



City of Pekin

**REGULAR CITY COUNCIL MEETING
MONDAY, SEPTEMBER 14, 2020
5:30 PM**

This will be a Remote Meeting held via "Zoom Meetings". THE PUBLIC CAN ONLY ATTEND THIS MEETING REMOTELY; Due to the Governor's Executive Order regarding COVID-19 and the relaxing of the Open Meeting Act requirements, this meeting will be held remotely via Zoom Meetings without an in-person meeting location for the public to attend. You will be able to listen to the meeting and submit comments during the time for Public Comments by sending a direct message to the meeting host using Zoom Meetings

To join in the meeting follow this link: <https://zoom.us/j/6898035689>. By phone, dial in and listen to the Meeting as follows: 1-312-626-6799; then enter Meeting ID 689 803 5689. Prior to the meeting, you can also submit a public comment remotely by email, by 3 PM the day of the Meeting, by sending an email to the City Clerk at smcmillan@ci.pekin.il.us and inserting in the subject line for the email "Public Comment for Meeting on September 14, 2020".

To view meeting online go to: <http://pekinil.iqm2.com> (click banner at the top that states "View live meeting") or Channel 22

1. Pledge of Allegiance

2. Call to Order

3. Approve Agenda

3.1. Approve agenda

4. Approval of Minutes

4.1. City Council - Regular Meeting - Aug 24, 2020 5:30 PM

4.2. City Council - Special Meeting - Sep 8, 2020 6:00 PM

5. Public Input

6. Consent Agenda

6.1. Accounts Payable To Be Paid Proof List thru September 4, 2020

6.2. Police Department Monthly Stats - August 2020

6.3.	Tazewell County Animal Control Billing - August 2020
7.	Unfinished Business
7.1.	Resolution No. 83 - 19/20 Authorizing Early Payment of Final Installment of Debt Service for Griffin Drive Construction Project ACTION REQUESTED: Approve and Adopt the Resolution.
8.	New Business
8.1.	Ordinance No. 2896 - 20/21 Front Yard Variance Request Regarding 1320 S. 6th Street ACTION REQUESTED: Approve and Adopt the Request.
8.2.	Resolution No. 164 - 20/21 Professional Accounting Services ACTION REQUESTED: Approve and Adopt the Resolution.
8.3.	Resolution No. 165-20/21 Purchase of Axon Video Solution ACTION REQUESTED: Approve and Adopt the Resolution.
8.4.	Resolution No. 166-20/21 Agreement Between City of Pekin and Teamsters, Chauffeurs and Helpers Local 627 Regarding the Solid Waste Collective Bargaining Agreement ACTION REQUESTED: Approve and Adopt the Resolution.
8.5.	Resolution No. 167-20/21 Agreement Between the City of Pekin and Teamsters, Chauffeurs and Helpers Local 627 Regarding the Waste Water Unit Collective Bargaining Agreement ACTION REQUESTED: Approve and Adopt the Resolution.
8.6.	Resolution No. 168-20/21 Agreement Between City of Pekin and Teamsters, Chauffeurs and Helpers Local 627 Regarding the General Unit Collective Bargaining Agreement ACTION REQUESTED: Approve and Adopt the Resolution.
8.7.	Resolution No. 169-20/21 Agreement Between City of Pekin and Teamsters, Chauffeurs and Helpers Local 627 Regarding the Street Department Collective Bargaining Agreement ACTION REQUESTED: Approve and Adopt the Resolution.
8.8.	Update on CURES Act Reimbursement by State of Illinois

9. Any Other Business To Come Before The Council
10. Executive Session 5 ILCS 120/2 (c)
11. Adjourn



PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 S. CAPITOL ST
ON MONDAY AUGUST 24, 2020 AT 5:30 O'CLOCK P.M.
MARK LUFT * CHAIR * PRESIDING

**THIS WILL BE A REMOTE MEETING HELD VIA "ZOOM MEETINGS".
THE PUBLIC CAN ONLY ATTEND THIS MEETING REMOTELY;
DUE TO THE GOVERNOR'S EXECUTIVE ORDER REGARDING
COVID-19 AND THE RELAXING OF THE OPEN MEETING ACT
REQUIREMENTS, THIS MEETING WILL BE HELD REMOTELY
VIA ZOOM MEETINGS WITHOUT AN IN-PERSON MEETING
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EMAIL, BY 3 PM THE DAY OF THE MEETING, BY SENDING AN
EMAIL TO THE CITY CLERK AT SMC MILLAN@CI.PE KIN.IL.US
AND INSERTING IN THE SUBJECT LINE FOR THE EMAIL
"PUBLIC COMMENT FOR MEETING ON AUGUST 24, 2020".**

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(CLICK BANNER AT THE TOP THAT
STATES "VIEW LIVE MEETING") OR CHANNEL 22**

PLEDGE OF ALLEGIANCE

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The Clerk confirmed by roll call vote, that all Councilmembers were physically present.

Attendee Name	Title	Status	Arrived
Michael Garrison	Councilman	Present	5:18 PM
Rick Hilst	Councilman	Present	5:18 PM
Karen Hohimer	Councilwoman	Present	5:18 PM
Dave Nutter	Councilman	Present	5:18 PM
Lloyd Orrick	Mayor Pro-Tem	Present	5:18 PM
John P Abel	Councilman	Present	5:18 PM

Minutes Acceptance: Minutes of Aug 24, 2020 5:30 PM (Approval of Minutes)

Mark Luft	Mayor	Present	5:28 PM
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APPROVE AGENDA

3.1. Motion to: **Approve agenda**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Karen Hohimer, Councilwoman
SECONDER:	Michael Garrison, Councilman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

EXECUTIVE SESSION 5 ILCS 120/2 (C) 11. LITIGATION (C) 6. SETTING PRICE FOR SALE OF PROPERTY AND (C) 5. PURCHASE OF PROPERTY

4.1. Motion to: **Move into Executive Session**

A motion was made by Councilmember Hohimer, seconded by Councilmember Abel, to move into Executive Session at 5:32 PM. All Councilmembers were present for Executive Session. Council returned to Open Session at 6:39 PM.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Karen Hohimer, Councilwoman
SECONDER:	John P Abel, Councilman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

APPROVAL OF MINUTES

5.1. **City Council - Regular Meeting - Aug 10, 2020 5:30 PM**

Council discussed why Mr. Tim Golden's written questions were not an attachment to the minutes. It was stated that Mr. Golden's questions were not read or replied to during the meeting and therefore the minutes as written were accurate.

RESULT:	ACCEPTED [6 TO 0]
MOVER:	Karen Hohimer, Councilwoman
SECONDER:	Lloyd Orrick, Mayor Pro-Tem
AYES:	Garrison, Hohimer, Nutter, Orrick, Abel, Luft
ABSTAIN:	Rick Hilst

PUBLIC INPUT

Mayor Luft stated that an email was received from Mr. John McNish. Mayor Luft read the comments below:

10.2- why are we having the Mayor or City Manager? Should be the Mayor Now that the emergency order is expired.

10.3- same as above.

10.5- this has been going on for a while Mr. Rothert said previous staff made a mistake and said We allowed it to go on without the permit. Who is "We" ?

Mr. Rothert stated that he believed Mr. McNish was referring to business items being signed. Mr. Rothert explained that resolutions drafted used standard template language allowing the Manager to sign in case the Mayor is out of town, a simple boiler plate language. Mr. Rothert also stated that with regards to the Special Use permit on 5th Street, that the location was for a used car lot and was provided a building permit in late March by previous staff, Mr. Rothert

made the call to allow them to stay open without a permit during COVID as he did not want to shut a business down while the City was giving grant money to businesses.

PRESENTATION CHAMBER OF COMMERCE MARIGOLD FESTIVAL

City Manager, Mr. Mark Rothert, introduced Amy McCoy, Executive Director of the Chamber of Commerce.

Ms. McCoy provided handouts to Council and gave an update of the happenings of the Chamber, specifically the Marigold Festival. Ms. McCoy gave a brief background of her past work history before joining the Chamber. She expressed her enjoyment representing Pekin and the Peoria region, meeting with area businesses and networking. Ms. McCoy gave an update on the Chamber providing businesses information regarding COVID-19, rebranding the Chamber, building strong companies and leaders through the Leadership Academy, hosting fireworks celebrations and the Marigold Festival. The Marigold Festival Committee was proud to be able to provide the community with this event which will include a drive through parade and golf outing. She ended the presentation by stating how humbled the Chamber is by the abundance of community support and looks forward to working with the City of Pekin.

Mayor Luft praised Ms. McCoy on the outstanding job she has done helping with the small business grants and calming the anxieties businesses are facing.

PRESENTATION AXON VIDEO SOLUTION

City Manager, Mr. Mark Rothert, introduced the request by the police department and Chief Dossey to talk about the importance of body cams, tasers and other video equipment.

Police Chief John Dossey, reminded Council that earlier in the year I.T. presented the difficulties with storage issues and failing video systems in interview rooms. At that time staff began a comprehensive review of the video systems, that are mandated by law, that record crimes and in car videos. Chief Dossey explained that in light of current situations and civil unrest, Illinois Chiefs are pushing hard for legislation to require body cameras.

Detective Wilbert explained that the only company that offered a complete integrated solution was Axon Video Solution after doing extensive research.

Mr. Joe McKinney and Ms. Ashley Bittl, Axon representatives, gave a detailed presentation of the Axon Network that included tasers, bodycams, dash cams, interview rooms, drones and records via Zoom Meetings and screen sharing to Council. Representatives shared the background of the company, how each of the devices and software integrate together, including the features of each, providing a one stop solution. Mr. McKinney pointed out that there were no hidden expenses for the department. Ms. Bittl also explained that the Taser program was a 5 year forecast that included a warranty umbrella for all five years with no questions asked.

8.1. Discussion to Approve Police Department Acquisition of One Solution for Required Video Systems.

Council discussed Axon Video Solutions coming back for a demonstration of the new Taser guns, and possibly sending out trial equipment for 30 days.

Chief Dossey explained in more detail the reasons behind researching other solutions. Chief Dossey described recent issues with equipment and systems failing in interview rooms and trying to recover video that took an exorbitant amount of time. After discussions with I.T. it was decided that it needed replaced. The City recently entered into an agreement with Enterprise for 10 new vehicles

and in car videos have not been replaced in 2 to 3 years. It was decided to put together a comprehensive review and package and Axon touches on many different aspects of what the police department does. This solution would reduce staff time and increase efficiency with an all-inclusive package. Chief Dossey explained the addition to bodycams would be a cost difference of \$18K, which would more than make up for the fixed costs on current systems that are failing.

City Manager, Mr. Mark Rothert, stated that the request would come back to Council on September 14, 2020 for additional consideration.

CONSENT AGENDA

- 9.1. Tazewell County Animal Control Billing - July 2020**
- 9.2. Comparison of State Distributions June 2020**
- 9.3. Accounts Payable To Be Paid Proof List thru August 21, 2020**
- 9.4. Financial Reports June FY 2021**

Motion to: **Approve Consent Agenda**

Mayor Luft read through the 4 items on the Consent Agenda.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Garrison, Councilman
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

NEW BUSINESS

- 10.1. Resolution No. 157-20/21 Authorization of Staff to Pay FCI Excavating, Inc. Invoices for Emergency Repair**

City Manager, Mr. Mark Rothert, presented the request to Council to approve and adopt Resolution No. 157-20/21 Authorization of Staff to Pay FCI Excavating, Inc. Invoices for Emergency Repair. Mr. Rothert explained that the amount was over the policy threshold and would come out of the Sewerage Fund.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Garrison, Councilman
SECONDER:	John P Abel, Councilman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

- 10.2. Resolution No. 158-20/21 Authorizing the Mayor and/or City Manager to Enter into a License Agreement with State of Illinois Department of Natural Resources**

City Manager, Mr. Mark Rothert, presented the request to Council to approve and adopt Resolution No. 158-20/21 Authorizing the Mayor and/or City Manager to Enter into a License Agreement with State of Illinois Department of Natural Resources. Mr. Rothert confirmed that this line item would also come out of the Sewerage Fund.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dave Nutter, Councilman
SECONDER:	Michael Garrison, Councilman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

- 10.3. Resolution No.159-20/21 Authorizing the Mayor and/or City Manager to Enter into a Confidentiality Agreement with Azavar and Comcast of Illinois/Indiana/Ohio, LLC**

City Manager, Mr. Mark Rothert, presented the agenda item to Council to approve and adopt Resolution No.159-20/21 Authorizing the Mayor and/or City Manager to Enter into a Confidentiality Agreement with Azavar and Comcast of Illinois/Indiana/Ohio, LLC. Mr. Rothert explained that this was one of the steps to move along the process of revenue streams. The resolution also allows the City to enter into other confidentially agreements as they arise with regards to Azavar because of the third party relationship.

Attorney Kate Swise confirmed that the City is held harmless should Azavar violate the agreement.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dave Nutter, Councilman
SECONDER:	Lloyd Orrick, Mayor Pro-Tem
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

10.4. Resolution No. 160-20/21 Authorization to Terminate the Intergovernmental Agreement with IDOT for Municipal Maintenance of State Highways Effective December 1, 2020

City Manager, Mr. Mark Rothert, presented the request to Council to approve and adopt Resolution No. 160-20/21 Authorization to Terminate the Intergovernmental Agreement with IDOT for Municipal Maintenance of State Highways Effective December 1, 2020. Mr. Rothert stated that with the City indicating interests to terminate the agreement the State would take on the responsibility.

Councilmember Orrick made the observation that it had been 20-25 years that the City has been maintaining the State highway and felt new money in the General Fund should be used for an Engineer Tech. Councilmember Orrick directed the City Manager to hire a tech as soon as possible.

Mr. Rothert advised that a no vote would be to keep the agreement.

Attorney Kate Swise advised that the timeframe to terminate is 90 days' notice and does not have to be mutual.

Councilmember Nutter questioned what needed to be done to fix the sinkholes on 2nd Street between Hardees and Ace Liquors.

Street Department Supervisor, Mr. Brett Olson, explained that a permit was needed through the State and was submitted two weeks ago. The City's hands were tied until the State issues the permit.

City Engineer, Ms. Josie Esker, added that the responsibility to fix the sinkholes relies on the City because the City owns the sewers. Ms. Esker updated Council on hiring an Engineer Tech and explained that application were open a few more weeks.

Councilmember Hilst discussed how the City used to receive a lot more money in the past for maintaining the road.

Mr. Olson added that because we maintain it we are liable for someone popping a tire on a pothole if the City is notified. The City is not equipped to snow plow the amount of lanes on the road.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lloyd Orrick, Mayor Pro-Tem
SECONDER:	Michael Garrison, Councilman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

- 10.5. Approving Request for Special Use for an Outdoor Sales Space For Exclusive Sale of New or Used Automobiles, Motorcycles and RV's at 602 N. 5th Street**
City Manager, Mr. Mark Rothert, presented the request to Council to approve a request for Special Use for an Outdoor Sales Space for exclusive sale of new or used automobiles, motorcycles and RV's at 602 N. 5th Street.

Councilmember Hilst voiced concerns about continued business operations before the location was approved for a Special Use and expressed uncertainty that they were meeting code requirements.

Councilmember Hilst and Councilmember Nutter also discussed complaints such as bright lights, parking, and how this location affects nearby businesses and residents.

RESULT:	APPROVED [5 TO 2]
MOVER:	Rick Hilst, Councilman
SECONDER:	John P Abel, Councilman
AYES:	Garrison, Hohimer, Orrick, Abel, Luft
NAYS:	Rick Hilst, Dave Nutter

- 10.6. Ordinance No. 1568-A214-20/21 An Ordinance Amending the Zoning Classification of Certain Real Property Bounded by Koch Street and Hanna Drive**

City Manager, Mr. Mark Rothert, presented the request to Council to approve and adopt Ordinance No. 1568-A214-20/21 An Ordinance Amending the Zoning Classification of Certain Real Property Bounded by Koch Street and Hanna Drive.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Rick Hilst, Councilman
SECONDER:	Lloyd Orrick, Mayor Pro-Tem
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

- 10.7. Ordinance No. 2894-20/21 Approving and Authorizing a TIF Redevelopment Agreement with Hamm's Furniture Inc.**

City Manager, Mr. Mark Rothert, presented the request to Council to approve and adopt Ordinance No. 2894-20/21 Approving and Authorizing a TIF Redevelopment Agreement with Hamm's Furniture Inc. Mr. Rothert felt this was a great project for downtown to revitalize the building and make that stretch of the 300 block pop.

Mayor Luft expressed his excitement over the project and felt it was well deserved.

Councilmember Orrick concurred with the Mayor's feelings regarding the project and also discussed Pizza Peel's TIF agreement.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John P Abel, Councilman
SECONDER:	Lloyd Orrick, Mayor Pro-Tem
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

City Manager, Mr. Mark Rothert, announced good news regarding the City receiving a \$2M grant from the State through the Fast Track program. All funds will be going towards Court Street.

Mayor Luft announced the passing of great community member, Rotarian Michael Caringello and asked to take a moment of silence.

Councilmember Orrick expressed appreciation for Mr. Caringello and thanked the Chamber of Commerce for all their help during COVID and planning the Marigold Festival.

Councilmember Hohimer praised Hamm's Furniture for providing comfortable mattresses for her friend and spoke in favor of Hamm's furniture's TIF agreement.

Councilmember Abel praised the Chamber of Commerce for updating businesses and getting questions answered.

Councilmember Nutter questioned whether the City will anticipate going out to bid regarding the \$2M received for Court Street.

Mr. Rothert explained that he is working with the Department of Commerce and is awaiting documents to sign. The scope applied for was larger than the current bid for \$2M. Discussion would be forthcoming.

Council discussed the requirement of the re-opening of City Hall and consensus was to open on September 7, 2020. Mr. Rothert confirmed that a safety plan would be drafted and submitted to Council next week.

Councilmember Hilst discussed concerns to spray the weeds around the City, spoke against City crew mowing State property and adding phone numbers and other information to the website. Councilmember Hilst also questioned the recyclable totes in front of Jefferson School, an update to Pizza Peel, treasurers' salaries, and catch basins.

Mr. Rothert followed up to Councilmember Hilst's comments and assured that Golf Green would be spraying weeds this week on Court Street and totes were given to Jefferson School during educational seminars on recycling through a grant received from the County, but does not believe there is an agreement in place. Mr. Rothert added that he would look into the Financial Reports with regards to the Finance Director's salary and Pizza Peel will no longer be opening and the developer has 18 months to get a new retailer in that location.

Council discussed the bricks located at the street department from a repair for future use.

Mayor Luft read comments from Mr. Jay McNish that stated: "Lastly, Thanks to Sue McMillan she has been working very hard during this COVID situation, all City workers at City Hall should have that work ethic."

ADJOURN

There being no further business coming to Council, a motion was made by Council Member Abel to adjourn seconded by Council Member Garrison. Motion carried viva voce. Mayor Luft adjourned the meeting at 8:39 P.M.

 PROCEEDINGS OF THE SPECIAL MEETING
 OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
 HELD IN THE COUNCIL CHAMBERS OF CITY HALL
 111 S. CAPITOL ST
 ON TUESDAY SEPTEMBER 8, 2020 AT 6:00 O'CLOCK P.M.
 MARK LUFT * CHAIR * PRESIDING

THIS WILL BE A REMOTE MEETING HELD VIA "ZOOM MEETINGS". THE PUBLIC CAN ONLY ATTEND THIS MEETING REMOTELY; DUE TO THE GOVERNOR'S EXECUTIVE ORDER REGARDING COVID-19 AND THE RELAXING OF THE OPEN MEETING ACT REQUIREMENTS, THIS MEETING WILL BE HELD REMOTELY VIA ZOOM MEETINGS WITHOUT AN IN-PERSON MEETING LOCATION FOR THE PUBLIC TO ATTEND. YOU WILL BE ABLE TO LISTEN TO THE MEETING AND SUBMIT COMMENTS DURING THE TIME FOR PUBLIC COMMENTS BY SENDING A DIRECT MESSAGE TO THE MEETING HOST USING ZOOM MEETINGS

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The Clerk confirmed by roll call vote, that all Council Members were physically present.

Attendee Name	Title	Status	Arrived
Michael Garrison	Councilman	Present	5:36 PM
Rick Hilst	Councilman	Present	5:55 PM
Karen Hohimer	Councilwoman	Present	5:51 PM
Dave Nutter	Councilman	Present	5:51 PM
Lloyd Orrick	Mayor Pro-Tem	Present	5:55 PM
John P Abel	Councilman	Present	5:36 PM

Minutes Acceptance: Minutes of Sep 8, 2020 6:00 PM (Approval of Minutes)

Mark Luft	Mayor	Present	5:36 PM
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APPROVE AGENDA

- 3.1.** Motion to: **Approve Agenda**

EXECUTIVE SESSION 5 ILCS 120/2 (C) (2.) COLLECTIVE NEGOTIATING MATTERS BETWEEN THE PUBLIC BODY AND ITS EMPLOYEES AND (C) (5.) PURCHASE OF PROPERTY

- 4.1.** Motion to: **Move to Executive Session**

A motion was made by Councilmember Abel, seconded by Councilmember Garrison, to move into Executive Session at 6:02 PM. All Councilmembers were present for Executive Session. Council returned to Open Session at 7:05 PM.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John P Abel, Councilman
SECONDER:	Michael Garrison, Councilman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

PUBLIC INPUT

The City Clerk and the Mayor both confirmed no comments were submitted for Public Input.

CONSENT AGENDA

- 6.1. Receive and File Bids for the Downtown Court Street Drainage Improvement Project**

Motion to: **Approve Consent Agenda**

Councilmember Garrison read the 1 item on the Consent Agenda.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Garrison, Councilman
SECONDER:	John P Abel, Councilman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

NEW BUSINESS

- 7.1. Resolution No. 161-20/21 Award Downtown Court Drainage Improvement Project to Stark Excavating, Inc.**

City Manager, Mr. Mark Rothert, presented the request to Council to approve and adopt Resolution No. 161-20/21 Award Downtown Court Drainage Improvement Project to Stark Excavating, Inc. Mr. Rothert confirmed that the project would come out of the Central Business District TIF.

City Engineer, Ms. Josie Esker, confirmed that the beginning engineer's estimate was just under \$51K, which was significantly over.

Councilmember Hilst voiced concerns as to whether this was the City's responsibility or the business owner.

Ms. Esker added that to her knowledge there has been major issues with the two major flooding events in the last two years creating enough pressure to push their door inward causing major flooding in their basement. Ms. Esker also stated that the deadline would more than likely be extended in order to present the project to the Public Infrastructure Committee.

Councilmember Hilst also pointed out that the bank building was not in the TIF district and that only Court Street was.

Ms. Esker also believed that the inlets would help any business down the road as well, but as far as she knows the bank is the only business having issues.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lloyd Orrick, Mayor Pro-Tem
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

7.2. Resolution No. 162-20/21 Authorizing COVID-19 Small Business Assistance Grants Round Three

City Manager, Mr. Mark Rothert, presented the request to Council to approve and adopt Resolution No. 162-20/21 Authorizing COVID-19 Small Business Assistance Grants Round Three. Mr. Rothert explained that a total of \$19K would be disbursed to those that applied. It was proposed that the remaining fund balance of \$328K from Rounds 1-3 would be equitably disbursed proportionate to the grant received with a 90 day deadline to complete required documentation for 100% funding.

Councilmember Orrick suggested sending a reminder letter to applicants.

Council agreed that the final distribution did not have to come back for Council approval with a list of businesses.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Rick Hilst, Councilman
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

7.3. Resolution No. 163-20/21 Updated Information Regarding Police Vehicle Lease and Outfitting of Police Vehicles

City Manager, Mr. Mark Rothert, presented the agenda item to Council to approve and adopt Resolution No. 163-20/21 Updated Information Regarding Police Vehicle Lease and Outfitting of Police Vehicles.

Council discussed how the previous Enterprise agreement should have included the cost to outfit the new vehicles and felt it was no longer a good deal.

Police Chief John Dossey explained that in the past the cages from the old vehicles were reused to fit newer vehicles, but due to the body style change, it was unforeseen that the old outfit would not fit the newly ordered vehicles. All aspects of the outfit are necessary requirements for police vehicles. All costs would come from the \$220K credit with Enterprise to outfit the new vehicles.

RESULT:	ADOPTED [6 TO 1]
MOVER:	Rick Hilst, Councilman
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Garrison, Hohimer, Nutter, Orrick, Abel, Luft
NAYS:	Rick Hilst

7.4. Ordinance No. 2895-20/21 Directing the Sale of City Owned Real Estate

City Manager, Mr. Mark Rothert, presented the request to Council to approve and adopt Ordinance No. 2895-20/21 Directing the Sale of City Owned Real Estate.

City Attorney, Ms. Kate Swise, explained that a minimum bid price can be set and Council has the authority to accept the high bid with a three quarters vote. Ms. Swise pointed out that Council does not have to accept the high bid should another bid be in the best interests of the City.

Mr. Rothert stated that approximately 90 parcels could be sold.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dave Nutter, Councilman
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

7.5. Discussion - Sewer Utility Late Fees and Disconnections

City Manager, Mr. Mark Rothert, led the discussion regarding Sewer Utility Late Fees and Disconnections.

Council and staff discussed the percentage of residents that pay late, payment plan rules and whether late fees should be reinstated since being waived due the COVID-19 pandemic.

Council suggested creating an insert or writing on the back of the wastewater bill for the next billing cycle that late fees will be reinstated.

Finance Director, Mr. Bruce Marston, stated that the City budgets about \$350K in late fees.

7.6. Discussion - Business License Registration Ordinance

City Manager, Mr. Mark Rothert, led the discussion regarding the Business License Registration Ordinance.

City Attorney, Ms. Kate Swise, clarified that the proposed ordinance included in the packet was simply a registry with no fees, no options to revoke, no application process nor anything to approve. Other municipalities have business licenses with a small fee or a graduated fee based on square footage.

Council discussed implementing a business license instead of a registry, with possibly a small yearly fee for any business doing business in the City of Pekin, regardless of physical location. Should the City receive complaints, the license could be revoked.

Mr. Rothert added that the request would come back to Council at a future meeting.

7.7. Discussion - Census Response Rate for City of Pekin

City Manager, Mr. Mark Rothert, led the discussion regarding the Census Response Rate for City of Pekin. The Census Committee has been utilizing Council Chambers to train. The City's response rate is at 73.7%, which is better than the Illinois overall rate of 69.8%. Residents are able to report their census until the end of the month at 2020census.gov.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Councilmember Orrick thanked Mayor Mark Luft for all the work and time put in not only during COVID but has accomplished more than any other Mayor.

Councilmember Abel shared the good news that Court Street is fully funded from Veteran's Drive to 8th Street.

Councilmember Hohimer thanked Mayor Mark Luft for calming a constituent during unrest.

Councilmember Nutter requested clarification and a possible ordinance change regarding executive sessions at the beginning of a meeting.

City Attorney, Ms. Kate Swise, replied to Councilmember Nutter, by stating that there is no ordinance or law that says executive sessions have to be listed on the agenda.

Councilmember Hilst confirmed with the City Clerk that paper packets for the upcoming election will be available September 24, 2020.

Mayor Luft asked Council and employees to reflect on the last year and to be proud of all accomplishments.

ADJOURN

There being no further business coming to Council, a motion was made by Council Member Hohimer to adjourn seconded by Council Member Orrick. Motion carried viva voce. Mayor Luft adjourned the meeting at 8:30 P.M.

Minutes Acceptance: Minutes of Sep 8, 2020 6:00 PM (Approval of Minutes)

**REQUEST FOR COUNCIL ACTION**

Agenda Date: September 14, 2020
To: Council Members
From: Bruce Marston, Finance Director

AGENDA ITEM: Accounts Payable To Be Paid Proof List thru September 4, 2020

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Bruce Q Marston

Bruce Q Marston, Finance Director

9/10/2020

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

9/10/2020

Date:

Accounts Payable

To Be Paid Proof List

User: mkflatley
 Printed: 09/02/2020 - 7:36AM
 Batch: 00013.08.2020 - missyl



City Of Pekin
 111 S. Capitol
 Pekin, IL 61554

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
A to Z Rental									
10005									
83717	8/17/2020	29.99	0.00	09/04/2020	yard-crew	expense		No	0
100-068-522400 General Supplies					head trimmer for weed eater				
83717 Total:		29.99							
A to Z Rental Total:		29.99							
AAA Certified Confidential Security Corp									
10891									
85003	8/21/2020	46.00	0.00	09/04/2020	confidential material disposal			No	0
100-990-569000 Other Contractual Service					8/21/20				
85003 Total:		46.00							
85031	8/21/2020	38.00	0.00	09/04/2020	confidential material disposal			No	0
100-761-569000 Other Contractual Service					8/21/20				
85031 Total:		38.00							
AAA Certified Confidential		84.00							
AAIM Employers Association									
10918									
43157	5/31/2020	475.90	0.00	09/04/2020	background check			No	0
100-005-569000 Other Contractual Service									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	43157 Total:	475.90							
*** 44311	8/31/2020	9.00	0.00	09/04/2020				No	0
100-761-569000 Other Contractual Service				background check					
*** 44311	8/31/2020	5,184.95	0.00	09/04/2020				No	0
501-501-569000 Other Contractual Service				background checks					
	44311 Total:	5,193.95							
	AAIM Employers Associa	5,669.85							
Advance Auto Parts									
12965									
5565	8/12/2020	57.63	0.00	09/04/2020				No	0
223-026-534000 Automotive Expense				brake calipers					
	5565 Total:	57.63							
*** 8954	8/17/2020	68.62	0.00	09/04/2020				No	0
100-761-534000 Automotive Expense				serpentine belt & tensioner squad 5172					
	8954 Total:	68.62							
9010	8/19/2020	9.01	0.00	09/04/2020				No	0
100-761-534000 Automotive Expense				toggle switch squad 5172					
	9010 Total:	9.01							
9090	8/11/2020	186.52	0.00	09/04/2020				No	0
100-761-534000 Automotive Expense				brake rotors & pads squad 5051b					
	9090 Total:	186.52							
*** 9093	8/11/2020	323.88	0.00	09/04/2020				No	0
100-761-534000 Automotive Expense				front wheel bearing squad 5153					
	9093 Total:	323.88							
*** 9117	8/12/2020	19.21	0.00	09/04/2020				No	0
223-026-534000 Automotive Expense				brake calipers					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
9117 Total:		19.21							
9131	8/13/2020	179.98	0.00	09/04/2020				No	0
100-761-534000 Automotive Expense				2 batteries					
9131 Total:		179.98							
*** 9132	8/13/2020	172.87	0.00	09/04/2020				No	0
100-761-534000 Automotive Expense				brake pads & rotors squad 5153					
9132 Total:		172.87							
9203	8/17/2020	53.89	0.00	09/04/2020				No	0
100-761-534000 Automotive Expense				belt tensioner squad 5171					
9203 Total:		53.89							
9204	8/17/2020	14.73	0.00	09/04/2020				No	0
100-761-534000 Automotive Expense				serpentine belt squad 5171					
9204 Total:		14.73							
9223	8/18/2020	9.42	0.00	09/04/2020				No	0
100-032-534000 Automotive Expense				oil filters for st416					
9223 Total:		9.42							
9224	8/18/2020	62.73	0.00	09/04/2020				No	0
100-761-534000 Automotive Expense				cabin air filter and blower moter resister squad 5172					
9224 Total:		62.73							
*** 9228	8/18/2020	7.88	0.00	09/04/2020		expense		No	0
100-068-522400 General Supplies				spark plug	yard-crew				
9228 Total:		7.88							
9235	8/18/2020	77.52	0.00	09/04/2020				No	0
223-023-534000 Automotive Expense				air filter for sw 13 and sw9					
9235 Total:		77.52							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
9246	8/18/2020	39.72	0.00	09/04/2020				No	0
223 023 534000 Automotive Expense				air filter for sw13					
9246 Total		39.72							
9250	8/19/2020	416.40	0.00	09/04/2020				No	0
501-501-534000 Automotive Expense				20 fuel filters					
9250 Total:		416.40							
9252	8/19/2020	8.60	0.00	09/04/2020				No	0
501-501-534000 Automotive Expense				headlight socket					
9252 Total:		8.60							
*** 9264	8/19/2020	26.78	0.00	09/04/2020				No	0
100-034-534000 Automotive Expense				hose for 2011 ford					
9264 Total:		26.78							
9374	8/24/2020	94.16	0.00	09/04/2020				No	0
223-023-534000 Automotive Expense				hub bearing unit for sw6					
9374 Total:		94.16							
9414	8/25/2020	31.68	0.00	09/04/2020				No	0
501-501-534000 Automotive Expense				headlight and sockets					
9414 Total:		31.68							
Advance Auto Parts Total:		1,861.23							
All Purpose Polygraph									
12588									
1188	8/19/2020	150.00	0.00	09/04/2020				No	0
100-990-590900 Police And Fire Commission				polygraph examination applicant					
1188 Total:		150.00							

Invoice Number Invoice Date Amount Quantity Payment Date Task Label Type PO # Close PO Line #
Account Number Description Reference

All Purpose Polygraph Tot		150.00							
All Small Engine N More LLC									
13945									
*** 1116	8/12/2020	560.00	0.00	09/04/2020				No	0
501-501-557200 License And Inspection Fees				bus inspections					
*** 1116	8/12/2020	28.00	0.00	09/04/2020				No	0
100-032-557200 License And Inspection Fe				inspection of #401					
*** 1116	8/12/2020	84.00	0.00	09/04/2020				No	0
223-023-557200 License And Inspection Fees				inspection of sw13 and sw14					
*** 1116	8/12/2020	42.00	0.00	09/04/2020				No	0
223-026-557200 License And Inspection Fees				inspection of rc2					
1116 Total:		714.00							
11147	8/17/2020	168.00	0.00	09/04/2020				No	0
501-501-557200 License And Inspection Fees				bus inspections					
1147 Total:		168.00							
All Small Engine N More L		882.00							
Allegra Print & Imaging									
10016									
61402	8/24/2020	76.00	0.00	09/04/2020				No	0
100-761-551000 Printing And Publications				business cards					
61402 Total:		76.00							
61527	8/29/2020	20.00	0.00	09/04/2020				No	0
501-501-522400 General Supplies				replaced magnet for bus					
61527 Total:		20.00							
Allegra Print & Imaging To		96.00							

Altorfer Inc

AP-To Be Paid Proof List (09/02/2020 - 7:36 AM)

*** means this invoice number is a duplicate.

Attachment: To Be Paid Proof List FY21 9-4-20 (2307 : Accounts Payable To Be Paid Proof List thru September 4, 2020)

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
10019									
pc020624129	8/28/2020	243.34	0.00	09/04/2020	hose and coupling for sw			No	0
223-023-534000 Automotive Expense									
	pc020624129 Total:	243.34							
	Altorfer Inc Total:	243.34							
Amanda's Closet LLC									
14142									
08252020	8/25/2020	200.00	0.00	09/04/2020	final small business and microenterprise grant			No	0
261-319-511500 Econ Development Assist									
	08252020 Total:	200.00							
Amanda's Closet LLC Total		200.00							
Amerencilco									
10021									
*** 0931067015	8/19/2020	70.16	0.00	09/04/2020	324 court st 7/19-8/17/20			No	0
100-032-550500 Electricity For Street Li									
	0931067015 Total:	70.16							
*** 1270092007	8/6/2020	128.14	0.00	09/04/2020	13906 airport ln elec vault/7/6-8/4/28			No	0
525-525-550100 Utilities									
	1270092007 Total:	128.14							
*** 2063131008	8/17/2020	1,354.79	0.00	09/04/2020	all traffic lights 6/25-8/12/20			No	0
100-032-550600 Electricity For Signal Li									
	2063131008 Total:	1,354.79							
*** 2349029006	8/18/2020	1,046.98	0.00	09/04/2020	electricity for liftstations 6/21-8/12/20			No	0
231-030-550100 Utilities									
	2349029006 Total:	1,046.98							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
*** 2434114066	8/18/2020	1,548.19	0.00	09/04/2020	customer owned street lights 7/17-8/17/20			No	0
100-032-550500 Electricity For Street Li									
2434114066 Total:		1,548.19							
*** 3955025012	8/24/2020	38.01	0.00	09/04/2020	street light at 1703 remington			No	0
100-032-550500 Electricity For Street Li									
3955025012 Total:		38.01							
*** 8695491773	8/18/2020	5,308.91	0.00	09/04/2020	street lights 7/17-8/17/20			No	0
100-032-550500 Electricity For Street Li									
8695491773 Total:		5,308.91							
Amerencilco Total:		9,495.18							
Atlas Supply Company									
10038									
018617	6/15/2020	407.87	0.00	09/04/2020	microfiber cleaning cloths			No	0
501-501-522400 General Supplies									
018617 Total:		407.87							
0187657-01	6/18/2020	189.99	0.00	09/04/2020	detail cloths			No	0
501-501-522400 General Supplies									
0187657-01 Total:		189.99							
019368	7/30/2020	160.85	0.00	09/04/2020	white roll towels and fold towels			No	0
100-068-522400 General Supplies									
019368 Total:		160.85							
019390	8/17/2020	799.96	0.00	09/04/2020	COVI-D019 foaming alcohol and gel hand sanitizer	expense		No	0
100-068-522400 General Supplies									
019390 Total:		799.96							
019390-01	8/28/2020	599.96	0.00	09/04/2020	COVI-D019 hand sanitizer for buses	expense		No	0
501-501-520200 Office Supplies									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			

