucks by drivers, not to exceed four (4) trucks, may be performed on an as needed basis at the operators rate of pay.

Section 6.

Employees will be trained and qualified on equipment within their pay classification **for daily assignment purposes in accordance with Article VIII, Section 2** and as backup personnel when their seniority would call for them to operate higher rated equipment.

ARTICLE VI – OVERTIME

Section 1.

a) When overtime within a functional unit occurs, it will first be offered to all employees within that functional unit that are covered by the maintenance worker concept and qualified to do the work. For overtime purposes, functional units are defined as Streets/Sewers, Facilities Operations, Traffic Operations, Garage, and Fire Garage. Overtime within a functional unit will be offered by seniority and qualifications to employees in the functional unit as follows: 1) Traditional teamster work will be offered first to teamsters hired prior to July 1, 1994; and 2) Any other work, including traditional teamster work not assigned in (1), will first be offered to maintenance workers in the laborers and teamsters unions, and secondly to teamsters hired prior to July 1, 1994 within the functional unit who were not offered an overtime opportunity. If additional personnel are still needed, overtime may be assigned to individuals outside of the functional unit within their traditional work jurisdiction. Overtime will be assigned to employees qualified for the work by these divisions. The assignment will be made on a basis beginning with the most senior employees, and working down the seniority list by qualifications. Employees must be qualified to operate equipment or perform work functions during normal hours of operation to be eligible to do that work on overtime. An employee who has not qualified, has been disqualified or does not have the skills to qualify is not eligible for these overtime opportunities.

Snow removal of streets and parking lots shall be performed by the Streets & Sewers as provided above. This would not preclude any existing outside agreements (e.g. Park District plowing) when every available person is working, nor will this preclude the assignment to Facilities division employees when all Streets & Sewers division personnel are working.

b) Certain emergency conditions (tornado, windstorm, flood, snowstorm) may arise to require a splitting of the employees into crews for "around the clock" operation. This may be done with the scheduling done by the Streets/Sewers' supervisors. When an emergency condition is declared, assignment to work overtime is mandatory.

c) It shall be the employee's responsibility to carry his/her share of the overtime work, as well as, his/her right to receive his/her share of the overtime pay. When a sufficient number of employees do not respond to the initial call from the top of the seniority list down, another call by qualifications will be made from the bottom of the seniority up until sufficient manpower responds. This second call will be an order. Individuals who do not inform supervision that they were sick when they refused the first offer of overtime may be subject to disciplinary action if they refuse the order to report to work.

d) When an employee or crew is assigned to a job that runs into overtime, this employee or crew will remain on the job. When overtime for a job is known and scheduled at the start of the shift, the most senior qualified employee will be offered the job at the start of the shift. Job continuation is defined as it relates to the equipment performing the particular function-i.e., grader blading asphalt or sweeper sweeping in front of sealcoating. There shall be a two (2) hour limit on this time and up to an additional thirty (30) minutes for travel time will be permitted.

e) Employees may be called into work two (2) hours prior to the starting of their shift without any consideration of the day shift employees. The employees on this call-out shall be called into work by seniority and qualifications. If, during the day shift, more than two (2) hours of overtime is anticipated, the night shift shall be called in by seniority and qualifications.

f) Employees on sick leave are not eligible for overtime work until they have reported back to work on their **scheduled** shift. **However, if a 12-hour A/B shift is scheduled, an employee on sick leave is eligible for the overtime.** Authorized leave begins at the beginning of the next scheduled shift.

Section 2.

If the overtime requirement exceeds the number of employees available within a functional unit, the additional maintenance workers will be called in by seniority in the following manner:

- a. Streets/Sewer, Traffic Operations, Facilities Operations
- b. Traffic Operations, Facilities Operation, Streets/Sewer
- c. Facilities Operations, Traffic Operations, Streets/Sewer
- d. Furniture Moves: Facilities Operations, Streets/Sewer, Traffic Operations
- e. Special Events: Barricade Person, Traffic Operations, Streets/Sewers, Facilities Operation
- f. Paint Striping: Employees assigned to Paint Striping Crew, Traffic Operations, Facilities Operation, Streets/Sewer

If additional personnel are still needed, then management will start (and continue in reverse seniority) with the junior qualified maintenance worker in the primary division and require him/her (or them) to come into work, and if additional personnel are still needed, by teamsters in reverse seniority.

Section 3.

An employee is not qualified for overtime if one of the following circumstances exist:

- a) The employee is physically unable or untrained to perform the task.
- b) **As stated in Section 1(f) of this Article.**

Section 4.

No employee will be required to work more than 16 continuous hours. After working 16 continuous hours, an employee must be off eight hours before returning to work.

ARTICLE VII - CLASSIFICATION AND ASSIGNMENTS

Section 1.

A) Each employee must have a **pay** classification to determine his/her pay while on authorized leave. In order for an employee to qualify for a **pay** classification, he/she must have worked no less than 800 hours in the preceding calendar year in that classification. When determining classification, snow and ice work will not be figured as Class 4, but rather, as Class 2. When driving a tandem truck during a snow **or** ice storm the driver will be credited with Class 3. Once an employee qualifies for a **pay** classification that shall be his/her classification unless he/she later qualifies at a higher **pay** classification.

Effective December 1, 2009 an employee who has qualified for a pay classification shall be given the opportunity to certify for proficiency in that pay classification. Once such proficiency is certified the employee shall receive the rate of the pay classification for both paid leave and hours worked, except when assigned to higher rated work. No employee shall have his pay rate reduced when temporarily assigned to lower rated work. However, an employee who bids and is permanently assigned to lower

rated work shall receive the rate of such bid assignment. An employee assigned to higher rated work than his pay classification, except for training purposes, shall be paid at the higher rate for time worked in the higher rated pay classification.

- 1) An employee with a pay classification established shall be "grandfathered" for leave pay purposes, and upon successfully passing operator proficiency testing for assignments and/or equipment noted in Article VIII, Section 1 shall receive pay for both leave and hours worked in that classification.
- 2) Equipment assigned for daily assignments in a pay classification shall remain as outlined in Article VIII, Section 2 of this Article, and assignments shall be made by seniority and qualifications consistent with Article VII, Section 1(C) first to Teamsters hired prior to 07/01/94 and then to Maintenance Workers. Equipment assigned for proficiency testing is not intended to change this. Proficiency testing shall be provided by seniority.
- 3) An employee being trained on a piece of equipment and/or assignment for proficiency purposes shall be assigned with an experienced operator in the appropriate pay classification during such training. A crew chief may train a seniority employee provided that no proficient maintenance worker in the pay classification is displaced or otherwise assigned to lower rated work. Proficiency training shall first be comprised of the performance of assignments in a setting similar to a regular work assignment, and/or the operation of equipment in a simulated work environment. After a reasonable "break in" period for the assignment/equipment operation an on-the-job proficiency test shall be administered by the experienced operator and the employee's supervisor. Proficiency shall be determined by the satisfactory performance of the assignment and/or operation of the equipment. Final determination of proficiency certification shall be made by the supervisor.
- 4) An employee who fails a proficiency test will be given additional training and opportunities to pass such test.
- 5) An employee is expected to give his best effort to become proficient on the pieces of equipment outlined in his classification, and the City is obligated to make its best effort to provide satisfactory training.
- 6) Proficiency for the purpose of certification is defined as the demonstrated skill and ability to satisfactorily operate required equipment and/or perform required assignments within the employee's regular pay classification.
- 7) An employee may also receive proficiency certification for an assignment and/or equipment operation through a review of past assignments and equipment operation records. The employee should provide a written request to management of the assignments/ equipment believed to proficient in and any substantiating records or documentation. In such case, management will make the proficiency determination and notify the employee of that determination.
- 8) A copy of proficiency certification for an assignment/operation of equipment shall be provided the employee and maintained in the employee's training file at the Public Works Department.