019390-01 Total:									
		599.96							
019482	8/4/2020	644.49	0.00	09/04/2020	roll towels, fold towels, bowl cleaner and hand soap			No	0
100-034-522400 General Supplies									
019482 Total:									
		644.49							
019709	8/17/2020	119.98	0.00	09/04/2020	disinfectant wipes, alcohol and dispenser			No	0
100-068-522400 General Supplies									
019709 Total:									
		119.98							
019721	8/17/2020	571.54	0.00	09/04/2020	roll towels, can liners, toilet tissue and foam cups			No	0
100-068-522400 General Supplies									
019721 Total:									
		571.54							
Atlas Supply Company To									
		3,494.64							
AutoZone Commercial 712500 MS #1									
10042									
0628839329	8/31/2020	23.12	0.00	09/04/2020	ratchet straps for street dept			No	0
100-032-522400 General Supplies									
0628839329 Total:									
		23.12							
AutoZone Commercial 712									
		23.12							
Avanti's Dome LLC									
11012									
08252020	8/25/2020	500.00	0.00	09/04/2020	final small business and microenterprise grant			No	0
261-319-511500 Econ Development Assist									
08252020 Total:									
		500.00							
Avanti's Dome LLC Total:									
		500.00							

Invoice Number
Account Number

Avfuel Corporation
10780

013840920

525-525-524000 Lease/rental Of Equipment

013840920 Total:

Avfuel Corporation Total:

08272020

231-030-569000 Other Contractual Service

08272020-1

231-030-569000 Other Contractual Service

08272020-1 Total:

Bass, Jeff Total:

Batteries Plus - 278

10898

p30391534

100-761-555000 Radio Expense

p30391534 Total:

Batteries Plus - 278 Total:

Kelly & Castagna, LLC

08202020

695-093-518133 Claims Paid / Police Prot

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Attachment: To Be Paid Proof List FY21 9-4-20 (2307 : Accounts Payable To Be Paid Proof List thru September 4, 2020)

6.1.a

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Packet Pg. 25

Invoice Number Invoice Date Amount Quantity Payment Date Task Label Type PO # Close PO Line #
Account Number Description Reference

0820202020 Total:										14,500.00									
C & G Concrete Construction Co Inc.																			
12650																			
1	8/15/2020	30,821.65	0.00	09/04/2020	SIDE-0020	contr												No	0
445-041-534900 Sidewalk Renovations																			
1 Total:										30,821.65									
C & G Concrete Construct										30,821.65									
Calpine Energy Solutions																			
10590	8/31/2020	29.10	0.00	09/04/2020														No	0
*** 2024400131779																			
100-032-550600 Electricity For Signal Li																			
*** 2024400131779	8/31/2020	4,104.38	0.00	09/04/2020	101 s parkway & mall traffic lights 7/21-8/25/20													No	0
100-032-550500 Electricity For Street Li																			
*** 2024400131779	8/31/2020	403.41	0.00	09/04/2020	customer ownedstreet lights and city street lights 7/17-8/17/													No	0
231-030-550100 Utilities																			
*** 2024400131779	8/31/2020	369.11	0.00	09/04/2020	all lifistations 6/30-8/25/20													No	0
100-068-550100 Utilities																			
*** 2024400131779	8/31/2020	3,102.01	0.00	09/04/2020	1411 elmgrove tower/1130 koch st unit a 7/1-8/26/20													No	0
100-068-550100 Utilities																			
*** 2024400131779	8/31/2020	10,208.68	0.00	09/04/2020	all public properties 6/29-8/14/20													No	0
231-031-550100 Utilities																			
*** 2024400131779	8/31/2020	518.63	0.00	09/04/2020	606 s front st/2500 s 2nd 7/2-8/26/20													No	0
525-525-550100 Utilities																			
*** 2024400131779	8/31/2020	138.21	0.00	09/04/2020	airport locations 7/6-8/4/20													No	0
100-032-550100 Utilities																			
*** 2024400131779	8/31/2020	123.93	0.00	09/04/2020	1208 koch/1140 koch 7/1-8/16/20													No	0
223-023-550100 Utilities																			
*** 2024400131779	8/31/2020	34.16	0.00	09/04/2020	1208 koch 7/1-8/1/20													No	0
501-501-550100 Utilities																			
*** 2024400131779	8/31/2020	752.52	0.00	09/04/2020	1130 koch st unit b 7/1-8/1/20													No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
100-034-550100 Utilities				3232 court & 272 derby 7/15-8/18/20					
*** 2024400131779	8/31/2020	34.16	0.00	09/04/2020				No	0
699-069-550100 Utilities				1130 koch unit b 7/1-8/1/20					
	202440013177977 Total:	19,818.30							
	Calpine Energy Solutions T	19,818.30							
Casey Transportation Services, Inc									
13206									
*** 202025501	8/22/2020	473.44	0.00	09/04/2020				No	0
100-032-535000 Material And Hauling				rock delivery for street repairs 8/18/20					
*** 202025501	8/27/2020	481.50	0.00	09/04/2020				No	0
100-032-535000 Material And Hauling				delivery of rock for street repairs 8/27/20					
	202025501 Total:	954.94							
	Casey Transportation Serv	954.94							
Cat Financial Services									
10104									
30030100	8/19/2020	1,673.17	0.00	09/04/2020				No	0
445-041-524000 Lease/Rental of Equipment				monthly loader payment 7/15-8/15/20					
	30030100 Total:	1,673.17							
	Cat Financial Services Tota	1,673.17							
Center for Prevention of Abuse									
12233									
08252020	8/25/2020	31,349.00	0.00	09/04/2020				No	0
261-317-511200 Public Serv Activity/Delivery				IDIS #514 CFPA Carol House grant					
	08252020 Total:	31,349.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			

	Center for Prevention of Ab	31,349.00							
Centre State International Trucks, Inc.									
10109	8/10/2020	15.59	0.00	09/04/2020				No	0
271133				gasket for sw8					
223-023-534000 Automotive Expense									
	271133 Total:	15.59							
271165	8/12/2020	654.61	0.00	09/04/2020				No	0
223-023-534000 Automotive Expense				front tierod for sw8					
	271165 Total:	654.61							
271167	8/12/2020	168.81	0.00	09/04/2020				No	0
223-023-534000 Automotive Expense				oil pan gasket					
	271167 Total:	168.81							
271216	8/17/2020	127.08	0.00	09/04/2020				No	0
223-023-534000 Automotive Expense				turn signal switch for sw9					
	271216 Total:	127.08							
	Centre State International T	966.09							
CenturyLink									
10111	8/10/2020	37.94	0.00	09/04/2020				No	0
*** 304021116				phone service 08/10-09/09/20					
100-009-550300 Telephone									
	304021116 Total:	37.94							
*** 304025584	8/10/2020	49.15	0.00	09/04/2020				No	0
100-034-550300 Telephone				phone service 08/10-09/09/20					
	304025584 Total:	49.15							

Invoice Number Invoice Date Amount Quantity Payment Date Task Label Type PO # Close PO Line #
Account Number Description Reference

CenturyLink Total:									
		87.09							
CINTAS Corporation									
10115	8/20/2020	175.71	0.00	09/04/2020	clean uniforms 8/20/20			No	0
4059331389									
699-069-569000 Other Contractual Service									
4059331389 Total:									
		175.71							
4059331494	8/20/2020	89.81	0.00	09/04/2020	clean uniforms 8/20/20			No	0
231 031 569000 Other Contractual Service									
4059331494 Total									
		89.81							
4059982777	8/27/2020	89.81	0.00	09/04/2020	clean uniforms 8/27/20			No	0
231-031-569000 Other Contractual Service									
4059982777 Total:									
		89.81							
CINTAS Corporation Total									
		355.33							
City Solutions Consulting LLC									
14124	9/4/2020	4,080.00	0.00	09/04/2020	consultant fees 8/18-8/31/20			No	0
46									
270-270-560500 Consulting Services									
46 Total:									
		4,080.00							
City Solutions Consulting L									
		4,080.00							
CliftonLarsonAllen LLP									
13966	8/18/2020	4,593.75	0.00	09/04/2020	professional services 7/31-8/15/20			No	0
2586327									
100-006-569000 Other Contractual Service									
2586327 Total:									
		4,593.75							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
CliftonLarsonAllen LLP To									
Comcast Cable		4,593.75							
11073									
*** 203200090660	8/19/2020	224.13	0.00	09/04/2020				No	0
525-525-550300 Telephone				phone and internet service 8/23-9/22/20					
	203200090660 Total:	224.13							
	Comcast Cable Total:	224.13							
Command Fire Apparatus									
14234									
4645	8/4/2020	2,500.00	0.00	09/04/2020				No	0
100-034-524000 Lease/rental Of Equipment				rental on fire truck 4/4-9/2/20					
	4645 Total:	2,500.00							
	Command Fire Apparatus T	2,500.00							
Constellation Newenergy/Gas Division									
13810									
*** 2974734	8/18/2020	505.77	0.00	09/04/2020				No	0
100-068-550100 Utilities				111 s capitol & 1130 koch st service for 08/20					
*** 2974734	8/18/2020	473.67	0.00	09/04/2020				No	0
100-068-550100 Utilities				1130 koch st unit a service for 08/20					
*** 2974734	8/18/2020	140.29	0.00	09/04/2020				No	0
501-501-550100 Utilities				1130 koch unit b service for 08/20					
*** 2974734	8/18/2020	140.29	0.00	09/04/2020				No	0
699-069-550100 Utilities				1130 koch unit b service for 08/20					
*** 2974734	8/18/2020	268.38	0.00	09/04/2020				No	0
100-034-550100 Utilities				fire dept locations service for 08/20					
*** 2974734	8/18/2020	383.86	0.00	09/04/2020				No	0
100-032-550100 Utilities				1208 koch st service for 08/20					
*** 2974734	8/18/2020	211.03	0.00	09/04/2020				No	0
525-525-550100 Utilities				airport locations service for 08/20					

Invoice Number
Account Number

*** 2974734

231-031-550100 Utilities

2974734 Total:

Constellation Newenergy/G

Core & Main

10255

m878105

231-033-564100 Drainage Improvements

m878105 Total:

Core & Main Total:

Curtis 1000 Inc - Midwest

10143

6039653

100-006-551000 Printing And Publications

6039653 Total:

Curtis 1000 Inc - Midwest

Duke's Root Control, Inc

14233

1743

231-000-150800 Sewer Improvements

1743 Total:

Duke's Root Control, Inc T

Eden K9 Consulting & Training Corp

AP-To Be Paid Proof List (09/02/2020 - 7:36 AM)

*** means this invoice number is a duplicate.

Attachment: To Be Paid Proof List FY21 9-4-20 (2307 : Accounts Payable To Be Paid Proof List thru September 4, 2020)

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
13819									
1916	8/13/2020	174.00	0.00	09/04/2020				No	0
100-009-538000 Maintenance Agreements				KATS programs 5/15/20-8/15/21					
1916 Total:		174.00							
Eden K9 Consulting & Tra		174.00							
F.C.I.Excavating, Inc									
11009									
2202	8/18/2020	3,675.00	0.00	09/04/2020				No	0
231-030-569000 Other Contractual Service				sewer repair at 2500 court st					
2202 Total:		3,675.00							
F.C.I.Excavating, Inc Total:		3,675.00							
Farnsworth Group Inc									
10180									
216346-1	5/28/2020	535.36	0.00	09/04/2020				No	0
231-030-561200 Engineering Fees				remaining from invoice 216346/phase III CSO project engin					
216346-1 Total:		535.36							
Farnsworth Group Inc Tot		535.36							
Fastenal Company									
10181									
ilpek157455	8/4/2020	4.26	0.00	09/04/2020				No	0
100-032-534000 Automotive Expense				bolts for st430					
ilpek157455 Total:		4.26							
ilpek157576	8/11/2020	40.88	0.00	09/04/2020				No	0
100-034-522400 General Supplies				caution tape					

Invoice Number Invoice Date Amount Quantity Payment Date Task Label Type PO # Close PO Line #
Account Number Description Reference

ilpek157576 Total:									
		40.88							
ilpek157669	8/14/2020	9.61	0.00	09/04/2020	hardware for colson building repair			No	0
100-068-522400 General Supplies									
ilpek157669 Total:									
		9.61							
Fastenal Company Total:									
		54.75							
Fidelity Security Life Insurance Co									
13930	8/25/2020	1,908.69	0.00	09/04/2020				No	0
164437764									
695-095-517506 Vision Coverage									
164437764 Total:									
		1,908.69		08/2020 vision coverage					
Fidelity Security Life Insur									
		1,908.69							
Firestone Tire & Service									
10191	8/13/2020	1,014.40	0.00	09/04/2020				No	0
220151									
100-761-534000 Automotive Expense									
220151 Total:									
		1,014.40		8 tires squad 5177 and stock					
Firestone Tire & Service To									
		1,014.40							
Flairty, Brandi									
11937	8/25/2020	13.98	0.00	09/04/2020				No	0
*** pettycash0820									
100-034-520200 Office Supplies									
*** pettycash0820									
	8/25/2020	10.94	0.00	09/04/2020	desktop organizer			No	0
100-034-520400 Postage									
*** pettycash0820									
	8/25/2020	6.50	0.00	09/04/2020	shipping costs at ups store			No	0
100-034-522400 General Supplies									
*** pettycash0820									
	8/25/2020	14.00	0.00	09/04/2020	batteries			No	0

Invoice Number
Account Number

100-034-534400 Equipment Repairs

pettycash0820 Total:

Flairty, Brandi Total:

Fornoff, Debra L
14029

08252020

261-319-511500 Econ Development Assist

08252020 Total:

Fornoff, Debra L Total:

Foster, Megan
14235

expense-0820

501-501-557200 License And Inspection Fees

expense-0820 Total:

Foster, Megan Total:

Gardner, Michael Shane
10218

expense-08/17-1

100-034-519000 Training And Education

expense-08/17-1 Total:

expense-08/17-2

100-034-519000 Training And Education

expense-08/17-2 Total:

expense-08/17-3

gear repair

45.42

45.42

8/25/2020

200.00

200.00

200.00

8/25/2020

50.00

50.00

8/17/2020

96.34

8/14/2020

11.06

11.06

8/14/2020

171.79

Type

Reference

Task Label

Payment Date

Quantity

Amount

Invoice Date

Description

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Line #

Close PO

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Task Label

Payment Date

Invoice Number Invoice Date Amount Quantity Payment Date Task Label Type PO # Close PO Line #
Account Number Description Reference

100-034-519000 Training And Education									
expense-08/17-3 Total:		171.79							
Gardner, Michael Shane To		279.19							
Gem City Tire									
12935									
26572	8/12/2020	690.44	0.00	09/04/2020				No	0
223-023-534000 Automotive Expense				tire recaps (4)					
26572 Total:		690.44							
26604	8/14/2020	340.00	0.00	09/04/2020				No	0
223-023-534000 Automotive Expense				4 sw wheels					
26604 Total:		340.00							
*** 26637	8/17/2020	308.50	0.00	09/04/2020				No	0
100-007-534000 Automotive Expense				2 tires					
*** 26637	8/17/2020	194.50	0.00	09/04/2020	yard-crew	expense		No	0
100-068-534400 Equipment Repairs				2 mower tires					
26637 Total:		503.00							
26691	8/19/2020	745.44	0.00	09/04/2020				No	0
223-023-534000 Automotive Expense				tire repair and retreads					
26691 Total:		745.44							
Gem City Tire Total:		2,278.88							
Golf Green Lawn Care									
14121									
875840	8/17/2020	80.00	0.00	09/04/2020				No	0
100-068-569000 Other Contractual Service				monthly round up at city hall 8/17/20					
875840 Total:		80.00							

Invoice Number Invoice Date Amount Quantity Payment Date Task Label Type PO # Close PO Line #
Account Number Description Reference

875843	8/27/2020	5,750.00	0.00	09/04/2020					0
100-068-569000 Other Contractual Service									
monthly round up at city streets, ditches, via-ducts .8/27/2									
875843 Total:									
		5,750.00							
876267	8/27/2020	90.25	0.00	09/04/2020					0
100-068-569000 Other Contractual Service									
fertilizer at 1000 n 14th fire station 8/27/30									
876267 Total:									
		90.25							
Golf Green Lawn Care Tot									
		5,920.25							
Harris Pest Control									
10251									
105367	8/6/2020	60.00	0.00	09/04/2020					0
525-525-566600 Pest Control									
pest control at airport 8/6/20									
105367 Total:									
		60.00							
Harris Pest Control Total:									
		60.00							
Hawkins Inc.									
12742									
4774587	8/13/2020	4,268.81	0.00	09/04/2020					0
231-031-522200 Chemical Supplies									
chlorine and polymer for water treatment									
4774587 Total:									
		4,268.81							
Hawkins Inc. Total:									
		4,268.81							
Hays, Bradley C									
14130									
08252020	8/25/2020	200.00	0.00	09/04/2020					0
261-319-511500 Econ Development Assit									
final small business and microenterprise grant									
08252020 Total:									
		200.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			

Hays, Bradley C Total:									
		200.00							
Heart Technologies Inc									
10258	8/25/2020	450.00	0.00	09/04/2020	rearranging phone system 8/13/20			No	0
36697									
100-009-550300 Telephone									
36697 Total:									
		450.00							
Heart Technologies Inc Tot									
		450.00							
Herr Petroleum Corporation									
12712	8/25/2020	7,548.13	0.00	09/04/2020	4000 gallons diesel fuel delivered 8/25/20			No	0
d36763									
699-000-160100 Fuel Inventory									
d36763 Total:									
		7,548.13							
d36764	8/25/2020	7,327.72	0.00	09/04/2020	4000 gallons unleaded fuel delivered 8/25/20			No	0
699-000-160100 Fuel Inventory									
d36764 Total:									
		7,327.72							
Herr Petroleum Corporatio									
		14,875.85							
Hoerr Construction Inc									
10269	8/14/2020	285,592.00	0.00	09/04/2020	state street outfall emergency sewer lining			No	0
120414									
231-000-150800 Sewer Improvements									
120414 Total:									
		285,592.00							
Hoerr Construction Inc Tot									
		285,592.00							

IACP

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
12148									
08282020	8/28/2020	1,225.00	0.00	09/04/2020				No	0
100-761-519000	Training And Education			(5) IACP virtual training					
	08282020 Total:	1,225.00							
	IACP Total:	1,225.00							
IL American Water									
10291									
*** 210000995141	8/17/2020	87.03	0.00	09/04/2020				No	0
100-034-550100	Utilities			3232 court st 7/16-8/14/20					
	210000995141 Total:	87.03							
*** 210001081816	8/18/2020	0.20	0.00	09/04/2020				No	0
100-032-550100	Utilities			633 margaret st yd hy 7/16-8/14/20					
	210001081816 Total:	0.20							
*** 210001171146	8/10/2020	113.20	0.00	09/04/2020				No	0
501-501-550100	Utilities			1130 koch st 7/9-8/7/20					
*** 210001171146	8/10/2020	113.19	0.00	09/04/2020				No	0
699-069-550100	Utilities			1130 koch st 7/9-8/7/20					
	210001171146 Total:	226.39							
*** 210001269890	8/18/2020	0.13	0.00	09/04/2020				No	0
100-032-550100	Utilities			502 s 2nd st yd hy 7/16-8/14/20					
	210001269890 Total:	0.13							
*** 210001655200	8/17/2020	26.11	0.00	09/04/2020				No	0
231-031-550100	Utilities			608 front st 7/16-8/14/20					
	210001655200 Total:	26.11							
*** 210002094969	8/17/2020	26.95	0.00	09/04/2020				No	0
100-068-550100	Utilities			100 state st 7/16-8/14/20					

Invoice Number
Account Number

Invoice Date

Amount

Quantity

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Task Label

Type

PO #

Close PO

Line #

Description

Reference

210002094969 Total:

210002243143

100-068-550100 Utilities

210002282773

100-068-550100 Utilities

210002282773 Total:

210002365869

100-032-550100 Utilities

210003041258

100-068-550100 Utilities

210003283755

100-068-550100 Utilities

210003283755 Total:

210003750453

100-068-550100 Utilities

210003750453 Total:

210004789874

231-031-550100 Utilities

210004789874 Total:

220000296568

100-068-550100 Utilities

220000296568 Total:

26.95

8/17/2020

25.83

0.00

09/04/2020

2500 s 2nd st 6/16-8/14/20

No

0

25.83

8/17/2020

295.19

0.00

09/04/2020

111 s capitol st 6/17-8/14/20

No

0

295.19

8/18/2020

0.13

0.00

09/04/2020

502 s 2nd st yd hy 7/16-8/14/20

No

0

0.13

8/10/2020

21.06

0.00

09/04/2020

1118 derby st yd hy 7/9-8/7/20

No

0

21.06

8/13/2020

45.10

0.00

09/04/2020

1842 court st yd hy 7/14-8/12/20

No

0

45.10

8/12/2020

25.83

0.00

09/04/2020

1613 valle vista blvd yd hy 7/11-8/11/20

No

0

25.83

8/18/2020

527.71

0.00

09/04/2020

606 front st 7/16-8/14/20

No

0

527.71

8/17/2020

45.71

0.00

09/04/2020

107 front st restrooms 7/16-8/14/20

No

0

45.71

220000296568 Total:

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Invoice Number
Account Number

*** 220001944051
100-032-550100 Utilities

8/10/2020
220001944051 Total:
IL American Water Total:

IL Dept of Public Health
14232
000837583
100-034-557200 License And Inspection Fe
000837583 Total:

IL Dept of Public Health T

IL State Police Asset Forfeitu
10318
08212020
100-000-219900 Seizures/Forfeitures (police)
08212020 Total:

IL State Police Asset Forfe

Illini Plumbing, Inc.
12264
13892
100-793-569000 Other Contractual Service
13892 Total:

13902
100-793-569000 Other Contractual Service
13902 Total:

AP-To Be Paid Proof List (09/02/2020 - 7:36 AM)
*** means this invoice number is a duplicate.

Attachment: To Be Paid Proof List FY21 9-4-20 (2307 : Accounts Payable To Be Paid Proof List thru September 4, 2020)

Invoice Number Invoice Date Amount Quantity Payment Date Task Label Type PO # Close PO Line #
Account Number Description Reference

Illini Plumbing, Inc. Total:		198.00							
Inspired Style Company 14041									
08252020	8/25/2020	500.00	0.00	09/04/2020				No	0
261-319-511500 Econ Development Assist					final small business and microenterprise grant				
08252020 Total:		500.00							
Inspired Style Company T		500.00							
Interstate Billing Service, Inc 12346									
3020303461	8/7/2020	705.05	0.00	09/04/2020				No	0
223-023-534000 Automotive Expense					oil pan kit for sw8				
3020303461 Total:		705.05							
3020411406	8/18/2020	692.72	0.00	09/04/2020				No	0
501-501-534000 Automotive Expense					batteries				
3020411406 Total:		692.72							
3020413114	8/18/2020	346.36	0.00	09/04/2020				No	0
501-501-534000 Automotive Expense					batteries				
3020413114 Total:		346.36							
Interstate Billing Service, In		1,744.13							
IWIRC 10335									
318946	8/12/2020	115.00	0.00	09/04/2020				No	0
501-501-559000 Medical Expense/supplies					pre employment				
318946 Total:		115.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
318957	8/12/2020	115.00	0.00	09/04/2020				No	0
501-501-559000 Medical Expense/supplies				pre employment					
318975	8/14/2020	216.00	0.00	09/04/2020				No	0
501-501-559000 Medical Expense/supplies				fit for duty p.b.					
319000	8/12/2020	115.00	0.00	09/04/2020				No	0
501-501-559000 Medical Expense/supplies				pre employment					
319049	8/11/2020	115.00	0.00	09/04/2020				No	0
501-501-559000 Medical Expense/supplies				pre employment					
319053	8/12/2020	115.00	0.00	09/04/2020				No	0
501-501-559000 Medical Expense/supplies				pre employment					
319115	8/12/2020	115.00	0.00	09/04/2020				No	0
501-501-559000 Medical Expense/supplies				pre employment					
319123	8/12/2020	115.00	0.00	09/04/2020				No	0
501-501-559000 Medical Expense/supplies				pre employment					
319128	8/12/2020	115.00	0.00	09/04/2020				No	0
501-501-559000 Medical Expense/supplies				pre employment					
319145	8/7/2020	100.00	0.00	09/04/2020				No	0
501-501-559000 Medical Expense/supplies				pre employment					

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
319145 Total:		100.00							
319152 501-501-559000 Medical Expense/supplies	8/12/2020	115.00	0.00	09/04/2020 pre employment				No	0
319152 Total:		115.00							
319175 501-501-559000 Medical Expense/supplies	8/12/2020	115.00	0.00	09/04/2020 pre employment				No	0
319175 Total:		115.00							
319202 501-501-559000 Medical Expense/supplies	8/14/2020	115.00	0.00	09/04/2020 pre employment				No	0
319202 Total:		115.00							
319205 501-501-559000 Medical Expense/supplies	8/14/2020	115.00	0.00	09/04/2020 pre employment				No	0
319205 Total:		115.00							
319237 501-501-559000 Medical Expense/supplies	8/14/2020	115.00	0.00	09/04/2020 pre employment				No	0
319237 Total:		115.00							
319324 501-501-559000 Medical Expense/supplies	8/14/2020	115.00	0.00	09/04/2020 pre employment				No	0
319324 Total:		115.00							
319391 501-501-559000 Medical Expense/supplies	8/14/2020	115.00	0.00	09/04/2020 pre employment				No	0
319391 Total:		115.00							
319395 501-501-559000 Medical Expense/supplies	8/14/2020	100.00	0.00	09/04/2020 pre employment				No	0
319395 Total:		100.00							

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label	Type Reference	PO #	Close PO	Line #
319406 501-501-559000 Medical Expense/supplies	8/10/2020	115.00	0.00	09/04/2020 pre employment				No	0
319425 501-501-559000 Medical Expense/supplies	8/10/2020	115.00	0.00	09/04/2020 pre employment				No	0
319437 501-501-559000 Medical Expense/supplies	8/10/2020	73.00	0.00	09/04/2020 pre employment				No	0
319438 501-501-559000 Medical Expense/supplies	8/12/2020	42.00	0.00	09/04/2020 pre employment				No	0
319455 501-501-559000 Medical Expense/supplies	8/10/2020	115.00	0.00	09/04/2020 pre employment				No	0
319469 501-501-559000 Medical Expense/supplies	8/14/2020	216.00	0.00	09/04/2020 fit for duty				No	0
319517 501-501-559000 Medical Expense/supplies	8/10/2020	115.00	0.00	09/04/2020 pre employment				No	0
*** 319553 941-941-559000 Medical Expense/supplies	8/4/2020	300.25	0.00	09/04/2020 pre employment physical				No	0
*** 319553 100-990-590900 Police And Fire Commission	8/4/2020	300.25	0.00	09/04/2020 pre employment physical				No	0
*** 319554	8/10/2020	51.75	0.00	09/04/2020				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
100-990-590900 Police And Fire Commission *** 319554	8/10/2020	51.75	0.00	09/04/2020	pre employment physical			No	0
941-941-559000 Medical Expense/supplies					pre employment physical				
319554 Total:		103.50							
319578	8/12/2020	44.00	0.00	09/04/2020	work injury recheck			No	0
501-501-559000 Medical Expense/supplies									
319578 Total:		44.00							
IWIRC Total:		3,680.00							
Johnson DMD, PC, Robert J. 14067									
08252020	8/25/2020	500.00	0.00	09/04/2020	final small business and microenterprise grant			No	0
261-319-511500 Econ Development Assist									
08252020 Total:		500.00							
Johnson DMD, PC, Rober		500.00							
Kimball Midwest 11679									
8157283	8/14/2020	552.00	0.00	09/04/2020	COVI-D019	expense		No	0
100-761-522400 General Supplies					hand sanitizer (32-1 gallon containers)				
8157283 Total:		552.00							
Kimball Midwest Total:		552.00							
L. Kahn & Son, Inc 14242									
52844	8/27/2020	1,968.00	0.00	09/04/2020	steel plates to add to fuel pumps			No	0
525-525-529000 Equipment									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			

52844 Total:									
		1,968.00							
L. Kahn & Son, Inc Total:									
		1,968.00							
LHF Compost, Inc.									
11829									
178474	8/21/2020	2,257.00	0.00	09/04/2020				No	0
223-025-566501 Compost Site Expense									
				yw fee 8/17-8/21/20					
178474 Total:									
		2,257.00							
17849	8/28/2020	1,708.00	0.00	09/04/2020				No	0
223-025-566501 Compost Site Expense									
				yw fee 8/24-8/28/20					
17849 Total:									
		1,708.00							
LHF Compost, Inc. Total:									
		3,965.00							
Macqueen Emergency									
10230									
p03937	8/12/2020	80.60	0.00	09/04/2020				No	0
100-034-534000 Automotive Expense									
				rock block switch					
p03937 Total:									
		80.60							
wo0294	8/19/2020	392.43	0.00	09/04/2020				No	0
100-034-534000 Automotive Expense									
				dash platform for repair					
wo0294 Total:									
		392.43							
Macqueen Emergency Tota									
		473.03							
Mathis-Kelley									
10401									
040557	8/19/2020	11.64	0.00	09/04/2020				No	0
100-032-534400 Equipment Repairs									
				spark plug and air cleaner element for paint machine					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
	040557 Total:	11.64							
	Mathis-Kelley Total:	11.64							
McKesson Medical-Surgical Inc. MMSGS 10431									
17014629	8/11/2020	412.50	0.00	09/04/2020	emergency medical supplies			No	0
100-034-522500 Emergency Medical Supplie									
	17014629 Total:	412.50							
17014691	8/11/2020	107.96	0.00	09/04/2020	emergency medical supplies			No	0
100-034-522500 Emergency Medical Supplie									
	17014691 Total:	107.96							
17017383	8/14/2020	229.94	0.00	09/04/2020	l case each of medium, large and x-large gloves			No	0
100-761-522400 General Supplies									
	17017383 Total:	229.94							
	McKesson Medical-Surgica	750.40							
McMillan, Sue 10407									
expense-0820	8/31/2020	47.40	0.00	09/04/2020	zoning record ordinance 1568/214 for koch & hanna dr			No	0
100-004-551000 Printing And Publications									
	expense-0820 Total:	47.40							
	McMillan, Sue Total:	47.40							
McNeilus Truck & Manufacturing 10410									
4801626	8/20/2020	3,837.12	0.00	09/04/2020	cart tipper for sw11			No	0
223-023-534000 Automotive Expense									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
	4801626 Total:	3,837.12							
	McNeilus Truck & Manufa	3,837.12							
Menards 10414 84774	8/4/2020	4.49	0.00	09/04/2020				No	0
525-525-522400 General Supplies				trim					
84774 Total:		4.49							
85037	8/7/2020	6.49	0.00	09/04/2020				No	0
100-032-522400 General Supplies				bolt for dura patcher					
85037 Total:		6.49							
85431	8/12/2020	492.09	0.00	09/04/2020	COVI-D019	expense		No	0
501-501-522400 General Supplies				wipes for buses					
85431 Total:		492.09							
85538	8/13/2020	93.77	0.00	09/04/2020	COVI-D019	expense		No	0
501-501-520200 Office Supplies				batteries and clipboards for thermometer and buses					
85538 Total:		93.77							
85749	8/17/2020	309.44	0.00	09/04/2020	COVI-D019	expense		No	0
100-761-522400 General Supplies				11 boxes of gloves/20 boxes of wipes, 13 hand sanitizers					
85749 Total:		309.44							
85926	8/19/2020	1,199.97	0.00	09/04/2020				No	0
699-069-522400 General Supplies				3 48" belt drive drum fans					
85926 Total:		1,199.97							
86060	8/21/2020	210.88	0.00	09/04/2020				No	0
501-501-520200 Office Supplies				20 brooms and 12 clipboards for bus drivers					

Invoice Number
Account Number

Invoice Date

Amount

Quantity

Payment Date

Task Label

Type

PO #

Close PO

Line #

Description

Reference

86060 Total:

86245

231-031-522400 General Supplies

86260

100-032-599000 Miscellaneous

86260 Total:

86323

525-525-522400 General Supplies

86488

501-501-520200 Office Supplies

86488 Total:

*** 86816

231-030-522400 General Supplies

*** 86816

100-068-522400 General Supplies

86816 Total:

Menards Total:

MES Inc

10415

in1486347

100-034-529000 Equipment

in1486347 Total:

in1487231

100-034-529000 Equipment

AP-To Be Paid Proof List (09/02/2020 - 7:36 AM)

*** means this invoice number is a duplicate.

Attachment: To Be Paid Proof List FY21 9-4-20 (2307 : Accounts Payable To Be Paid Proof List thru September 4, 2020)

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
	in1487231 Total:	65.78							
	MES Inc Total:	751.93							
Midwest Transit Equipment									
10421	8/14/2020	74.20	0.00	09/04/2020				No	0
r351005468				field diagnostics bus 1608					
501-501-534000 Automotive Expense									
	r351005468 Total:	74.20							
Midwest Transit Equipmen		74.20							
Miller Hall & Triggs									
10423	8/14/2020	7,414.80	0.00	09/04/2020				No	0
*** 28				07/2020 general legal matters					
100-003-560600 Corporate Counsel Fees	8/14/2020	300.00	0.00	09/04/2020				No	0
*** 28				07/2020 cdbg legal matters					
261-320-561000 Legal Fees	8/14/2020	3,385.80	0.00	09/04/2020				No	0
*** 28				07/2020 traffic & enforcement					
100-003-560600 Corporate Counsel Fees	8/14/2020	212.90	0.00	09/04/2020				No	0
*** 28				07/2020 demolitions					
100-003-560600 Corporate Counsel Fees	8/14/2020	6,443.45	0.00	09/04/2020				No	0
*** 28				07/2020 police matters					
100-003-561001 Legal Services - Police Labor	8/14/2020	13,572.65	0.00	09/04/2020				No	0
*** 28				07/2020 fire matters					
100-003-561002 Legal Services - Fire Labor	8/14/2020	492.50	0.00	09/04/2020				No	0
*** 28				07/2020 ordinance violations					
100-003-560600 Corporate Counsel Fees	8/14/2020	480.00	0.00	09/04/2020				No	0
*** 28				07/2020 zba/planning commission					
100-003-560600 Corporate Counsel Fees	8/14/2020	2,420.00	0.00	09/04/2020				No	0
*** 28				07/2020 simmon cases					
100-003-561001 Legal Services - Police Labor	8/14/2020	181.00	0.00	09/04/2020				No	0
*** 28				07/2020 riley case					
100-003-561001 Legal Services - Police Labor	8/14/2020	500.00	0.00	09/04/2020				No	0
*** 28									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
100-003-561003 Legal Services - Teamsters *** 28	8/14/2020	1,878.95	0.00	07/2020 general labor matters 09/04/2020				No	0
273-273-560600 Corporate Counsel Fees *** 28	8/14/2020	1,241.00	0.00	07/2020 southside TIF zoning and PUD 09/04/2020				No	0
270-270-561000 Legal Fees *** 28	8/14/2020	280.00	0.00	07/2020 CBD TIF 09/04/2020				No	0
231-033-560600 Corporate Counsel Fees *** 28	8/14/2020	80.00	0.00	07/2020 stormwater 09/04/2020				No	0
100-003-561003 Legal Services - Teamsters *** 28	8/14/2020	640.00	0.00	07/2020 street unit matters 09/04/2020				No	0
501-501-560600 Corporate Counsel Fees *** 28	8/14/2020	80.00	0.00	07/2020 general unit matters 09/04/2020				No	0
223-023-561000 legal fees *** 28	8/14/2020	80.00	0.00	07/2020 solid waste unit matters 09/04/2020				No	0
231-031-560600 Corporate Counsel Fees *** 28	8/14/2020	40.00	0.00	07/2020 waste water unit matters 09/04/2020				No	0
100-003-560600 Corporate Counsel Fees				07/2020 liquor commission					
28 Total:		39,723.05							
Miller Hall & Triggs Total:		39,723.05							
Moehring, Michelle 14118									
08252020	8/25/2020	200.00	0.00	09/04/2020				No	0
261-319-511500 Econ Development Assist				final small business and microenterprise grant					
08252020 Total:		200.00							
Moehring, Michelle Total:		200.00							
MyFleetCenter.Com 13381									
34115	8/14/2020	62.98	0.00	09/04/2020				No	0
100-761-534000 Automotive Expense				oil change squad 5145					
34115 Total:		62.98							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
34209	8/18/2020	62.98	0.00	09/04/2020	oil change squad 5151			No	0
100-761-534000 Automotive Expense									
34209 Total:		62.98							
34213	8/18/2020	62.98	0.00	09/04/2020	oil change squad 5162			No	0
100-761-534000 Automotive Expense									
34213 Total:		62.98							
34242	8/19/2020	62.98	0.00	09/04/2020	oil change squad 5143			No	0
100-761-534000 Automotive Expense									
34242 Total:		62.98							
34255	8/20/2020	60.98	0.00	09/04/2020	oil change squad 5131			No	0
100-761-534000 Automotive Expense									
34255 Total:		60.98							
34265	8/20/2020	62.98	0.00	09/04/2020	oil change squad 5177			No	0
100-761-534000 Automotive Expense									
34265 Total:		62.98							
34274	8/21/2020	62.98	0.00	09/04/2020	oil change squad 5051			No	0
100-761-534000 Automotive Expense									
34274 Total:		62.98							
34275	8/21/2020	54.99	0.00	09/04/2020	oil change squad 51711			No	0
100-761-534000 Automotive Expense									
34275 Total:		54.99							
34394	8/26/2020	62.98	0.00	09/04/2020	oil change squad 5179			No	0
100-761-534000 Automotive Expense									
34394 Total:		62.98							
34405	8/27/2020	62.98	0.00	09/04/2020	oil change squad 5164			No	0
100-761-534000 Automotive Expense									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	34405 Total:	62.98							
34406	8/27/2020	62.98	0.00	09/04/2020	oil change squad 5163			No	0
100-761-534000 Automotive Expense									
	34406 Total:	62.98							
34407	8/27/2020	62.98	0.00	09/04/2020	oil change squad 5178			No	0
100-761-534000 Automotive Expense									
	34407 Total:	62.98							
	MyFleetCenter.Com Total	745.77							
Nannen, Jack 12283									
expense8/20-1	8/20/2020	23.00	0.00	09/04/2020	school bus charter per diem 8/20/20			No	0
501-501-554200 Meals Lodging									
	expense8/20-1 Total:	23.00							
expense8/20-2	8/27/2020	23.00	0.00	09/04/2020	school bus charter per diem 8/27/20			No	0
501-501-554200 Meals Lodging									
	expense8/20-2 Total:	23.00							
expense8/20-3	8/18/2020	23.00	0.00	09/04/2020	school bus charter per diem 8/18/20			No	0
501-501-554200 Meals Lodging									
	expense8/20-3 Total:	23.00							
	Nannen, Jack Total:	69.00							
NAPA Auto Parts of Pekin 10441									
432698	7/28/2020	21.81	0.00	09/04/2020	oil tray and oil gun for clarifiers			No	0
231-031-522400 General Supplies									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			