B) Teamsters hired prior to July 1, 1994 shall not be permitted to voluntarily work in a pay classification lower than their permanent classification unless all available work in their permanent classification has been assigned.

C) Daily assignments to pay classification will be done based on seniority and qualifications. Specific assignments within a classification are at the discretion of management.

Section 2.

When required for efficient operations, the City may assign an employee to perform work of a lower rate than the employee's seniority would make him/her eligible to perform. In such instances, the employee will be paid the rate that his/her seniority calls for that day. **On the effective date of this Agreement, an employee in the pay classifications of Maintenance Worker III and IV temporarily given a daily assignment from his pay classification to a lower rated pay classification shall, by seniority on the haul truck sign-up sheet, be assigned to a haul truck in the Maintenance Worker II classification as a daily assignment, if such work is available and necessary, before being given another specific assignment in the lower-rated pay classification.**

During the 1st week of April 2010 each year thereafter a haul truck assignment sign-up sheet shall be posted for employees in pay classifications of Maintenance Worker III and IV to provide the opportunity to select the haul truck assignment when assigned to Maintenance Worker II work. An employee who selects such assignment shall do so until the following April 1st.

Section 3.

The following assignments are the traditional work jurisdictions between teamsters and laborers. These divisions should be reviewed by both parties involved. They should be used as guidelines and not firm resolutions. Laborers regardless of hire date and Teamsters hired after July 1, 1994 are considered Maintenance Workers. They will perform assignments in both work jurisdictions as required throughout the workday to allow for all skills and abilities of all employees to be utilized to perform available work safely in the most efficient manner. The columns Laborer, Teamster and Either apply to the Maintenance Worker.

It is understood that a maintenance worker with a daily assignment in Pay Class 4 has a primary responsibility to operate the equipment assigned. When not operating such equipment a maintenance worker shall perform secondary crew duties as assigned. Examples of such secondary duties include moving cones and barricades, flagging, tool handling, sweeping and assisting the crew in the completion of the job in a safe and efficient manner. Assignment of such secondary duties is not intended to substitute as a daily assignment for a lower Pay Class.

LABORER	TEAMSTER	EITHER
tar pouring	salt spread (mech)	bag parking meters (own work)
air compressor	mechanical sweeping	flag traffic
air drill	weed mowing	cave in fill (own work: * unless big trucks are needed)
jack hammer	weed spraying	alley fill (hand)
concrete saw	all tree cutting (removal of trim)	cistern fill
blacktop spread (hand)	street flushing	clean c.b.
barricades	sign posting (sweep)	street clearing (wind storms and rain)

post auger	alley fill (grader)	culvert repair
guard rails	grader	chip spreader by hand (differ)
concrete pouring	pneumatic rolling	sand over oil
concrete finishing	steel roller	water pumps- when run by sewer
brick setting	street fill	hot box pulling
furniture moving	urban renewal (clean)	picking up tree limbs
load behind jack hammer (hand)	litter cans	
unload tar	city trash	
unload bag material	brush chipper	
riprap	snow plowing	
hand post auger	asphalt blading	
cutting torch (except culverts)	culvert cleaning	
gunite machine	head wall cleaning	
water pumps when operated by Street Division	post signs-own work	
hot box operation	cinder spread (mech)	
tampers and any power tools used by laborers	salt/cinder spread	
install mailboxes	hand big trucks	
culvert installation		
hand spray-oil distribution		
spotting under laborer work: Drott/backhoe/Bobcat		
clean out potholes for asphalt		
salt,cinder spreading (hand) small trucks		
street fill (hand)		
post signs (maintenance)		

Section 4.

A forestry crew of two **or more** individuals exists in **Streets & Sewers**. These positions are recognized

as performing traditional Teamster functions and are classified as Maintenance Worker III with a permanent pay classification of Pay Rate 3. The positions will be filled by seniority and qualifications and will be permanent assignments after the three (3) month trial period as provided in Article XII – Seniority. **The use of the brush chipper in the performance of forestry assignments shall be paid at the Maintenance Worker II pay rate.**

The current forestry crew employees, Tommie Washington and Marvin Young, on the effective date of this Agreement shall be grouped with all City Maintenance Workers in accordance with Article X for the purposes of layoff and recall, and shall transfer their seniority from Facilities Operations due to their involuntary transfer to Streets & Sewers. Each employee shall be given a daily assignment to the forestry crew, or if such assignment is not available, within their pay classification by seniority and qualifications in the Streets and Sewers Division.

Effective December 1, 2009 the forestry crew shall not be considered a permanent assignment, except for Washington and Young, and shall not be subject to bidding. Assignment to that work shall be in accordance with Article VII, Section 1(c) from Streets & Sewers Division employees. Employees Washington and/or Young shall have the option to vacate the forestry crew assignment at any time after December 1, 2009 for daily assignments to Streets & Sewers Division work consistent with Article VII, Section 1(c) from that date forward. Should such option be exercised it shall be in writing and be irrevocable. Overtime assignments for Washington and Young shall be in Facilities Operations until such option is exercised. If such option is exercised, then they shall be assigned overtime in Streets & Sewers Division, and be able to bid for a snow route.

In addition to the above, the service/barricade truck driver position previously assigned to Traffic Operations Division shall be officially reassigned to the Streets & Sewers Division on the effective date of this Agreement. Raul Araya, as a result, shall be transferred on that date to Streets & Sewers Division and shall be grouped with all City Maintenance Workers in accordance with Article X and transfer his seniority from Traffic Operations due to the involuntary transfer. The service/barricade truck driver position during regular work hours shall be a daily assignment in the Streets & Sewers Division after such transfer.

On the effective date of this Agreement Araya shall be assigned overtime in Streets & Sewers and shall be able to bid snow routes and 12-hour shifts as maintenance workers assigned to Streets & Sewers.

ARTICLE VIII - RATES OF PAY

Section 1.

There shall be five (5) pay classifications, depending on the function being performed. The classifications and

the pay attached to each are as follow:

PAY CLASS	FORMER POSITION
1 - Probationary Period	Maintenance Worker I
2	Maintenance Worker II
3	Maintenance Worker III
4	Maintenance Worker IV
5	Crew Chief

Effective December 1, 2009 the pay classifications shall be reduced to four (4):

1. All employees in pay class 2 and 3, Maintenance Worker II and III shall be reclassified into pay class 2, Maintenance Worker. Former pay class 3 rate shall be the basis for determining the hourly rate increase of December 1, 2009 for those employees. Thereafter, pay class 2 shall be the hourly rate.
2. All employees in Maintenance Worker IV, pay class 4 shall be reclassified to Maintenance Worker III, pay class 3. Former pay class 4 shall be the basis for determining the hourly rate increase of December 1, 2009 for those employees. Thereafter, pay class 3 shall be the hourly rate.
3. All employees in Crew Chief, pay class 5 shall be reclassified to Crew Chief, pay class 4. Former pay class 5 shall be the basis for determining the hourly rate increase of December 1, 2009 for those employees. Thereafter, pay class 4 shall be the hourly rate.

PAY CLASS	FORMER POSITION
1 - Probationary Period	Maintenance Worker I
2	Maintenance Worker II
3	Maintenance Worker III
4	Crew Chief

PROMOTIONAL TRAINING AND PROFICIENCY SCHEDULE

Classification	Maintenance Worker I (Probationary)	Maintenance Worker II	Maintenance Worker III	Maintenance Worker IV-Crew Chief
	<u>Proficiency Test</u>			
-		Jack Hammer		Rubber Tire Roller
		Concrete Finish/Pour Salting/Plowing* Haul Truck Concrete Saw	Brush Chipper Tractor Trailer Service Truck**	Skid Steer Backhoe
		Tar/Asphalt Spread Culvert repair Bucket Truck Salting/Plowing*	Chip Spreader (front and rear)	Tiller/ Steel Wheel Roller Sweeper Sewer Jet Orange Peel Wheel Loader/Backhoe
		Hand Tools Post auger Flagging		

The Oil Distributer, Chip Spreader, Grader and Excavator shall be by assignment only and not required for proficiency. Seniority consideration shall be given to employee requests to train on such equipment.

****The Service Truck as used by Street & Sewers Division employees shall be for general preventative maintenance on equipment and shall not replace duties historically performed by the Equipment Mechanic.**

* The Crew Chief classification will be instituted where and when needed as determined by the City. In the Streets/Sewers Division the Crew Chief assignment will be first made available **by bid posting prior to April 1, 2010** to candidates who are permanently assigned to the Maintenance Worker III pay grade. When qualifications and skills are relatively equal as determined by management, seniority will be the determining factor. The Crew Chief assignment in the Streets/Sewers Division shall be on a project by project basis **until successful bidders are determined in Spring 2010 and thereafter** and shall not be considered as a permanent pay classification for future daily assignments **until the assignment of the successful bidders to the position.. Until such placement of successful bidders in 2010 and vacancies thereafter**, upon completion of the Crew Chief assignment an employee shall return to his permanent pay classification of Maintenance Worker III or IV for daily assignments. However, an employee in the Streets/Sewers Division who has worked at least 800 hours in a calendar year in the Crew Chief classification shall have his pay while on authorized leave determined as the Crew Chief rate for the following calendar year. **After placement of successful bidders in 2010 daily pay rate and authorized leave rate shall be the Crew Chief rate.**

Successful bidders for Crew Chief in 2010 and thereafter shall be required to successfully complete a six (6) month probationary period in that pay classification, unless they have previously held that classification.

After completion of two (2) years in the Crew Chief assignment an employee shall annually have the right to leave that pay classification and return to his former pay classification. The City may disqualify an employee or an employee may disqualify himself from the position provided it is demonstrated that the employee can no longer mentally or physically perform the job. In such event, the employee shall be returned to his former pay classification, provided the City determines that he can perform such work.

In general, the Crew Chief will be responsible for performing on-site direction and assignment of work of a large crew of individuals **and** multiple crews. The Crew Chief is expected to exercise independent judgment and act on behalf of the supervisor without detailed prior instructions, and will carry out other duties and responsibilities related to the work as directed by his supervisor or department/division manager. The Crew Chief will assist with work scheduling and coordination, determination of supply requirements to perform the assigned work or project, training of new employees and assisting fellow workers as required. The Crew Chief is a working member of the crew and when qualified, may perform all job-related tasks assigned to and/or expected of the crew. The Crew Chief shall in no way be responsible for supervisory duties related to hiring, firing and exercising discipline.

The City, for the purposes of leadership skills development, may initiate a Crew Chief "job shadowing" program. Management shall have the discretion to select employees for such job shadowing, provided employee participation is voluntary. An employee participating in such job shadowing shall receive his permanent pay classification rate for such assignment and shall perform the duties of his permanent pay classification when not shadowing the Crew Chief. Crew Chief duties may be assigned an employee in the job shadowing program, provided that a Crew Chief is also assigned to the job site. Job shadowing will be limited to two (2) employees per construction season for a period of two (2) weeks per employee unless otherwise mutually agreed upon.

The following functions shall be paid at the listed pay class:

* Does not apply to Facilities Operations

Classification pay cannot be pyramided or duplicated.

The following functions shall be paid at the listed pay class **effective December 1, 2009**

1	2			3				4
CLASS I INCLUDES CLASS 2 FUNCTIONS FOR TRAINING PURPOSES AND ALL FUNCTIONS NOT OTHERWISE LISTED	Working in Excavation over 5'	Chain Saw		Salt Spreader (Mech)	Snow Plowing	Orange Peel Operator	Chip Spreader	Crew Chief
	Brick laying	Jackhammer Operator	Tandem Driver	Vactor Operator	Grader Operator	Sweeper Operator	Backhoe Operator	
	Cutting Torch Operator	Teamster 3rd shift yard work	Forestry Worker	Skid Loader Operator	Roller Operator	End Loader	Tractor Trailer Operator	
	Sand over oil/(mech)	Concrete finisher	Fork lift	Tiller Operator	Sewer jet operator	Claw Bucket		
	Brush Chipper	Traffic Operations	Service Truck	Oil Transport Operator	Oil Distributor Operator	Rubber Tired Excavator		

This schedule of job functions is for convenient reference and is not meant to change the pay class for any function except as otherwise specifically agreed.

Classification pay cannot be pyramided or duplicated.

Section 3.

The lead person shall receive Class 3 pay. This will be discretionary with no limitations as to how many men the lead man shall supervise or the tasks he is performing. When temporary maintenance workers are employed and paid for, a lead man shall be assigned when this crew consists of more than two (2) outside maintenance workers. Lead persons shall be appointed on each crew where the crew size is three (3) or more employees.

Lead persons shall be chosen by management from permanent maintenance workers employed by the City of Peoria which are members of Laborer's Union Local #165. When qualifications and skills are relatively equal as determined by management, seniority will be the determining factor. Lead persons shall have the responsibility to direct the work of employees assigned to their crew, to assist fellow workers as required, to

assist in the training of new or temporary employees, and to carry out other duties and responsibilities related to the work of the assigned crew as directed by their supervisor, department/division manager or crew chief. Lead persons shall perform work within pay class 1 and 2 when not doing the above. Lead persons shall in no way be responsible for supervisory duties related to hiring, firing and exercising discipline.

Effective December 1, 2009 Lead persons will no longer be utilized and this provision shall be null and void.