432698 Total:									
		21.81							
433887	8/7/2020	18.58	0.00	09/04/2020	yard-crew	expense		No	0
100-068-522400 General Supplies									
433887 Total:									
		18.58							
434513	8/13/2020	17.98	0.00	09/04/2020				No	0
100-761-534000 Automotive Expense									
434513 Total:									
		17.98			2 spot light bulbs squad 5163				
435168	8/19/2020	25.98	0.00	09/04/2020				No	0
223-023-534000 Automotive Expense									
435168 Total:									
		25.98			exhaust clamp for sw9				
NAPA Auto Parts of Pekin									
84.35									
Norris, Diane K									
14162									
08252020	8/25/2020	2,700.00	0.00	09/04/2020				No	0
261-319-511500 Econ Development Assist									
08252020 Total:									
		2,700.00			small business and microenterprise grant				
Norris, Diane K Total:									
		2,700.00							
Overhead Door Corporation									
10941									
18463315	8/13/2020	587.00	0.00	09/04/2020				No	0
100-068-534400 Equipment Repairs									
18463315 Total:									
		587.00			fire department garage door repair				
Overhead Door Corporatio									
587.00									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
PDC Services 10474									
4676616	8/15/2020	3,188.30	0.00	09/04/2020				No	0
231-031-536400 Sludge Removal				sludge to landfill 8/3-8/17/20					
4676616 Total:		3,188.30							
PDC Services Total:		3,188.30							
Pekin Life Insurance Company 13317									
*** jw00191270000	8/13/2020	1,705.64	0.00	09/04/2020				No	0
695-095-517504 A D & D Life Premium				09/20 life insurance					
jw00191270000 Total:		1,705.64							
Pekin Life Insurance Comp		1,705.64							
Peoria Journal Star 10343									
in1347993	2/8/2020	122.40	0.00	09/04/2020				No	0
100-034-551000 Printing And Publications				RFP consultant, ADA transition plan					
in1347993 Total:		122.40							
in1360102	8/4/2020	34.32	0.00	09/04/2020				No	0
100-034-551000 Printing And Publications				bid drainage improvement downtwon court					
in1360102 Total:		34.32							
Peoria Journal Star Total:		156.72							
PIPCO Companies LTD 10508									
sogale0820final	8/26/2020	39,797.56	0.00	09/04/2020	GALE-00ER	contr		No	0
231-000-150800 Sewer Improvements				gale court outfall erosion project					

Invoice Number Invoice Date Amount Quantity Payment Date Task Label Type PO # Close PO Line #
Account Number Description Reference

sogale0820final Total:		39,797.56				
PIPCO Companies LTD To		39,797.56				
Potter, Helen 14238 08252020	8/25/2020	750.00	0.00	09/04/2020	backwater flow valve reimbursement	No 0
231-030-569000 Other Contractual Service						
08252020 Total:		750.00				
Potter, Helen Total:		750.00				
Puritan Springs Water						
10766 *** 1386911	8/6/2020	39.75	0.00	09/04/2020	water delivery 8/3/20	No 0
525-525-569000 Other Contractual Service						
1386911 Total:		39.75				
Puritan Springs Water Tot		39.75				
Quadient Finance USA Inc						
13754 *** 044914318559	8/7/2020	20.28	0.00	09/04/2020	postage to return squad car accessory	No 0
100-761-520400 Postage						
044914318559 Total:		20.28				
Quadient Finance USA Inc		20.28				
Ragan Communications Inc						
10533 24300	8/11/2020	342.90	0.00	09/04/2020		No 0

Invoice Number Invoice Date Amount Quantity Payment Date Task Label Type PO # Close PO Line #
Account Number Description Reference

100-034-555000 Radio Expense									
24300 Total:		342.90							
24303	8/13/2020	10.35	0.00	09/04/2020	outer knob kit for portable radio			No	0
100-761-555000 Radio Expense									
24303 Total:		10.35							
Ragan Communications Inc									
		353.25							
Rainbo Oil Co									
10534									
9138266	7/16/2020	289.99	0.00	09/04/2020	bulk oil			No	0
501-501-534000 Automotive Expense									
9138266 Total:		289.99							
9138858	8/13/2020	993.25	0.00	09/04/2020	bulk oil			No	0
501-501-534000 Automotive Expense									
9138858 Total:		993.25							
Rainbo Oil Co Total:		1,283.24							
RAS1 Company									
14113									
08252020	8/25/2020	500.00	0.00	09/04/2020	final small business and microenterprise grant			No	0
261-319-511500 Econ Development Assist									
08252020 Total:		500.00							
RAS1 Company Total:		500.00							
Ray O'Herron Co Inc									
10539									
2044555in	8/13/2020	88.59	0.00	09/04/2020				No	0

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type Reference	PO #	Close PO	Line #
100-761-595000 Reimbursement - Personal					replacement uniform pant for schulke				
2045395in	8/18/2020	88.59							
100-761-529000 Equipment		1,706.33	0.00	09/04/2020	10 hat badges and 26 tie bars			No	0
2045454in	8/18/2020	1,706.33							
100-761-529000 Equipment		1,600.75	0.00	09/04/2020	14 badges			No	0
2045455in	8/18/2020	220.00							
100-761-534000 Automotive Expense		220.00	0.00	09/04/2020	overhead printer mount for squad car			No	0
2045975in	8/20/2020	183.37							
100-761-534000 Automotive Expense		183.37	0.00	09/04/2020	LED lights and 2 mounting flanges for squads			No	0
2046209in	8/21/2020	254.98							
100-761-534000 Automotive Expense		254.98	0.00	09/04/2020	LED red & blue lights for squads			No	0
2046743in	8/25/2020	3,228.71							
100-761-518900 Uniform Allowance		3,228.71	0.00	09/04/2020	2 new hire uniforms for officers			No	0
Ray O'Herron Co Inc Total		7,282.73							
Rescued Heart Animal Hospital									
11595									
206939	8/24/2020	49.02	0.00	09/04/2020	k-9 boarding & flea control			No	0
100-761-592602 Canine Unit									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			

	206939 Total:	49.02							
	Rescued Heart Animal Hos	49.02							
Roanoke Concrete Products									
10553									
185847	8/7/2020	237.50	0.00	09/04/2020				No	0
231-033-564100 Drainage Improvements				fowable for catch basin repair					
	185847 Total:	237.50							
	Roanoke Concrete Product	237.50							
Schaefer, Chris									
10571	8/27/2020	90.00	0.00	09/04/2020				No	0
expense0820				CEU's reimbursement to keep plumbers certification					
231-031-519000 Training And Education									
	expense0820 Total:	90.00							
	Schaefer, Chris Total:	90.00							
Servpro of N.C. Tazewell 8664									
12255	8/12/2020	615.00	0.00	09/04/2020	COVI-D019	expense		No	0
2553				bio remediation after positive covid test					
100-068-522400 General Supplies									
	2553 Total:	615.00							
	Servpro of N.C. Tazewell 8	615.00							
Sherer, Frank									
14237	8/25/2020	40.00	0.00	09/04/2020				No	0
08242020									

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
	b12143274 Total:	3,177.50							
b12143861	8/17/2020	9,578.10	0.00	09/04/2020	COVID019	expense		No	0
100-009-599802 Computer Hardware				surface books work from home					
	b12143861 Total:	9,578.10							
b12150674	8/18/2020	540.62	0.00	09/04/2020				No	0
100-009-599802 Computer Hardware				server hard drives					
	b12150674 Total:	540.62							
b12197400	8/26/2020	20.62	0.00	09/04/2020				No	0
100-009-599802 Computer Hardware				adapter to mount power cable in squad					
	b12197400 Total:	20.62							
	SHI International Corp Tot	34,350.63							
Singleton, Taylor 13873									
perdiem0820	8/28/2020	659.20	0.00	09/04/2020				No	0
100-034-519000 Training And Education				advanced tech firefighter/9/14-9/18/20					
	perdiem0820 Total:	659.20							
	Singleton, Taylor Total:	659.20							
Sours, Mary Jane 14236									
08192020	8/19/2020	750.00	0.00	09/04/2020				No	0
231-030-569000 Other Contractual Service				backwater flow valve reimbursement					
	08192020 Total:	750.00							
	Sours, Mary Jane Total:	750.00							

Invoice Number Invoice Date Amount Quantity Payment Date Task Label Type PO # Close PO Line #
Account Number Description Reference

Springbrook Holding Company LLC									
14241	7/27/2020	77,230.00	0.00	09/04/2020				No	0
inv003633				springbrook cloud contract 8/7/20-8/6/21					
100-009-538000 Maintenance Agreements									
inv003633 Total:									
		77,230.00							
Springbrook Holding Comp									
		77,230.00							
Stock & Field									
11569									
9342/13	8/25/2020	6.99	0.00	09/04/2020				No	0
699-069-522400 General Supplies				time delay cartridge fuse					
9342/13 Total:									
		6.99							
Stock & Field Total:									
		6.99							
Tazewell County Asphalt Co. Inc.									
11264									
20110010019	8/14/2020	989.25	0.00	09/04/2020				No	0
100-032-535000 Material And Hauling				bituminous for street repair					
20110010019 Total:									
		989.25							
Tazewell County Asphalt C									
		989.25							
Tazewell County Landfill									
10635									
4676636	8/15/2020	27,913.63	0.00	09/04/2020				No	0
223-023-566500 Landfill Expense				landfill fee 8/3-8/17/20					
4676636 Total:									
		27,913.63							
Tazewell County Landfill T									
		27,913.63							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			

Tazewell County Recorder 10638									
08272020	8/27/2020	47.40	0.00	09/04/2020				No	0
100-793-593300 Lien Filing Fee				release of 1 lien					
	08272020 Total:	47.40							
	Tazewell County Recorder	47.40							
Tazewell County Recorder 11172									
08272020	8/27/2020	142.20	0.00	09/04/2020				No	0
231-029-593300 Lien Filing Fee				release of 3 waste water liens					
	08272020 Total:	142.20							
	Tazewell County Recorder	142.20							
TCM of Central Illinois Inc 12847									
1377	8/17/2020	1,036.51	0.00	09/04/2020				No	0
100-793-536100 Property Cleanup Fees				emergency board up at 1125 mechanic					
	1377 Total:	1,036.51							
	8/17/2020	254.24	0.00	09/04/2020				No	0
100-793-536100 Property Cleanup Fees				emergency board up at 1025 park ave					
	1378 Total:	254.24							
	TCM of Central Illinois Inc	1,290.75							
Teaney, Denise 13890									
*** pettycash0820	8/25/2020	46.00	0.00	09/04/2020				No	0
501-501-557200 License And Inspection Fees				money orders for permit renewals					

Invoice Number
Account Number

*** pettycash0820
501-501-522400 General Supplies
*** pettycash0820
501-501-522400 General Supplies
*** pettycash0820
501-501-520400 Postage

pettycash0820 Total:

Teaney, Denise Total:

The Economic Development Group, LTD
13450
07082020
270-270-560500 Consulting Services

07082020-1
273-273-560500 Consulting Services

07082020-1 Total:

The Economic Development

Third Millennium Associates, Inc.
11953
*** 25184
231-029-569000 Other Contractual Service
*** 25184
223-023-569000 Other Contractual Service
*** 25184
231-029-520400 Postage
*** 25184
223-023-520400 Postage

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	Third Millennium Associat	2,010.05							
Topless Tree Service Inc									
10657									
2020174	8/26/2020	6,884.00	0.00	09/04/2020				No	0
100-032-536000 Tree Removal / Replacemen				333 heneritta/remove tree/emergency					
	2020174 Total:	6,884.00							
2020175	8/26/2020	560.00	0.00	09/04/2020				No	0
100 032 536000 Tree Removal / Replacemen				1404-1405 n 9th/lift and deadwood tree					
	2020175 Total	560.00							
2020176	8/26/2020	525.00	0.00	09/04/2020				No	0
100-032-536000 Tree Removal / Replacemen				804 winter st storm work					
	2020176 Total:	525.00							
2020177	8/26/2020	1,954.00	0.00	09/04/2020				No	0
100-032-536000 Tree Removal / Replacemen				9th & hamilton st storm work					
	2020177 Total:	1,954.00							
2020178	8/26/2020	1,120.00	0.00	09/04/2020				No	0
100-032-536000 Tree Removal / Replacemen				707 & 109 prince st/lift and deadwood 2 trees					
	2020178 Total:	1,120.00							
2020179	8/26/2020	700.00	0.00	09/04/2020				No	0
100-032-536000 Tree Removal / Replacemen				408 s 3rd st/trim trees off house					
	2020179 Total:	700.00							
2020180	8/26/2020	1,920.00	0.00	09/04/2020				No	0
100-032-536000 Tree Removal / Replacemen				911 ann eliza storm work					
	2020180 Total:	1,920.00							
2020181	8/26/2020	5,205.00	0.00	09/04/2020				No	0
100-032-536000 Tree Removal / Replacemen				319 catherine/removed 2 large dead trees					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	2020181 Total:	5,205.00							
2020182	8/26/2020	450.00	0.00	09/04/2020	911 ann eliza/grind stump			No	0
100-032-536000 Tree Removal / Replacemen									
	2020182 Total:	450.00							
2020183	8/26/2020	180.00	0.00	09/04/2020	10th & ann eliza storm work			No	0
100-032-536000 Tree Removal / Replacemen									
	2020183 Total:	180.00							
2020184	8/26/2020	1,090.00	0.00	09/04/2020	925 state st storm work			No	0
100-032-536000 Tree Removal / Replacemen									
	2020184 Total:	1,090.00							
2020185	8/26/2020	540.00	0.00	09/04/2020	824 hamilton st/grind stump			No	0
100-032-536000 Tree Removal / Replacemen									
	2020185 Total:	540.00							
2020186	8/26/2020	280.00	0.00	09/04/2020	1240 s 4th/remove limbs in street			No	0
100-032-536000 Tree Removal / Replacemen									
	2020186 Total:	280.00							
2020187	8/26/2020	450.00	0.00	09/04/2020	927 catherine/grind stump			No	0
100-032-536000 Tree Removal / Replacemen									
	2020187 Total:	450.00							
	Topless Tree Service Inc To	21,858.00							
Tractor Supply Co									
10659									
156049	8/4/2020	29.98	0.00	09/04/2020	weed control			No	0
525-525-522400 General Supplies									

Invoice Number
Account Number

Invoice Date
Amount
Quantity
Payment Date
Task Label
Type
Reference
Close PO
Line #

Truck Centers Inc 10664								
f14031107001	8/31/2020	296.74	0.00	09/04/2020	park brake valve for yw4		No	0
223-025-534000 Automotive Expense								
f14031107001 Total:		296.74						
r14006276001	6/16/2020	249.25	0.00	09/04/2020	tow bill for repairs to sw12		No	0
223-023-534000 Automotive Expense								
r14006276001 Total:		249.25						
r14006280501	6/12/2020	1,554.46	0.00	09/04/2020	yw4 tem repair		No	0
223-025-534000 Automotive Expense								
r14006280501 Total:		1,554.46						
r14006281101	6/15/2020	635.00	0.00	09/04/2020	tow bill for repairs to sw13		No	0
223-023-534000 Automotive Expense								
r14006281101 Total:		635.00						
Truck Centers Inc Total:		2,735.45						

Tyler Technologies, Inc.
11773
045306744
501-501-569000 Other Contractual Service

7/1/2020
10,157.33
0.00
09/04/2020
yearly hosting subscription 8/1/20-4/30/21

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			

045306744 Total:									
		10,157.33							
Tyler Technologies, Inc. To									
		10,157.33							
United Ready Mix Inc									
11485									
49993	8/17/2020	2,840.55	0.00	09/04/2020				No	0
231-033-564100 Drainage Improvements									
				flowable for catch basin repairs					
49993 Total:									
		2,840.55							
50071	8/24/2020	196.00	0.00	09/04/2020				No	0
231-030-564000 Sewer Maintenance/Improvement									
				flowable for man hole repair at 9th & washington					
50071 Total:									
		196.00							
United Ready Mix Inc Total									
		3,036.55							
Unity Point Health									
13528									
3220in358	8/7/2020	30.00	0.00	09/04/2020				No	0
100-034-522500 Emergency Medical Supplie									
				biohazard disposal 08/20					
3220in358 Total:									
		30.00							
5110in2142	8/7/2020	731.00	0.00	09/04/2020				No	0
100-034-557200 License And Inspection Fe									
				controlled substance licensing 2020-2023 fee					
5110in2142 Total:									
		731.00							
Unity Point Health Total:									
		761.00							
University of Illinois									
12891									
42190987	8/24/2020	50.00	0.00	09/04/2020				No	0
100-763-592600 Special Investigations Exp									
				subpeona fee special investigation/willmert					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
	42190987 Total:	50.00							
	University of Illinois Total	50.00							
Unland & Co Inc., James 10671									
2516	8/13/2020	3,247.00	0.00	09/04/2020				No	0
695-095-516700 Wellness Program				go 365 may-july 2020					
	2516 Total:	3,247.00							
2517	8/13/2020	2,590.00	0.00	09/04/2020				No	0
695-095-569000 Other Contractual Service				07/20 and 08/20 benefit services					
	2517 Total:	2,590.00							
Unland & Co Inc., James T		5,837.00							
Valley View Industries 13437									
61373	7/31/2020	657.43	0.00	09/04/2020				No	0
100-032-535000 Material And Hauling				rock for street repairs					
	61373 Total:	657.43							
Valley View Industries Tota		657.43							
Velde Ford 10683									
357937forg	8/24/2020	961.88	0.00	09/04/2020				No	0
231-031-534000 Automotive Expense				repair parts for red ford truck F-250					
	357937forg Total:	961.88							
358274forg	8/19/2020	149.02	0.00	09/04/2020				No	0
100-761-534000 Automotive Expense				hvac fan for squad 5172					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			

358274forg Total:									
		149.02							
358281forg	8/20/2020	275.44	0.00	09/04/2020	exhaust pipe and gaskets for squad 5172			No	0
100-761-534000 Automotive Expense									
358281forg Total:									
		275.44							
cm358169forg	8/6/2020	-600.00	0.00	09/04/2020	transmission core credit squad 5051b			No	0
100-761-534000 Automotive Expense									
cm358169forg Total:									
		-600.00							
Velde Ford Total:									
		786.34							
Verizon Connect Nwf, Inc									
12701									
osv000002136781	6/1/2020	962.60	0.00	09/04/2020	AVL fleet 5-1/5/31/20			No	0
100-009-529500 AVL Equipment									
osv000002136781 Total:									
		962.60							
Verizon Connect Nwf, Inc									
		962.60							
Waste Management									
12524									
332378720707	8/17/2020	1,072.42	0.00	09/04/2020	sludge to landfill 8/3-8/14/20			No	0
231-031-536400 Sludge Removal									
332378720707 Total:									
		1,072.42							
Waste Management Total:									
		1,072.42							
Welsh, Amanda E									
14178									
08252020	8/25/2020	200.00	0.00	09/04/2020	final small business and microenterprise grant			No	0
261-319-511500 Econ Development Assit									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
	08252020 Total:	200.00							
	Welsh, Amanda E Total:	200.00							
Wieland's Lawn Mower Hospital 10704									
775836	8/5/2020	80.86	0.00	09/04/2020	yard-crew cables, belt and blades for mower	expense		No	0
100-068-522400 General Supplies									
	775836 Total:	80.86							
775865	8/5/2020	31.95	0.00	09/04/2020	mixed fuel			No	0
525-525-522400 General Supplies									
	775865 Total:	31.95							
776023	8/6/2020	66.99	0.00	09/04/2020	yard-crew mower transmission	expense		No	0
100-068-534400 Equipment Repairs									
	776023 Total:	66.99							
776967	8/12/2020	24.18	0.00	09/04/2020	yard-crew chain for saw	expense		No	0
100-068-534400 Equipment Repairs									
	776967 Total:	24.18							
778032	8/19/2020	8.95	0.00	09/04/2020	4 cycle oil for paint machine			No	0
100-032-522400 General Supplies									
	778032 Total:	8.95							
778226	8/20/2020	15.48	0.00	09/04/2020	yard-crew spool insert for weed eater	expense		No	0
100-068-522400 General Supplies									
	778226 Total:	15.48							
778264	8/20/2020	16.95	0.00	09/04/2020	chainsaw blade for wwtp chain saw			No	0
231-031-522400 General Supplies									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	778264 Total:	16.95							
778725	8/24/2020	33.24	0.00	09/04/2020	yard-crew	expense		No	0
100-068-522400 General Supplies				ignition module					
	778725 Total:	33.24							
*** 778730	8/24/2020	51.00	0.00	09/04/2020	yard-crew	expense		No	0
100-068-522400 General Supplies				2 cycle oil and 18' bar					
*** 778730	8/24/2020	15.00	0.00	09/04/2020				No	0
100-032-522400 General Supplies				2 cycle oil					
	778730 Total:	66.00							
778772	8/24/2020	24.18	0.00	09/04/2020	yard-crew	expense		No	0
100-068-522400 General Supplies				saw chain					
	778772 Total:	24.18							
779058	8/26/2020	40.93	0.00	09/04/2020	yard-crew	expense		No	0
100-068-522400 General Supplies				saw chain and motor oil					
	779058 Total:	40.93							
779094	8/26/2020	34.25	0.00	09/04/2020	yard-crew	expense		No	0
100-068-522400 General Supplies				mower carburetor					
	779094 Total:	34.25							
779150	8/26/2020	14.97	0.00	09/04/2020	yard-crew	expense		No	0
100-068-522400 General Supplies				sleeve					
	779150 Total:	14.97							
779243	8/27/2020	10.95	0.00	09/04/2020				No	0
231-031-522400 General Supplies				blade for weed eater					
	779243 Total:	10.95							
	Wieland's Lawn Mower Ho	469.88							

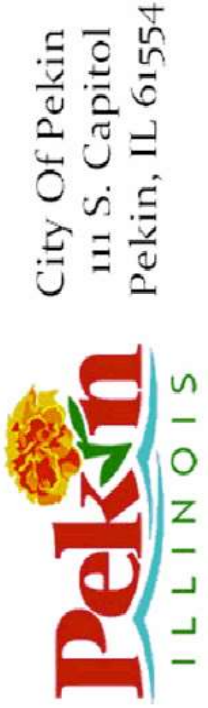
Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			

Will Harms Co 10706	8/27/2020	108.98	0.00	09/04/2020	employee folders for new hire bus drivers			No	0
36511									
501-501-520200 Office Supplies									
36511 Total:		108.98							
Will Harms Co Total:		108.98							
Yesterday's Bar & Grill Inc 14087									
08252020	8/25/2020	500.00	0.00	09/04/2020	final small business and microenterprise grant			No	0
261-319-511500 Econ Development Assist									
08252020 Total:		500.00							
Yesterday's Bar & Grill Inc		500.00							
Report Total:		796,752.29							

Accounts Payable

To Be Paid Proof List

User: mkflatley
 Printed: 09/02/2020 - 9:02AM
 Batch: 00003.09.2020 - missyl



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
Morton Community Bank 11164									
*** 1034905	8/25/2020	93,692.89	0.00	09/04/2020				No	0
208-208-591400 Loan Payments				final payment on loan #1034905					
*** 1034905	8/25/2020	2,888.86	0.00	09/04/2020				No	0
208-208-590400 Interest Paid				final payment on loan #1034905					
1034905 Total:		96,581.75							
Morton Community Bank		96,581.75							
Report Total:		96,581.75							

**REQUEST FOR COUNCIL ACTION**

Agenda Date: September 14, 2020
To: Council Members
From: Lee Wrhel, Police & Fire Secretary

AGENDA ITEM: Police Department Monthly Stats - August 2020

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

9/11/2020

Date:

AUG 2020 WEEKLY STATS

AUG
2 - 8AUG
9 - 15AUG
16 - 22AUG
23 - 29AUG 30 -
SEPT 5

TOTAL

PATROL

Calls for service	495	528	484	347	472	2326
Buisness / Bar checks	85	93	78	90	107	453
Traffic stops	42	36	37	127	35	277
Phone calls & station information	62	74	59	73	38	306
Reports	64	87	64	65	80	360
Supplements	12	23	23	18	21	97
Impounds	6	6	5	8	8	33
Arrests	58	45	82	67	70	322
Citations	48	33	36	34	38	189
Written warnings	8	10	18	18	15	69
Cell phone	1	1	1	1	1	5
Truck route	0	0	0	0	0	0
Low-speed gas bicycle	0	1	0	1	0	2
Pedestrian stops	0	0	0	0	2	2
DUI	2	2	1	1	1	7
Crashes	14	11	21	12	22	80
Field contact	0	0	0	0	1	1
Parking tickets - Parking Enforce	1	1	0	0	3	5
Parking tickets - Patrol	0	0	7	0	1	8
Animal controls tickets - AC	0	0	1	2	5	8
Animal - Patrol	0	0	0	0	0	0
NOT COUNTED (those listed below)	0	0	0	2	0	2
Julie notifications	0	0	0	0	0	0
Repossessions	0	0	0	1	0	1
Incident created in error	0	0	0	0	0	0
Law test nature code	0	0	0	1	0	1

RECORDS

Notice to Appear	0	0	1	0	1	2
Citations	2	1	0	0	0	3
Warnings	0	0	0	1	0	1
Freedom of Information / Pages	11 / 672 pgs	22 / 171 pgs	24 / 287 pgs	17 / 407 pgs	13 / 826 pgs	87 / 2363 pgs
CD/DVD'S FOR FOI OR SUBPOENAS	10	0	2	1	14	27
SEX Offender Registration	12	12	19	7	14	64
Impounds processed	6	6	5	8	8	33
Impound fees collected	\$ 2,000.00	\$ 1,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,500.00	\$ 10,500.00
Fines collected	\$3,115.00	\$0.00	\$ 2,645.60	\$0.00	\$3,502.00	\$9,262.60
Reports	0	0	1	0	0	1
Supplemental reports	0	0	0	0	1	1
Fingerprints processed	0	0	0	0	1	1
Court case files	32	17	51	19	39	158
DVD/CD for court	21	8	19	8	15	71
Pieces of logged evidence	68	57	68	42	110	345
Backgrounds for other LAW/GOVT. Agen	6	5	3	15	17	46
False alarm letters	0	3	1	8	0	12
Certificate of Purchase	0	1	0	0	14	15
Certificate of Purchase Final Letters	0	9	10	0	0	19
Evidence Pulled to be destroyed	4	2	121	4	5	136
Subpoenas / Expungements	1/000	0/002	0	0	000/001	
AVRS Crash Report Sales / \$	12 / \$60	12 / \$60	19 / \$95	17 / \$85	19/\$95	

**REQUEST FOR COUNCIL ACTION**

Agenda Date: September 14, 2020
To: Council Members
From: Lee Wrhel, Police & Fire Secretary

AGENDA ITEM: Tazewell County Animal Control Billing - August 2020

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

9/11/2020

Date:

Tazewell County Animal Control

6.3.a

21314 State Route 9
PO Box 158
Tremont, IL 61568
Phone: (309) 925-3370
FAX: (309) 925- 3633

AUGUST 2020 INVOICE

Balance Due \$3753.83

City Of Pekin
111 S Capitol St
Room 242
Pekin, IL 61554

Our records show the following charges are unpaid.

<u>Date</u>	<u>Description</u>	<u>Charge Amount</u>	<u>Unpaid balance</u>
09-01-2020	Pekin Contract Fee	\$3,753.83	\$3,753.83
As of 09-01-2020, there is a balance due of			\$3,753.83

FOR SERVICES PROVIDED 8/1/2020 - 8/31/2020

Attachment: Tazewell County Animal Control - August 2020 (2309 : Tazewell County Animal Control Billing - August 2020)

g. 79

Group By Municipality
Order By Intake Date

Page Number: 15 of 23

Officer Call
8578
8591
8598
8594
8596
8603
8606
8611
8614
8618
8630
8631
8632

U.S. House of Representatives

Group By Municipality

Order By Intake Date

Order By Intake Date

Officer Call

Packet Pg. 80

Case intake requires you to enter the following information:

Group By Municipality
Order By Intake Date

Page Number: 17 of 21

Page Number: 17 of 21

Officer Call

Packet Pg. 81

Case Intake Register 08-01-2020 to 08-31-2020

Tazewell County Animal Control

Record count on this entire report: 174
Run Date: 09-01-2020 03:39:18 PM by Ryan Sanders
FAX: (309) 925-3633

Group By Municipality
Order By Intake Date
Page Number: 18 of 18

Municipality: PEKIN

Case ID	Intake Date	Reason and Transport	ACO	Owner at Intake	Animal	Officer Call
08-28-2020 1	08-28-2020	Wildlife/Aco Pickup Pickup location: 1309 Spring St, Pekin, IL 61554	Homerin, Charlena		#187849/U/Other/Bat Small/Adult/Brown	8762
08-28-2020 3	08-28-2020	Stray/Aco Pickup Pickup location: 3 Rueiling Court, Pekin, IL 61554	Lohnes, Pam		#187870/U/Cat/Dsh Small/Adult/Brown/Tabby	8764
08-31-2020 1	08-31-2020	Stray/Aco Pickup Pickup location: 319 Koch St, Pekin, IL 61554	Harms, Jaymee		#187883/M/Cat/Dsh Small/Kitten/Gray/Tabby	8777
08-31-2020 4	08-31-2020	Wildlife/Aco Pickup Pickup location: 915 Hamilton St, Pekin, IL 61554	Lohnes, Pam		#187910/U/Other/Bat Small/Adult/Brown	8781
08-31-2020 5	08-31-2020	Wildlife/Aco Pickup Pickup location: 1612 Grandlake Court, Pekin, IL 61554	Lohnes, Pam		#187911/U/Other/Opossum Small/Adult/Gray	8782
End of Group		Group count: 59				



REQUEST FOR COUNCIL ACTION

Agenda Date: September 14, 2020
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Resolution No. 83-19/20 Authorizing Early Payment of Final Installment of Debt for Griffin Drive

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: On May 29, 2012, the City Council of the City of Pekin approved financing through Pekin Community Bank to pay for the construction of Griffin Drive from Veterans Drive to where it ends at the Avanti's Dome. The final annual payment on the debt service is due to be paid in September of 2020 and paid for out of the City's Tourism Fund. At present, the Tourism Fund has a remaining cash fund balance to make an early payment on loan. Paying the final payment in this month, rather than September, will save the City approximately \$2,855.00 in interest and will allow the City to meet its debt obligation without having to rely on uncertain future revenues in the Tourism Fund in the next fiscal year.

Staff recommends approval.

FINANCIAL IMPACT:

Amount: \$2,885 in savings
 Line Item: 208-208-590400
 Budgeted Amount: N/A
 Remaining Funds: N/A

IMPACT IF APPROVED: City will pay off Griffin Loan early

IMPACT IF DENIED: City will not pay off Griffin Loan early

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.

Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.

Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.

Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness.

Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:**Mark A. Rothert**

Mark A. Rothert, City Manager

4/10/2020

Mark A. Rothert

Mark A. Rothert, City Manager

4/10/2020

Date:

WHEREAS, on May 29, 2012, the City Council of the City of Pekin approved financing through Pekin Community Bank to pay for the construction of Griffin Drive from Veterans Drive to where it ends at the Avanti's Dome; and

WHEREAS, the final annual payment on the debt service is due to be paid in September of 2020; and

WHEREAS, the City Finance Director has recommended that the City make the final payment in April of 2020 in order to reduce expenditures in Fiscal Year 2021; and

WHEREAS, paying the final payment in April rather than September will save the City approximately \$2,855.00 in interest; and

WHEREAS, there are sufficient funds in the City's Tourism Fund to pay the final payment on the debt service in April, which totals \$96,461.52; and

WHEREAS, the City Council of the City of Pekin finds it is in the best interest of the City to pay the debt service at this time.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS, THAT:

Section 1. The findings and recitations set forth above are adopted and found to be true and correct.

Section 2. The City Finance Director is authorized and directed to make the final payment of the debt service for the Griffin Drive project on or before April 17, 2020, out of the City's Tourism Fund.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20_____.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

Agenda Date: September 14, 2020
To: Council Members
From: Matt Fick,

AGENDA ITEM: Ordinance No. 2896 - 20/21 Front Yard Variance Request Regarding 1320 S. 6th Street

ACTION REQUESTED: Approve and Adopt the Request.

DESCRIPTION: Mr. Daniel Steinbach, owner of property located at 1320 S. 6th Street, is requesting a variance to construct an attached deck to the front of the primary residence. The property is zoned R-4, One Family Residential, and the front yard setback in said district is 25 feet from the property line. Mr. Steinbach is requesting to construct a deck that will only be 15 feet from the property line, which will require him to obtain a setback variance of 10 feet.

In order to grant a variance a hardship must be present. In Mr. Steinbach's case the stated hardship is that his home was constructed prior to existing zoning regulations, therefore there is no way to increase his established front yard setback and construct his deck unless a variance is granted. The Zoning Board of Appeals will meet to review this request at 5:00 PM on Monday, September 14th just prior to the City Council meeting. An update of their actions will be provided to Council prior to their vote.

FINANCIAL IMPACT:

Requested Amount: N/A
 Line Item: N/A
 Budgeted Amount: N/A
 Remaining Funds: N/A

IMPACT IF APPROVED: Variance is approved

IMPACT IF DENIED: Variance is not approved

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.

Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.

Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.

Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness

Police & Fire Pension Obligation. To meet the 90% funding level by the year 2040 it is essential the City plan carefully and maintain financial discipline to meet its \$63 million dollar obligation.

Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

9/11/2020

Date:

WHEREAS, Daniel Steinbach (“Petitioner”) is the owner of property located at 1320 S. 6th Street, located in the City of Pekin (the “Property”); and

WHEREAS, Petitioner applied to the City for a variance to the provisions of section 9-9-1 of the City Zoning Code to allow him to build a deck in the front yard of the Property with a 15-foot setback, a variance of 10 feet from the required 25-foot setback. A copy of Petitioners’ Petition for Variance is attached hereto as Exhibit A; and

WHEREAS, after a hearing pursuant to duly published notice, the City of Pekin Zoning Board of Appeals has recommended approval of the requested variance; and

WHEREAS, the City Council of the City of Pekin finds that the Petition meets the Standards for Variations set forth in Section 9-12-1-2B of the City Code.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Pekin, Tazewell County, Illinois as follows:

Section 1. The findings and recitations hereinabove set forth are adopted and found to be true.

Section 2. The variance requested by Petitioner to allow the construction of a deck on the Property with a front yard set back of 15 feet, as described and depicted in Exhibit A is hereby approved.

Section 3. The variance shall be in effect as of the effective date of this Ordinance.

Section 4. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith, excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 5. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK



ILLINOIS
Community. Opportunity. Home.

City of Pekin- Zoning and Inspections Department

111 S. Capitol Street, Pekin, Illinois 61554 - (309) 477-2315

RESIDENTIAL VARIANCE APPLICATION

Address of Requested Variance: 1320 S. 6th Street

Applicant Name: Don Stenbuch

Address: 1320 South 6th Street

Phone #: (309) 360-6671 Cell Phone #: (309) 360-6671 E-Mail: motleycreative@yahoo.com

Property Interest of Applicant: Owner

Owner Name: SAME

Address:

Phone #: Cell Phone #: E-Mail:

Property Information:

Lot Area: Zoning District: Present Use:

Use of Adjacent Property & Zoning:

North: South:

East: West:

Property Identification Number: 04-10-02-322-010

Legal Description: (Attach Separate Page) SEC 2 T24N R5W Pekin Gardens ADD LOT 11
BLK 25 SW 1/4

Section from Zoning Code Variance is Being Requested:

Reason and Purpose for Request: (Lot Area, Width, Front/Rear/Side Yard Setback, Parking)

Set back - Deck in front

Attachment: 1320 S 6th Street Council Item (2298 : Ordinance No. 2896 - 20/21 Front Yard Variance Request Regarding 1320 S. 6th Street)



City of Pekin- Zoning and Inspections Department

111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2315

Variance Standards and Findings (Attach Separate Page if Necessary)

1. The granting of the variance will be in harmony with the purpose and intent of the Zoning Code and will not alter the essential character of the locality.

Explain: _____

2. The plight of the owner is due to special and unique circumstances and that the hardship was not self-created by the petitioning party.