Section 4.

Effective December 1, 2008 the City of Peoria shall pay one check per year to each covered employee in the amount of **\$305.00** to be applied to clothing, safety shoe, **inclement weather gear and concrete boot** purchases. This payment shall be on a separate check. The payment date shall be consistent between covered unions. **Effective December 1, 2010, this allowance will increase to \$330.00; and on December 1, 2012 to \$350.00.**

ARTICLE IX - MAINTENANCE WORKER RECOGNITION

All employees currently employed in the Public Works Department with the exception of Teamsters hired prior to July 1, 1994, and all employees hired after the execution of this agreement to perform the traditional functions of laborers and teamsters shall be maintenance workers that are able to perform all work functions that were formerly divided between teamsters and laborers.

Daily assignments to pay classifications will be based on seniority and qualifications. Specific job assignments within a classification are at the discretion of management.

When making assignments to traditional teamster functions seniority shall be in the order of: 1) Teamsters hired prior to July 1, 1994, 2) Laborers hired prior to July 1, 1994 3) and any employee hired on or after July 1, 1994. Teamsters shall be the supplemental workforce to the laborer/maintenance workers.

ARTICLE X - LAYOFF AND RECALL

Section 1.

For layoff purposes, all City maintenance workers will be grouped into one unit. Seniority will be used for determining the layoffs and only time classified as a conditional or regular maintenance worker will count towards seniority. Recall will be by seniority for up to a 24 month period. Time as a temporary maintenance worker drawing outside scale will not be counted. If any functional unit or any portion thereof is eliminated, the employee(s) affected shall have the right to exercise their seniority in the Operations and Maintenance Division.

In the event that it becomes necessary to lay off employees who were employed prior to July 1, 1994, they shall be laid off by union affiliation in the ratio of two teamsters to one laborer. The first three layoffs, if any, would be laborer, teamster, teamster. Thereafter, the rotation would be teamster, teamster, laborer, teamster, teamster, laborer, teamster.

Section 2.

Functional unit seniority will be used for determining the layoffs and only time classified as a permanent or permanent conditional employee will count towards seniority. Recall will be by seniority for up to a 24 month period. Time as a temporary employee drawing outside scale will not be counted.

ARTICLE XI - SNOW STORMS

Section 1.

All truck drivers spreading salt or plowing snow and relief truck drivers not assigned to a truck shall be paid at the rate of Class 4 (**Class 3 effective 12/01/09**).

Section 2.

a) Relief will be required on all snows lasting more than six (6) hours. This relief will consist of a 45 minute break including travel time. In every six (6) hour working period, the employee will be allowed a 45 minute break. The employee must obtain clearance from the storm supervisor.

b) No employee will be allowed or required to work more than 16 continuous hours. After 16 hours of continual work, an employee may take eight (8) hours of vacation or personal leave and then be eligible to be called in on the next call-out after eight (8) hours of rest. On regular hours, employees shall be paid at straight time; overtime rates shall be paid at time and one-half. Calls shall be approximately one (1) hour prior to making the recall.

c) **During the Winter Season (November 15 - April 15)** when **management** deems it necessary, an around-the-clock operation consisting of 12-hour shifts may be implemented and all regular shifts will be cancelled. It shall consist of 12 hours on duty with 12 hours off duty. The 12 hour shift shall be mandatory in accordance with Article VI, Section 1(b).

1. The **day** 12 hour shift will be designated the A shift. The A Shift starting time will be 7:30 A.M.
2. The **night** 12 hour shift will be designated the B shift. The B Shift starting time will be 7:30 P.M.
3. On their regularly assigned workdays, employees shall receive straight time for the first eight (8) hours and time and one-half for the remaining four (4) hours.
4. On their regular days off, employees will receive time and one-half for all hours worked.
5. This 12 hour shift operation will be kept in force until the **Streets & Sewers Manager** or his designee declares that it is cancelled.
6. For 12 hour shift operations implemented during the week cancellation may take place only at the starting time of A or B shift. The term "during the week" is defined as the hours between 7:30 AM, Monday and 4:00 PM, Friday.
7. For 12 hour shift operations implemented during the weekend (4:00 P.M. Friday up to 7:30 A.M. Monday) or extending into the weekend, it may be cancelled at any time during the weekend. The term "weekend" is defined as the hours between 4:00 PM, Friday and 7:30 AM, Monday.
8. The first **12** hour period of around-the clock operation must have been worked in a complete 12 hour shift prior to any cancellation during the week or weekend. If the 12 hour snow shift schedule begins at the A shift starting time, then employees assigned to the A shift would work the first shift of around-the-clock operation. If the 12 hour snow schedule begins at the B shift starting time, then employees assigned to the B shift would work the first shift of around-the-clock operation. **Any additional 12 hour shift after the first 12 hour shift scheduled may be canceled at any time provided that employees assigned to and able to work that shift, except during weekends, are afforded the opportunity work eight (8) hours that day. In the event that such eight (8) hours of work is not provided, an employee shall be compensated for the difference between the eight**

(8) hours work and the actual hours scheduled.

9. The 12-hour shift schedule may also be implemented at any time during the regular day shift, and hours worked by A shift employees on the regular day shift prior to such implementation shall be considered as hours assigned in the 12-hour shift schedule. Employees normally assigned to the B shift would be sent home and report back to work at 7:30 PM.
10. For cancellation during the week at the A or B shift starting time, B shift employees normally assigned to the day shift would be assigned to a 4:00 P.M. starting time on the day of cancellation and return to their normal day shift schedule on the regular workday following the cancellation. **Any loss of regular pay on that work day due to such assignment of hours shall be covered as stated in (8)**

Any partial crew of route drivers still needed after cancellation of around-the clock operations would be provided the opportunity for such work by seniority **within the canceled shift**, provided such work would not result in the employee working more than sixteen (16) continuous hours. Those employees whose regular shift immediately follows the end of the last 12 hour shift shall be off for eight (8) hours before returning to an eight (8) hour shift. All other employees shall report to their normal shift.

d) **Regular, full-time** employees shall annually select **in October** their 12 hour shift preference (A or B) by overall City seniority and qualifications **in the following sequence: 1)Teamsters hired prior to 07/01/94 in the Streets & Sewers Division; 2) Maintenance Workers in Streets & Sewers Division, Facilities Operations and Traffic (non-electrical) Divisions.** If additional manpower is needed, they will be assigned by volunteers **in the bargaining unit** or reverse seniority – the lowest employee will be assigned first etc. until the shift is fully staffed.

Section 3.

All employees that are called in for overtime must be qualified truck drivers (possess a valid Class B CDL).

Section 4.

The Streets/Sewers supervision will assign trucks to routes. These routes will then be bid **by seniority** during the **last** week of **October** by regular, full-time teamster employees **hired before 07/01/94, and then by Maintenance Workers.** The two end loaders will also be bid. When only one loader is needed, the second end loader operator will be assigned to a route by the storm supervisor. This bid will be valid until route bids are posted the following **October** or until a new route or job is added.

If additional manpower is needed, it will be assigned by volunteers in the bargaining unit, and then by reverse seniority.