Explain: Hardship due to age of home as it was constructed prior to
City Zoning

3. That after balancing the interest of the surrounding property owners, the benefits of granting the variance outweigh the depreciation of the neighboring properties, if any.

Explain: Adding deck would give curb appeal to property.

CERTIFICATION BY THE APPLICANT

I certify that all the information contained in this application form or any attachments, documents, or plans submitted herewith are true to the best of my knowledge and belief.

Applicant Signature

Date

8/26/2020

CERTIFICATION BY PROPERTY OWNER

I certify that I am the owner of the property, which is the subject of this request. The applicant has received my approval to proceed with this request.

Owner Signature

Date

8/26/2020

RECEIVED

AUG 27 2020

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City of Pekin- Zoning and Inspections Department

111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2315

CHECKLIST OF REQUIRED VARIANCE ITEMS:

- ☒ One original, completed Variance application form with all required signatures.
- ☒ Payment of \$85.00 non-refundable filing fee. Checks should be made payable to "City of Pekin".
- ☒ Fifteen (15) copies of a Site Plan drawn to scale, noting the scale used, showing the actual size and shape of the lot or property; location, ground are, dimensions and identification of use of all existing and proposed buildings and structures and dimensions of front, side and rear yards. **PLEASE NOTE:** If Site Plan is on 8 1/2" x 11" paper, you need only attach the original and additional copies will be made with your application by the Building Inspection / Development Department.

FOR OFFICE USE ONLY:Filing Fee: \$85.00

Date Filed: _____

Publication Date: _____

Public Hearing Date: _____

City Council Action Date: _____

Approved: _____

Denied: _____

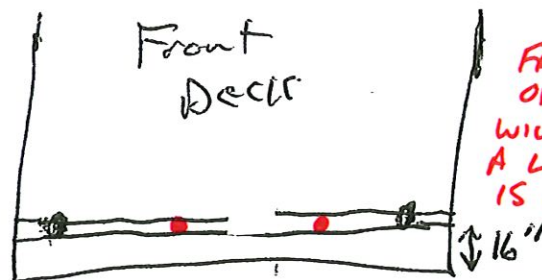
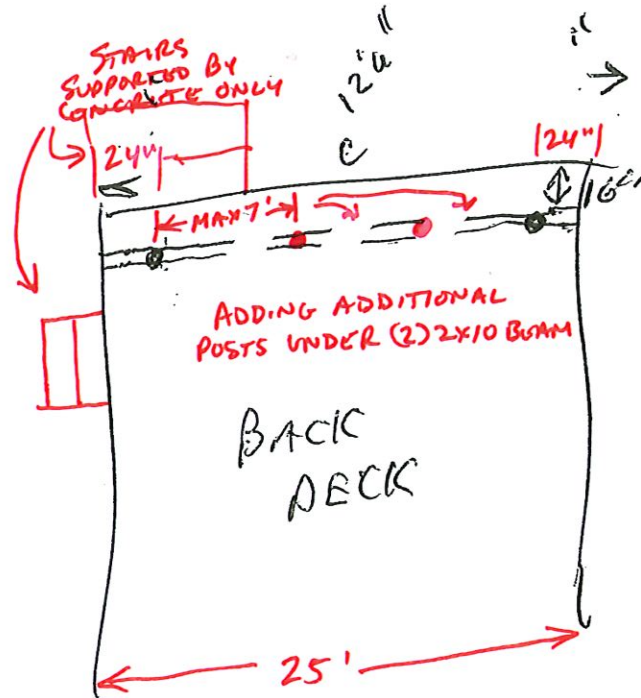
Ordinance #: _____

*already granted Inspections. Get
From Keith Miller*

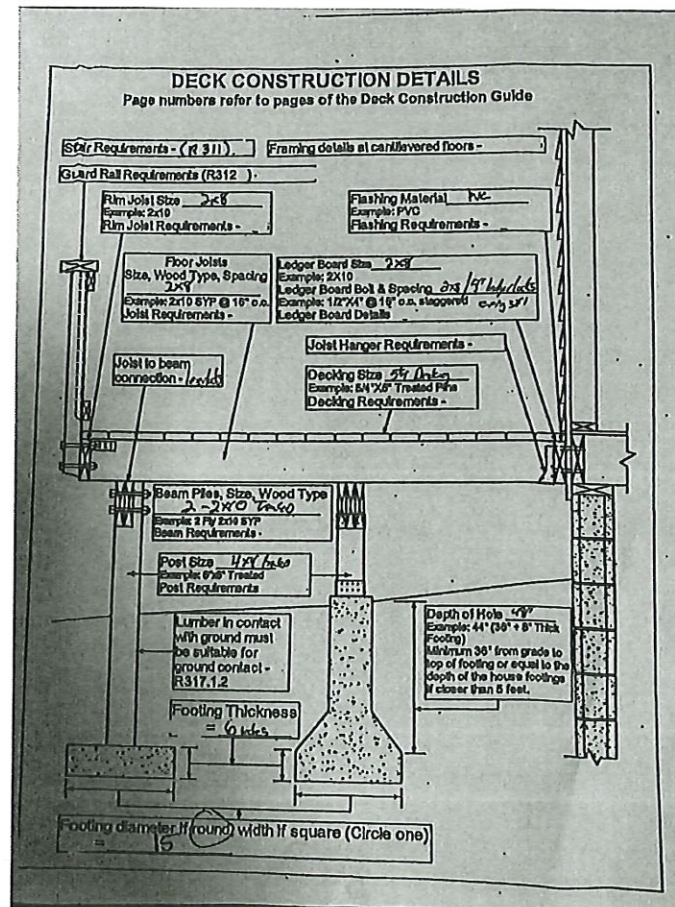
Attachment: 1320 S 6th Street Council Item (2298 : Ordinance No. 2896 - 20/21 Front Yard Variance Request Regarding 1320 S. 6th Street)