A regular, full-time employee on sick leave, duty injury leave or light duty will be permitted to bid on a route. The City shall temporarily replace such employee on his route with the senior regular, full-time employee who had bid for a route, but lacked seniority to be assigned a route, or if all regular, full-time employees who had bid for a route are assigned a route, with a temporary employee. Such temporary replacement shall not result in subsequent bumping and/or bidding of routes. The replacement of the regular, full-time employee on sick leave, duty injury leave or light duty who has bid and been assigned a route shall be until he returns to regular duty and reclaims his route or the next **October** route bidding period, whichever occurs first.

The temporary replacement of a regular, full-time employee assigned a route who is placed on sick leave, duty injury leave or light duty after such assignment shall be administered in the same manner as the previous

paragraph.

Section 5 .

a) If one or two loader operators are not available, the senior unassigned truck driver qualified to operate a loader will automatically be assigned to the loader.

b) Plow repair and blade changes will be done by **Equipment Mechanics in the Fleet Services Division**, and if needed, the assistance of Streets & Sewers Division employees.

All bargaining unit employees in the Streets & Sewers Division may assist in the initial mounting of plows.

Section 6 .

a) All available City plow units, except for those which have previously been designated as reserve units will be offered before calling contract plows.

b) All available City loader units except for those which have previously been designated as reserve units will be offered before calling contract loaders.

c) All available grader units will be offered before calling contract graders.

d) The City shall have the ability to utilize contract personnel and equipment (including the utilization of intergovernmental agreements where appropriate) to perform snow clearing duties on parking lots, sidewalks, and quadrants maintained by the City whenever a 12 hour shift or call-out of route drivers is scheduled. For these specific duties, Sections 7a, b and c shall not apply.

For the life of this Agreement, an employee returning after an eight (8) hour break may reclaim his/her bid route.

ARTICLE XII - SENIORITY

Seniority rights for employees shall prevail. Seniority shall be the governing factor for overtime, hours of work, rates of pay, starting times, vacation preference and personal day preference. For Teamsters hired prior to July 1, 1994, seniority shall be the governing factor for job selection where practical.

For Teamster hired prior to July 1, 1994, it is understood that there shall be functional unit seniority; and in the event a teamster would leave one functional unit and transfer to another functional unit, after a three month trial period, would lose his/her seniority in the former functional unit and go to the bottom of the list in the new functional unit. (Functional units for Teamsters hired prior to July 1, 1994 are defined as Streets/Sewer, Facilities Operations, Traffic Operations, Garage, and Fire Garage employee groups.) Except, however, Fire Department Mechanics will have six months' trial period when leaving the City Garage and transferring to the Fire Department Garage. If an employee is transferred involuntarily into a functional unit, the employee shall have a right to bid into any available opening in his/her former functional unit without loss of seniority. If any functional unit or any portion thereof is eliminated (excluding Garage and Fire Garage), the employee(s) affected shall have the right to exercise their seniority in the Operations and Maintenance Division.

Functional units for Maintenance Workers are defined as Streets/Sewer, Facilities Operations, and Traffic Operations. For layoff purposes, all City maintenance workers will be grouped into one unit. Seniority will be used for determining the layoffs and only time classified as a conditional or regular employee will count towards seniority. Recall will be by seniority for up to a 24 month period. Time as a temporary maintenance worker drawing outside scale will not be counted. If any functional unit or portion thereof is eliminated, the employee(s) affected shall have the right to exercise their seniority in the Operations and Maintenance Division.

Overall City seniority will only be used for fringe benefit purposes.

ARTICLE XIII - CONTRACT ADMINISTRATION

Section 1.

The Business Representatives may appoint a steward from their respective union who work for the City of Peoria whose duty it will be to see to it that agreements with the City of Peoria are strictly adhered to. The steward is to perform all other Union duties assigned to him by the Union Business Representatives. The steward is to work the same as any other employee on the job. The steward shall not make any decisions for Laborers' Union Local #165 or for Teamsters' Union Local #627.

Section 2.

At no time will the steward cause a work stoppage. If a problem should arise, he may leave his job and call his Business Representative or Field Representative to inform him of the problem.

Section 3.

The Union steward may not leave his work area or attend any Union meetings during the working hours unless his supervisor is notified and approves in advance of the meeting.

ARTICLE XIV - STANDBY

Section 1.

The responsibility of the stand-by employee after normal working hours will include assignments for the Streets & Sewers Division and the Traffic Operations Division (non-electrical matters). The responsibilities for this person will include, but will not be limited to barricades, pot holes, street cave-ins, objects in the street, replacing manhole lids, alley issues, Hazmat assistance, opening inlet grates to retrieve items, place temporary stop signs and other regulatory signs, and other right-of-way issues as may arise.

The City is responsible to publish a standby list for **the Department** covering twelve (12) months. The standby list will be posted twice per year and the City will publish a standby list covering each six months (April 1 through September 30 and October 1 through March 31). **Employees are eligible for standby if they are off on the day prior to their standby assignment. Employees are not eligible for stand-by if they are unable to start the assignment each week on Friday.** Standby is mandatory at management's discretion.

Employees completing the standby assignment will be paid \$265 for each full week they serve in this capacity.. Standby pay/service covered under this section shall cover the first two (2) hours of work performed as a result of a call-out. On the effective date of this agreement, the two (2) hour call back pay provision in Section 20.3 of the Master Agreement shall be utilized whenever the hours worked/covered by standby pay exceed eight (8) hours in the one (1) week standby period.

On the effective date of this agreement the standby assignment for barricades and Traffic Operations shall be merged and standby assignment shall be made from a single standby pool list as noted below. Bidding for slots on this new standby list during the first contract year shall take place within two (2) weeks of the effective date of this Agreement, and shall cover as the list until the February 2010 bid period. Employees completing the standby assignment from the single standby pool list shall be paid \$330 for each full week they serve in this capacity, and effective December 1, 2012 the payment for each full week shall be increased to \$350.

Standby pay is included in the base on which longevity pay is calculated.

The standby pool shall be composed of the **full-time regular maintenance workers assigned to Traffic Operations and up to twelve (12) full-time regular maintenance workers from Streets & Sewers Division.** Maintenance workers who were employed with the City of Peoria as Laborers prior to 2/6/96 shall have the first opportunity to be placed on the standby list. All remaining slots shall be offered to maintenance workers in Streets/Sewers by seniority. **Bidding for stand-by will occur in February for the April to September list, and in August for the October to March list.**

Section 2.

The standby will start and end on Friday morning at 7:30 a.m.. **Employees scheduled for stand-by, as determined by bidding in Section 1 above, shall notify the Public Works Work Coordinator on Friday morning of any changes in the assignment for the following week. The Public Works Work Coordinator shall notify the Emergency Communications Center (ECC) by noon each Friday of any changes to the six month schedule for the following week.**

A) The person on standby **must be able to be contacted at all times during the week he/she is on call. It is the responsibility of the employee on stand-by to provide accurate contact information. The City may require the person on standby to take a City vehicle home.**

The City vehicle shall be used only to drive to and from the work site.