• = posts

= 2x10 Beam

RECEIVED
AUG 25 2020

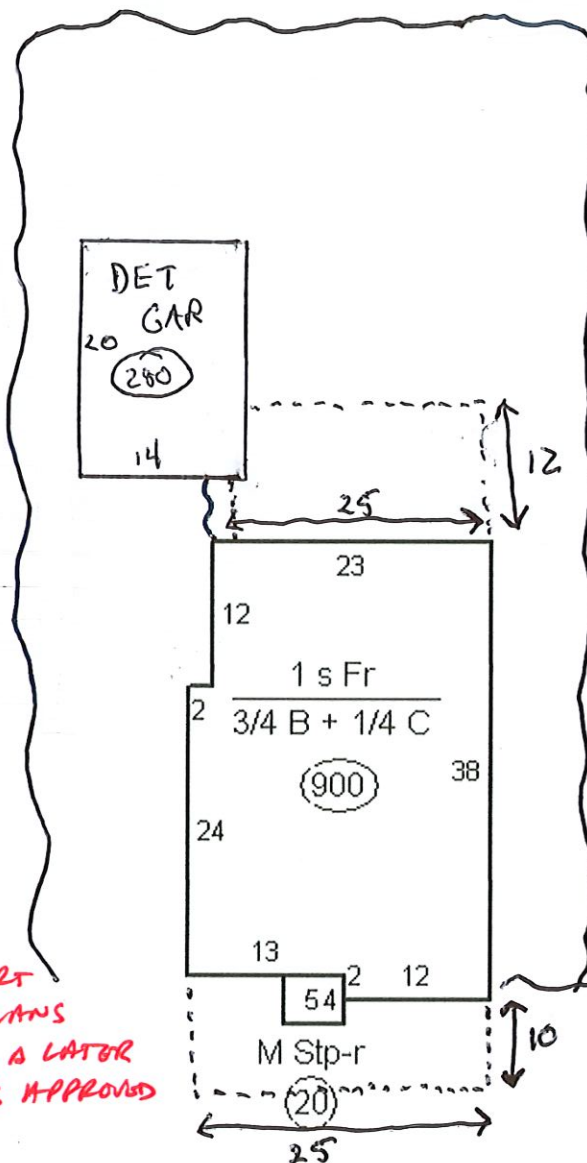
FRONT DECK IS NOT PART OF THOSE APPROVED PLANS WILL BE SUBMITTED AT A LATER DATE IF VARIANCE IS APPROVED.



~~~~~ = Fence  
 ----- = Deck's

CONCRETE DRIVE

RECEIVED  
 AUG 25 2020



FRONT DECK IS NOT PART  
 OF THESE APPROVED PLANS  
 WILL BE SUBMITTED AT A LATER  
 DATE IF VARIANCE IS APPROVED

- \* Joists = 2x8 every 16"
- \* Beam = 2x10's
- \* Ledger = 2x8 attached w/5" lever bolts between joists
- \* Framing = 2x8

SEE SEPARATE PERMIT  
 \* Just replacing existing fence from 4ft chainlink to 6ft  
 wooden privacy. Both neighbors on board 100%.





- IL 155
- IL 29
- US 24
- IL 474
- IL 98
- Streets
- IL 74
- US 150

Tazewell County GIS aerial and map records contained herein are for property tax purposes only. This information has been compiled from the most current available data and is not intended to be used for any other purpose. The information must be accepted and used with the understanding that the data was collected primarily for the use and purpose of creating a Property Tax Roll per Illinois Statute. The information contained herein is for reference purposes only, and should not be relied upon as a substitute for a title search. Any reliance on the information contained herein is at the user's own risk. The Tazewell County GIS assumes no responsibility for any use of the information contained herein for any other purpose. Tazewell County GIS also assumes all risk and liability when accessing any property site linked to this site. All data is subject to change.



0 0.00325 0.0065 0.013 mi  
0 0.005 0.01 0.02 km





## REQUEST FOR COUNCIL ACTION

**Agenda Date:** September 14, 2020  
**To:** Council Members  
**From:** Bruce Marston, Finance Director

**AGENDA ITEM:** Resolution No.164 - 20/21 Professional Accounting Services

**ACTION REQUESTED:** Approve and Adopt the Resolution.

**DESCRIPTION:** On February 10, 2020, the Finance Department was authorized to incur up to \$40,000.00 for professional accounting services that would help the department maintain internal controls related to separation of duties in preparation for the FY 2019 audit. The department subsequently engaged professional accounting services from March 1 through April 15, 2020, and again from May 10 to September 4, 2020. In FY 2020, \$23,887.13 of the \$40,000.00 was paid out and in FY 2021 a total of \$15,881.25 has been paid for a total of \$39,768.38.

The Finance Department is requesting authorization to expend an additional \$12,000.00 for professional services to assist with the final stages of the FY 2019 audit and to complete the documentation of the year end closing process in preparation for the FY 2020 audit.

**FINANCIAL IMPACT:**

Requested Amount: \$12,000  
 Line Item: 100-990-599999  
 Budgeted Amount: \$479,000  
 Remaining Funds: \$479,000

**IMPACT IF APPROVED:** The City will be able to start the FY 2020 audit sooner and will have a documented process for audit preparation and annual closing of financial accounts.

**IMPACT IF DENIED:** The FY 2019 audit will take longer to complete, which will likely cause the FY 2020 audit to be late.

**ALTERNATIVES:** N/A

**RELATED TO THE 2019-2021 CITY COUNCIL GOALS:**

**5 Year CIP.** The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.

**Enhance Code Enforcement Services.** The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.

**Business Friendly Community.** The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.

**Efficient and Effective Municipal Operations.** A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness

**Police & Fire Pension Obligation.** To meet the 90% funding level by the year 2040 it is essential the City plan carefully and maintain financial discipline to meet its \$63 million dollar obligation.

**Employee Residency.** It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

**REQUIRED SIGNATURES**

**Finance Department** (Certification of Availability of Funds):

**Bruce Q Marston**

Bruce Q Marston, Finance Director

9/10/2020

Date:

**City Manager:**

**Mark A. Rothert**

Mark A. Rothert, City Manager

9/11/2020

Date:

**WHEREAS**, On February 10, 2020, the City Council authorized the Finance Department to incur up to \$40,000.00 for professional accounting services that would help the department maintain internal controls related to separation of duties in preparation for the FY 2019 audit; and

**WHEREAS**, The Finance Department subsequently engaged professional accounting services from March 1 through April 15, 2020, and again from May 10 to September 4, 2020; and

**WHEREAS**, the Finance Department paid out \$23,887.13 for professional accounting services in Fiscal Year 2020, and \$15,881.25 so far in Fiscal Year 2021, for a total of \$39,768.38; and

**WHEREAS**, City staff is recommending retaining professional accounting services to assist in the final stages of the FY19 audit and to complete the documentation for year end closing procedures, at an additional cost of approximately \$12,000; and

**WHEREAS**, the City Council of the City of Pekin finds it is in the best interest of the City to expend additional funds to retain professional accounting services as recommended by City staff.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS:**

**Section 1.** The recitals set forth above are found to be true and correct and are adopted herein.

**Section 2.** The Finance Department is authorized to expend an additional \$12,000.00 for professional accounting services to assist with the final stages of the FY 2019 audit and to complete the documentation of year end closing procedures in preparation for the FY 2020 audit.

**Section 3.** The expenditure authorized herein shall be paid out of line item 100-006-569000 "Other Contractual Services".

**ADOPTED AND APPROVED** at a regular meeting of the City Council of the City of Pekin this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK





## REQUEST FOR COUNCIL ACTION

**Agenda Date:** September 14, 2020  
**To:** Council Members  
**From:** John Dossey, Police Chief

**AGENDA ITEM:** Resolution No. 165 - 20/21 Purchase of Axon Video Solution

**ACTION REQUESTED:** Approve and Adopt the Resolution.

**DESCRIPTION:** At the City Council Meeting held August 24, 2020, staff discussed our current state of video solutions utilized within the police department and the current costs associated with such systems; specifically that they are failing and in need of replacement. Staff further discussed the future mandate(s) regarding the utilization and implementation of body worn cameras in light of the issues currently facing law enforcement.

A comprehensive review of our current and needed systems were conducted and staff found a solution that not only addresses our current needs, but further addresses needs as they apply to staff efficiency and cost effectiveness. One firm, Axon, proposed providing the Police Department with a comprehensive solution to update and upgrade the department's video recording capability in interview rooms, vehicles, and on personnel. Moreover, Axon's system would relieve the burden of IT server maintenance by utilizing Evidence.com for storage of a variety of media with 24/7 support. Axon would also update the City's equipment every two years, which keeps the City up to date with technology and provides the best solution for media storage. Police personnel will also be implementing more efficient and cost effective measures when it comes to evidence preparation. Finally, this system would meet the Criminal Justice Information Services (CJIS) mandates from the Department of Justice.

Since Axon is the only vendor who can provide a comprehensive system to meet the Department's needs, staff recommends approval of their proposal. To be clear this is a sole source purchase. A copy of the proposal and sole source justification is attached.

**FINANCIAL IMPACT:** In working with Axon, they will invoice the City over a five year period for a total cost of \$686,543.97. In the first year, Axon will bill the city for costs associated with updating Police Department interrogation rooms with new equipment and cameras, totaling \$100,289. Since these improvements are affixed to the building and made to a public facility, TIF funds can partially be used to pay for the expense (\$41,630). Funds were also earmarked in the IT budget for a server to address video storage issues. Those funds (\$30,000) can now be redirected to this purchase as well. Finally, the City will pursue grant funding through the Illinois Law Enforcement Training and Standards Board (ILETSB) which annually has funding available to reimburse police departments for equipment purchases. The City will seek the maximum allowable through this grant, totaling \$28,659. In years 2-5, the City will be billed 147,913.87 annually, which the City will budget for accordingly.

|                   |                |                                                           |              |                           |
|-------------------|----------------|-----------------------------------------------------------|--------------|---------------------------|
| Requested Amount: | \$30,000       | \$41,630                                                  | \$28,659     | = \$100,289 (Year 1 cost) |
| Line Item:        | 100-009-599802 | 270-270-584009                                            | ILETSB Grant |                           |
| Budgeted Amount:  | \$248,027      | \$100,000                                                 |              |                           |
| Available Funds:  | \$217,395      | \$28,100*                                                 |              |                           |
|                   |                | *Additional TIF Fund Balance will be utilized of \$13,530 |              |                           |

**IMPACT IF APPROVED:** The Police Department would install in new camera equipment in interrogation rooms, in vehicles and on personnel.

**IMPACT IF DENIED:** The Police Department would not install in new camera equipment in interrogation rooms, in vehicles and on personnel.

**ALTERNATIVES:** N/A

**RELATED TO THE 2019-2021 CITY COUNCIL GOALS:**

|  |                                                                                                                                                                                                                                                                                                    |
|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <b>5 Year CIP.</b> The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.            |
|  | <b>Enhance Code Enforcement Services.</b> The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.                                                                               |
|  | <b>Business Friendly Community.</b> The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a “Business-Friendly” Community.                                              |
|  | <b>Efficient and Effective Municipal Operations.</b> A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness. |
|  | <b>Employee Residency.</b> It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.                                                                        |

### REQUIRED SIGNATURES

**Finance Department** (Certification of Availability of Funds):

Date:

**City Manager:**

**Mark A. Rothert**

Mark A. Rothert, City Manager

9/11/2020

Date:

**WHEREAS**, the video recording systems currently used in police department operations, including dash cameras and interrogation room recording systems, are failing and in need of replacement; and

**WHEREAS**, the police department has determined it is in the best interest of the department, its officers, the City, and its residents to outfit all police officers with body cameras; and

**WHEREAS**, the police department has conducted a comprehensive review of its current systems and future needs with an eye toward increasing staff efficiency, improving methods for gathering and storing video evidence, increasing transparency, and implementing a more cost effective system; and

**WHEREAS**, the police department has identified a one-platform solution provided by Axon Enterprise, Inc., that will meet the existing video recording needs of the police department, add body cameras for all police officers, and operate all video systems on a single multimedia platform that will improve overall functionality of the system, as set forth in the proposal attached hereto as Exhibit A; and

**WHEREAS**, Axon is the sole provider of the equipment and platform solution the police department has identified to best meet its needs, as set forth in the Sole Source letter attached hereto as Exhibit B; and

**WHEREAS**, the City Council of the City of Pekin finds it is in the best interests of the City, its residents, and public safety to purchase and implement the one-platform solution proposed by Axon.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS:**

**Section 1.** The above recitals are found to be true and correct and are adopted herein.

**Section 2.** The Mayor is authorized to enter into a five-year agreement with Axon Enterprise, Inc., for the provision of video recording services, in substantially the form set forth in Exhibit C hereto, with such modifications as the Mayor, in consultation with the City Attorney, deems appropriate.

**ADOPTED AND APPROVED** at a regular meeting of the City Council of the City of Pekin this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK



# AXON

**Pekin Police Dept.- IL**

**AXON SALES REPRESENTATIVE**

Joe McKinney

[jmckinney@axon.com](mailto:jmckinney@axon.com)

**ISSUED**

8/7/2021





**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737

Q-264449-44050.855JM

Issued: 08/07/2020

Quote Expiration: 08/31/2020

Account Number: 112461

Payment Terms: Net 30  
Delivery Method: Fedex - Ground

**SHIP TO**

Brian Willmert  
Pekin Police Dept. - IL  
111 S CAPITOL ST  
PEKIN, IL 61554  
US

**BILL TO**

Pekin Police Dept. - IL  
111 S CAPITOL ST  
PEKIN, IL 61554  
US

**SALES REPRESENTATIVE**

Joe McKinney  
Phone:  
Email: jmckinney@axon.com  
Fax:

**PRIMARY CONTACT**

Brian Willmert  
Phone: (309) 478-5330  
Email: blwillmert@ci.pekin.il.us

**Year 1 OSP7**

| Item                             | Description                                       | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|----------------------------------|---------------------------------------------------|---------------|----------|-----------------|----------------|-------------|
| <b>Axon Plans &amp; Packages</b> |                                                   |               |          |                 |                |             |
| 20248                            | TASER 7 EVIDENCE.COM ACCESS LICENSE               | 60            | 1        | 0.00            | 0.00           | 0.00        |
| 73687                            | EVIDENCE.COM VIEWER LICENSE                       | 60            | 1        | 0.00            | 0.00           | 0.00        |
| 73746                            | PROFESSIONAL EVIDENCE.COM LICENSE                 | 60            | 41       | 0.00            | 0.00           | 0.00        |
| 73686                            | EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE        | 60            | 41       | 0.00            | 0.00           | 0.00        |
| 73683                            | 10 GB EVIDENCE.COM A-LA-CART STORAGE              | 60            | 410      | 0.00            | 0.00           | 0.00        |
| 73449                            | AWARE LICENSE                                     | 60            | 41       | 0.00            | 0.00           | 0.00        |
| 20248                            | TASER 7 EVIDENCE.COM ACCESS LICENSE               | 60            | 41       | 0.00            | 0.00           | 0.00        |
| 20246                            | TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS LICENSE | 60            | 41       | 0.00            | 0.00           | 0.00        |
| 73683                            | 10 GB EVIDENCE.COM A-LA-CART STORAGE              | 60            | 13       | 0.00            | 0.00           | 0.00        |
| 73840                            | EVIDENCE.COM BASIC ACCESS LICENSE                 | 60            | 13       | 0.00            | 0.00           | 0.00        |
| <b>Hardware</b>                  |                                                   |               |          |                 |                |             |
| 20160                            | TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER     |               | 41       | 0.00            | 0.00           | 0.00        |
| 75015                            | SIGNAL SIDEARM KIT                                |               | 41       | 0.00            | 0.00           | 0.00        |
| 20050                            | HOOK-AND-LOOP TRAINING (HALT) SUIT                |               | 1        | 0.00            | 0.00           | 0.00        |
| 73202                            | AXON BODY 3 - NA10                                |               | 41       | 699.00          | 0.00           | 0.00        |
| 74210                            | AXON BODY 3 - 8 BAY DOCK                          |               | 1        | 1,495.00        | 0.00           | 0.00        |

Attachment: Axon Proposal (2289 : Resolution No. 165 - 20/21 Purchase of Axon Video Solution)

## Year 1 OSP7 (Continued)

| Item                 | Description                                                     | Term<br>(Months) | Quantity | List Unit<br>Price | Net Unit Price | Total (USD) |
|----------------------|-----------------------------------------------------------------|------------------|----------|--------------------|----------------|-------------|
| Hardware (Continued) |                                                                 |                  |          |                    |                |             |
| 70033                | WALL MOUNT BRACKET, ASSY,<br>EVIDENCE.COM DOCK                  |                  | 1        | 43.90              | 43.90          | 43.90       |
| 22175                | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-<br>DEGREE) NS            |                  | 82       | 0.00               | 0.00           | 0.00        |
| 22176                | TASER 7 LIVE CARTRIDGE, CLOSE<br>QUARTERS (12-DEGREE) NS        |                  | 82       | 0.00               | 0.00           | 0.00        |
| 22177                | TASER 7 HOOK-AND-LOOP TRN (HALT)<br>CARTRIDGE, STANDOFF NS      |                  | 82       | 0.00               | 0.00           | 0.00        |
| 22178                | TASER 7 HOOK-AND-LOOP TRN (HALT)<br>CARTRIDGE, CLOSE QUART NS   |                  | 82       | 0.00               | 0.00           | 0.00        |
| 20008                | TASER 7 HANDLE, YLW, HIGH VISIBILITY<br>(GREEN LASER), CLASS 3R |                  | 41       | 0.00               | 0.00           | 0.00        |
| 20040                | TASER 7 HANDLE WARRANTY, 4-YEAR                                 |                  | 41       | 0.00               | 0.00           | 0.00        |
| 71044                | BATTERY, SIGNAL SIDEARM, CR2430<br>SINGLE PACK                  |                  | 82       | 0.00               | 0.00           | 0.00        |
| 20018                | TASER 7 BATTERY PACK, TACTICAL                                  |                  | 49       | 0.00               | 0.00           | 0.00        |
| 20041                | TASER 7 BATTERY PACK WARRANTY, 4-<br>YEAR                       |                  | 49       | 0.00               | 0.00           | 0.00        |
| 80090                | TARGET FRAME, PROFESSIONAL, 27.5 IN. X<br>75 IN., TASER 7       |                  | 1        | 0.00               | 0.00           | 0.00        |
| 20042                | TASER 7 DOCK & CORE WARRANTY, 4-<br>YEAR                        |                  | 1        | 0.00               | 0.00           | 0.00        |
| 70033                | WALL MOUNT BRACKET, ASSY,<br>EVIDENCE.COM DOCK                  |                  | 1        | 0.00               | 0.00           | 0.00        |
| 74200                | TASER 7 6-BAY DOCK AND CORE                                     |                  | 1        | 0.00               | 0.00           | 0.00        |
| 22175                | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-<br>DEGREE) NS            |                  | 123      | 0.00               | 0.00           | 0.00        |
| 22176                | TASER 7 LIVE CARTRIDGE, CLOSE<br>QUARTERS (12-DEGREE) NS        |                  | 123      | 0.00               | 0.00           | 0.00        |
| 22179                | TASER 7 INERT CARTRIDGE, STANDOFF<br>(3.5-DEGREE) NS            |                  | 41       | 0.00               | 0.00           | 0.00        |
| 22181                | TASER 7 INERT CARTRIDGE, CLOSE<br>QUARTERS (12-DEGREE) NS       |                  | 41       | 0.00               | 0.00           | 0.00        |
| 11534                | USB-C to USB-A CABLE FOR AB3 OR FLEX 2                          |                  | 41       | 0.00               | 0.00           | 0.00        |
| 74023                | LG POCKET MOUNT, 6 IN, AXON<br>RAPIDLOCK                        |                  | 45       | 0.00               | 0.00           | 0.00        |
| Other                |                                                                 |                  |          |                    |                |             |
| 73810                | OFFICER SAFETY PLAN 7                                           | 60               | 41       | 0.00               | 0.00           | 0.00        |

Attachment: Axon Proposal (2289 : Resolution No. 165 - 20/21 Purchase of Axon Video Solution)

## Year 1 OSP7 (Continued)

| Item                                                           | Description                                                     | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|----------------------------------------------------------------|-----------------------------------------------------------------|---------------|----------|-----------------|----------------|-------------|
| Other (Continued)                                              |                                                                 |               |          |                 |                |             |
| Not Eligible<br>TASER 7<br>INSTRUCTOR COURSE<br>VOUCHER        | Not Eligible TASER 7 INSTRUCTOR COURSE<br>VOUCHER               |               | 1        | 0.00            | 0.00           | 0.00        |
| 73811                                                          | OFFICER SAFETY PLAN 7 PAYMENT                                   | 12            | 41       | 1,908.00        | 0.00           | 0.00        |
| Not Eligible<br>TASER 7<br>MASTER INSTRUCTOR<br>SCHOOL VOUCHER | Not Eligible TASER 7 MASTER INSTRUCTOR<br>SCHOOL VOUCHER        |               | 1        | 0.00            | 0.00           | 0.00        |
| 20135                                                          | OCULUS GO STANDALONE VIRTUAL<br>REALITY HEADSET                 |               | 1        | 0.00            | 0.00           | 0.00        |
| 20247                                                          | TASER 7 ONLINE TRAINING CONTENT<br>ACCESS LICENSE               | 60            | 41       | 0.00            | 0.00           | 0.00        |
| 20249                                                          | VR EMPATHY DEVELOPMENT STARTER<br>CONTENT ACCESS                | 60            | 41       | 0.00            | 0.00           | 0.00        |
| 73827                                                          | AB3 CAMERA TAP WARRANTY                                         | 60            | 41       | 0.00            | 0.00           | 0.00        |
| 73828                                                          | AB3 8 BAY DOCK TAP WARRANTY                                     | 60            | 1        | 0.00            | 0.00           | 0.00        |
| 80087                                                          | TASER 7 TARGET, CONDUCTIVE,<br>PROFESSIONAL (RUGGEDIZED)        |               | 1        | 0.00            | 0.00           | 0.00        |
| 71019                                                          | NORTH AMER POWER CORD FOR AB3 8-<br>BAY, AB2 1-BAY / 6-BAY DOCK |               | 1        | 0.00            | 0.00           | 0.00        |
| 73841                                                          | EVIDENCE.COM BASIC LICENSE PAYMENT                              | 12            | 13       | 180.00          | 0.00           | 0.00        |
| Services                                                       |                                                                 |               |          |                 |                |             |
| 85144                                                          | AXON STARTER                                                    |               | 1        | 2,750.00        | 0.00           | 0.00        |
| Subtotal                                                       |                                                                 |               |          |                 |                | 43.90       |
| Estimated Shipping                                             |                                                                 |               |          |                 |                | 0.00        |
| Estimated Tax                                                  |                                                                 |               |          |                 |                | 0.00        |
| Total                                                          |                                                                 |               |          |                 |                | 43.90       |

## Year 1 - Fleet

| Item                  | Description                  | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------------|------------------------------|---------------|----------|-----------------|----------------|-------------|
| Axon Plans & Packages |                              |               |          |                 |                |             |
| 80216                 | FLEET 2 UNLIMITED 60 PAYMENT |               | 23       | 1,188.00        | 0.00           | 0.00        |

Attachment: Axon Proposal (2289 : Resolution No. 165 - 20/21 Purchase of Axon Video Solution)



## Year 1 - Fleet (Continued)

| Item                                         | Description                                                 | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|----------------------------------------------|-------------------------------------------------------------|---------------|----------|-----------------|----------------|-------------|
| <b>Axon Plans &amp; Packages (Continued)</b> |                                                             |               |          |                 |                |             |
| 73683                                        | 10 GB EVIDENCE.COM A-LA-CART STORAGE                        | 60            | 13       | 0.00            | 0.00           | 0.00        |
| 73840                                        | EVIDENCE.COM BASIC ACCESS LICENSE                           | 60            | 13       | 0.00            | 0.00           | 0.00        |
| 73682                                        | AUTO TAGGING LICENSE                                        | 60            | 41       | 0.00            | 0.00           | 0.00        |
| <b>Hardware</b>                              |                                                             |               |          |                 |                |             |
| 80181                                        | EXTENDED WARRANTY, 4 YEAR, FLEET 2 KIT                      |               | 23       | 0.00            | 0.00           | 0.00        |
| 11634                                        | CRADLEPOINT IBR900-1200M-NPS+5 YEAR NETCLOUD ESSENT (PRIME) |               | 23       | 1,509.00        | 0.00           | 0.00        |
| 71200                                        | FLEET ROUTER ANTENNA, COMPACT 5-IN-1, BLACK                 |               | 23       | 270.00          | 0.00           | 0.00        |
| 80214                                        | FLEET EVIDENCE.COM UNLIMITED STORAGE                        | 60            | 23       | 0.00            | 0.00           | 0.00        |
| 71088                                        | AXON FLEET 2 KIT                                            |               | 23       | 0.00            | 0.00           | 0.00        |
| 74110                                        | CABLE, CAT6 ETHERNET 25 FT, FLEET                           |               | 23       | 0.00            | 0.00           | 0.00        |
| 71100                                        | CABLE ASSEMBLY, POWER HARNESS, FLEET 2                      |               | 23       | 0.00            | 0.00           | 0.00        |
| <b>Other</b>                                 |                                                             |               |          |                 |                |             |
| 87050                                        | FLEET VIEW XL ACCESS LICENSE                                | 60            | 23       | 0.00            | 0.00           | 0.00        |
| 73841                                        | EVIDENCE.COM BASIC LICENSE PAYMENT                          | 12            | 13       | 180.00          | 0.00           | 0.00        |
| 73835                                        | AUTO TAGGING LICENSE PAYMENT                                | 12            | 41       | 180.00          | 0.00           | 0.00        |
| <b>Services</b>                              |                                                             |               |          |                 |                |             |
| 80134                                        | 1 DAY, TRAIN THE INSTALLER, SIGNAL INSTALLATION, PER SITE   |               | 1        | 2,000.00        | 0.00           | 0.00        |
| 79999                                        | AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE           |               | 1        | 0.00            | 0.00           | 0.00        |
| Subtotal                                     |                                                             |               |          |                 |                | 0.00        |
| Estimated Tax                                |                                                             |               |          |                 |                | 0.00        |
| Total                                        |                                                             |               |          |                 |                | 0.00        |

## Year 1 - Interview Room

| Item                             | Description                                        | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|----------------------------------|----------------------------------------------------|---------------|----------|-----------------|----------------|-------------|
| <b>Axon Plans &amp; Packages</b> |                                                    |               |          |                 |                |             |
| 50071                            | AXON STREAMING SERVER LICENSE (PER SERVER)         |               | 2        | 1,750.00        | 1,750.00       | 3,500.00    |
| 50070                            | AXON CLIENT SOFTWARE (EACH CLIENT AND TOUCH PANEL) |               | 6        | 1,500.00        | 1,500.00       | 9,000.00    |

Attachment: Axon Proposal (2289 : Resolution No. 165 - 20/21 Purchase of Axon Video Solution)



## Year 1 - Interview Room (Continued)

| Item                                         | Description                                                  | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|----------------------------------------------|--------------------------------------------------------------|---------------|----------|-----------------|----------------|-------------|
| <b>Axon Plans &amp; Packages (Continued)</b> |                                                              |               |          |                 |                |             |
| 50055                                        | INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 1 PAYMENT |               | 5        | 5,940.00        | 5,940.00       | 29,700.00   |
| 50085                                        | AXON STREAMING SERVER SOFTWARE MAINTENANCE 5 YEAR UPFRONT    |               | 2        | 350.00          | 350.00         | 700.00      |
| 50086                                        | AXON CLIENT SOFTWARE MAINTENANCE 5 YEAR UPFRONT              |               | 6        | 300.00          | 300.00         | 1,800.00    |
| <b>Hardware</b>                              |                                                              |               |          |                 |                |             |
| 50298                                        | AXIS P3245-LV NETWORK CAMERA                                 |               | 5        | 796.00          | 796.00         | 3,980.00    |
| 50218                                        | AXIS F41 COVERT MAIN UNIT - NON SER                          |               | 5        | 595.00          | 595.00         | 2,975.00    |
| 50118                                        | LOUROE MICROPHONE                                            |               | 10       | 196.50          | 196.50         | 1,965.00    |
| 50295                                        | AXON INTERVIEW PRO SERVER                                    |               | 2        | 4,455.00        | 4,455.00       | 8,910.00    |
| 50268                                        | POS-X TP6 TOUCH PANEL W/4GB RAM                              |               | 6        | 1,600.00        | 1,600.00       | 9,600.00    |
| 50267                                        | AXIS A9188 Network I/O Relay Module                          |               | 5        | 500.00          | 500.00         | 2,500.00    |
| 50258                                        | AXIS T98A15-VE SURVEILLANCE CABINET                          |               | 5        | 325.00          | 325.00         | 1,625.00    |
| 50265                                        | PANEL MOUNT LED, 24VDC - RED                                 |               | 6        | 30.00           | 30.00          | 180.00      |
| 74062                                        | INTERVIEW ROOM 5 YR EXTENDED WARRANTY                        |               | 5        | 1,297.00        | 664.00         | 3,320.00    |
| 74116                                        | INTERVIEW COVERT ENCLOSURE - AV WALL PLATE, FLUSH MOUNTED    |               | 5        | 121.00          | 121.00         | 605.00      |
| 50114                                        | COVERT CAMERA, SENSOR UNIT                                   |               | 5        | 370.00          | 370.00         | 1,850.00    |
| 74059                                        | MOTION SENSOR ENCLOSURE – COVERT CAMERA                      |               | 1        | 135.00          | 135.00         | 135.00      |
| <b>Services</b>                              |                                                              |               |          |                 |                |             |
| 85170                                        | INTERVIEW ROOM, INSTALL AND SETUP                            |               | 5        | 2,500.00        | 2,500.00       | 12,500.00   |
| Subtotal                                     |                                                              |               |          |                 |                | 94,845.00   |
| Estimated Tax                                |                                                              |               |          |                 |                | 0.00        |
| Total                                        |                                                              |               |          |                 |                | 94,845.00   |

## Year 1 OSP7 Spares

| Item            | Description                                                  | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------|--------------------------------------------------------------|---------------|----------|-----------------|----------------|-------------|
| <b>Hardware</b> |                                                              |               |          |                 |                |             |
| 73202           | AXON BODY 3 - NA10                                           |               | 1        | 0.00            | 0.00           | 0.00        |
| 20008           | TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R |               | 1        | 0.00            | 0.00           | 0.00        |
| 20040           | TASER 7 HANDLE WARRANTY, 4-YEAR                              |               | 1        | 0.00            | 0.00           | 0.00        |
| 11534           | USB-C to USB-A CABLE FOR AB3 OR FLEX 2                       |               | 1        | 0.00            | 0.00           | 0.00        |

Attachment: Axon Proposal (2289 : Resolution No. 165 - 20/21 Purchase of Axon Video Solution)

## Year 1 OSP7 Spares (Continued)

| Item                 | Description                           | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|----------------------|---------------------------------------|---------------|----------|-----------------|----------------|-------------|
| Hardware (Continued) |                                       |               |          |                 |                |             |
| 74023                | LG POCKET MOUNT, 6 IN, AXON RAPIDLOCK |               | 1        | 0.00            | 0.00           | 0.00        |
| Other                |                                       |               |          |                 |                |             |
| 73827                | AB3 CAMERA TAP WARRANTY               | 60            | 1        | 0.00            | 0.00           | 0.00        |
| Subtotal             |                                       |               |          |                 |                | 0.00        |
| Estimated Tax        |                                       |               |          |                 |                | 0.00        |
| Total                |                                       |               |          |                 |                | 0.00        |

## Year 2

| Item                  | Description                                           | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------------|-------------------------------------------------------|---------------|----------|-----------------|----------------|-------------|
| Axon Plans & Packages |                                                       |               |          |                 |                |             |
| 80216                 | FLEET 2 UNLIMITED 60 PAYMENT                          |               | 23       | 1,188.00        | 1,188.00       | 27,324.00   |
| Hardware              |                                                       |               |          |                 |                |             |
| 22175                 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS      |               | 82       | 0.00            | 0.00           | 0.00        |
| 22176                 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS |               | 82       | 0.00            | 0.00           | 0.00        |
| Other                 |                                                       |               |          |                 |                |             |
| 73811                 | OFFICER SAFETY PLAN 7 PAYMENT                         | 12            | 41       | 1,908.00        | 2,647.06       | 108,529.46  |
| 73841                 | EVIDENCE.COM BASIC LICENSE PAYMENT                    | 12            | 13       | 180.00          | 180.00         | 2,340.00    |
| 73841                 | EVIDENCE.COM BASIC LICENSE PAYMENT                    | 12            | 13       | 180.00          | 180.00         | 2,340.00    |
| 73835                 | AUTO TAGGING LICENSE PAYMENT                          | 12            | 41       | 180.00          | 180.00         | 7,380.00    |
| Subtotal              |                                                       |               |          |                 |                | 147,913.46  |
| Estimated Tax         |                                                       |               |          |                 |                | 0.00        |
| Total                 |                                                       |               |          |                 |                | 147,913.46  |

## Year 3

| Item                  | Description                                             | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------------|---------------------------------------------------------|---------------|----------|-----------------|----------------|-------------|
| Axon Plans & Packages |                                                         |               |          |                 |                |             |
| 80216                 | FLEET 2 UNLIMITED 60 PAYMENT                            |               | 23       | 1,188.00        | 1,188.00       | 27,324.00   |
| Hardware              |                                                         |               |          |                 |                |             |
| 22175                 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS        |               | 82       | 0.00            | 0.00           | 0.00        |
| 22176                 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS   |               | 82       | 0.00            | 0.00           | 0.00        |
| 22177                 | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS |               | 82       | 0.00            | 0.00           | 0.00        |

Attachment: Axon Proposal (2289 : Resolution No. 165 - 20/21 Purchase of Axon Video Solution)



## Year 3 (Continued)

| Item                 | Description                                                | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|----------------------|------------------------------------------------------------|---------------|----------|-----------------|----------------|-------------|
| Hardware (Continued) |                                                            |               |          |                 |                |             |
| 22178                | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS |               | 82       | 0.00            | 0.00           | 0.00        |
| Other                |                                                            |               |          |                 |                |             |
| 73811                | OFFICER SAFETY PLAN 7 PAYMENT                              | 12            | 41       | 1,908.00        | 2,647.07       | 108,529.87  |
| 73309                | AXON BODY CAMERA REFRESH ONE                               |               | 41       | 0.00            | 0.00           | 0.00        |
| 73310                | AXON BODY CAMERA REFRESH TWO                               |               | 41       | 0.00            | 0.00           | 0.00        |
| 73689                | MULTI-BAY BWC DOCK MID REFRESH                             |               | 1        | 0.00            | 0.00           | 0.00        |
| 73841                | EVIDENCE.COM BASIC LICENSE PAYMENT                         | 12            | 13       | 180.00          | 180.00         | 2,340.00    |
| 73841                | EVIDENCE.COM BASIC LICENSE PAYMENT                         | 12            | 13       | 180.00          | 180.00         | 2,340.00    |
| 73835                | AUTO TAGGING LICENSE PAYMENT                               | 12            | 41       | 180.00          | 180.00         | 7,380.00    |
| Subtotal             |                                                            |               |          |                 |                | 147,913.87  |
| Estimated Tax        |                                                            |               |          |                 |                | 0.00        |
| Total                |                                                            |               |          |                 |                | 147,913.87  |

## Year 4

| Item                  | Description                                           | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------------|-------------------------------------------------------|---------------|----------|-----------------|----------------|-------------|
| Axon Plans & Packages |                                                       |               |          |                 |                |             |
| 80216                 | FLEET 2 UNLIMITED 60 PAYMENT                          |               | 23       | 1,188.00        | 1,188.00       | 27,324.00   |
| Hardware              |                                                       |               |          |                 |                |             |
| 22175                 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS      |               | 82       | 0.00            | 0.00           | 0.00        |
| 22176                 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS |               | 82       | 0.00            | 0.00           | 0.00        |
| Other                 |                                                       |               |          |                 |                |             |
| 73811                 | OFFICER SAFETY PLAN 7 PAYMENT                         | 12            | 41       | 1,908.00        | 2,647.07       | 108,529.87  |
| 73841                 | EVIDENCE.COM BASIC LICENSE PAYMENT                    | 12            | 13       | 180.00          | 180.00         | 2,340.00    |
| 73841                 | EVIDENCE.COM BASIC LICENSE PAYMENT                    | 12            | 13       | 180.00          | 180.00         | 2,340.00    |
| 73835                 | AUTO TAGGING LICENSE PAYMENT                          | 12            | 41       | 180.00          | 180.00         | 7,380.00    |
| Subtotal              |                                                       |               |          |                 |                | 147,913.87  |
| Estimated Tax         |                                                       |               |          |                 |                | 0.00        |
| Total                 |                                                       |               |          |                 |                | 147,913.87  |

Attachment: Axon Proposal (2289 : Resolution No. 165 - 20/21 Purchase of Axon Video Solution)

## Year 5

| Item                             | Description                                           | Term<br>(Months) | Quantity | List Unit<br>Price | Net Unit Price | Total (USD)       |
|----------------------------------|-------------------------------------------------------|------------------|----------|--------------------|----------------|-------------------|
| <b>Axon Plans &amp; Packages</b> |                                                       |                  |          |                    |                |                   |
| 80216                            | FLEET 2 UNLIMITED 60 PAYMENT                          |                  | 23       | 1,188.00           | 1,188.00       | 27,324.00         |
| <b>Hardware</b>                  |                                                       |                  |          |                    |                |                   |
| 22175                            | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS      |                  | 82       | 0.00               | 0.00           | 0.00              |
| 22176                            | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS |                  | 82       | 0.00               | 0.00           | 0.00              |
| <b>Other</b>                     |                                                       |                  |          |                    |                |                   |
| 73811                            | OFFICER SAFETY PLAN 7 PAYMENT                         | 12               | 41       | 1,908.00           | 2,647.07       | 108,529.87        |
| 73688                            | MULTI-BAY BWC DOCK FINAL REFRESH                      |                  | 1        | 0.00               | 0.00           | 0.00              |
| 73841                            | EVIDENCE.COM BASIC LICENSE PAYMENT                    | 12               | 13       | 180.00             | 180.00         | 2,340.00          |
| 73841                            | EVIDENCE.COM BASIC LICENSE PAYMENT                    | 12               | 13       | 180.00             | 180.00         | 2,340.00          |
| 73835                            | AUTO TAGGING LICENSE PAYMENT                          | 12               | 41       | 180.00             | 180.00         | 7,380.00          |
| Subtotal                         |                                                       |                  |          |                    |                | 147,913.87        |
| Estimated Tax                    |                                                       |                  |          |                    |                | 0.00              |
| Total                            |                                                       |                  |          |                    |                | 147,913.87        |
| <b>Grand Total</b>               |                                                       |                  |          |                    |                | <b>686,543.97</b> |

Attachment: Axon Proposal (2289 : Resolution No. 165 - 20/21 Purchase of Axon Video Solution)



## Discounts (USD)

Quote Expiration: 08/31/2020

|              |                   |
|--------------|-------------------|
| List Amount  | 761,934.90        |
| Discounts    | 75,390.93         |
| <b>Total</b> | <b>686,543.97</b> |

*\*Total excludes applicable taxes*

## Summary of Payments

| Payment                 | Amount (USD)      |
|-------------------------|-------------------|
| Year 1 OSP7             | 43.90             |
| Year 1 - Fleet          | 0.00              |
| Year 1 - Interview Room | 94,845.00         |
| Year 1 OSP7 Spares      | 0.00              |
| Year 2                  | 147,913.46        |
| Year 3                  | 147,913.87        |
| Year 4                  | 147,913.87        |
| Year 5                  | 147,913.87        |
| <b>Grand Total</b>      | <b>686,543.97</b> |



Tax is subject to change at order processing with valid exemption.

## Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_

PO# (Or write N/A): \_\_\_\_\_

Please sign and email to Joe McKinney at [jmckinney@axon.com](mailto:jmckinney@axon.com) or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

The trademarks referenced above are the property of their respective owners.

Attachment: Axon Proposal (2289 : Resolution No. 165 - 20/21 Purchase of Axon Video Solution)

\*\*\*Axon Internal Use Only\*\*\*

|           |          |                                                                         |
|-----------|----------|-------------------------------------------------------------------------|
|           |          | SFDC Contract #:<br><br>Order Type:<br>RMA #:<br>Address Used:<br>SO #: |
| Review 1  | Review 2 |                                                                         |
| Comments: |          |                                                                         |



Pekin Police Dept.- IL

## ATTENTION

This order may qualify for freight shipping, please fill out the following information.

|                                                              |  |
|--------------------------------------------------------------|--|
| What is the contact name and phone number for this shipment? |  |
| What are your receiving hours?<br>(Monday-Friday)            |  |
| Is a dock available for this incoming shipment?              |  |
| Are there any delivery restrictions? (no box trucks, etc.)   |  |

Attachment: Axon Proposal (2289 : Resolution No. 165 - 20/21 Purchase of Axon Video Solution)



17800 N 85TH STREET  
SCOTTSDALE, ARIZONA 85255

AXON.COM

8/31/2020

**To: United States state, local and municipal law enforcement agencies**

**Re: Sole Source Letter for Axon Enterprise, Inc.'s Product Packages**

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only available for purchase from Axon Enterprise. Axon is also the sole distributor of all Axon product packages in the United States of America.

### Axon Product Packages

1. **Officer Safety Plan:** Includes an X2 or X26P conducted energy weapon (CEW), Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.
2. **Officer Safety Plan 7:** Includes a TASER 7 conducted electrical weapon (CEW), Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, Axon Aware, and Axon Records Core.
3. **Officer Safety Plan 7 Plus:** Includes a TASER 7 conducted energy weapon (CEW), Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Aware +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.
4. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for CEW program management, annual training cartridges, unlimited duty cartridges and online training content.
5. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
6. **TASER Assurance Plan (TAP):** Hardware extended warranty coverage, Spare Products, and Upgrade Models available for the X2 and X26P CEWs, and the TASER CAM HD recorder. (The TAP is available only through Axon Enterprise, Inc.)
7. **TASER 60:** Pays for X2 and X26P CEWs and Spare Products in installments over 5 years.
8. **Unlimited Cartridge Plan:** Allows the agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
9. **TASER 60 Unlimited:** Pays for X2 and X26P CEWs and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.

| SOLE AUTHORIZED DISTRIBUTOR FOR<br>TASER BRAND CEW PRODUCTS                                                                 | SOLE AUTHORIZED REPAIR FACILITY FOR<br>TASER BRAND CEW PRODUCTS                                                             |
|-----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| Axon Enterprise, Inc.<br>17800 N. 85 <sup>th</sup> Street, Scottsdale, AZ 85255<br>Phone: 800-978-2737<br>Fax: 480-991-0791 | Axon Enterprise, Inc.<br>17800 N. 85 <sup>th</sup> Street, Scottsdale, AZ 85255<br>Phone: 800-978-2737<br>Fax: 480-991-0791 |

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.





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SCOTTSDALE, ARIZONA 85255

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Sincerely,

A handwritten signature in black ink, appearing to read 'J. Isner', written over a horizontal line.

Josh Isner  
Chief Revenue Officer  
Axon Enterprise, Inc.

The "Axon + Delta Logo," Axon, Axon Aware, Axon Citizen, TASER CAM, X2, X26P, TASER, and TASER 7, are trademarks of Axon Enterprise, Inc., some of which are trademarks in the US and other countries. For more information visit [www.axon.com/legal](http://www.axon.com/legal). All rights reserved. © 2019 Axon Enterprise, Inc.

Attachment: 2020 Axon Sole Source (2289 : Resolution No. 165 - 20/21 Purchase of Axon Video Solution)



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SCOTTSDALE, ARIZONA 85255

AXON.COM

8/31/2020

**To: Pekin Police Departmentt**

**Re: Sole Source Letter for Axon Enterprise, Inc.'s TASER Conducted Energy Weapons, Axon brand products, and Axon Evidence (Evidence.com) Data Management Solutions**

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor of all TASER brand products for the agency identified in this letter.

### TASER CEW Descriptions



#### TASER 7 CEW

- Multiple-shot CEW
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER 7 Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER 7 Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

#### X2 CEW

- Multiple-shot CEW
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogi log system records information from a variety of sensors into three data



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- X26P – 2-year extended warranty, item number 11008
  - X26P – 4-year extended warranty, item number 11004
3. TASER 7 Cartridges (compatible with the TASER 7; required for this CEW to function in the probe deployment mode)
    - Standoff cartridge, 3.5 degrees, Model 20012
    - Close Quarter cartridge, 12 degrees, Model 20013
  4. TASER standard cartridges (compatible with the X26P; required for this CEW to function in the probe deployment mode):
    - 15-foot Model: 34200
    - 21-foot Model: 44200
    - 21-foot non-conductive Model: 44205
    - 25-foot Model: 44203
    - 35-foot Model: 44206
  5. TASER Smart cartridges (compatible with the X2; required for this CEW to function in the probe deployment mode):
    - 15-foot Model: 22150
    - 25-foot Model: 22151
    - 25-foot inert simulation Model: 22155
    - 25-foot non-conductive Model: 22157
    - 35-foot Model: 22152
  6. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 CEWs.
    - TASER CAM HD replacement battery Model: 26764
    - TASER CAM HD Download Kit Model: 26762
    - TASER CAM HD optional 4-year extended warranty, item number 26763
  7. Power Modules (Battery Packs) for TASER 7 CEWs:
    - Tactical battery pack Model 22018
    - Compact battery pack Model 22019
  8. Battery Packs for X26P and X2 CEWs:
    - Performance Power Magazine (PPM) Model: 22010
    - Tactical Performance Power Magazine (TPPM) Model: 22012
    - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
    - eXtended Performance Power Magazine (XPPM) Model: 11010
    - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
    - Axon Signal Performance Power Magazine (SPPM) Model: 70116
  9. TASER 7 Dock:
    - TASER 7 Dock Core and Multi-bay Module: 74200
  10. TASER Dataport Download Kits:
    - Dataport Download Kit for the X2 and X26P Model: 22013



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- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

#### **Axon Fleet 2 Camera**

- Fully integrated with Axon Evidence (Evidence.com) services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence (Evidence.com).
- Immediate upload to Axon Evidence (Evidence.com) of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

#### **Axon Signal Unit (ASU)**

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

#### **Axon Signal Performance Power Magazine (SPPM)**

- Battery pack for the TASER X2 and X26P conducted energy weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

#### **Axon Signal Sidearm Sensor**

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon



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- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence (Evidence.com) via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence (Evidence.com) is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence (Evidence.com) and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

#### **Axon Evidence (Evidence.com) for Prosecutors**

- All the benefits of the standard Axon Evidence (Evidence.com) services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence (Evidence.com) services
- Unlimited storage for data collected by Axon cameras and Axon Capture

#### **Axon Records Network**

- Records management system (RMS)
- Easy search and information sharing
- Paperwork automation
- Video-based incident report writing
- Digital evidence integration

#### **Axon Capture Application**

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence (Evidence.com) account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

#### **Axon Commander Services**

- On-premises data management platform
- Chain of custody reports with extensive audit trail



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4. Axon Flex 2 USB Sync Cable Model: 11534
5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
6. Axon Flex 2 Camera Mounts:
  - Oakley Flak Jacket Kit Model: 11544
  - Collar Mount Model: 11545
  - Oakley Clip Model: 11554
  - Epaulette Mount Model: 11546
  - Ballcap Mount Model: 11547
  - Ballistic Vest Mount Model: 11555
  - Universal Helmet Mount Model: 11548
7. Axon Body 2 Camera Model: 74001
8. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
  - Z-Bracket, Men's, Axon RapidLock Model: 74018
  - Z-Bracket, Women's Axon RapidLock Model: 74019
  - Magnet, Flexible, Axon RapidLock Model: 74020
  - Magnet, Outerwear, Axon RapidLock Model: 74021
  - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
  - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
  - MOLLE Mount, Single, Axon RapidLock Model: 11507
  - MOLLE Mount, Double, Axon RapidLock Model: 11508
  - Belt Clip Mount, Axon RapidLock Model: 11509
9. Axon Fleet 2 Camera
  - Axon Fleet 2 Front Camera: 71079
  - Axon Fleet 2 Front Camera Mount: 71080
  - Axon Fleet 2 Rear Camera: 71081
  - Axon Fleet 2 Rear Camera Controller: 71082
  - Axon Fleet 2 Rear Camera Controller Mount: 71083
  - Axon Fleet Battery System: 74024
  - Axon Fleet Bluetooth Dongle: 74027
10. Axon Signal Unit Model: 70112
11. Axon Dock Models:
  - Axon Dock – Individual Bay and Core for Axon Flex 2
  - Axon Dock – 6-Bay and Core for Axon Flex 2
  - Individual Bay for Axon Flex 2 Model: 11538
  - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
  - Wall Mount Bracket Assembly for Axon Dock: 70033
  - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
  - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
  - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011



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Sincerely,

A handwritten signature in black ink, appearing to read 'Josh Isner'.

Josh Isner  
Chief Revenue Officer  
Axon Enterprise, Inc.

Android is a trademark of Google, Inc, Bluetooth is a trademark of the Bluetooth SIG, Flak Jacket is a trademark of Oakley, Inc, iPod touch is a trademark of Apple Inc., IOS is a trademark of Cisco, LTE is a trademark of the European Telecommunications Standards Institute, Shoei is a trademark of Shoei Co., Ltd., VELCRO is a trademark of Velcro Industries, B.V., and Wi-Fi is a trademark of the Wi-Fi Alliance.

The "Delta Logo," the "Axon + Delta Logo," Axon, Axon Aware, Axon Body, Axon Body 2, Axon Body 3, Axon Citizen, Axon Dock, Axon Evidence, Axon Fleet, Axon Fleet 2, Axon Flex, Axon Flex 2, Axon Interview, Axon RapidLock, Axon Records, Axon Signal, Axon Signal Sidearm, Axon Signal Vehicle, Evidence.com, Smart Cartridge, Trilogy, TASER CAM, X2, X26P, TASER 7, TASER, and d are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit [www.axon.com/legal](http://www.axon.com/legal). All rights reserved. © 2019 Axon Enterprise, Inc.





## Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

### 1 **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Device**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

### 2 **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

### 3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

### 4 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

### 5 **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

### 6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.



## Master Services and Purchasing Agreement

7

### Warranty.

**7.1 Hardware Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

**7.2 Claims.** If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

**7.3 Spare Axon Devices.** Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices will replace broken or non-functioning units. If Agency utilizes a Spare Axon Device, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair or replace the unit with a replacement Axon Device. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Axon Devices provided. If Agency returns the Spare Axon Devices to Axon within 30 days of the invoice date, Axon will issue a credit and apply it against the invoice.

**7.4 Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

**7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.**

**7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

**8 Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("SOW"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

**9 Axon Device Warnings.** See [www.axon.com/legal](http://www.axon.com/legal) for the most current Axon Device warnings.



## Master Services and Purchasing Agreement

- 10 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
- 11 **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
- 12 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 13 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("Agency Indemnitees") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 14 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 16 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 17 **Termination.**
- 17.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2 **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3 **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("MSRP") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
- 18 **Confidentiality.** "Confidential Information" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination,

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 11.0

Release Date: 8/6/2020

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Packet Pg. 124





## Master Services and Purchasing Agreement

or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