B) Trading of standby will be permitted as long as it is noted on the schedule board and the Supervisor has given his or her approval.

C) The person on standby is required to be on the emergency work site within one hour of notification by the Fire Dispatcher. **On the effective date of this Agreement the requirement to be on the emergency work site shall be changed to ninety (90) minutes.**

D) **During the term of this Agreement, the City reserves the right and discretion to discontinue the standby program. The City shall notify the Union at least thirty (30) calendar days prior to implementation of such discontinuance to permit discussion and negotiation over the issue.**

ARTICLE XV- EFFECT OF THIS AGREEMENT

This Work Rules Agreement between the City of Peoria, Operations & Maintenance Division and

Teamsters Union, Local 627 and Laborer's Union, Local 165 supersedes all previous work rule agreements. It is agreed that management and the union will abide by these rules and that these rules will govern operations at all times. The parties agree to meet to resolve issues arising from circumstances not covered by this agreement and will become a part of the agreement.

The City of Peoria Operations & Maintenance Division and Teamsters Union Local 627 and Laborers Union, Local 165 agree to the Work Rules Agreement dated **July 28, 2009** and the Master Agreement between the City of Peoria and the four (4) Crafts and Trades groups, dated **July 28, 2009**. In witness whereof, the parties hereto have set their hands this **28th day of July, 2009**.

FOR THE UNION

FOR THE CITY

Teamsters Local 627

City Manager

Laborers Local 165

Human Resources Director

Public Works Director

Labor Relations Manager

ARTICLE XVI - PAYROLL DEDUCTIONS

Section 1. GREAT PLAINS LABORERS' DISTRICT COUNCIL

LABOR/MANAGEMENT COOPERATION TRUST.

A) Upon receipt of a signed authorization form from an employee in the form set forth in Sec. C, the amount of \$.05 per hour for each hour paid to such employee will be deducted from that employee's pay. Each pay period such amount shall be remitted to Great Plains Laborers' District Council Labor/Management Cooperation Trust, 4208 W. Partridge Way, Unit #2, Peoria, Illinois, 61614. The Union will provide (the) City with proof of tax deductibility of such contributions and the City will, to the extent permitted by law, cause such deductions to be made prior to calculation of federal or state tax withholding.

B) Union shall indemnify the City, its officers, agents, and employees and any department of the City and hold them harmless against any and all claims, demands, suits, or any other forms of liability including costs of defense that may arise out of or by reason of any action taken by the City, its officers, agents, employees, or any department of the City for the purpose of complying with this Article.

C) "Authorization for Wage Deductions."

"I hereby authorize the City of Peoria to deduct from my earnings the amount of \$.05 per hour for each hour paid to me by the City and further authorize the remittance of such amounts to the Great Plains Laborers' District Council Labor/Management Cooperation Trust, 4208 W. Partridge Way, Unit #2, Peoria, Illinois, 61614, in accordance with the agreement reached between the City and Laborers' International Union of North America, Local Union 165. This authorization is revocable by a notice in writing by certified mail to City of Peoria, Finance Department, with a copy to Laborers' International Union of North America, Local Union 165, and the Fund office.

I hereby waive all right and claim for said money so deducted and transmitted in accordance with this authorization and further and separately relieve the City, its officers, agents and employees, any department of the City, the Union and all their officers, representatives or agents from liability for such monies."

Print name

Signature

Social Security Number

Date

Section 2. LABORERS OF ILLINOIS VACATION FUND

A) Upon receipt of a signed authorization form from an employee in the form set forth in Sec. C, the amount

so specified shall be deducted from that employee's net pay. Each pay period such amount shall be remitted to Illinois Vacation Fund, 4208 W. Partridge Way, Unit #2, Peoria, Illinois, 61614.

B) Union shall indemnify the City, its officers, agents, and employees and any department of the City and hold them harmless against any and all claims, demands, suits, or any other forms of liability including costs of defense that may arise out of or by reason of any action taken by the City, its officers, agents, employees, or any department of the City for the purpose of complying with this Article.

C) "Authorization for Wage Deductions."

"I hereby authorize the City of Peoria to deduct from my net earnings the amount of \$_____ each pay period and further authorize the remittance of such amounts to the Laborers' of Illinois Vacation Fund, 6714 N. Frostwood Parkway Drive, Peoria, Illinois, 61615, in accordance with the agreement reached between the City and Laborers' International Union of North America, Local Union 165. This authorization is revocable by a notice in writing by certified mail to City of Peoria, Finance Department, with a copy to Laborers' International Union of North America, Local Union 165, and the Vacation Fund office.

I hereby waive all right and claim for said money so deducted and transmitted in accordance with this authorization and further and separately relieve the City, its officers, agents and employees, any department of the City, the Union and all their officers, representatives or agents from liability for such monies."

Print name

Signature

Social Security Number

Date

ARTICLE XVII – TEAMSTER DRIVE CONTRIBUTIONS

In addition to the terms and conditions contained in the above referenced collective bargaining agreement

between the Employer and Teamsters, Local 627, the Employer and Teamsters, Local 627 hereby further agree that:

The Employer agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to:

D.R.I.V.E.
International Brotherhood of Teamsters
25 Louisiana Avenue, N.W.
Washington, D.C. 20001

On a monthly basis, one check shall be submitted including the total amount deducted along with the name of each employee of whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. No such authorization shall be recognized if in violation of State and Federal law. No deduction shall be made which is prohibited by applicable law.

SECTION 3

SIDE LETTERS

June 26, 2009

Keith E. Gleason
Teamster Local 627
7101 N. Allen Road
Peoria, IL 61614

RE: Side Letter Agreement – Issues Unique to Mechanics

Dear **Keith**:

This side-letter indicates my understanding of our agreement on the mechanics side issues. This side-letter updates and replaces the previous side-letter dated **May 30, 2006**. Unless otherwise noted, these changes will be effective upon the signing of this agreement.

CLOTHING SERVICE: The City of Peoria will continue the provision of a uniform service to all mechanics in lieu of the clothing allowance. This includes the provision of required uniforms and the laundering of such at no cost to the employee. The number of uniforms provided will remain at seven per week.

SAFETY SHOE ALLOWANCE: The safety shoe allowance for mechanics **effective December 1, 2008** is \$160 per year. This allowance will be paid on a separate check. **Effective December 1, 2011 it shall increase to \$180 per year.**

TOOL ALLOWANCE: The tool allowance for mechanics **effective December 1, 2008** is \$450 per year. **It shall be increased to \$475 per year on December 1, 2009 and to \$500 per year on December 1, 2011.** This amount will continue to be paid under the current procedures.

FIRE MECHANIC STANDBY: **Effective December 1, 2008** the standby pay for Fire Mechanics is \$165 for each week that the employee is required to be on standby. **On December 1, 2012 that standby pay for each week of required standby shall be increased to \$190 per week.**

SHIFT PREMIUM: **Effective December 1, 2008 Fire and Equipment Mechanics regularly assigned to the evening shift shall receive a \$0.25 per hour shift premium for hours worked on the evening shift.**

OVERTIME: Each shift in the Fleet Management and Fire Garage functional units will be primarily responsible for filling overtime requirements occurring on their respective shift. However, the City of Peoria retains the right to assign or order employees to work overtime on any shift if a sufficient number of employees can not be called in from the respective shift.

When overtime occurs on a shift, it will first be offered to employees on that shift by seniority. If a sufficient number of employees do not respond to the offer, overtime will be offered to employees on the other shift by seniority. If a sufficient number of employees have still not responded, individuals on the shift where the overtime occurred will be ordered in to work the overtime starting with the least senior employee. If there is still a need for additional employees, employees from the other shift will be ordered to work starting with the least senior person. Individuals who do not inform supervision that they were sick when they refused the first offer of overtime may be subject to disciplinary action if they refuse the order to report to work.

The City of Peoria retains the sole discretion to determine the number of mechanics to be called in to cover overtime needs.

Personnel on sick leave are not normally eligible for overtime work until they have reported back to work on their regular shift. Authorized leave begins at the beginning of the next scheduled shift. Employees on authorized leave shall be placed at the bottom of the call-in list for voluntary overtime that occurs on their shift. If needed, these employees will be offered the overtime prior to contacting employees on the other shift. If sufficient numbers of employees do not volunteer to take the overtime to meet the needs of one shift, employees from the other shift will be offered the overtime based on the same eligibility guidelines.

CLASSIFICATIONS AND ASSIGNMENTS

The assignment of employees to shifts shall be done by bidding the shifts effective January 1 and July 1 of each year. Seniority shall be the determining factor on shift assignments except that the City retains the right to assign and transfer employees to meet the requirements of the Department.

One employee on each shift shall be classified as the Crew Chief based upon knowledge, skills qualifications and abilities. If those are relatively equal between employees, seniority shall be the determining factor. Crew Chief shall be considered a permanent classification in the Fleet Management and Fire Garage functional units and selection shall be made through the job bidding process.

LAYOFF AND RECALL

Functional unit seniority will be used for determining the layoffs and only time classified as a permanent or conditional employee will count towards seniority. Recall will be by seniority for up to a 24 month period.

SENIORITY

Seniority rights for employees shall prevail. Seniority shall be the governing factor for vacation preference and personal day preference. It is understood that there shall be functional unit seniority. Employees transferring from Fleet Management to the Fire Garage will have a six month trial period. Employees transferring from the Fire Garage to Fleet Management will have a three month trial period. After completing the trial period, the employee would lose his/her seniority in the former functional unit and go to the bottom of the list in the new functional unit. Functional units are defined as Fleet Management and Fire Garage.

If this reflects your understanding of our Agreement, please sign in the place indicated below and return one signed original to me for our records.

Sincerely,

READ AND APPROVED:

Joseph F. Smith
Labor Relations Manager

Keith E. Gleason, President
Teamsters, Chauffeurs and
Helpers, Local Union 627

July 6, 2009

Keith E. Gleason

President

Teamsters Local 627

7101 N. Allen Rd.

Peoria, IL 61614

Re: Temporary Teamster representation – Case No. S-RC-04-114

Dear Art,

On September 23, 2004 the Illinois State Labor Relations Board pursuant to Case No. S-RC-04-114 conducted an election among temporary Teamster employees who had met the requirements as public employees per statute. The election results certified Teamsters Local 627 as the collective bargaining representative for this class of employees.

During recent contract negotiations the parties fully discussed in detail all items pertinent to temporary Teamster employees. Any items not specifically set forth in the Agreement are not considered a part of the Agreement. A final item of those discussions was the provision of health care funding by the City of Peoria for temporary Teamster employees.

It was mutually agreed that the Employer contribution per hour under the Participation Agreement for eligible temporary Teamster employees to the Central States, Southeast and Southwest Areas Health and Welfare Fund would be limited to **\$5.19/hour effective 12/1/08, \$5.65/hour effective 12/1/09, \$6.09/hour effective 12/1/10, and not to exceed \$6.99/hour effective 12/1/11 and \$8.03/hour effective 12/1/12.** The Employer contribution would be deducted from the outside scale (prevailing wage) agreement package to insure that the maximum employer costs would not exceed the outside scale (prevailing wage) agreement. The initial deduction of such health care contributions for a temporary Teamster employee would begin with the employee's date of hire. Pension deductions for IMRF eligible temporary Teamster employees would be handled in a similar manner consistent with Article 29.3 of the Master Agreement.

If this is your understanding relative to the agreements reached concerning representation issues of temporary Teamster employees during these negotiations, please sign in the place indicated.

Joe Smith
Labor Relations Manager
City of Peoria

Keith E. Gleason
President
Teamsters Local 627

July 6, 2009

Darrell Moody
Carpenters Local 183
2412 N. Main Street
East Peoria, IL 61611

RE: Side Letter Agreement – City of Peoria and Carpenters Local 183
Issues unique to Carpenters

Dear Darrell:

The purpose of this letter is to update the Side Letter Agreement dated April 9, 2002 between Carpenters Local 183 and the City of Peoria, and set forth the issues that are unique to the carpenters. This side letter replaces all previous side letters.

It continues to be understood that the provisions set forth in this Side Agreement are controlling in the event there would appear to be a conflict with the Master Contract.

SECTION 11.2 – LAYOFF/RECALL: Without regard to labor classification (Carpenter or Lead Carpenter), 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.

SECTION 25.1 – CLOTHING AND SAFETY EQUIPMENT: Effective December 1, 2008 the City of Peoria shall pay one check per year to each covered employee in the amount of **\$305.00** to be applied to clothing, safety shoe, **inclement weather gear and concrete boot** purchases. This payment shall be on a separate check. The payment date shall be consistent between covered unions. **Effective December 1, 2010, this allowance will increase to \$330.00; and on December 1, 2012 to \$350.00.**

I believe that this covers all of the side issues required. If you agree, please sign in the place indicated.

Sincerely,

Joseph F. Smith
Labor Relations Manager

Darrell Moody
Business Agent
Carpenters Local 183

July 6, 2009

Michael P. Ehrat

Business Representative

Painters' District Council No. 30, Local Union 157

400 NE Jefferson, Suite 101

Peoria, IL 61603

RE: Side Letter Agreement - Issues unique to Painters

Dear Mike:

The following sets forth my understanding of our agreement on the Painters side issues. This side-letter updates and replaces the previous side-letter dated April 9, 2002 and incorporates the changes agreed to in our current round of negotiations.

SECTION 11.2 – LAYOFF AND RECALL: The employee with the least amount of seniority within the Public Work Department will be removed from the job first, provided that the remaining employees possess the ability to perform the available work. Recall shall be in the inverse order of layoff.

SECTION 20.2 – OVERTIME: Qualified painters will be called out by seniority in their respective functional units, except for daily job continuation. When there is a known probability of overtime, the senior most painter within the functional unit will be offered the overtime at the beginning of the shift.

A painter is not qualified for overtime if one of the following circumstances exist:

- a. The painter is physically unable or untrained to perform the task.
- b. Personnel on leave are not eligible for overtime work until they have reported back to work on their regular shift. Authorized leave begins at the beginning of the next scheduled shift.
- c. In the event an insufficient number of qualified painters are available for overtime, painters on authorized leave may be offered overtime.