### 19 General.

**19.1 Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

**19.2 Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

**19.3 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

**19.4 Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

**19.5 Export Compliance.** Each Party will comply with all import and export control laws and regulations.

**19.6 Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

**19.7 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

**19.8 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

**19.9 Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

**19.10 Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

**19.11 Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.  
Attn: Legal  
17800 N. 85th Street  
Scottsdale, Arizona 85255  
legal@axon.com

Agency:  
Attn:  
Street Address  
City, State, Zip  
Email

**19.12 Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This

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Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

**Axon Enterprise, Inc.****Agency**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Master Services and Purchasing Agreement

### Axon Cloud Services Terms of Use Appendix

#### 1 **Definitions.**

**"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

**"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

**"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

**"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

- 2 **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

- 3 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.

- 4 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

- 5 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

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- 6 **Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.
- 7 **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("Skyhook") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- 8 **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.
- Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 11 **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- 12 **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services

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needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 13 **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
  - 13.1 copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
  - 13.2 reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
  - 13.3 access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - 13.4 use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
  - 13.5 access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
  - 13.6 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
  - 13.7 use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 14 **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 15 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16 **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
- 17 **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



## Master Services and Purchasing Agreement

### Professional Services Appendix

- 1 **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- 2 **Body-Worn Camera Full Service (BWC Full Service).** BWC Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. BWC Full Service options include:

#### System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Agency need
- Register cameras to Agency domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

#### Dock configuration

- Work with Agency to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Agency
- On-site assistance, not to include physical mounting of docks

#### Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

#### System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

#### Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

#### Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

#### End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

#### Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

#### Post go-live review

- 3 **Body-Worn Camera Starter Service (BWC Starter).** BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:

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|                                                                                                                                                                                                                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>System set up and configuration (Remote Support)</b> <ul style="list-style-type: none"> <li>Instructor-led setup of Axon View on smartphones (if applicable)</li> <li>Configure categories &amp; custom roles based on Agency need</li> <li>Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access</li> </ul> |
| <b>Dock configuration</b> <ul style="list-style-type: none"> <li>Work with Agency to decide the ideal location of Dock setup and set configurations on Dock</li> <li>Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency</li> <li>Does not include physical mounting of docks</li> </ul>           |
| <b>Axon instructor training (Train the Trainer)</b><br>Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations                                                                                             |
| <b>End user go-live training and support sessions</b> <ul style="list-style-type: none"> <li>Assistance with device set up and configuration</li> <li>Training on device use, Axon Evidence, and Evidence Sync</li> </ul>                                                                                                         |
| <b>Implementation document packet</b><br>Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide                                                                                                                                                     |

- 4 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual).** BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

- 5 **CEW Services Packages.** CEW Services Packages are detailed below:

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>System set up and configuration</b> <ul style="list-style-type: none"> <li>Configure Axon Evidence categories &amp; custom roles based on Agency need.</li> <li>Troubleshoot IT issues with Axon Evidence.</li> <li>Register users and assign roles in Axon Evidence.</li> <li><b>For the CEW Full Service Package:</b> On-site assistance included</li> <li><b>For the CEW Starter Package:</b> Virtual assistance included</li> </ul>                                                                                                                                                                     |
| <b>Dedicated Project Manager</b><br>Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Best practice implementation planning session to include:</b> <ul style="list-style-type: none"> <li>Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies</li> <li>Discuss the importance of entering metadata and best practices for digital data management</li> <li>Provide referrals to other agencies using TASER CEWs and Axon Evidence</li> <li><b>For the CEW Full Service Package:</b> On-site assistance included</li> <li><b>For the CEW Starter Package:</b> Virtual assistance included</li> </ul> |
| <b>System Admin and troubleshooting training sessions</b><br>On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence                                                                                                                                                                                                                                                                                                                                           |
| <b>Axon Evidence Instructor training</b> <ul style="list-style-type: none"> <li>Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs.</li> <li><b>For the CEW Full Service Package:</b> Training for up to 3 individuals at Agency</li> <li><b>For the CEW Starter Package:</b> Training for up to 1 individual at Agency</li> </ul>                                                                                                                                                                                                  |



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### TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

### Post go-live review

**For the CEW Full Service Package:** On-site assistance included.

**For the CEW Starter Package:** Virtual assistance included.

### 6 **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

#### Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

#### Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.

Axon will provide Agency with a Certificate of Destruction

\*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

- 7 **Signal Sidearm Installation Service.** If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

|                                                                                         |
|-----------------------------------------------------------------------------------------|
| Removal of existing connection screws that affix a holster to a holster mount           |
| Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount |
| Reattachment of the holster to the mount using appropriate screws                       |
| Functional testing of Signal Sidearm device                                             |

- 8 **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- 9 **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
- 10 **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
- 11 **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it. If Axon

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modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

- 12 **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 13 **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

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### Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

- 1 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 2 **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
- 3 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month ("**OSP 7 Term**").
- 4 **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
- 5 **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
- 6 **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
- 7 **Upgrade Change.** If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 8 **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
- 9 **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
  - 9.1 TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
  - 9.2 Axon will not and has no obligation to provide the Upgrade Models.
  - 9.3 Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



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### TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

- 1 **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
- 2 **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
- 3 **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
- 4 **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

| Agency Size            | Days to Return from Start Date of TASER 7 Subscription |
|------------------------|--------------------------------------------------------|
| Less than 100 officers | 30 days                                                |
| 100 to 499 officers    | 90 days                                                |
| 500+ officers          | 180 days                                               |

- 5 **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
- 6 **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.
- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence; (c) generate aggregated data, excluding information that can be used to distinguish





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or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "PII"), to improve, analyze, support, and operate Axon's current and future devices and services.

- 8 **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
- 8.1 TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
  - 8.2 Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
  - 8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



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### Axon Auto-Tagging Appendix

- 1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
- 2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
- 3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
- 4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
  - 4.1 Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
  - 4.2 Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
  - 4.3 Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
  - 4.4 Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
  - 4.5 Promptly install and implement any software updates provided by Axon;
  - 4.6 Ensure that all appropriate data backups are performed;
  - 4.7 Provide assistance, participation, and approvals in testing Auto-Tagging Services;
  - 4.8 Provide Axon with remote access to Agency's Axon Evidence account when required;
  - 4.9 Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
  - 4.10 Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



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### Axon Fleet Appendix

- 1 **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
- 2 **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
- 3 **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
- 4 **Wireless Offload Server.**
  - 4.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("WOS"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
  - 4.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
  - 4.3 **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("WOS Updates") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
  - 4.4 **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
- 5 **Axon Vehicle Software.**
  - 5.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
  - 5.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

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- 6 **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("Fleet Upgrade") as schedule on the Quote.

If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "PII"), to improve, analyze, support, and operate Axon's current and future devices and services.

- 8 **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:
- 8.1 Axon Fleet subscription coverage terminates, and no refunds will be given.
  - 8.2 Axon will not and has no obligation to provide the Axon Fleet Upgrade.
  - 8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



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### Axon Aware Appendix

This Axon Aware Appendix applies to both Axon Aware and Axon Aware Plus.

- 1 **Axon Aware Subscription Term.** If Agency purchases Axon Aware as part of a bundled offering, the Axon Aware subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Aware to Agency.

If Agency purchases Axon Aware as a standalone, the Axon Aware subscription begins the later of the (1) date Axon provisions Axon Aware to Agency, or (2) first day of the month following the Effective Date.

The Axon Aware subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Aware.

- 2 **Scope of Axon Aware.** The scope of Axon Aware is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Aware outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Aware to better meet Agency's needs.

- 3 **Axon Body 3 LTE Requirements.** Axon Aware is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

- 4 **Axon Fleet 3 LTE Requirements.** Axon Aware is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

- 5 **Axon Aware Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

- 6 **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Aware or bundles that include Axon Aware, Axon will end Aware services, including any Axon-provided LTE service.

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### Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

- 1 **Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

- 2 **Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
- 3 **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.





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### Flock Software Terms of Use Appendix

#### 1 Definitions.

"**Aggregated Data**" means information that relates to a group or category of customers, from which individual customer identities have been removed, that is not linked or reasonably linkable to any customer, including via a device.

"**Authorized End User**" shall mean any individual employees, agents, or contractors of Customer accessing or using the Flock Services through the Web Interface, under the rights granted to Customer pursuant to this Agreement.

"**Customer**" will mean the Customer.

"**Customer Data**" will mean the data, media and content provided by Customer through the Flock Services. For the avoidance of doubt, the Customer Data will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

"**Documentation**" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Flock Services which are provided by Flock to Customer in accordance with the terms of this Agreement.

"**Embedded Software**" will mean the software and/or firmware embedded or preinstalled on the Flock Hardware.

"**Flock IP**" will mean the Flock Services, the Documentation, the Flock Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Customer and/or its Authorized End Users in connection with the foregoing.

"**Flock Hardware**" shall mean the Flock Gate Cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term "Flock Hardware" excludes the Embedded Software.

"**Flock Services**" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.

"**Flock System**" means collectively, the Flock Hardware, Embedded Software, and Flock Services.

"**Footage**" means still images and/or video captured by the Flock Hardware in the course of and provided via the Flock Services.

"**Non-Customer End User**" means a Flock customer that has elected to give Customer access to its data in the Flock System.

"**Non-Customer End User Data**" means the Footage, geolocation data, environmental data and/or notifications of a Non-Customer End User.

"**Unit(s)**" shall mean the Flock Hardware together with the Embedded Software.

"**Web Interface**" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Flock Services in accordance with the terms of this Agreement.

#### 2 Flock Services.

**2.1 Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of



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the Flock Services via the Web Interface during the term of Customer's agreement, solely for the Authorized End Users. The Footage will be available for Customer to access via the Web Interface for 30 days. Authorized End Users will be required to sign up for an account, and select a password and username ("User ID"). Flock will also provide Customer the Documentation to be used in accessing and using the Flock Services. Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Customer, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Flock Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web Interface which make the Flock Services available to Customer and Authorized End Users. Customer agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Customer from time to time.

- 2.2 **Embedded Software License.** Subject to all terms of this Agreement, Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware by Flock; in each case, solely as necessary for Customer to use the Flock Services.
- 2.3 **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Customer a non-exclusive, non-transferable right and license to use the Documentation during the Service Term for Customer's internal purposes in connection with its use of the Flock Services as contemplated herein.
- 2.4 **Usage Restrictions.** Customer will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (vi) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Application IP; (vii) use the Flock Services for timesharing or service bureau purposes or otherwise for the benefit of a third party or any purpose other than the Purpose; or (viii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under Sections 2.1, 2.2, or 2.3.
- 2.5 **Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.
- 2.6 **Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on

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any of the Flock IP; (b) Customer's or any Authorized End User's use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Flock Services to Customer or any Authorized End User is prohibited by applicable law; or (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Customer to access the Flock (each such suspension, in accordance with this Section 2.6, a "**Service Suspension**"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Customer (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Application Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will extend the Customer's term by the duration of any suspension (for any continuous suspension lasting at least one full day) where the service suspension is not caused by the direct Customer's actions or by the actions of parties associated with the Customer. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Customer or any Authorized End User may incur as a result of a Service Suspension.

### 3 Installation Services.

**3.1 Designated Locations.** Prior to performing the physical installation of the Units, Flock shall advise Customer on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. While Flock will provide advice regarding the location of positioning of such Units, Customer will have the ultimate decision regarding the location, position, and angle of the Units (each Unit location so designated by Customer, a "**Designated Location**"). Due to the fact that Customer selects the Designated Location, Flock shall have no liability to Customer resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations, or delay in installation due to Customer's delay in identifying the choices for the Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready. Designated Locations that are suggested by Flock and accepted by Customer without alteration will be known as Flock Designated Locations. After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the deployment plan ("**Reinstalls**") driven by Customer's request will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like

**3.2 Customer's Installation Obligations.** Customer agrees to allow Flock and its agents reasonable access to the designated installation locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. The "Customer Installation Obligations" include, to the extent required by the Deployment Plan, but are not limited to electrical work to provide a reliable source of 120V AC power that follow Flock guidelines and comply with local regulations if adequate solar exposure is not available. Customer is solely responsible for (i) any permits or associated costs, and managing the permitting process; (ii) any permits or associated costs, any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use, or any other services performed in connection therewith and that Customer shall be solely responsible for the

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foregoing. Customer represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

**3.3 Flock's Installation Obligations.** The Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time the Designated Locations are selected by Customer. Following the initial installation of the Flock Hardware, Flock's obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units, and receive access to the Footage for a period of 3 business days for maintenance purposes. Customer can opt out of Flock's access in the preceding sentence, which would waive Flock's responsibility to ensure such action was successful. Customer understands and agrees that the Flock Services will not function without the Flock Hardware.

**3.4 Theft and Damage.** Flock agrees to replace the Flock Hardware up to 1 time during the Term, at no cost to Customer, in the event of theft or damage. Subsequent replacement due to damage or theft will be at Customer's own expense, at a replacement cost of \$300 per camera. Customer shall not be required to replace subsequently damaged or stolen units; however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently damaged or stolen units and that Flock will have no liability to Customer regarding such affected functionality nor shall the Fees owed be impacted.

**3.5 Security Interest.** The Flock Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of Customer's Agreement. Customer agrees to perform all acts which may be necessary to assure the retention of title of the Flock Hardware by Flock. Should Customer default in any payment for the Flock Services or any part thereof or offer to sell or auction the Flock Hardware, then Customer authorizes and empowers Flock to remove the Flock Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

**3.6 Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Customer and shall be paid promptly upon billing.

**4 Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer will use the Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content and retention thereof. Customer hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses, including without limitation costs and attorneys' fees, in connection with any claim or action that arises from an alleged violation of the foregoing, Customer's Installation Obligations, or otherwise from Customer's use of the Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Customer's use of the Services, Flock may do so and may prohibit any use of the Services it

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believes may be (or alleged to be) in violation of the foregoing

### 5 Data, Feedback; Aggregated Statistics.

**5.1 Customer and Non-Customer End User Data.** As between Flock and Customer, all right, title and interest in the Customer Data and Non-Customer End User Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Customer Data and Non-Customer End User Data and perform all acts with respect to the Customer Data and Non-Customer End User Data as may be necessary for Flock to provide the Flock Services to Customer, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Customer Data and Non-Customer End User Data as a part of the Aggregated Data (as defined in Section 5.3 below). This Agreement does not by itself make any Non-Customer End User Data the sole property or the Proprietary Information of Customer. Flock will automatically delete Footage older than 30 days. Customer has a 30-day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

**5.2 Feedback.** If Customer provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

**5.3 Aggregated Data.** Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Customer or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Flock Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom). Customer acknowledges that Flock will be compiling Aggregated Data based on Customer Data and Non-Customer End User Data input into the Flock Services. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes in connection with the Flock Services and other Flock offerings. No rights or licenses are granted except as expressly set forth herein.

**6 Fees and Term.** The initial term of the Flock Services shall be for the time period set forth on the Quote ("**Initial Flock Term**"). Following the Initial Flock Term, this Agreement will automatically renew for successive renewal terms of the length set forth on the Quote (each, a "**Flock Renewal Term**", and together with the Initial Flock Term, the "**Service Term**") unless either Party gives the other Party notice of non-renewal at least 30 days prior to the end of the then-current Service Term. The Service Term begins when all Flock Hardware is installed and has been validated as operational by Flock.

### 7 Remedy; Warranty; and Disclaimer.

**7.1 Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a "**Defect**"), Customer must first make commercially reasonable efforts to address the problem by contacting Flock's technical support. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to, in its sole discretion, repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit; provided that such inspection and test shall occur within 72 hours after Customer notifies the Flock of defect. Except for cameras owned by Customer, Flock agrees to replace cameras at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer shall not be required

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to replace subsequently damaged or stolen units; however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently damaged or stolen units and that Flock will have no liability to Customer regarding such affected functionality nor shall the Fees owed be impacted.

- 7.2 Exclusions.** Flock will not provide the remedy described in Section 6.1 above if any of the following exclusions apply: (a) misuse of the Flock Hardware or Embedded Software in any manner, including operation of the Flock Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Flock Hardware or Embedded Software in any way; or (c) combination of the Flock Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.
- 7.3 Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Flock Services. Flock Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.
- 7.4 Disclaimer.** THE REMEDY DESCRIBED IN SECTION 6.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE FLOCK HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE FLOCK SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE FLOCK SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE FLOCK SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- 7.5 Insurance.** Flock and Customer will each maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of their business risk. Certificates of Insurance will be provided upon request.

## 8 Limitation of Liability and Indemnity.

- 8.1 Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL FLOCK HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER

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CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE FLOCK SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, CUSTOMER SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE FLOCK SERVICES.

- 8.2 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Customer will not pursue any claims or actions against Flock's suppliers.
- 8.3 Indemnity.** Customer hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Section 3, a breach of this Agreement, Customer's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Customer End Users, or otherwise from Customer's use of the Flock Services, Flock Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Customer's use of the Flock Services, Flock may do so and may prohibit any use of the Flock Services it believes may be (or alleged to be) in violation of the Section 3 or this Agreement.
- 9 Data Preservation.** The Customer agrees to store Customer Data and Non-Customer End User Data in compliance with all applicable local, state, and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Customer's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Customer Data or the Non-Customer End User Data, Customer agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Customer upon demand.
- 10 Publicity.** Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Flock Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.
- 11 Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in FAR section 2.101, the Flock Services, the Flock Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.



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### Axon Commander™ Software Appendix

- 1 **License.** Axon owns all executable instructions, images, icons, sound, and text in Commander. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Commander. "Use" means storing, loading, installing, or executing Commander exclusively for data communication with an Axon Device. Agency may use Commander in a networked environment on computers other than the computer it installs Commander on, so long as each execution of Commander is for data communication with an Axon Device. Agency may make copies of Commander for archival purposes only. Agency shall retain all copyright, trademark, and proprietary notices in Commander on all copies or adaptations.
- 2 **Term.** The Quote will detail the duration of the Commander license, as well as any maintenance. The term will begin upon installation of Commander by Axon.
- 3 **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Commander for any purpose other than as expressly permitted by this Agreement. Agency may not:
  - 3.1 modify, tamper with, repair, or otherwise create derivative works of Commander;
  - 3.2 reverse engineer, disassemble, or decompile Commander or apply any process to derive the source code of Commander, or allow others to do the same;
  - 3.3 access or use Commander to avoid incurring fees or exceeding usage limits or quotas;
  - 3.4 copy Commander in whole or part, except as expressly permitted in this Agreement;
  - 3.5 use trade secret information contained in Commander;
  - 3.6 resell, rent, loan or sublicense Commander;
  - 3.7 access Commander to build a competitive device or service or copy any features, functions, or graphics of Commander; or
  - 3.8 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Commander or any copies of Commander.
- 4 **Support.** Axon may make available updates and error corrections ("**Updates**") to Commander. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Commander. Axon may provide technical support of a prior release/version of Commander for 6 months from when Axon made the subsequent release/version available.
- 5 **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Commander.



## Master Services and Purchasing Agreement

### Axon Application Programming Interface Appendix

#### 1 Definitions.

"**API Client**" means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.

"**API Interface**" means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.

"**Axon Evidence Partner API, API or AXON API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.

"**Use**" means any operation on Agency's data enabled by the supported API functionality.

#### 2 Purpose and License.

2.1 Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.

2.2 Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.

2.3 Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

#### 3 Configuration. Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

#### 4 Agency Responsibilities. When using API Service, Agency and its end users may not:

- 4.1 use API Service in any way other than as expressly permitted under this Agreement;
- 4.2 use in any way that results in, or could result in, any security breach to Axon;
- 4.3 perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4 interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5 reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6 create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7 provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8 frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9 make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10 take any action or inaction resulting in illegal, unauthorized or improper purposes; or disclose Axon's API manual.

#### 5 API Content. All content related to API Service, other than Agency Content or Agency's API Client



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- content, is considered Axon's API Content, including:
- 5.1 the design, structure and naming of API Service fields in all responses and requests;
  - 5.2 the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports; and
  - 5.3 the structure of and relationship of API Service resources; and
  - 5.4 the design of API Service, in any part or as a whole.
- 6 **Prohibitions on API Content.** Neither Agency nor its end users will use API content returned from the API Interface to:
- 6.1 scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
  - 6.2 copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
  - 6.3 misrepresent the source or ownership; or
  - 6.4 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
- 7 **API Updates.** Axon may update or modify the API Service from time to time ("API Update"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for 1 year following the release of an API Update for all depreciated API Service versions.



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### Advanced User Management Appendix

- 1 **Scope.** Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("SCIM"), and (c) automate group creation and management through SCIM.
- 2 **Advanced User Management Configuration.** Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.



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### Axon Channel Services Appendix

- 1 **Definitions.**

**"Axon Digital Evidence Management System"** means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.

**"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

**"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
- 2 **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.
- 3 **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.
- 4 **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
- 5 **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
- 6 **Monitoring.** Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.
- 7 **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:
  - 7.1 Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
  - 7.2 Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
  - 7.3 Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
  - 7.4 Ensure all appropriate data backups are performed;
  - 7.5 Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;
  - 7.6 Notify Axon of any network or machine maintenance that may impact the performance of

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- 7.7 the Channel Services; and  
Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



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### VIEVU Data Migration Appendix

- 1 **Scope.** Agency currently has legacy data in the VIEVU Solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("Migration"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("Migration SOW") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.

A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.

- 2 **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- 3 **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
- 4 **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
- 5 **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.
- 6 **Acceptance.** Once the Migration is complete, Axon will notify Agency and an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have 90 days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.

In the event Agency does not accept the Migration, Agency agrees to notify the Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide the Axon written rejection of the Migration during these 90 days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, the Axon will delete all data from the VIEVU solution 90 days after the Migration.

- 7 **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency 90 days' notice before ending support for the VIEVU solution.
- 8 **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
- 9 **Monitoring.** Axon may monitor Agency's use of Migration to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of Migration.

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### Axon Support Engineer Appendix

- 1 **Axon Support Engineer Payment.** Axon will invoice for Axon Support Engineer ("ASE") services, as outlined in the Quote, when the Axon Support Engineer commences work on-site at Agency.
- 2 **Full-Time ASE Scope of Services.**
  - 2.1 A Full-Time ASE will work on-site four (4) days per week.
  - 2.2 Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time ASE has skills to align with those needs. There may be up to a 6-month waiting period before the Full-Time ASE can work on-site, depending upon Agency's needs and availability of a Full-Time ASE.
  - 2.3 The purchase of Full-Time ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency, and Agency is current on all payments for the Full-Time ASE Service.

The Full-Time ASE Service options are listed below:

#### Ongoing System Set-up and Configuration

- Assisting with assigning cameras and registering docks
- Maintaining Agency's Axon Evidence account
- Connecting Agency to "Early Access" programs for new devices

#### Account Maintenance

- Conducting on-site training on new features and devices for Agency leadership team(s)
- Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program
- Conducting weekly meetings to cover current issues and program status

#### Data Analysis

- Providing on-demand Axon usage data to identify trends and insights for improving daily workflows
- Comparing Agency's Axon usage and trends to peers to establish best practices
- Proactively monitoring the health of Axon equipment and coordinating returns when needed

#### Direct Support

- Providing on-site, tier 1 and tier 2 technical support for Axon devices
- Proactively monitoring the health of Axon equipment
- Creating and monitoring RMAs on-site
- Providing Axon app support
- Monitoring and testing new firmware and workflows before they are released to Agency's production environment

#### Agency Advocacy

- Coordinating bi-annual voice of customer meetings with Axon's Device Management team
- Recording and tracking Agency feature requests and major bugs

- 3 **Regional ASE Scope of Services**
  - 3.1 A Regional ASE will work on-site for 3 consecutive days per quarter. Agency must schedule the on-site days at least 2 weeks in advance. The Regional ASE will also be available by phone and email during regular business hours up to 8 hours per week.
  - 3.2 There may be up to a 6-month waiting period before Axon assigns a Regional ASE to Agency, depending upon the availability of a Regional ASE.
  - 3.3 The purchase of Regional ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency and Agency is current on all payments for the Regional ASE Service.

The Regional ASE service options are listed below:



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### Account Maintenance

- Conducting remote training on new features and devices for Agency's leadership
- Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program
- Conducting weekly conference calls to cover current issues and program status
- Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon devices

### Direct Support

- Providing remote, tier 1 and tier 2 technical support for Axon devices
- Creating and monitoring RMAs remotely

### Data Analysis

- Providing quarterly Axon usage data to identify trends and program efficiency opportunities
- Comparing an Agency's Axon usage and trends to peers to establish best practices
- Proactively monitoring the health of Axon equipment and coordinating returns when needed

### Agency Advocacy

- Coordinating bi-yearly Voice of Agency meetings with Device Management team
- Recording and tracking Agency feature requests and major bugs

- 4 **Out of Scope Services.** The ASE is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
- 5 **ASE Leave Time.** The ASE will be allowed up 7 days of sick leave and up to 15 days of vacation time per each calendar year. The ASE will work with Agency to coordinate any time off and will provide Agency with at least 2 weeks' notice before utilizing any vacation days.



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### Redaction Services Appendix

- 1 **Scope.** Each month of Axon Redaction Service, Agency may utilize up to the number of redacted videos included on the Quote, or the maximum number of hours, whichever comes first. In order to be considered one video, a video an Agency submits to Axon for redaction must be less than 1 hour. If a video is longer than 1 hour, it will be rounded up to the next hour. For example, if Agency submits a video for redaction and that video is 150 minutes, the video will be considered 3 hours. Agency may not rollover unused redactions and hours from one month to the next.
- 2 **Agency Responsibilities.**
  - 2.1 **Access.** Agency will create an account for Axon within Agency's Axon Evidence tenant. Agency must provision Axon to have only permission to view and redact videos identified for redaction. Upon completion of work or on a periodic basis in alignment with Agency's policy, Agency must manage or disable Axon's access within Agency's Axon Evidence tenant.
  - 2.2 **Policy.** Agency is responsible for providing Axon Agency's standard policy regarding redaction ("**Redaction Policy**"). The Redaction Policy should identify typical objects and audio that need to be redacted from video. Axon will redact videos per the Redaction Policy unless otherwise instructed in writing.
- 3 **Submission.** Agency will identify video for redaction and will submit requests to redactionservices@axon.com. Axon will redact the video according to the Redaction Policy within 72 hours. The redaction will be performed using Axon Evidence's Redaction Studio.
- 4 **Security.** Axon will use CJIS certified employees to perform all redaction services. Axon employees will perform all redactions in a CJIS compliant room.
- 5 **Acceptance of Redacted Video.** Upon completing the redaction, Axon will assign the redacted video to Agency. Agency will review the video within 5 business days of receipt and notify Axon of any required changes. If changes are necessary, Axon will perform such changes within 48 hours of notification. In the event Agency does not notify Axon of any requested changes within 5 business days of receipt of the redacted video, Axon will deem the redacted video accepted by Agency.
- 6 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.



## REQUEST FOR COUNCIL ACTION

**Agenda Date:** September 14, 2020  
**To:** Council Members  
**From:** Sarah Newcomb, Human Resources Dir

**AGENDA ITEM:** Resolution No. 166-20/21 Agreement with City & Teamsters-Solid Waste Unit Contract 2020-2024

**ACTION REQUESTED:** Approve and Adopt the Resolution.

**DESCRIPTION:** The Teamsters hold four collective bargaining agreements with the City of Pekin that include:

- General Unit consisting of clerical employees, mechanics, records clerks and school bus employees which provides guidance and management for over one hundred twenty employees, most of which are part-time school bus drivers and monitors;
- Solid Waste Unit includes ten full-time drivers in garbage, recycling or yard waste operations;
- Street Unit has 14 members and includes the temporary/seasonal street maintenance workers; and
- Waste Water Unit, which has 4 members.

The Teamsters' negotiating team included Keith Gleason, President of the Teamsters, Chauffeurs and Helpers, Evonne Johnson, Tammy Hilst, Jim Todd (representing the General Unit), Mike Birkmeier (representing the Waste Water Unit), Charles Whitman (representing the Street Unit) and Ron Morris (representing the Solid Waste Unit). The City's negotiating team included the City Manager Mark Rothert, City Labor Attorney Joshua Herman, Human Resources Director Sarah Newcomb, Police Chief John Dossey, Bob Henderson Operations Manager School Bus Department, Brett Olson Operations Supervisor for Street and Solid Waste and Dan Jost Fleet Services Supervisor.

The collective bargaining sessions began February 26, 2020 in which the Teamsters provided their initial bargaining requests for all four units. Then due to COVID19, negotiations were put on hold. In the meantime the City's negotiating team met with City council in executive session on 6/8/2020 to discuss the collective bargaining approach, methodology, and initial responses from City Council. The bargaining teams then met on 6/30/2020 and 8/4/2020 at which there were tentative agreements on several items and the final bargaining session held on 8/11/2020 during which the teams came to a full tentative agreement. All four of the Teamster Unit contracts were ratified and Mr. Gleason notified the City of full ratification on 8/31/2020.

Major Changes within all of the proposed contracts include the following:

- A four-year term, retroactive to May 1, 2020 through April 30, 2024;
- Annual wage increases of 2 % in the first two years and 2.5% in years three and four of the contracts
- Trade of holidays (President's day for Christmas Eve).
- The Solid Waste Unit had changes to the first year of vacation and the boot allotment changes to \$400 beginning May 1, 2021, as well as, beginning 2021 the jean allowance changes to a December payment.
- All of the contracts also had adjustments to the insurance payment structures culminating in 12% premium contributions with adjusted cash caps in year four. The new health care costs are as follows:

|                   | <u>As of 10/1/20</u><br>(Same as 2019)  | <u>As of 10/1/21</u>                    | <u>As of 10/1/22</u>                  | <u>As of 10/1/23</u>                  |
|-------------------|-----------------------------------------|-----------------------------------------|---------------------------------------|---------------------------------------|
| Employee          | 10.5% of monthly premium up to \$102.20 | 10.5% of monthly premium up to \$112.93 | 12% of monthly premium up to \$126.48 | 12% of monthly premium up to \$141.66 |
| Employee + Spouse | 10.5% of monthly premium up to \$198.27 | 10.5% of monthly premium up to \$219.09 | 12% of monthly premium up to \$245.38 | 12% of monthly premium up to \$274.83 |
| Employee + Child  | 10.5% of monthly premium up to \$135.06 | 10.5% of monthly premium up to \$149.24 | 12% of monthly premium up to \$167.15 | 12% of monthly premium up to \$187.21 |



|        |                                         |                                         |                                       |                                       |
|--------|-----------------------------------------|-----------------------------------------|---------------------------------------|---------------------------------------|
| Family | 10.5% of monthly premium up to \$284.89 | 10.5% of monthly premium up to \$314.80 | 12% of monthly premium up to \$352.58 | 12% of monthly premium up to \$394.89 |
|--------|-----------------------------------------|-----------------------------------------|---------------------------------------|---------------------------------------|

The Solid Waste wages retro-active to May 1, 2020 through April 30, 2024 are as follows:

|                                           | 5/1/2020 | 5/1/2021 | 5/1/2022 | 5/1/2023 |
|-------------------------------------------|----------|----------|----------|----------|
| Residential, Recycling & Yard Waste       |          |          |          |          |
| 90% Rate                                  | \$24.71  | 25.21    | 25.84    | 26.51    |
| 100% Rate                                 | \$27.46  | 28.01    | 28.71    | 29.46    |
| Working Foreman (\$1.50 more than Driver) | \$28.96  | 29.51    | 30.21    | 30.96    |
| Utility Person                            | \$18.55  | 18.92    | 19.39    | 19.87    |

#### FINANCIAL IMPACT:

The cost of the Solid Waste contract over four years is estimated to be \$105,879.86 over current costs.

**IMPACT IF APPROVED:** The Human Resources Department will begin implementing the pay plan with the 9/25/2020 paychecks and begin processing retro payments to May 1, 2020 as the Teamsters have ratified the contracts.

**IMPACT IF DENIED:** The City will go back to the bargaining table knowing the Teamsters have ratified the contracts and will make further negotiations more complicated and the probability for mediation highly probable.

**ALTERNATIVES:** N/A

#### RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

**5 Year CIP.** The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.

**Enhance Code Enforcement Services.** The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.

**Business Friendly Community.** The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.

**Efficient and Effective Municipal Operations.** A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness

**Police & Fire Pension Obligation.** To meet the 90% funding level by the year 2040 it is essential the City plan carefully and maintain financial discipline to meet its \$63 million dollar obligation.

**Employee Residency.** It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

#### REQUIRED SIGNATURES

**Finance Department** (Certification of Availability of Funds):

**Bruce Q Marston**

Bruce Q Marston, Finance Director

9/11/2020

Date:

**City Manager:****Nicole L. Stewart**

Nicole L. Stewart, Deputy Clerk

9/10/2020

Date:

**ARTICLES OF AGREEMENT BETWEEN**

**CITY OF PEKIN, ILLINOIS**  
**AND**

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

**EFFECTIVE MAY 1, 2020 - APRIL 30, 2024**

**SOLID WASTE DISPOSAL DEPARTMENT**

Executed on October \_\_\_\_\_, 2020

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Attachments: Schedule of Health Care Benefits, Drug and Alcohol Policy, FMLA and USERRA Guidelines

## AGREEMENT

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

### WITNESSETH:

**WHEREAS**, the City deems it to be in the best interests of said City and in the best interests of the employees of said City herein provided for to establish certain other matters pertaining to the employment of those employed in the Solid Waste Disposal Department of the City.

**NOW, THEREFORE**, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, the parties hereto agree as follows:

### ARTICLE 1 RECOGNITION

Section 1: Bargaining Unit. Pursuant to the certification issued by the Illinois State Labor Relations Board in Case No. S-VR-93-2 on or about October 26, 1992, the City recognizes Teamsters Local Union No. 627 as the sole and exclusive representative of employees within the bargaining unit set forth below for purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and all other terms and conditions of employment as defined by the Illinois Public Labor Relations Act.

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

Residential Drivers, Solid Waste Yard Waste Drivers, Recycling Truck Helper/Drivers, and Working Foreman in the Department of Sanitation but shall exclude all other employees of the City of Pekin, including Supervisors, Confidential employees, and Managerial employees as defined by the Illinois Public Labor Relations Act.

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

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

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

Section 5: Americans With Disability Act Compliance. The City and the Union agree to comply with the Americans with Disabilities Act, including the duty to make reasonable accommodation, in the implementation of this Agreement. Where any employee contends either the City, the Union, or both, have failed to fulfill their duties under the ADA, the employee may pursue relief under the grievance and arbitration procedure of this Agreement, provided the employee gives the City and the Union written notice of his contention(s) and agrees his contentions shall be submitted to arbitration proceedings which shall be final and binding upon him. An employee may request accommodation in accordance with the requirements of the ADA through the Human Resources Office.

Section 6: Affirmative Action. As a public employer, the City is subject to certain duties to take and/or promote affirmative action, and to maintain a drug-free workplace, under federal and state laws. Nothing in this Agreement shall be interpreted in a manner which might prevent the City from fulfilling such obligations, or taking measures necessary to promote affirmative action and a drug-free workplace.

Section 7: Harassment. Every bargaining unit employee, the Employer, and non-bargaining unit employees shall accord other employees, and individuals with whom they come in contact in the course of employment, equal treatment, respect and dignity, and maintain a work environment free from unwelcome harassment or discrimination occasioned by race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, pregnancy, or unfavorable discharge from military service.

Section 8: Management Rights. Except as provided elsewhere in this Agreement, the Employer has and will continue to retain the right to operate and manage its affairs in each and every respect.

Section 9: Subcontracting. Where the City subcontract s or transfer s work currently being performed by regular full or part-time employees, thereby eliminating the job(s) or position(s) held, the City will attempt to reassign affected employees to other vacant jobs within the bargaining unit for which they are qualified, or to place the affected employee(s) with the entity agreeing with the City to perform the subcontracted work. Where neither of these options occurs, the employee shall be placed on layoff subject to recall, or placed on terminal leave and provided one (1) week's pay for each year of service at the affected employee's normal weekly non-overtime earnings, up to a maximum of ten (10) weeks' pay, in order to search for alternative employment prior to termination. The paid terminal leave and the employment relationship shall terminate at the earlier of the employee's employment elsewhere, or the end of the terminal leave period.



Section 10: Extra Contract Agreements. Except as authorized by this Agreement, the Employer shall not enter into any contract or agreement with any bargaining unit employee(s) individually or collectively, which conflicts in any way with the provisions of this Agreement. Any agreements entered into in violation of the foregoing provision shall be void and without force and effect.

Section 11: Sponsorship. The Employer shall not sponsor or promote, financially or otherwise, any group or labor organization, for the purpose of undermining the Union. The foregoing shall not be interpreted as an assignment of any work to any union, not as basis for any jurisdictional claim to any work.

## **ARTICLE 2**

### **DUES CHECKOFF – FAIR SHARE**

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

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

Section 4: No Strike Commitment. Neither the Union nor any employee will call, initiate, authorize, participate in, sanction, encourage, or condone any work stoppage or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement.

Section 5: No Lockout. The Employer shall not during the term of this Agreement lockout employees covered by this Agreement as a result of a labor dispute between the parties.

Section 6: Unauthorized Activity. The local union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the City written notice, which notice will list the Union's authorized representative who will deal with the City, make commitments for the Union generally and, in particular, have the sole authority to act for the Union. In the event of any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized act of its members, providing the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above. It is specifically understood and agreed that the

City, during the first twenty-four (24) hour period of such unauthorized work stoppage, shall have the sole and complete right of reasonable discipline, short of discharge, and such employees shall not be entitled to or have any recourse to any other provisions of this Agreement. After the first twenty-four (24) hour period of such stoppage and if such stoppage continues, or as to those participating in a second stoppage during the term of this Agreement, the City shall have the sole and complete right to immediately discharge any employee participating in any unauthorized strike, slowdown, walkout or any other cessation of work, and such employee shall not be entitled to or have any recourse to any other provisions of this Agreement.

Section 7: Judicial Restraint. Nothing contained herein shall preclude the City or the Union from obtaining judicial restraint in the event the other party violates this Article.

### **ARTICLE 3**

### **GRIEVANCE PROCEDURE AND ARBITRATION**

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

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

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

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

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

Where any informal resolution would not be possible, or fails to resolve a grievance as defined above, the employee(s) or the Union shall submit their written grievance within fourteen (14) calendar days of the occurrence or notice of the occurrence of the event raised by the grievance. The written grievance shall be submitted to the department head of the department involved in the grievance, who shall, within seven (7) calendar days after submission, meet with the grievant and the union steward to investigate the grievance and attempt to resolve the grievance. Any grievance resolution shall be documented in writing and submitted to the Union's Business Agent and the City Manager for that department for their approval. Where no resolution is achieved at the meeting, the department head shall respond to the grievance in writing within seven (7) calendar days of the meeting, and deliver a copy of the response to the grievant and the union steward.

Section 5: Step Two. Within seven (7) calendar days of the response at Step 1 or the date response was due if none is provided, the grievant or the Union may appeal the grievance to the City Manager by written notice of appeal, to be submitted to the department head. The City Manager may arrange a meeting with the grievant, the Union Steward and department head, or with the Business Agent and department head, to consider the grievance within seven (7) calendar days of notice of appeal, or respond to the grievance in writing within seven (7) calendar days of notice of appeal. Where a meeting is scheduled, a response to the grievance shall be made by the City Manager in writing within seven (7) calendar days after the meeting. Any resolution agreed to by the parties shall be reduced in writing and signed by the parties. If no acceptable resolution occurs, the City Manager shall respond to the grievance in writing to the Business Agent within fourteen (14) calendar days of the meeting with the Business Agent.

Section 6: Arbitration. If no satisfactory resolution of a grievance is agreed upon at Step 2, the Union may appeal the grievance to arbitration by written notice of the appeal, submitted to the City Manager's office within fourteen (14) calendar days after the written response at Step 2, or the date a written response was due, if none is provided. Representatives of the Union and the City shall, within seven (7) calendar days after notice of an appeal to arbitration is submitted, confer, either in person or by telephone, to attempt to agree upon a neutral, third party arbitrator. If no agreement upon an arbitrator is reached, the parties shall submit a request for a panel of five (5) arbitrators to the Illinois State Labor Relations Board jointly, or the Union may submit a request unilaterally. Either party may reject one (1) arbitration panel and request another panel. Upon receipt of an acceptable arbitration panel, the parties shall alternately strike from the panel until one person remains, with the party who requested that panel striking first. The remaining panel member shall be notified jointly by the parties of his selection to serve as Arbitrator and requested to schedule a hearing on a date when the parties are available. Hearings shall be held at the City of Pekin unless otherwise agreed. The Employer and the Union shall have the right to request the Arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witnesses. The fees and expenses of the arbitrator together with the cost of the hearing facilities, if any, shall be shared equally by the parties. Where either party requests the hearing be transcribed, the party requesting the transcript shall pay for the cost of transcription unless the other party intends to use the hearing transcript, in which case the parties shall share the cost equally.

The Arbitrator's power and authority shall be confined to consideration of the grievance(s) submitted, and to interpretation and application of the express terms of this Agreement. The

Arbitrator shall have no authority to amend, modify, nullify, ignore, imply, add to or subtract from the express provisions of this Agreement. In resolution of any grievance resulting in any retroactive adjustment(s), any wage or economic adjustment(s) shall be limited to a maximum of fifteen (15) calendar days prior to the date of submission of the grievance. Subject to the foregoing, the decision of the Arbitrator, which shall be rendered within sixty (60) calendar days after proceedings are closed, shall be final and binding upon the Employer, the Union and any employee(s) involved.

Section 7: Time Limitations. No grievance shall be valid unless submitted within fourteen (14) calendar days of the occurrence or notice of the occurrence of the event raised by the grievance. A grievance may be withdrawn at any step of the grievance procedure without precedent or prejudice on written notice of the withdrawal. Grievances not appealed within the time limitations for appeal shall be deemed to have been withdrawn with prejudice. The time limitations at each step may be extended by the Employer and the Union, provided the extension shall be in writing and signed by representatives of each party.

Section 8: Investigation. Union stewards shall be permitted reasonable time at the beginning or the end of the work day without loss of pay to investigate established grievances on the Employer's property upon proper notice to the responsible department head.

Section 9: No Strike - No Lockout. Pursuant to Section 8 of the Illinois Public Labor Relations Act, the parties hereto agree that there shall be no strike(s) for the duration of this Agreement. Employees covered by this Agreement shall not be locked out as a result of a labor dispute during the term of this Agreement.