If the overtime requirements exceed the number of painters within either Facilities Operations or Traffic Operations, the additional painters will be called in by seniority from the other functional unit. Once all permanent employees have been offered the opportunity for overtime, temporary painters may be utilized for overtime assignments.

If an adequate number of painters do not volunteer for overtime using the procedures set down above and additional painters are still needed, then management will start with the junior qualified painter in the primary section and require him/her (or them) to come into work.

Employees shall work extra hours when authorized and directed. 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.

SECTION 20.3 – CALL BACK PAY: Any employee 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 shift **or** is consecutive with their regular work shift.

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.

SECTION 25.1 – CLOTHING AND SAFETY EQUIPMENT: : Effective December 1, 2008 the City of Peoria shall pay one check per year to each covered employee in the amount of **\$305.00** to be applied to clothing, safety shoe, **and inclement weather gear** purchases. This payment shall be on a separate check. The payment date shall be consistent between covered unions. **Effective December 1, 2010, this allowance will increase to \$330.00; and on December 1, 2012 to \$350.00.**

SECTION 27.1 – RATES OF PAY: The amount of the general increase and the effective dates will be covered by the master agreement. The purpose of this addendum is to document the premium pay treatment for painters. The present practice of a 50 cent per hour premium for hand lettering signs, etc. will continue.

Effective December 1, 2008 a painter shall receive lead pay of **\$1.00** per hour only when assigned to and actually directing the daily activities of others (lead pay). Only one lead person per functional unit will be paid the premium rate. A person can only receive one type of premium pay for any one period, premium pay cannot be pyramided.

Premium rates are only to be paid when an individual is actually performing the work associated with the premium pay. This premium will not be paid for time off. Premium pay received shall be included in the employee's base pay for the purposes of retirement, overtime, and longevity pay.

The City of Peoria has in service a truck equipped for thermoplastic pavement marking application. This machine has historically been staffed with two (2) painters and one (1) laborer for normal operations. The painters assigned to the vehicle will be classified as Traffic Painters.

If the above reflects your understanding of our agreement, please sign in the place indicated below and return one signed original to me for our records.

Sincerely,

READ AND APPROVED:

Joseph F. Smith
Labor Relations Manager
City of Peoria

Michael P. Ehrat
Business Representative
International Brotherhood of Painters
and Allied Trades, District Council 30,
Local Union 157

July 6, 2009

Robert Lawless
Business Manager
Steamfitters Local 353
6304 W. Development Drive
Peoria, IL 61604

Re: Side Letter on Issues unique to Mechanical Systems Technicians

Dear Bob,

The following side letter covers conditions, practices, and procedures unique to the Mechanical Systems Technicians. The Master Agreement portion of the Multi-Union Agreement with the City of Peoria shall control all items not specifically covered by addendums in this side letter:

Tools Allowance:

The City shall provide all necessary tools and equipment to facilitate the employee in the performance of his assigned work.

Seniority:

Seniority rights for employees shall prevail. Seniority shall be the governing factor for overtime, hours of work, rates of pay, starting times, vacation preference and personal day preference.

Layoff and Recall:

The employee with the least amount of seniority covered by this agreement will be removed from the job first, provided that the remaining employees possess the ability to perform the available work. Recall shall be in inverse order of layoff.

Hours of Work:

The day shift shall run Monday through Friday, starting at 7:30 AM and ending at 4:00 PM. The starting time of the shift may be modified by mutual agreement between the employee and the employer and subject to the approval of the Business Manager. The agreed to shift once established will constitute eight and one-half (8 & 1/2) consecutive hours with a half hour unpaid lunch period upon the fourth hour, with any time commencing prior to or after the designated shift Monday through Friday being paid at the rate of time and one half. Either party may request returning to the original shift of 7:30 AM and ending at 4:00 PM Monday through Friday no later than the Friday prior to the start of the new shift schedule. The newly established work week will commence on the following Monday after notification by either party.

Standby/ Call-Out:

There are Steamfitter standby responsibilities for building HVACR and building automation systems. 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 will be rotated between Local #353 bargaining unit employees qualified to do the work. Standby hours are not to be confused with overtime. The seven (7) day standby will start and end on Friday morning at 7:30 AM. If in the event the Steamfitter Mechanical Systems Technician will not be available for standby on a given day(s), or for scheduled vacation, the employee will be required to inform his supervisor prior to the end of the shift so that other arrangements can be made by the City in the event of an emergency. The City, at its option, may prorate the Standby pay for the period the employee is unavailable for standby.

The person on standby must be able to be contacted at all times during the week they are required to be on standby, except as noted in the previous paragraph. The person on standby may be required to take a city vehicle home, and use the city vehicle shall be restricted to City business.

An employee will not be required to perform standby during periods of scheduled vacation times and will not receive standby pay for those periods. The senior Steamfitter will provide to the City contact names, and phone numbers of competent contractor vendors for the City to utilize in the event of an emergency during his absence.

If an employee has been called out and is required to perform work between 12:00 midnight and 4:00 AM, the employee may request that up to the total of those hours worked in that period be utilized to report to work late for the next regular shift. Notice of such request must be received by the employee's supervisor prior to the start of the 7:30 AM shift, and must be due to the call out. An employee shall be paid for time absent due to such late reporting.

Standby pay will be included in the wages on which pension is calculated. **Effective December 1, 2008** the additional rate of pay for each week of standby/callout is **\$165.00; and shall be increased to \$190.00 per week effective December 1, 2012.** A call out shall be a two (2) hour minimum at the applicable overtime rate. All additional hours worked beyond the first two (2) hours of work performed on call-out shall be paid at the applicable rate.

Clothing Allowance:

The City of Peoria shall pay one check per year to each covered employee. Effective December 1, **2008** the amount paid to applied to clothing, foul weather gear, and safety shoe purchases shall be **\$305.00; and increased to \$330.00 per year on December 1, 2010, and to \$350.00 per year on December 1, 2012.** The payment date will be consistent among the covered Unions in the Multi-Union Agreement.

Job Bidding:

Hiring of temporary employees from the hall will be in accordance with Sections 29.1 and 29.2 of the Master Agreement, and wages, benefits, and checkoffs applicable for such employees shall be made in accordance with Sections 29.2 and 29.3 of the Master Agreement. The City will not be required to make contributions to the Education Trust (currently **\$1.01/hour**).

Apprentices:

An apprentice utilized to fill a temporary position shall be limited to a maximum of 1000 hours of work in a 12 month period, shall work under the supervision of a Steamfitter journeyman, and shall receive wages, benefits, and checkoffs as specified in the outside scale agreement. In the event that the City would determine its requirements to include an apprentice as a permanent employee, the parties agree to open negotiations for the sole purpose of negotiating an agreement for a permanent apprentice employee.

I believe that this covers all of the side issues required. If you agree, please sign in the place indicated.

Sincerely,

Joseph F. Smith
Labor Relations Manager
City of Peoria

READ AND APPROVED:

Robert Lawless, Business Manager
Steamfitters Local 353