## **ARTICLE 4**

### **DISCIPLINE AND DISCHARGE**

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

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

Where appropriate, corrective and progressive actions will be employed, provided that suspension or discharge without prior corrective action(s) shall be an appropriate disciplinary response, consistent with cause or just cause, where the seriousness of the employee(s) actions or conduct warrant. Where an employee receives four (4) or more warning notices for unrelated actions or misconduct of a minor nature within any twelve (12) month period, disciplinary actions of discharge or suspension may be consistent with just cause for the accumulation.

Section 2: Just Cause. Just cause shall be defined as that term has been defined by the Illinois courts; to-wit some substantial shortcoming which renders the employee's continuance in office or employment in some way detrimental to the discipline and efficiency of the public service

and which the law and sound public opinion recognize as a good cause for the employee no longer occupying his or her position. It is agreed that dishonesty, drinking of intoxicating liquors while on duty, or appearing for work under the influence of liquor and the possession, use, or being under the influence of illicit or illegal drugs, or any illegally obtained or non-prescriptive substance which may impair an employee's ability to perform any duties demonstrated and documented incompetence, willful destruction of property, fighting on the job or related to the job, gross insubordination and/or the serious violation of reasonable City rules or directions shall be cause for discharge or suspension when they occur, but shall not be exclusive of other grounds constituting just cause.

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

Section 4: Written Notice. Both the employee and the Union shall be notified of disciplinary action; such notification shall be in writing and reflect the nature of the misconduct and guidelines for the employee for future behavior. Disciplinary actions shall be implemented within a reasonable period after the occurrence of the event and any investigation by the Employer needed to determine the facts.

## **ARTICLE 5**

### **COMPLETE AGREEMENT**

Section 1: Except as authorized by this Agreement, the employer shall not enter into any contract or agreement with any bargaining unit employee(s), individually or collectively, which conflicts in any way with the provisions of this Agreement. Any agreement entered into in violation of the foregoing provision shall be void and without force and effect.

Section 2: Sponsorship. The employer shall not sponsor or promote, financially or otherwise, any group or labor organization, for the purpose of undermining the Union. The foregoing shall not be interpreted as an assignment of any work to any union, nor as a basis for any jurisdictional claim to any work.

## **ARTICLE 6**

### **SCOPE AND TERM OF AGREEMENT**

Section 1: Term. This Agreement shall be in full force and effect from May 1, 2020, to and including April 30, 2024 of the contract for wages and health insurance, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other no later than sixty (60) calendar days prior to the date of expiration.

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

Section 3: Scope. This Agreement shall apply only to the employees of the City of Pekin who are members of Local 627 of the Teamsters Union and working in the Solid Waste Disposal Department of the City of Pekin, Illinois.

## **ARTICLE 7** **JOB VACANCIES**

Section 1: Job Openings. Where an existing or a new job within the bargaining unit becomes vacant, and the City decides to refill or fill it, the City may elect to fill the vacancy by promotion, reassignment or transfer, or employment of a new hire.

Section 2: Notice. Where a job within the bargaining unit is vacant and the City intends to fill the vacancy, notice of the vacancy with a description of the job shall be filed with the Personnel Department and posted at the location where the employees report to work for a period of at least one (1) week. Present regular full and part-time employees may submit a statement of interest and application for the vacant position to the Human Resources office within ten (10) calendar days of the date of posting shown on the notice.

Section 3: Filling Vacancies. Except as specified elsewhere in this Article, the City shall evaluate the qualification and ability to perform the job duties, as measured by physical ability, prior education, training, experience, skill and demonstrated work habits, of those employees and/or outside applicants seeking the vacant position. Where two (2) or more employees or applicants possess equal qualification and ability for the vacant position, the employee possessing the greatest seniority in his or her present classification shall be offered the vacant position. For these purposes, full-time employees shall be considered senior to part-time employees, provided they have completed their initial probationary period. Employees successfully bidding for another position shall be subject to the evaluation period specified in Article 2, Section 4(b) of this Agreement.

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

Failure to qualify for a new or vacant position shall be based solely on qualification and ability, and shall not be for arbitrary or capricious reasons. Further, the use of skill or ability as



provided under this Article shall only be for new or vacant positions that require a level of expertise which is reasonably more than that normally possessed by a Solid Waste employee.

In the event that no bargaining unit either bids or qualifies for a new or vacated position, subject to the provisions of this Article, then the City may elect to fill the vacancy by promoting, reassignment, transfer or employment of a new hire.(Moved from Art 8 Sec 5-c).

Section 4: Utility Person. Permanent Route vacancies shall be posted for bid, and filled by seniority, by those employees in the bargaining unit, before being posted outside the bargaining unit. In the event the Utility Person would be successful in bidding into a job opening in the Solid Waste Department, all seniority accrued while a Utility Person would be carried forward for the purpose of wages, benefits, vacation , holidays, sick leave, personal leave and funeral leave. Accrual of seniority upon transfer into the Solid Waste Disposal Department, for the purpose of hours of work, bidding and lay-off and recall, shall be based solely on the seniority accrued in the Solid Waste Disposal Department, from the initial date of transfer into that department.

## **ARTICLE 8** **SENIORITY**

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

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

- (a) resigns or quits;
- (b) retires ;
- (c) is discharged (unless returned to work through the grievance procedure or by legal decision);
- (d) is absent without notification for three (3) consecutive work days, except where the employee's failure to provide proper notice and reasons for absence is beyond the employee's control;
- (e) fails to return to work at the end of a scheduled vacation or authorized leave of absence, except as otherwise authorized;
- (f) fails to report for work within fourteen (14) calendar days after notice of recall from layoff is made by certified letter to the employee's last known address with verification of delivery;

- (g) is absent from work for any reason, including layoff, for a period equal to the lesser of the employee's seniority at the time the absence began, or three years.

In the event of an employee is absent due to sickness or injury which occurred either on or off the job, he/she shall continue to accrue seniority during the period of absence. The City agrees it will continue the employee's health coverage, subject to the employee's payment of the applicable portion of the premium, for the lesser of the employee's seniority at the time the absence began, or eighteen (18) months.

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

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

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

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

- (a) Probationary employees shall be laid off prior to employees having classification seniority who possess the skills, qualifications, experience, and ability to perform the jobs or job duties required in the same department.

- (b) Thereafter, part-time employees shall be laid off ahead of full-time helper/drivers or drivers, and full-time helper/drivers shall be laid off ahead of full-time drivers, and full-time drivers shall be laid off in reverse order of their seniority, provided the employee(s) retained possess the skills, qualifications, experience, and ability to perform the jobs or job duties required within their department.
- (c) Employees laid off pursuant to (b) shall be entitled to bump a less senior employee within the same classification (full-time or part-time employee) or, if the employee has previous seniority in a lesser classification (part-time), the employee shall be entitled to bump a less senior employee within such lesser classification, provided the employee possesses the skills, qualifications, experience and present ability to perform the jobs or job duties performed by the employee to be displaced by the bumping.
- (d) Affected employees will be given notice of layoff seven (7) calendar days in advance, where possible. Any grievance contesting a layoff notice must be submitted within seven (7) calendar days of the notice of layoff, where it is given, to be timely, or will not be considered.
- (e) Employees will be recalled in inverse order to the order in which they were laid off from their department, provided the employee possesses qualifications, experience, and ability to perform the jobs or job duties available. Employees shall be given notice of recall by certified mail sent to the employee's last known address. It shall be the employee's responsibility to provide the employer with his latest mailing address, by written notice to his department head. The employee shall have fourteen (14) days after the date of the notice of recall to report, but must notify his department head if he is accepting the recall within three (3) days after the recall notice is received. Where notice of recall is returned because the employee moved, and did not provide the City with notice, the City shall have no further obligation to locate the employee, who's right to recall shall be extinguished.
- (f) Nothing herein shall prevent the City and the Union from mutually agreeing to a program designed to avoid or curtail layoffs by spreading available work or hours among employees or other agreed actions.

## **ARTICLE 9**

### **PAY DAY**

Section 1: The City agrees to pay the employees on a bi-weekly basis every other Friday. Effective April 1, 2009, all employees will be paid by Direct Deposit.

## **ARTICLE 10**

### **RATES OF PAY**

Section 1: The schedule of hourly rates of pay for employees in the Solid Waste Disposal Department during the term of this Agreement shall be as follows:

|                                           | Hourly Rates |          |          |          |
|-------------------------------------------|--------------|----------|----------|----------|
|                                           | 5/1/2020     | 5/1/2021 | 5/1/2022 | 5/1/2023 |
| Residential, Recycling & Yard Waste       |              |          |          |          |
| 90% Rate                                  | \$24.71      | 25.21    | 25.84    | 26.51    |
| 100% Rate                                 | \$27.46      | 28.01    | 28.71    | 29.46    |
| Working Foreman (\$1.50 more than Driver) | \$28.96      | 29.51    | 30.21    | 30.96    |
| Utility Person                            | \$18.55      | 18.92    | 19.39    | 19.87    |

New employees hired during the term of this agreement will be paid at the 90% rate for one year. At that time, they will progress to the 100% hourly rate.

When a utility person works for an hour or more in the position of residential or yard waste driver, they shall be paid at the "100%" higher hourly rate.

When performing work under this agreement, the Utility Person will be paid the applicable Solid Waste Driver or Recycling Truck Helper/Driver rate; when performing School Bus work, he/or she will be paid at the Utility Person Rate.

In the event there is to be a new classification of work, the City shall meet with the Union to negotiate the duties and rates of pay for same.

Section 2: The City retains the authority to assign employees within the bargaining unit to any duties, work or jobs the employee is qualified to perform whenever operational requirements in any department require. Where any employee is temporarily assigned to perform a bargaining unit job having a higher wage rate, the employee will be paid the applicable 100% rate. Where any employee is temporarily assigned to perform a bargaining unit job having a lower wage rate, the employee will be paid their normal hourly wage rate while performing the other job.

## **ARTICLE 11**

### **HOURS AND OVERTIME**

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

Section 2: Work Day and Work Week. The normal work week for regular, full-time employees shall be forty (40) hours, arranged in five (5) consecutive eight (8) hour days, Monday through Friday, or where applicable four (4) ten (10) hour days, Monday through Thursday or Tuesday through Friday between the hours of 5:00 A.M. and 5:00 P.M. Overtime shall be paid at time and one-half (1-1/2) times the employees applicable rate of pay after eight (8) hours per day (ten where applicable) forty hours per week, and Saturday. There shall be a one (1) hour lunch period or one-half (1/2) hour lunch period without pay, to be scheduled by the department head between the 4th and 6th hour. The starting time shall be 6:30 A.M. and upon mutual agreement the starting time shall be 7 A.M. The change in the starting time from the normally established shift shall be for one (1) week periods only, provided all employee s starting time is the same and provided further week to week changes in the starting time shall be upon the same provisions provided herein.

Section 3: Overtime. Employees covered by this Agreement shall be paid one and one-half (1-1/2) times their regular hourly rate of pay for authorized overtime worked in excess of eight (8) hours per day (ten if applicable) forty (40) hours per week, and Saturday. The department head retains the right to require overtime work by employees when necessary to the efficient conduct of City operations.

Employees working under this Agreement shall be paid double time for any authorized work performed on Sunday.

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

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

Section 6: Call Outs. Whenever an employee is called out to return to work outside his regularly scheduled work hours, and is not on stand-by assignment, the employee shall be entitled to a minimum of two (2) hours at one and one-half times the applicable wage rate provided by this Agreement. To be entitled to the full two (2) hours pay at one and one-half times the applicable pay rate, the employee must be available for work during the full two (2) hour period.

## **ARTICLE 12**

### **HOLIDAYS**

Section 1: Holidays. The following days shall be observed as holidays:

New Year's Day  
Labor Day  
Christmas Day

Memorial Day  
Thanksgiving Day

Independence Day  
Day after Thanksgiving

Where any holiday falls on a Saturday, the holiday shall be observed on Saturday the Saturday it falls on. When the holiday falls on a Sunday, the holiday shall be observed on the Sunday it occurs. On Martin Luther King Jr. Day, Veterans Day, and Christmas Eve Day, the employees shall work on the holiday and receive eight (8) hours holiday pay as well as time and one half pay (1.5) for all hours worked on that holiday.

Section 2: Holiday Pay. Regular full-time employees shall be paid eight (8) hours pay at their regular hourly wage rate for each holiday for which they are eligible to receive pay for the holiday.

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

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

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

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

## **ARTICLE 13**

### **VACATION**

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

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



- B. Employees who have five (5) years of continuous service on January 1 of the current calendar year during the term of this Agreement shall be eligible for three (3) weeks of vacation with pay at the employee's regular rate per hour. A week for this purpose shall include the number of hours the employee is regularly scheduled to work each week, excluding overtime.
- C. Employees who have completed ten (10) years of continuous service on January 1 of the current calendar year during the term of this Agreement shall be eligible for four (4) weeks of vacation with pay at the employee's regular rate per hour. A week for this purpose shall include the number of hours the employee is regularly scheduled to work each week, excluding overtime.
- D. Prior to March 31, 2020, employees who have completed fifteen (15) years of continuous service, on January 1 of the current calendar year during the term of this Agreement shall be eligible for five (5) weeks of vacation with pay at the employee's regular rate per hour.
- E. Regular, full-time employees who, prior to January 1, 1992, were allowed a specific number of weeks of vacation greater than four weeks based upon their length of continuous service with the City shall in each calendar year during the term of this Agreement, be eligible for the number of weeks of vacation (either five or six) with pay at the employee's regular hourly rate of pay which the employee was eligible for prior to January 1, 1992. A week for this purpose shall include the number of hours the employee is regularly scheduled to work each week, excluding overtime.

Section 2: Vacation time may be scheduled at any time between January 1 and December 31 of the calendar year, subject to the needs of the City and the approval of the department head. Each employee shall be credited with his vacation time for the completed years of service which he possesses on January 1 for that calendar year.

Where the employee does not possess one (1) year of completed service on January 1 of the calendar year, the employee, upon completion of one full year of service with the City, shall be eligible for one (1) week of vacation time during the remainder of that calendar year. If, at the anniversary date, there are less than 45 days left in the calendar year, then for that individual, his vacation time will be extended for a 90 day period beyond December 31.

Where under the vacation schedule in Section 1, an employee would become eligible for an additional week of vacation time because of his/her years of service (i.e. after five years or ten years) after the start of the calendar year on January 1, the employee shall be eligible for the additional week of vacation time during the remainder of the calendar year after his anniversary date.

Prior to April 1 of each calendar year, employees shall be entitled to schedule their vacation time in order of their department seniority, provided however, that no employee shall be entitled to schedule more than three (3) weeks of vacation time consecutively. After April 1, vacation time may be scheduled at any available time, but more senior employees may not bump any less senior

employee who previously scheduled his/her vacation time. The department head shall retain the right to determine the appropriate number of employees who may schedule vacation time during any particular period in order to insure adequate staffing. Vacation time shall not be scheduled for periods of less than one calendar week without the approval of the department head, provided that employees eligible for more than two weeks' vacation time may schedule up to two weeks (10 days) of vacation time for use in periods not less than one day by mutual agreement. Any vacation time not scheduled and used by December 31, shall be paid provided that any employee denied the opportunity to schedule all of his vacation time during the calendar year will be allowed to extend the vacation time for a ninety (90) day period beyond December 31.

Section 3: Vacation pay will be based on an average work week with regular work week hours of forty (40) hours. Employees who have worked less than fifty-two (52) weeks in the previous year will receive pro rata vacation which will be computed on the basis of one-fifty-second ( $1/52$ ) of the regular vacation pay for each week worked in the previous year. Weeks of vacation used in the previous year shall be considered weeks worked for this purpose.

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

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

Section 6: In a week in which a holiday occurs and an employee is on vacation, employees will not be forced to work on the Saturday, or be required to use vacation day for that Saturday

## **ARTICLE 14**

### **SICK LEAVE**

Section 1: Each regular full-time employee shall be granted one (1) day (eight (8) hours) of sick leave with pay for each month of service, or a maximum of twelve (12) days, (ninety-six (96) hours) per year, to be used whenever the employee, by reason of any injury or illness not arising out of his/her employment, is unable to work when scheduled. Each employee shall be entitled to accumulate a maximum of two hundred forty (240) days of unused sick leave for subsequent use during any long term illness or injury once annual sick leave benefits have been exhausted.

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

Section 3: Sick leave may be used for the purpose of protecting employees from loss of income due to their inability or unavailability to work because of personal illness or injury, or the employee's and/or immediate family member's recuperation from illness, injury, or surgery. Immediate family members shall consist of spouse, sibling mother, father, mother-in-law, father-in-law, children, and grandchildren (adopted, biological or step). Step relatives with the same relationship as above shall also be included

Sick leave may be used only for a non-job related illness or injury for which an employee is not entitled to receive any Worker's Compensation benefits. The Supervisor or Human Resources may require regular reports from the employee or employee's doctor if an extended illness/injury of more than thirty (30) days exists, as well as a fitness for duty physical prior to return to work. The City requires sick leave to be used concurrently with FMLA when sick leave or other benefit hours are available to the employee.

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

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

Section 4: Non-Payment. Upon IMRF retirement, up to a maximum of 240 sick days (1,920 hours) can be used to extend IMRF service credit for up to one year, except that employees hired or entering IMRF after the effective date of changes in IMRF (July 1, 2014) shall be allowed up to a maximum of 120 sick days (960) hours to be used for IMRF service credit, or for an employee hired before January 1, 2018, used to pay for City of Pekin group insurance premiums.

If he or she was hired prior to January 1, 2018, an employee's sick leave balance at retirement shall be computed at their current hourly rate and placed in a City of Pekin account, which shall not bear interest and shall expire upon depletion of the sick leave value placed therein. The value of this computation may be used exclusively to pay for City of Pekin group health insurance premiums; where and to the extent the days are not used to purchase additional IMRF service credit. Upon the death of a retiree who was hired before January 1, 2018, and who was using his sick time monies to pay for health insurance, his spouse shall be entitled to use the balance of any sick time monies to pay for health insurance premiums under the City of Pekin group health insurance until the monies are exhausted.

## **ARTICLE 15**

### **HEALTH AND WELFARE**

**Section 1:** Health Care Coverage. During the term of this Agreement, the City shall continue to make available to regular, full-time employees and their eligible dependents, health care benefits that provide substantially similar benefits to those shown in the attached schedule of benefits, Attachment A. Claims for individual benefits shall be submitted pursuant to and determined in accordance with, the provisions of the Employee Health Benefit Plan in effect, and shall not be subject to the grievance and arbitration procedure of this Agreement.

**Section 2:** Health Care Cost. Employee Participation Rates (per month): Employees shall contribute the following towards their insurance premium

|                            | <b><u>10/1/20</u></b><br><b><u>(Unchanged from</u></b><br><b><u>2019)</u></b> | <b><u>10/1/21</u></b>                         | <b><u>10/1/22</u></b>                       | <b><u>10/1/23</u></b>                       |
|----------------------------|-------------------------------------------------------------------------------|-----------------------------------------------|---------------------------------------------|---------------------------------------------|
| <b>Employee</b>            | 10.5% of total monthly premium up to \$102.20                                 | 10.5% of total monthly premium up to \$112.93 | 12% of total monthly premium up to \$126.48 | 12% of total monthly premium up to \$141.66 |
| <b>Employee and Spouse</b> | 10.5% of total monthly premium up to \$198.27                                 | 10.5% of total monthly premium up to \$219.09 | 12% of total monthly premium up to \$245.38 | 12% of total monthly premium up to \$274.83 |
| <b>Employee and Child</b>  | 10.5% of total monthly premium up to \$135.06                                 | 10.5% of total monthly premium up to \$149.24 | 12% of total monthly premium up to \$167.15 | 12% of total monthly premium up to \$187.21 |
| <b>Family</b>              | 10.5% of total monthly premium up to \$284.89                                 | 10.5% of total monthly premium up to \$314.80 | 12% of total monthly premium up to \$352.58 | 12% of total monthly premium up to \$394.89 |

**Section 3:** Life Insurance. During the term of this Agreement, the City will provide a group term life insurance policy for regular, full-time employees. The City shall retain the right to select the insurance carrier, or to change carriers where it determines it to be appropriate, provided it shall not reduce the death benefit in effect on the date of this Agreement.

**Section 4:** Retiree Insurance. Individuals who have retired or who retire from the City's employment, may elect to continue to participate in the City's health insurance plan where the retired individual has such right under the Illinois Insurance or Pension Code(s), but such retired individual shall be responsible for the entire premium cost for the coverage they elect. Any retiree (after April 1, 2009) who had been hired prior to January 1, 2018, shall be able to continue insurance in the applicable category (Employee, Family, etc.) and will share equally the applicable

monthly rate with the City (the Employee pays 50% and the City 50%) until the employee reaches 65 years of age.

Section 5: Vision Care. When the City adopts a Vision Care Policy it will be applicable to this Agreement.

Section 6: Illinois Municipal Retirement Fund. During the term of this Agreement, qualifying employees covered by this Agreement, shall participate in the Illinois Municipal Retirement Fund (IMRF) in accordance with and subject to the provisions within the Illinois Pension Code governing the IMRF, and the applicable rules and regulations related thereto. During the term of this Agreement, the City agrees to continue the election of a minimum one- thousand (1,000) hours per year standard for participation in the IMRF so long as that option remains available under the IMRF program.

Section 7: If an employee is absent due to an on the job injury or illness that employer shall continue to pay the required contributions as long as that employee is unable to return to full) time employment as the result of the on the job injury. If an employee is absent due to an off the job injury or illness that employer shall continue to pay the required contributions for a period of eighteen (18) months.

Section 8: Employees and Retirees receiving insurance hereunder shall notify the Employer if they, their spouse, or dependent(s) is/are eligible for insurance through their spouse's employer, or through other available coverage. Employees or Retirees with such availability shall, at the earliest opportunity, but no later than the next open enrollment, obtain insurance coverage for themselves, their spouse, or dependent(s), as applicable, through such coverage and to the greatest extent possible.

## **ARTICLE 16**

### **LEAVES OF ABSENCE**

Section 1: Personal Days. Regular full-time employees shall be allowed three (3) personal days with pay each calendar year. Personal days may not be accumulated, and shall be forfeited if not used during the calendar year. Personal days shall be scheduled at least twenty-four (24) hours in advance, and shall not be used for periods of less than four (4) hours unless agreed otherwise with the employee's department head. In order to satisfy staffing requirements, the City may limit the number of employees authorized to use a personal day. Personal days may be used to extend vacation time.

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

Section 3: Jury Duty. Any employee who is required to serve on a jury shall be given a leave of absence with pay for the time served on jury duty. If released from jury duty prior to the

end of the employee's work day or shift, the employee shall be required to return to complete the work day. Notice of required service on a jury shall be given to the employee's department head as soon as practical after the employee receives notice of jury duty.

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

Section 4: Family Leave. See FMLA and Military Leave under FMLA attachment. Full context of law is available in the Personnel Office.

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

Section 6: Educational Time Off/Tuition Reimbursement. An employee may apply for, and the responsible department head or City Manager may approve, limited time off, with or without pay, for the employee to attend classes or receive training where the classes or training are found by the City Manager to be beneficial to the City. The City may agree to assume the full cost of professional training pursuant to the City's Tuition Reimbursement Program

Section 7: Disability Leave.

- A. If an employee becomes ill or is injured in the performance of duty, he/she must report such occupational illness or injury immediately to his/her supervisor. The employee is to then see the City physician immediately, if it is not an emergency. However, in case of actual emergency, the employee should go to the nearest available clinic emergency room (or hospital emergency room after hours or during regular hours if warranted) for treatment and promptly notify the Personnel Office and the department head of the action taken.
- B. If an employee becomes sick or injured on the job and is temporarily disabled from performing his/her duty, and the disability persists for one (1) month or more, the employee may be eligible to receive disability benefits under the Illinois Municipal Retirement Fund.
- C. Where an employee documents the necessity for a continued absence from work for an illness or injury, whether occurring on the job or not, the employee will be placed on a leave of absence status from the service of the City once any sick leave benefits



available to the employee are exhausted. The leave shall be without pay, and shall not extend beyond the period provided in Article 8, Section 2 "Termination", after which the employment relationship shall terminate. Health insurance coverage under the City's plan shall continue for the lesser of the employee's length of service or eighteen (18) months, after which the employee will be responsible for the cost of continuation coverage, if it is available.

- D. All employees requesting injury leave shall be required to obtain and submit a statement from a physician confirming the nature and extent of their work-connected illness, injury, or disability, certifying that their absence from work is required because of the illness, injury or disability, and indicating whether or not and to what extent they might return to work and to whatever extent and conditions. The City shall have the right to verify said statement by a physician of the City's choosing at the City's expense. In case of disagreement between physicians, a third physician may be retained as a binding arbitrator, the costs of which will be split equally between the City and the employee or the Union, if so requested by the Union.

Section 8: Funeral Leave. In the event of the death of a member of the employee's immediate family (spouse, civil union partner, mother, father, mother-in-law, father-in-law, grandparents, grandparents-in-law, children, brother, sister, brother-in-law, sister-in-law or grandchildren, or any relative with whom the employee resides), a regular employee shall be granted up to three (3) days funeral leave with pay. Step relatives with the same relationship as above shall also be included. Employees shall be entitled to two weeks paid bereavement leave in the event of child's death, subject to the terms and requirements of the Illinois Child Bereavement Leave Act.

Section 9: Voluntary Layoff. During the months from January 15th to March 15th of said calendar year, one (1) yard waste employee will be allowed to take a voluntary layoff for the entire period referenced above. Said offer shall be offered by seniority to the Yard Waste employees. During the period of voluntary layoff the Yard Waste employee shall be responsible for the payment of their health and welfare benefits.

## **ARTICLE 17**

### **GENERAL PROVISIONS**

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

Section 2: Physical Examinations. Where the City requires any employee to have any physical examination(s) or test(s), the City shall pay the full cost of the examinations(s) or test(s), including any testing for Sleep Apnea as required by the Medical Practitioner selected by the City when conducted by a medical practitioner selected by the City. Where the employee is granted the option to utilize his/her personal physician, the City will reimburse the employee up to the amount it would pay if the exam(s) or test(s) were done by the City's medical practitioner. Physical exams or tests scheduled by the City during the employee's scheduled work hours shall not result in any loss of pay.

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

Where an employee is required to have a valid driver's license or special operator's license or permit as a condition of his or her job, any employee whose driver's license, or special operator's license or permit is suspended or revoked shall be suspended without pay pending reinstatement, up to a maximum of eighteen (18 month's) after which the employee shall be terminated. All employees are responsible to keep track of expiration dates and to keep their endorsements and licenses current.

Where an employee is required to participate in refresher courses in conjunction with obtaining a school bus permit, the city shall reimburse the employee for the time spent at the refresher course at the employee's current hourly rate of pay.

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

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

1. Hotel accommodations if required by the nature of the meeting or the distance from the City, but then only in moderate to economically priced hotels; such accommodations will be paid in the conference hotel if the employee stays in that hotel. No additional charges may be billed to the City as part of the hotel bill other than direct City expenses (thereby eliminating charges for personal phone calls, movies, cleaning, etc., provided an employee may make one personal phone call to his or her home where he is required to stay overnight at City expenses subject to a

maximum charge of four (4) dollars). Except in unusual circumstances, hotel accommodations shall be made in advance, and approved by the department head and Finance Department.

2. Meals required by the duration of the meeting and the travel, will be paid at the current IRS per diem rate, excluding any alcoholic beverages. Receipts for meals are required.
3. Mileage costs, limited to the mileage reimburse rate for that particular year authorized by the Internal Revenue Service. Airplane, bus or train fares directly to and from the destination; car rental expenses at the destination, but only if unusual situations so require; taxi or limousine expenses may also be reimbursed, but shall normally be requested and approved in advance. No such expenses shall be reimbursed without first having received a receipt for each expense. Travel advances may be made, by approval of the responsible department head, to cover estimated expenses of the travel; reconciliation of the advance with the actual expense receipts shall take place within 30 days after the travel is completed. by submittal to the responsible department head and the Finance Department of the accounting of travel supplied by the Finance Department. If reconciliation is not made within 30 days after travel, the employee may be responsible for reimbursement of expenses to the City.

Section 6: Conditions. As a condition of employment, each employee must:

- (a) meet all driver certification and other requirement prescribed by the State of Illinois; it is the employee's responsibility to keep their license, certification and any other requirements current, except as provided in Section 3.
- (b) be medically capable of performing the required work, free from the presence of illegal drugs in the body, (as defined in the attached drug policy) and not engage in the use or abuse of alcohol when reporting for, or during work or have a blood alcohol concentration greater than .04 percent, or as stated in State of Illinois laws and or regulations, while on duty.
- (c) observe all laws regulating the safe, lawful operation of a motorized vehicle while operating any car, truck, bus or other motorized vehicle as part of the employee's job duties for the Employer.

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

reimburse any employee for the cost of any examination, test or license, unless the arrangements were made, or approved in advance, by the responsible department head.

Section 8: Employees are required to complete additional medical examinations, including drug and alcohol testing, as directed by the Employer. The Employer shall select the doctor or medical facility. The Employer shall, based upon medical examination, including tests for drugs or alcohol, determine whether or not an employee is complying with the requirements of Section 6(b) above. Any decision not to continue an employee's employment for medical reasons or for failure to comply with Section 6 above, may be challenged in the grievance procedure, commencing at Step 2, subject to the determination whether the Employer's decision the employee has failed to comply with Section 6 above has a reasonable basis in fact. In the event of a disagreement remedy will be as described in Article 16 Section 8 (d).

Section 9: Rain Gear. The City agrees to furnish rain gear for all City employees and to replace such rain gear once during each calendar year if needed. Prior to such replacement, the employee's existing rain gear should be turned in to his foreman for inspection and verification of the need for replacement.

Section 10: Boot Allotment. The City shall pay full time employees covered by this Agreement for the purchase of safety boots and resoling boots every contract year in an amount of \$250.00 each fiscal year, which shall increase to \$400 on May 1, 2021 payable on a separate paycheck than regular pay.

Section 11: Shirts. Each full-time employee covered by this Agreement shall be supplied with either 5 safety green short sleeve, 5 long sleeve T-shirts or one safety green hooded sweatshirt and \$150.00 allowance for jeans each contract year. Beginning 2021, the jean allowance shall be paid in December. Effective with this agreement, employees shall be required to wear the safety green T-shirts and/or hooded sweatshirts as outlined by state and federal regulations.

## **ARTICLE 18**

### **SAFETY**

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

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

Section 3: It is recognized that the department head and the immediate supervisor in each department are responsible for insuring employee compliance with any safety rules

and standards. Employees shall be obligated to comply with any safety rules and standards established for the job, and to cooperate with the department head and/or supervisor in order to insure the safe performance of every job.

Section 4: The City will make available hard hats, face shields, and ear plugs while engaging in tree trimming. Personal Protective Equipment will be provided as necessary and employees will be required to wear said equipment.

## **ARTICLE 19** **EMPLOYEES**

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

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

- (a) Regular Full-Time Employee shall be defined as those employees who, after successful completion of the probationary period, are employed within an established classification or position in one of the City departments to work thirty-five (35) or more hours each work week on a regularly scheduled basis, and are expected to be available for such work on a regular basis for an indeterminate length of time. Any employee classified as a full-time employee shall not be reclassified as part-time because of a reduction in the hours of work on his job below thirty-five (35) hours per week.
- (b) Regular Part-Time Employee shall be defined as those employees who, after successful completion of the probationary period, are hired or employed within one or more of the City departments to work less than thirty-five (35) hours each work week whether as a regular or relief employee. Although normally scheduled to work a limited amount each work week, the fact a regular, part-time employee is scheduled to, or actually works, forty (40) or more hours in each work week, whether to fill in for absent full or part-time employees, to fill vacant positions temporarily, or to accommodate the operations of the City, shall not alter the employee's status. or convert the employee to the status of a regular, full-time employee.

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

Section 4: Probationary Period. All employees shall be required to serve an initial probationary period of employment with the City of one-hundred and eighty (180) working days following their date of hire. Said probationary period can be extended two (2) like periods of 30 days each if agreed upon by the City and the Union. Upon successful completion of the probationary period, employees shall be credited with seniority from their last date of hire in the category; regular full-time or regular part-time employee, for which the employee was hired. (b) Where a regular part-time employee is offered a position as a regular full-time employee, or any employee transfers to a different job, the employee shall be employed subject to an evaluation period of ninety (90) days, during which the employee's suitability for the new position shall be evaluated. In the event the employee is disqualified during the evaluation period provided for in this section, the employee shall return to his former position.

Section 5: Residency. Residency boundaries for employees covered under this Agreement shall be as follows: within 10 miles of the corporate limits of the City of Pekin. Newly hired employees who do not reside within 10 miles of the corporate limits of the City of Pekin may have up to twelve (12) months from the end of their introductory period to establish residency per the Employee Handbook.

Existing employees as of the date of this agreement shall be grandfathered at their current residence

## **ARTICLE 20**

### **PERSONNEL FILES**

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

Section 2: Union Access. An employee who is involved in a current grievance against the employer may designate in writing that a Union representative may inspect his or her personnel file subject to the procedures incorporated in Section 1 of this Article.

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

## **ARTICLE 21**

### **UNION BUSINESS**

Section 1: Inspections. Authorized representatives of the Union shall have access to the City's facilities during regular working hours for the purpose of adjusting grievances, investigating working conditions, and observing operations or conditions under which employees are working. Prior to entering any facility not generally open to the public, the Union representative shall contact the department head or other supervisor in charge in advance to provide notice of



entering such facility. The Union representative shall conduct his activity without interference to the operations of the City or the employees.

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

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

Section 4: Contract Negotiations. One (1) employee on the bargaining unit's negotiating team may be excused with pay from work to attend negotiating sessions dealing specifically with that union's contract proposals to the City. The employee will be excused with pay no more than one-half (1/2) hour before the start of the negotiating session, and must report back to work no later than one-half (1/2) hour before the end of the individual's shift. Employees on the negotiating team participating in negotiations other than during their regularly scheduled working hours shall not be paid by the City for such time.

## **ARTICLE 22**

### **SEPARABILITY AND SAVINGS CLAUSE**

Section 1: Separability. If any article or section of this Agreement or any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any riders thereto or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 2: In the event that any article or section is held invalid by enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restrain.

[SIGNATURES ON NEXT PAGE]

THIS AGREEMENT shall be binding upon the successors or assigns of the parties hereto.

**City of Pekin**

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk

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

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

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

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

Where co insurance is listed it is assumed that deductible is paid first

| Category                                       | Description                                                                                                                                                                                                         | In Network                                                                                   | Out of Network   |
|------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|------------------|
| Preventative Care                              |                                                                                                                                                                                                                     | You Pay                                                                                      | You Pay          |
|                                                | Routine Preventive Care office visits                                                                                                                                                                               | \$0                                                                                          | Not covered      |
|                                                | Preventive lab and x-ray                                                                                                                                                                                            | \$0                                                                                          | Not covered      |
|                                                | Pap smear and mammogram                                                                                                                                                                                             | \$0                                                                                          | Not covered      |
|                                                | Prostate screening                                                                                                                                                                                                  | \$0                                                                                          | Not covered      |
| Physician Services                             | Routine Immunizations                                                                                                                                                                                               | \$0                                                                                          | Not covered      |
|                                                | Office visits- evaluation and management services                                                                                                                                                                   | \$20 co pay - deductible does not apply                                                      | 30% co insurance |
|                                                | Diagnostic procedures and diagnostic therapeutics                                                                                                                                                                   | 20% co insurance                                                                             | 30% co insurance |
|                                                | Diagnostic lab                                                                                                                                                                                                      | 20% co insurance                                                                             |                  |
|                                                | Quest Lab Card - Voluntary program when submitted through Quest.                                                                                                                                                    | 0% co insurance - deductible does not apply                                                  | 30% co insurance |
| Facility Services                              | Diagnostic imaging                                                                                                                                                                                                  | 20% co insurance                                                                             | 30% co insurance |
|                                                | Accidental Bodily Injury Benefit - seek care within 5 days of injury - first day of treatment only                                                                                                                  | 0% co insurance                                                                              | 10% co insurance |
|                                                | Inpatient Hospital Stay - Precertification required                                                                                                                                                                 | 0% co insurance                                                                              | 10% co insurance |
|                                                | Inpatient physician and surgeon                                                                                                                                                                                     | 20% co insurance                                                                             | 30% co insurance |
|                                                | Outpatient - Surgery                                                                                                                                                                                                | 0% co insurance                                                                              | 10% co insurance |
| Other Medical Services                         | Ambulatory Surgical Facility                                                                                                                                                                                        | 0% co insurance                                                                              | 10% co insurance |
|                                                | Outpatient Diagnostic lab                                                                                                                                                                                           | 20% co insurance                                                                             | 30% co insurance |
|                                                | Outpatient Diagnostic x-ray                                                                                                                                                                                         | 20% co insurance                                                                             | 30% co insurance |
|                                                | Diagnostic imaging -High Tech (CT/PET scans, MRIs)                                                                                                                                                                  | 20% co insurance                                                                             |                  |
|                                                | Unity Point Peoria- Pekin Facilities - A voluntary program when utilized.                                                                                                                                           | 0% co insurance - deductible does not apply                                                  | 30% co insurance |
|                                                | Outpatient Accidental Bodily Injury Benefit - seek care within 5 days of injury - first day of treatment only                                                                                                       | 0% co insurance                                                                              | 10% co insurance |
|                                                | Emergency Room Services/ includes physicians professional fee                                                                                                                                                       | 20% co insurance for Emergency Services/in network deductible                                |                  |
|                                                | Urgent Care Facility - evaluation and management services                                                                                                                                                           | 20% co insurance                                                                             | 30% co insurance |
|                                                | Urgent Care Accidental Bodily Injury Benefit - seek care within 5 days of injury - first day of treatment only                                                                                                      | 0% co insurance                                                                              | 10% co insurance |
|                                                | Emergency Medical Transportation                                                                                                                                                                                    | 0% co insurance                                                                              |                  |
|                                                | Maternity Services - Delivery and all inpatient services                                                                                                                                                            | 0% co insurance                                                                              | 10% co insurance |
|                                                | Maternity Services - Routine Prenatal and Postnatal                                                                                                                                                                 | \$20 co pay for initial visit/deductible waived                                              | 30% co insurance |
|                                                | Therapy - Outpatient Occupational, Speech, Physical (Rehabilitation and Habilitation)                                                                                                                               | 20% co insurance                                                                             | 30% co insurance |
|                                                | Outpatient Cancer Treatment - nuclear therapy, radiation therapy, chemotherapy, x-ray and lab procedures for the treatment of cancer. If treatment is in a doctor's office, a \$20 co pay applies for office visit. | 0% co insurance                                                                              | 10% co insurance |
|                                                | Inpatient Rehabilitation Services - Case Management Prior Authorized recommended.                                                                                                                                   | 20% co insurance                                                                             | 30% co insurance |
|                                                | Chiropractic Treatment/Spinal Manipulation - limited to \$1,000 per person per calendar year                                                                                                                        | 20% co insurance                                                                             | 30% co insurance |
|                                                | Durable Medical Equipment - Case Management Prior Authorized recommended.                                                                                                                                           | 20% co insurance                                                                             | 30% co insurance |
|                                                | Prosthetic - must be medically necessary - Case Management Prior Authorized recommended.                                                                                                                            | 20% co insurance                                                                             | 30% co insurance |
|                                                | Hospice Care - Case Management Prior Authorized recommended.                                                                                                                                                        | 20% co insurance                                                                             | 30% co insurance |
|                                                | Home Health Care - Case Management Prior Authorized recommended..                                                                                                                                                   | 20% co insurance                                                                             | 30% co insurance |
|                                                | Skilled Nursing Facility -Case Management Prior Authorized                                                                                                                                                          | 20% co insurance                                                                             | 30% co insurance |
|                                                | Organ Transplants - Case Management Prior Authorization is required.                                                                                                                                                | Office Visit and Hospital Care Coinsurance apply as described in the Covered Health Expenses |                  |
|                                                | Cardiac Rehabilitation Services - Phase I & II only within 6 months of onset with a duration of no more than 3 months.                                                                                              | 20% co insurance                                                                             | 30% co insurance |
|                                                | Injectable Medication - when administered in physicians office - Case Management Prior Authorized recommended.                                                                                                      | 20% co insurance                                                                             | 30% co insurance |
|                                                | Hearing Aid- maximum benefit \$1,000 per ear, \$2,000 total every 36 months.                                                                                                                                        | 0% co insurance                                                                              |                  |
| Mental Health, Chemical and Alcohol Dependency | TMJ - maximum benefit                                                                                                                                                                                               | Not covered                                                                                  | Not covered      |
|                                                | Infertility Services                                                                                                                                                                                                | Not covered                                                                                  | Not covered      |
|                                                | Bariatric Surgery                                                                                                                                                                                                   | Not covered                                                                                  | Not covered      |
|                                                | Inpatient Hospital stay - Precertification is required.                                                                                                                                                             | 0% co insurance                                                                              | 10% co insurance |
|                                                | Office visits- evaluation and management services                                                                                                                                                                   | \$20 co pay - deductible does not apply                                                      | 30% co insurance |
| Pharmacy                                       | Outpatient                                                                                                                                                                                                          | 20% co insurance                                                                             | 30% co insurance |
|                                                |                                                                                                                                                                                                                     | Generic/ Brand                                                                               |                  |
|                                                | Retail - up to 34 day supply                                                                                                                                                                                        | 20% up to \$5/\$10 maximum                                                                   | Not covered      |
|                                                | Retail - up to 90 day supply                                                                                                                                                                                        | 20% up to \$10/\$30 maximum                                                                  | Not covered      |
|                                                | Mail order - up to 90 day supply                                                                                                                                                                                    | 20% up to \$10/\$30 maximum                                                                  | Not covered      |
| Prescription Benefit Program                   | Specialty Drugs - 30 day maximum supply/out of pocket maximum \$1,000                                                                                                                                               | 20% up to \$200                                                                              |                  |
|                                                | Your prescription benefit program:                                                                                                                                                                                  | 888-301-0747                                                                                 | Ext: 3281        |
|                                                | View Formulary and to Locate a Pharmacy                                                                                                                                                                             | See your ID card and member material                                                         |                  |
|                                                | Customer Service                                                                                                                                                                                                    | See your ID card and member material                                                         |                  |
|                                                | Mail Order                                                                                                                                                                                                          | See your ID card and member material                                                         |                  |

**ATTACHMENT A**

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

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

| Plan Type - PPO                                |                                                                                                                                                                                                                                                                     | In Network | Out of Network |
|------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------|
| Deductible<br>per Calendar Year                | Individual                                                                                                                                                                                                                                                          |            | \$200          |
|                                                | Family                                                                                                                                                                                                                                                              |            | \$400          |
|                                                | Deductibles must be met before benefits are paid. Where co insurance is listed it is assumed that deductible is paid first.                                                                                                                                         |            |                |
|                                                | Deductible amounts accumulate for In and Out of Network benefits.                                                                                                                                                                                                   |            |                |
|                                                | All individual deductible amounts will satisfy the family deductible, but no one participant will be required to pay more than the individual deductible amount.                                                                                                    |            |                |
| Out of pocket:<br>maximum<br>per Calendar year | Individual                                                                                                                                                                                                                                                          |            | \$1,000        |
|                                                | Family                                                                                                                                                                                                                                                              |            | \$2,000        |
|                                                | Out of pocket maximum includes: medical co insurance, it does not include medical deductible, office visit copay, prescription drug benefits, hearing aid, and chiropractic benefits coverage. Out of Pocket amounts accumulate for In and Out of Network benefits. |            |                |
|                                                | All individual out of pocket amounts will satisfy the family out of pocket, but no one participant will be required to pay more than the individual out of pocket amount.                                                                                           |            |                |
| Lifetime Maximum Benefits                      |                                                                                                                                                                                                                                                                     | unlimited  | unlimited      |

#### **Precertification Requirements**

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

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

**Services Requiring Precertification include but may not be limited to:**

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

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

following the admission/service.

Please refer to your Health Plan for further details.

#### **Case Management**

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

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

**Case Management can provide assistance with the following services:**

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

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

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

#### **Network**

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

|                          |                          |                                                                                                                                             |
|--------------------------|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| First Choice - Methodist | Primary                  | 866-510-2922 or go online to <a href="http://www.unifypoint.org/peoria/fina-a-doctor.aspx">www.unifypoint.org/peoria/fina-a-doctor.aspx</a> |
| HealthLink OA III        | Out side of Primary area | 800-624-2356 or go online to <a href="http://www.healthlink.com/pof_c.asp">www.healthlink.com/pof_c.asp</a>                                 |
| PHCS                     |                          | 888-955-7427 or <a href="http://www.groupplansolutions.com">www.groupplansolutions.com</a> ("Member" and "Find A Provider")                 |
|                          |                          | EDI#37086                                                                                                                                   |

#### **Online Tools**

View your claim information securely on line, anywhere, anytime, with Group Plan Solutions at [www.groupplansolutions.com](http://www.groupplansolutions.com)

##### **To find a Provider**

Go to Member> Select Find a Provider

Click the Find a Provider button

Please reference your ID card to determine your correct network.

##### **To view Claim Information**

Go to Member> Select Claim Inquiry.

Click the Health Claim/Webed button.

Log in with your user name and password

Still need help? Call us at 888-301-0747

Be sure to check out the other great tools and resources available at [www.groupplansolutions.com](http://www.groupplansolutions.com)

#### **Contact Numbers**

|                                     |              |                  |
|-------------------------------------|--------------|------------------|
| Group Plan Solutions                | 888-301-0747 | FAX 309-478-2912 |
| Prescription Coverage               | 888-301-0747 | EXT: 2976        |
| Additional ID Cards                 | 888-301-0747 | EXT: 3281        |
| Case Management Prior Authorization | 888-301-0747 | EXT: 3155        |
| Precertification: MCM               | 888-641-5304 |                  |
| PPO Network Questions:              | 888-301-0747 | EXT: 2975        |



CITY OF PEKIN  
CONTROLLED SUBSTANCE AND ALCOHOL TESTING POLICY

I. POLICY STATEMENT

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

II. POLICY

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

A. DEFINITIONS

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

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

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

**CDL:** Commercial Driver's License.

**Employer:** The City of Pekin.

**GC/MS:** Gas Chromatography/Mass Spectrometry Technique.

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

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

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

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

**B. RESPONSIBILITIES**

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

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

**C. PRE-PLACEMENT TESTING**

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



his/her background investigation.

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

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

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

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

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

**D. REASONABLE SUSPICION**

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

influence of alcohol.

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



retained in the employee's file.

|                       | <u>INITIAL DRUG<br/>SCREEN</u> | <u>CONFIRMATION<br/>TEST (GC/MS)</u> |
|-----------------------|--------------------------------|--------------------------------------|
| Amphetamines          | 1000 ng/ml                     | 500 ng/ml                            |
| Barbiturates          | 300 ng/ml                      | 300 ng/ml                            |
| Benzodiazepines       | 300 ng/ml                      | 300 ng/ml                            |
| Cocaine               | 300 ng/ml                      | 150 ng/ml                            |
| Marijuana             | 100 ng/ml                      | 15 ng/ml                             |
| Methadone             | 300 ng/ml                      | 150 ng/ml                            |
| Methaqualone          | 300 ng/ml                      | 300 ng/ml                            |
| Opiates               | 300 ng/ml                      | 300 ng/ml                            |
| Phencyclidine ("PCP") |                                |                                      |
| Emit                  | 75 ng/ml                       |                                      |
| RIA                   | 25 ng/ml                       | 25 ng/ml                             |

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

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

overnight express to the Employer-designated laboratory.

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

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

### III. RANDOM TESTING

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

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

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

#### 1. Alcohol Testing

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

\*\*\*\*\*

#### ALCOHOL TESTING RESULTS

##### \* SCREENING TEST

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

##### \* CONFIRMATION TEST

Less than 0.04 = negative

\*\*\*\*\*

Greater than or equal to 0.04 = violation of the rule

#### 2. Drug Testing

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

#### IV. POST-ACCIDENT/INCIDENT

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



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

1. Fatal Accidents:

Any time the accident involves the loss of human life.

2. Non-Fatal Accidents:

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

V. RETURN-TO-WORK TESTING

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

VI. FOLLOW-UP TESTING

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

VII. EMPLOYEE ASSISTANCE

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

VIII. DISCIPLINARY ACTION FOR POSITIVE TEST RESULTS

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

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

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

IX. TEST RESULTS

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

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

CITY OF PEKIN

TEAMSTERS LOCAL UNION NO. 627

BY R. David Reber

BY [Signature]

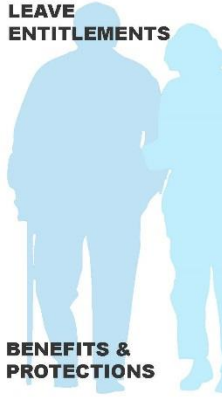
DATE 5/24/96

DATE 5/31/96

# EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

## LEAVE ENTITLEMENTS



Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

## ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;\* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

\*Special "hours of service" requirements apply to airline flight crew employees.

## REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

## EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

## ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.



For additional information or to file a complaint:

## 1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

# www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division




WH11420 REV 04/16









# YOUR RIGHTS UNDER USERRA

## THE UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT

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

---

### REEMPLOYMENT RIGHTS

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

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

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

### RIGHT TO BE FREE FROM DISCRIMINATION AND RETALIATION

If you:

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

then an employer may not deny you:

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

because of this status.

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

### HEALTH INSURANCE PROTECTION

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

### ENFORCEMENT

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

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



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



**U.S. Department of Justice**



**Office of Special Counsel**



**1-800-336-4590**  
Publication Date – April 2017





## REQUEST FOR COUNCIL ACTION

**Agenda Date:** September 14, 2020  
**To:** Council Members  
**From:** Sarah Newcomb, Human Resources Dir

**AGENDA ITEM:** Resolution No. 167-20/21 Agreement with City & Teamsters Waste Water Unit Contract 2020-2024

**ACTION REQUESTED:** Approve and Adopt the Resolution.

**DESCRIPTION:** The Teamsters hold four collective bargaining agreements with the City of Pekin that include:

- General Unit consisting of clerical employees, mechanics, records clerks and school bus employees which provides guidance and management for over one hundred twenty employees, most of which are part-time school bus drivers and monitors;
- Solid Waste Unit includes ten full-time drivers in garbage, recycling or yard waste operations;
- Street Unit has 14 members and includes the temporary/seasonal street maintenance workers; and
- Waste Water Unit, which has 4 members.

The Teamsters' negotiating team included Keith Gleason, President of the Teamsters, Chauffeurs and Helpers, Evonne Johnson, Tammy Hilst, Jim Todd (representing the General Unit), Mike Birkmeier (representing the Waste Water Unit), Charles Whitman (representing the Street Unit) and Ron Morris (representing the Solid Waste Unit). The City's negotiating team included the City Manager Mark Rothert, City Labor Attorney Joshua Herman, Human Resources Director Sarah Newcomb, Police Chief John Dossey, Bob Henderson Operations Manager School Bus Department, Brett Olson Operations Supervisor for Street and Solid Waste and Dan Jost Fleet Services Supervisor.

The collective bargaining sessions began February 26, 2020 in which the Teamsters provided their initial bargaining requests for all four units. Then due to COVID19, negotiations were put on hold. In the meantime the City's negotiating team met with City council in executive session on 6/8/2020 to discuss the collective bargaining approach, methodology, and initial responses from City Council. The bargaining teams then met on 6/30/2020 and 8/4/2020 at which there were tentative agreements on several items and the final bargaining session held on 8/11/2020 during which the teams came to a full tentative agreement. All four of the Teamster Unit contracts were ratified and Mr. Gleason notified the City of full ratification on 8/31/2020.

Major Changes within all of the proposed contracts include the following:

- A four-year term, retroactive to May 1, 2020 through April 30, 2024;
- Annual wage increases of 2 % in the first two years and 2.5% in years three and four of the contracts
- Trade of holidays (President's day for Christmas Eve).
- The Waste Water Unit contract reflects a change to boot allotment of \$400 per year beginning May 1, 2021.
- All of the contracts also had adjustments to the insurance payment structures culminating in 12% premium contributions with adjusted cash caps in year four. The health care costs are as follows:

|                   | <u>As of 10/1/20</u><br>(Same as 2019)  | <u>As of 10/1/21</u>                    | <u>As of 10/1/22</u>                  | <u>As of 10/1/23</u>                  |
|-------------------|-----------------------------------------|-----------------------------------------|---------------------------------------|---------------------------------------|
| Employee          | 10.5% of monthly premium up to \$102.20 | 10.5% of monthly premium up to \$112.93 | 12% of monthly premium up to \$126.48 | 12% of monthly premium up to \$141.66 |
| Employee + Spouse | 10.5% of monthly premium up to \$198.27 | 10.5% of monthly premium up to \$219.09 | 12% of monthly premium up to \$245.38 | 12% of monthly premium up to \$274.83 |
| Employee + Child  | 10.5% of monthly premium up to \$135.06 | 10.5% of monthly premium up to \$149.24 | 12% of monthly premium up to \$167.15 | 12% of monthly premium up to \$187.21 |



|        |                                         |                                         |                                       |                                       |
|--------|-----------------------------------------|-----------------------------------------|---------------------------------------|---------------------------------------|
| Family | 10.5% of monthly premium up to \$284.89 | 10.5% of monthly premium up to \$314.80 | 12% of monthly premium up to \$352.58 | 12% of monthly premium up to \$394.89 |
|--------|-----------------------------------------|-----------------------------------------|---------------------------------------|---------------------------------------|

The wages for this unit are as follows:

|                          | <u>5/1/2020</u> | <u>5/1/2021</u> | <u>5/1/2022</u> | <u>5/1/2023</u> |
|--------------------------|-----------------|-----------------|-----------------|-----------------|
| O & M Technician I       | \$38.83         | \$39.61         | \$40.60         | \$41.62         |
| O & M Technician II      | \$37.38         | \$38.13         | \$39.08         | \$40.06         |
| O & M Technician III     | \$35.26         | \$35.97         | \$36.87         | \$37.79         |
| O & M Technician IV      | \$32.37         | \$33.01         | \$33.84         | \$34.69         |
| O & M Technician Trainee | \$27.56         | \$28.11         | \$28.81         | \$29.53         |
| Students                 | \$ 9.80         | \$ 9.80         | \$ 9.80         | \$9.80          |

#### FINANCIAL IMPACT:

The estimated cost of the 4 year contract over current expenses for the Waste Water Department is \$27,629.62

**IMPACT IF APPROVED:** The Human Resources Department will begin implementing the pay plan with the 9/25/2020 paychecks and begin processing retro payments to May 1, 2020 as the Teamsters have ratified the contracts.

**IMPACT IF DENIED:** The City will go back to the bargaining table knowing the Teamsters have ratified the contracts and will make further negotiations more complicated and the probability for mediation highly probable.

**ALTERNATIVES:** N/A

#### RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

**5 Year CIP.** The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.

**Enhance Code Enforcement Services.** The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.

**Business Friendly Community.** The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.

**Efficient and Effective Municipal Operations.** A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness

**Police & Fire Pension Obligation.** To meet the 90% funding level by the year 2040 it is essential the City plan carefully and maintain financial discipline to meet its \$63 million dollar obligation.

**Employee Residency.** It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

#### REQUIRED SIGNATURES

**Finance Department** (Certification of Availability of Funds):

**Bruce Q Marston**

Bruce Q Marston, Finance Director

9/10/2020

Date:

**City Manager:**

**Nicole L. Stewart**

Nicole L. Stewart, Deputy Clerk

9/10/2020

Date:

**ARTICLES OF AGREEMENT BETWEEN**

**CITY OF PEKIN, ILLINOIS**

**AND**

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

**EFFECTIVE MAY 1, 2020 TO APRIL 30, 2024**

**WASTEWATER TREATMENT DEPARTMENT**

Executed on October \_\_\_\_\_, 2020

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Attachments: Schedule of Health Care Benefits, Drug Policy, FMLA Notice, USERRA Notice, and Peak Sharing Letter of Understanding

## AGREEMENT

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of October, 2020, by and between **CITY OF PEKIN, ILLINOIS**, a municipal corporation (hereinafter referred to as the "City"), and **INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL NO. 627** (hereinafter referred to as the "Union");

### WITNESSETH:

**WHEREAS**, the City deems it to be in the best interests of said City and in the best interests of the employees of said City herein provided for to establish certain other matters pertaining to the employment of those employed in the Wastewater Treatment Department of the City.

**NOW, THEREFORE**, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, the parties hereto agree as follows:

## ARTICLE 1 RECOGNITION

Section 1: Recognition. The City hereby recognizes the Union as the exclusive bargaining representative for the employees of the Wastewater Treatment Department as herein defined for the purpose of collective bargaining relative to rates of pay, wages, hours, and other conditions of employment, subject to the provisions of the Illinois Public Labor Relations Act.

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

Section 3: Affirmative Action. As a public employer, the City is subject to certain duties to take and/or promote affirmative action, and to maintain a drug-free workplace, under federal and state laws. Nothing in this Agreement shall be interpreted in a manner which might prevent the City from fulfilling such obligations, or taking measures necessary to promote affirmative action and a drug-free workplace.

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

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

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

## **ARTICLE 2**

### **CHECKOFF - FAIR SHARE**

Section 1: The City agrees to deduct from the employee's pay covered by this Agreement, monthly Union dues and assessments and yearly DRIVE dues. The Union agrees to furnish the City with a list of deductions to be made from the pay of each employee. The Union shall furnish to the City a list of the appropriate deductions for such employees, and shall accord those employees those rights provided for by the Illinois Public Labor Relations Act.

## **ARTICLE 3**

### **GRIEVANCE PROCEDURE AND ARBITRATION**

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

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

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

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

Section 4: Step One. Where any employee or employee group have a dispute,



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

Where any informal resolution would not be possible, or fails to resolve a grievance as defined above, the employee(s) or the Union shall submit their written grievance within fourteen (14) calendar days of the occurrence or notice of the occurrence of the event raised by the grievance. The written grievance shall be submitted to the department head of the department involved in the grievance, who shall, within seven (7) calendar days after submission, meet with the grievant and the union steward to investigate the grievance and attempt to resolve the grievance. Any grievance resolution shall be documented in writing and submitted to the Union's Business Agent and the City Manager for that department for their approval. Where no resolution is achieved at the meeting, the department head shall respond to the grievance in writing within seven (7) calendar days of the meeting, and deliver a copy of the response to the grievant and the union steward.

Section 5: Step Two. Within seven (7) calendar days of the response at Step 1, or the date response was due if none is provided, the grievant or the Union may appeal the grievance to the City Manager by written notice of appeal, to be submitted to the department head. The City Manager may arrange a meeting with the grievant, the Union Steward and department head, or with the Business Agent and department head, to consider the grievance within seven (7) calendar days of notice of appeal, or respond to the grievance in writing within seven (7) calendar days of notice of appeal. Where a meeting is scheduled, a response to the grievance shall be made by the City Manager in writing within seven (7) calendar days after the meeting. Any resolution agreed to by the parties shall be reduced in writing and signed by the parties. If no acceptable resolution occurs, the City Manager shall respond to the grievance in writing to the Business Agent within fourteen (14) calendar days of the meeting with the Business Agent.

Section 6: Arbitration. If no satisfactory resolution of a grievance is agreed upon at Step 2, the Union may appeal the grievance to arbitration by written notice of the appeal, submitted to the City Manager's office within fourteen (14) calendar days after the written response at Step 2, or the date a written response was due, if none is provided. Representatives of the Union and the City shall, within seven (7) calendar days after notice of an appeal to arbitration is submitted, confer, either in person or by telephone, to attempt to agree upon a neutral, third party arbitrator. If no agreement upon an arbitrator is reached, the parties shall submit a request for a panel of five (5) arbitrators to the Illinois State Labor Relations Board jointly, or the Union may submit a request unilaterally. Either party may reject one (1) arbitration panel and request another panel. Upon receipt of an acceptable arbitration panel, the parties shall alternately strike from the panel until one person remains, with the party who requested that panel striking first. The remaining panel member shall be notified jointly by the parties of his selection to serve as Arbitrator and requested to schedule a hearing on a date when the parties are available. Hearings shall be held at the City of Pekin unless otherwise agreed. The Employer and the Union shall have the right to request the Arbitrator to require the presence of witnesses and /or documents. Each party shall bear the expense of its witnesses. The fees and expenses of the arbitrator together with the cost of the

hearing facilities, if any, shall be shared equally by the parties. Where either party requests the hearing be transcribed, the party requesting the transcript shall pay for the cost of transcription unless the other party intends to use the hearing transcript, in which case the parties shall share the cost equally.

The Arbitrator's power and authority shall be confined to consideration of the grievance(s) submitted and to interpretation and application of the express terms of this Agreement. The Arbitrator shall have no authority to amend, modify, nullify, ignore, imply, add to or subtract from the express provisions of this Agreement. In resolution of any grievance resulting in any retroactive adjustment(s), any wage or economic adjustment(s) shall be limited to a maximum of fifteen (15) calendar days prior to the date of submission of the grievance. Subject to the foregoing, the decision of the Arbitrator, which shall be rendered within sixty (60) calendar days after proceedings are closed, shall be final and binding upon the Employer, the Union, and any employee(s) involved.

Section 7: Time Limitations. No grievance shall be valid unless submitted within fourteen (14) calendar days of the occurrence or notice of the occurrence of the event raised by the grievance. A grievance may be withdrawn at any step of the grievance procedure without precedent or prejudice on written notice of the withdrawal. Grievances not appealed within the time limitations for appeal shall be deemed to have been withdrawn with prejudice. The time limitation s at each step may be extended by the Employer and the Union, provided the extension shall be in writing and signed by representatives of each party.

Section 8: Investigation. Union steward s shall be permitted reasonable time at the beginning or the end of the work day without loss of pay to investigate established grievances on the Employer's property upon proper notice to the responsible department head.

Section 9: No Strike No Lockout. Pursuant to Section 8 of the Illinois Public Labor Relations Act, the parties hereto agree that there shall be no strike(s) for the duration of this Agreement. Employees covered by this Agreement shall not be locked out as a result of a labor dispute during the term of this Agreement.

## **ARTICLE 4**

### **DISCIPLINE AND DISCHARGE**

Section 1: Definition. Employer agrees with the tenets of corrective and progressive discipline. Discipline action shall include the following:

- A. Oral documented warning,
- B. Written warning;
- C. Suspension without pay;
- D. Discharge.

Before an employee can be suspended under provisions of this Section 1, the employee must have received at least one (1) warning notice for the offense for which he is being subject to suspension, and the employee shall be subject to suspension only after the progression set forth

in this Section has been complied with. Before an employee can be discharged under the provisions of this Section 1, the employee shall have had to be progressively disciplined under this Section for that offense for which he is be subject to discharge; unless the discharge is pursuant to Section 3 herein.

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

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

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

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

Section 4: Use of Prior Warnings. Any notation of an oral warning placed in employee's file shall be for documentation only and shall not be considered to be a "written warning" with respect to progressive discipline.

## **ARTICLE 5**

### **COMPLETE AGREEMENT**

Section 1: Except as authorized by this Agreement, the employer shall not enter into any contract or agreement with any bargaining unit employee(s), individually or collectively, which conflicts in any way with the provisions of this Agreement. Any agreements entered into in violation of the foregoing provision shall be void and without force and effect.

Section 2: Sponsorship. The employer shall not sponsor or promote, financially or otherwise, any group or labor organization, for the purpose of undermining the Union. The foregoing shall not be interpreted as an assignment of any work to any union, or as a basis for any jurisdictional claim to any work.

## **ARTICLE 6**

### **SCOPE AND TERM OF AGREEMENT**

Section 1: This Agreement, when approved and signed by the appropriate authorities for an don behalf of the City and the Union, shall be in full force and effect from May 1, 2020 to and including April 30, 2024, and shall thereafter continue in full force and effect for successive periods of one (1) year unless written notice of the desire to terminate or modify this Agreement is served by either party upon the other not less than sixty (60) calendar days prior to the date of termination.

Section 2: Modification It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but desire to negotiate changes or revisions in the Agreement, either party may serve upon the other a notice, at least sixty (60) calendar days prior to April 30, 2024, or April 30 of any subsequent year, that such party desires to revise terms or conditions of the Agreement.

Section 3: This Agreement shall apply only to the employees of the City of Pekin who are members of Local 627 of the Teamsters Union and working in the Wastewater Treatment Department of the City of Pekin, Illinois.

## **ARTICLE 7**

### **JOB VACANCY**

Section 1: Job Openings. Where an existing or a new job within the bargaining unit becomes vacant, and the City decides to refill or fill it, the City may elect to fill the vacancy by promotion, reassignment or transfer, or employment of a new hire.

Section 2: Notice. Where a job within the bargaining unit is vacant and the City intends to fill the vacancy, notice of the vacancy with a description of the job shall be filed with the City Personnel Office and posted at the location where the employees report to work for a period of at least one (1) week. Present regular full and part-time employees may submit a statement of interest in the vacant position to the department head where the vacant job exists, within ten (10) calendar days of the date of posting shown on the notice.

Section 3: Filling Vacancies. Except as specified elsewhere in this Article, the City shall evaluate the qualification and ability to perform the job duties, as measured by physical ability, prior education, training, experience, skill and demonstrated work habits, of those employees and/or outside applicants seeking the vacant position. Where two (2) or more employees or applicants possess equal qualification and ability for the vacant position, the employee possessing the greatest seniority in his or her present classification shall be offered the vacant position. For these purposes, full-time employees shall be considered senior to part-time employees, provided they have completed their initial probationary period. Employees successfully bidding for another position shall be subject to the evaluation period specified in Article 8, Section 1 of this Agreement.

Any employee bidding for any job vacancy may, prior to accepting the new job, withdraw his bid, provided that where this occurs, the City shall not be required to post the vacant job again

because employee(s) withdrew their bids. Employees withdrawing a bid shall be ineligible to bid for any further job vacancies for a period of ninety (90) calendar days, unless waived by the City. Any employee awarded a bid, and successfully demonstrating the ability to perform a job vacancy, shall be required to remain in the position, and shall be ineligible to bid for further job openings for six (6) months after successful completion of the probationary period, unless waived by the Employer.

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

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

## **ARTICLE 8**

### **SENIORITY**

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

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

All employees hired after August 2, 2005, shall be required to serve an initial probationary period of employment with the City of sixty (60) working days following their date of hire. By mutual agreement of the Employer, the Union, and the employee, this period may be extended an additional thirty (30) working days. Employees hired prior to August 2, 2005, shall not be required to serve a probationary period.

No casual employee shall be permitted to work daily or weekly overtime until all regular employees have been afforded the opportunity to work said overtime. Failure upon the City's part to comply will result in the payment of overtime to the regular employee in the amount worked by the casual employee.

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

- (a) resigns or quits;
- (b) retires;
- (c) is discharged (unless returned to work through the grievance procedure or by legal decision);
- (d) is absent without notification for three (3) consecutive work days, except where the employee's failure to provide proper notice and reasons for absence is beyond the employee's control;
- (e) fails to return to work at the end of a scheduled vacation or authorized leave of absence;
- (f) fails to report for work within fourteen (14) calendar days after notice of recall from layoff is made by certified letter to the employee's last known address with verification of delivery;
- (g) is absent from work for any reason, including layoff, for a period equal to the lesser of the employee's seniority at the time the absence began, or three years.

In the event of an employee is absent due to sickness or injury which occurred either on or off the job, he/she shall continue to accrue seniority during the period of absence. The City agrees it will continue the employee's health coverage, subject to the employee's payment of the applicable portion of the premium, for the lesser of the employee's seniority at the time the absence began, or eighteen (18) months.

Section 3: No provision under this Article 8 shall be construed to apply to seniority rights upon a vacancy occurring in the position of leadman; and such position may be filled by the City without any reference to seniority rights, provided that it is filled from within the employees covered by this Agreement.

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



of transfer, or hire into the respective bargaining unit. The City cannot force employees to transfer outside the bargaining unit.

## **ARTICLE 9**

### **PAY DAY**

Section 1: The City agrees to pay the employees on a bi-weekly basis every other Friday. All employees shall enroll in direct deposit. If technological error(s) occurs, the City will issue a manual check.

## **ARTICLE 10**

### **RATES OF PAY**

Section 1: The schedule of hourly rates of pay for employees in the Wastewater Treatment Department during the term of this Agreement shall be as follows:

#### **Hourly Rates**

|                          | <u>5/1/2020</u> | <u>5/1/2018</u> | <u>5/1/2019</u> |                 |
|--------------------------|-----------------|-----------------|-----------------|-----------------|
|                          | <u>5/1/2020</u> | <u>5/1/2021</u> | <u>5/1/2022</u> | <u>5/1/2023</u> |
| O & M Technician I       | \$38.83         | \$39.61         | \$40.60         | \$41.62         |
| O & M Technician II      | \$37.38         | \$38.13         | \$39.08         | \$40.06         |
| O & M Technician III     | \$35.26         | \$35.97         | \$36.87         | \$37.79         |
| O & M Technician IV      | \$32.37         | \$33.01         | \$33.84         | \$34.69         |
| O & M Technician Trainee | \$27.56         | \$28.11         | \$28.81         | \$29.53         |
| Students                 | \$ 9.80         | \$ 9.80         | \$ 9.80         | \$9.80          |

Working Leadman shall be paid \$1.50/hour above the highest classification rate of pay. Further, in the event the working Leadman is absent for vacation, the duties of the working leadman shall be offered by seniority to other O & M Technician I employees and that employee accepting the assignment shall receive the working leadman rate of pay while replacing the working leadman that is on vacation. Leadman Position assigns the daily work and orders needed equipment and services as authorized. Upon 2 week's written notice from the Union and with just cause, the Working leadman Provisions set forth in Article 10 shall be considered null and void. If that occurs, the City may establish the lead person role outside the bargaining unit.

O & M Technician Trainee: New employee, hired without certification, 1st year of employment.  
 O & M Technician IV: Non-probationary employee, without license.  
 O & M Technician III: Any State License less than 2.  
 O & M Technician II: Class 2 State License.  
 O & M Technician I: Class 1 State License.

Students may be employed as part-time help at the above rate per hour but only when such employment does not take the place of a full-time employee on layoff. Students shall not obtain seniority or any rights under this Agreement.

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

Section 2: Certification Bonus. A cash bonus will be awarded to each employee who passes the examination required for state wastewater certification, as set forth below.

| Certification Level | Bonus |
|---------------------|-------|
| IV                  | None  |
| III                 | \$100 |
| II                  | \$150 |
| I                   | \$200 |

The bonus will be paid upon presentation of acceptable proof of successful completion of examination requirements.

Section 3: Standby Pay.

- A. Employees may be required to make themselves available to report to work immediately if called at times other than their regularly scheduled work hours. O & M Tech employees shall be offered by seniority on a weekly basis, to be on standby status. The employee on standby may be required to make themselves available to report to work immediately if called at times other than their regularly scheduled work hours. Such employees, when placed in standby status, will receive 9 hours standby pay per week, at the employee's applicable regular base rate of pay.
- B. When placed in standby status, it is the employee's responsibility to be able to immediately and effectively perform the required job duties. Voice contact must be established within fifteen (15) minutes of receiving a pager signal or telephone call, and the employee must arrive at the job site as soon as possible but no later than one (1) hour after receiving the pager signal or telephone call. An employee in standby status must remain in close geographical proximity and must not consume alcohol or other substance, which could impair his ability to perform job duties. If the employee fails to respond as described above to a call-in while in standby status

or fails to notify his supervisor or other designated individual that he is for any reason unable to carry out his standby responsibilities, he will forfeit the right to receive standby pay on that day and will be subject to disciplinary action.

- C. Assignment to standby status shall be by seniority as provided in paragraph A above. In the event an employee does not accept standby, then standby shall be offered by seniority to other O & M Tech employees.
- D. If the decision to require assignment of an employee to standby status shall be at the discretion of management, nothing herein shall be construed to guarantee the right to receive standby pay to any employee not placed in standby status. Any mistake made in the assignment of an employee to standby status, shall be corrected by making that employee whole for all wages lost due to such mistake.
- E. In the Working Leadman's absence, employees in classifications O & M Technicians may be requested in the event it would be necessary for the Crew Leader to call employees in the rotation call out list would be utilized.

## **ARTICLE 11**

### **HOURS OF WORK, OVERTIME, CALL-INS**

Section 1: Hours of Work. The normal hours of work for all employees shall be from 7:00 a.m. until 3:30 p.m. including a one-half (1/2) hour unpaid lunch period. If necessary to meet client or regulatory requirements, the City may notify the Union during the term of this Agreement that it wishes to reopen negotiations on hours of work as specified in this Paragraph only, and the parties shall bargain in good faith regarding a mutually satisfactory replacement provision for hours of work. If an employee or employees are assigned to an established shift, other than outlined above, they shall be paid a shift differential of \$1.00 (One Dollar) per hour in addition to their applicable hourly rate of pay. This shift differential shall be used in calculating overtime, holiday pay, vacation pay, etc.

Section 2: Overtime. Whenever necessary, the City can require employees to perform work during hours or days other than or beyond those falling within their regularly scheduled hours of work. At any time overtime is computed under the provisions of this Agreement, said overtime shall be compensated at one and one-half (1-1/2) times the employee's regular rate of pay as established under Article 10. Overtime will be paid for all hours worked in excess of eight (8) hours per day, and in excess of forty (40) hours per week. Paid holidays, vacation, sick leave and bereavement leave will be considered as time worked for purposes of calculating overtime pay. Nothing herein shall be construed to guarantee a minimum or maximum number of hours of work per day or per week to allow the pyramiding of overtime.

Section 3: Work Week. The workweek begins at 12:00 midnight between Saturday and Sunday and ends at 11:59 p.m. the following Saturday.

Section 4: Call-ins. Compensation for call-ins outside of an employee's normal work

hours shall be paid at a minimum of two (2) hours at one and one-half (1 1/2) times the employee's regular rate of pay as established under Article 12. If an employee works longer than two (2) hours, the employee will be paid at one and one-half (1 1/2) times his regular hourly rate for the hours actually worked during the call-in. If an employee is called in more than once between two (2) regularly scheduled shifts on consecutive days, the time worked on all such call-ins will be counted toward the two (2) hour minimum. An employee called in may be assigned additional regular duties to fill any time remaining in the two (2) hour period.

Section 5: Assignment of Overtime and Call-ins.

- A. Overtime, extending normal work hours up to two hours and is work anticipated to be completed within two hours provided that the most senior working employee is offered overtime first, shall be offered first to the employee with the highest seniority provided that nothing herein shall be construed as a waiver of the City's right to require overtime work when the needs of the City require it. In the event the senior employee is not available for the overtime assignment, the overtime shall be offered in turn to the employee with the next highest seniority. Probationary employees would not be subject to call-in or overtime assignment during the probationary period, unless the employer deems the probationary employee or employees qualified to perform the work that necessitated the call-in or overtime assignment. In the event more than 1 (one) probationary employee is deemed qualified to perform the work in question, then the call-in or overtime assignment shall be offered to the employee with the higher seniority.
- B. When overtime work is required, employees who are asked or instructed to perform such work will be given as much advance notice as is possible under the circumstances. Any mistake in the assignment of overtime shall be corrected by giving an employee who was missed the next available overtime opportunity. In no event shall the City be required to pay for overtime not worked.
- C. Call-ins shall be offered in order of seniority. In the event an employee is not available for a call-in, the call-in shall be offered in turn to the employee with the next highest seniority. In the event the employee assigned to the call-in requires additional help, the employee with the highest seniority shall be called in and shall notify the dispatcher at the end of the call-in of the additional employee requirement.

**ARTICLE 12**  
**HOLIDAYS**

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

January 1 (New Year's Day)  
July 4th

Memorial Day  
Thanksgiving Day

Veterans' Day

Martin Luther King Jr. Day  
Christmas Eve

Labor Day  
Christmas Day

Day after Thanksgiving

All work performed on the above mentioned holidays shall be paid for at the rate of two (2) times the regular rate, with a minimum of eight (8) hours at double time, or sixteen (16) hours, in addition to holiday pay. Should a call-out occur to the same individual within the initial eight (8) hour call in period, there shall be no additional compensation. Any additional callouts are paid at double time actual hour worked. In the event the Employer requires an employee or employees to work on a holiday, they shall give the employees one week's notice, except in the case of an emergency.

### **ARTICLE 13** **VACATIONS**

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

- A. Employees who have completed one (1) year of continuous service on January 1 of the current calendar year during the term of this Agreement shall be eligible for two (2) weeks of vacation with pay at the employee's regular rate per hour.
- B. Employees who have five (5) years of continuous service on January 1 of the current calendar year during the term of this Agreement shall be eligible for three (3) weeks of vacation with pay at the employee's regular rate per hour.
- C. Employees who have completed ten (10) years of continuous service on January 1 of the current calendar year during the term of this Agreement shall be eligible for four (4) weeks of vacation with pay at the employee's regular rate per hour.
- D. Prior to April, 2020, employees who have completed fifteen (15) years of continuous service, on January 1 of the current calendar year during the term of this Agreement shall be eligible for five (5) weeks of vacation with pay at the employee's regular rate per hour.
- E. Regular, full-time employees who, prior to April 1, 1993, were allowed a specific number of weeks of vacation greater than four weeks based upon their length of continuous service with the City shall in each calendar year during the term of this Agreement, be eligible for the number of weeks of vacation (either five or six) with pay at the employee's regular hourly rate of pay which the employee was eligible for prior to April 1, 1993.

For those employees their seniority date is their initial hire date with the City.

Vacations shall commence at the end of the employee's regular work week (Friday) of the

week preceding the employee's vacation period; however, in the event there is work to be performed on Saturday, the employee may work in line of his seniority at his own discretion.

Section 2: Vacation time is calculated by the calendar year and may be scheduled at any time between January 1 and December 31 of the calendar year, subject to the needs of the City and the approval of the department head. Each employee shall be credited with his vacation time for the completed years of service which he possesses on January 1 for that calendar year. Where the employee does not possess one (1) year of completed service on January 1 of the calendar year, the employee, upon completion of one full year of service with the City, shall be eligible for one (1) week of vacation time during the remainder of that calendar year. Where under the vacation schedule, an employee would become eligible for an additional week of vacation time because of his/her years of service (i.e. after five years, ten or fifteen years) after the start of the calendar year on January 1, the employee shall be eligible for the additional week of vacation time during the remainder of the calendar year after his anniversary date. If, at the anniversary date, there are less than 45 days left in the calendar year, then for that individual, the additional vacation time will be extended for a 90 day period beyond December 31.

Prior to April 1 of each calendar year, employees shall be entitled to schedule their vacation time in order of their department seniority. After April 1, vacation time may be scheduled at any available time, but more senior employees may not bump any less senior employee who previously scheduled his/her vacation time. The department head shall retain the right to determine the appropriate number of employees who may schedule vacation time during any particular period in order to insure adequate staffing provided employees are not denied vacation for arbitrary or capricious reasons. Further employees scheduling a weeks' vacation shall give at least one weeks' notice in writing, and for vacations of less than one (1) weeks duration forty-eight (48) hours' notice shall be given. Said notice is for the purpose of scheduling and isn't used to deny vacation. The City agrees to permit more than one employee to be on vacation at a time during the specified period provided it does not interfere with the efficient operation of the City. During the month of December, at least one employee will be allowed off at a time for vacation. However, provided that the notice provisions as described herein are adhered to, two (2) employees will be allowed off in December. Vacation time requested without the appropriate notice may only be taken upon mutual agreement between the employee and the City. Vacation time shall not be scheduled for periods of less than one calendar week without the approval of the department head, provided that employees eligible for more than two (2) weeks' vacation time may schedule their third week in one (1) day increments and the fourth week in one-half (1/2) day increments. If mutually agreed between the employee and the department head, employees may take more of their vacation in increments than allowed above. Any vacation time not scheduled, and used, by December 31, shall be paid provided that any employee denied the opportunity to schedule all of his vacation time during the calendar year will be allowed to extend the vacation time for a ninety (90) day period beyond December 31.

Section 3: In determining the amount to be paid for said vacation pay, a normal forty (40) hour pay computed on the amount paid to the employee under Article 6 of this Agreement shall be used. The hourly rate of the employee's normal classification shall be used.



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

Section 4: Upon separation from City employment for any reason, any employee eligible for vacation with pay shall be paid the monetary equivalent of any unused vacation benefits he had for that calendar year at his regular wage rate. For each completed week of service within the calendar year in which the employment separation occurs, the employee shall receive one-fifty-second (1/52 or .0192 percent) of the annual vacation pay the employee would be eligible to receive that calendar year in the employee's final paycheck. The employee may elect to have this amount deposited into an insurance premium account to pay City of Pekin group health insurance premiums after retirement until the account is diminished; such account shall not bear interest and shall expire upon depletion.

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

Section 6: Employee shall earn and use their vacation between January 1 and December 31.

## **ARTICLE 14** **SICK LEAVE**

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

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

All employees hired after August 1, 2005, shall receive twelve (12) days sick leave per year.

Effective the date of execution of this contract, each new regular full-time employee, shall be granted one (1) day of sick leave with pay for each month of service, or a maximum of twelve (12) days 96 (ninety-six) hours per year, to be used wherever the employee, by reason of any injury or illness not arising out of his/her employment, is unable to work when scheduled.

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

Section 2: Sick leave may be used only for non-job-related injury or illness and shall not at any time be used for any injury of illness for which Workmen's Compensation benefits may be payable. Sick leave may be used for the purpose of protecting employees from loss of income due to their unavailability /inability to work because of personal illness or injury, or the employee's and/or immediate family member's recuperation from illness, injury, or surgery. Immediate family members shall consist of spouse, civil union partner, mother, father, sibling, mother-in-law, father-in-law, children, and grandchildren (adopted, biological or step relationships shall also be included).

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

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

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

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

Section 4: Up to a maximum of 240 sick days (1920) hours can be used to extend IMRF service credit for up to one (1) year, except that employees hired or entering IMRF after the effective date of changes in IMRF (July 1, 2014) shall be allowed up to a maximum of 120 sick days (960 hours) to be used for IMRF service credit, or for an employee hired before January 1, 2018, used to pay for City of Pekin group insurance premiums.

If he or she was hired prior to January 1, 2018, an employee's sick leave balance at retirement shall be computed at their current hourly rate and placed in a City of Pekin account, which shall not bear interest and shall expire upon the depletion of sick leave value placed therein. The value of their computation may be used exclusively to pay for City of Pekin group health insurance premiums, where and to the extent the days are not used to purchase additional IMRF service credit. Upon the death of a retiree who was hired before January 1, 2018, and who was using his sick time monies to pay for health insurance, his spouse shall be entitled to use the balance of any sick time monies to pay for her health insurance premiums under the City of Pekin group health insurance until the monies are exhausted.

## **ARTICLE 15**

### **HEALTH AND WELFARE**

**Section 1:** Health Care Coverage. During the term of this Agreement, the City shall continue to make available to regular, full-time employees and their eligible dependents, health care benefits that provide substantially similar benefits to those shown in the attached schedule of benefits, Attachment A. Claims for individual benefits shall be submitted pursuant to and determined in accordance with, the provisions of the Employee Health Benefit Plan in effect, and shall not be subject to the grievance and arbitration procedure of this Agreement.

**Section 2:** Health Care Cost—Employee Participation Rates (per month)

|                            | <b><u>10/1/20 (Unchanged<br/>from 2019)</u></b> | <b><u>10/1/21</u></b>                         | <b><u>10/1/22</u></b>                       | <b><u>10/1/23</u></b>                       |
|----------------------------|-------------------------------------------------|-----------------------------------------------|---------------------------------------------|---------------------------------------------|
| <b>Employee</b>            | 10.5% of total monthly premium up to \$102.20   | 10.5% of total monthly premium up to \$112.93 | 12% of total monthly premium up to \$126.48 | 12% of total monthly premium up to \$141.66 |
| <b>Employee and Spouse</b> | 10.5% of total monthly premium up to \$198.27   | 10.5% of total monthly premium up to \$219.09 | 12% of total monthly premium up to \$245.38 | 12% of total monthly premium up to \$274.83 |
| <b>Employee and Child</b>  | 10.5% of total monthly premium up to \$135.06   | 10.5% of total monthly premium up to \$149.24 | 12% of total monthly premium up to \$167.15 | 12% of total monthly premium up to \$187.21 |
| <b>Family</b>              | 10.5% of total monthly premium up to \$284.89   | 10.5% of total monthly premium up to \$314.80 | 12% of total monthly premium up to \$352.58 | 12% of total monthly premium up to \$394.89 |

**Section 3:** Life Insurance. During the term of this Agreement, the City will provide a group term life insurance policy for regular full-time employees. The City shall retain the right to select the insurance carrier, or to change carriers where it determines it to be appropriate, provided it shall not reduce the death benefit in effect on the date of this Agreement.

**Section 4:** Retiree Insurance. Individuals who have retired or who retire from the City's employment, may elect to continue to participate in the City's health insurance plan where the retired individual has such right under the Illinois Insurance or Pension Code(s), but such retired individual shall be responsible for the entire premium cost for the coverage they elect. Any retiree (after August 1, 2009) who had been hired prior to January 1, 2018, shall be able to continue the insurance in applicable category (Employee, Family, etc.) and will share equally the applicable monthly rate with the City (the Employee pays 50% and the City 50%) until the employee reaches 65 years of age.

Section 5: Vision Care. When the City adopts a Vision Care Policy; it will be applicable to this Agreement.

Section 6: Illinois Municipal Retirement Fund. During the term of this Agreement, qualifying employees covered by this Agreement, shall participate in the Illinois Municipal Retirement Fund (IMRF) in accordance with and subject to the provisions within the Illinois Pension Code governing the IMRF, and the applicable rules and regulations related thereto.

During the term of this Agreement, the City agrees to continue the election of a minimum one thousand (1,000) hours per year standard for participation in the IMRF so long as that option remains available under the IMRF program.

Where possible, the employees shall have the right to buy back their IMRF service time from their previous employment with the City.

Section 7: Employees and Retirees receiving insurance hereunder shall notify the Employer if they, their spouse, or dependent(s) is/are eligible for insurance through their spouse's employer, or through other available coverage. Employees or Retirees with such availability shall, at the earliest opportunity, but no later than the next open enrollment, obtain insurance coverage for themselves, their spouse, or dependent(s), as applicable, through such coverage and to the greatest extent possible.

## **ARTICLE 16**

### **LEAVES OF ABSENCE**

Section 1: When any part of the City's operation is either sold, transferred or subcontracted, those employees affected shall be entitled to one (1) week severance pay for each year of employment with the City at forty (40) hours pay for each week at the applicable hourly rate.

Section 2: Family Leave. Any employee may, where they qualify, apply for an unpaid leave under the Family and Medical Leave Act consistent with the provisions of current regulations, including Military Leave Entitlements. Full context of law is available in the Human Resources Office.

Section 3: Military Leave. The Uniformed Services Employment and Reemployment Rights Act (USERRA) protects the job rights of employees who voluntarily or involuntarily leave employment positions to undertake military service, consistent with the provisions of USERRA regulations. See USERRA Attachment. Full context of law is available in the Personnel Office.

Section 4: Educational Leave. An employee interested in further professional training may obtain an educational leave without pay for up to 12 months in duration. Such leave shall require recommendation by the employee's department head, and approval by the City Manager, based on the employee's plan of education, course work and an explanation of how such education will be of benefit to his/her City employment. Employees granted an educational leave shall be

prohibited from accepting any employment while on leave without prior approval of the department head and the City Manager, and shall be deemed to have voluntarily terminated employment with the City where they fail to comply with this limitation. Employees granted educational leave shall be reinstated to the position vacated if it exists, or if it does not, to a position to which he is contractually entitled. The employee shall retain his seniority during the educational leave, but shall not accrue any economic benefits under this Agreement during the leave period.

Section 5: Educational Time Off/Tuition Reimbursement. An employee may apply for, and the responsible department head or the City Manager may approve, limited time off, with or without pay, for the employee to attend classes or receive training where the classes or training are found by the City Manager to be beneficial to the City. The City may pay for all employee's tuition and supplies pursuant to the City's Tuition Reimbursement Program

Section 6: Funeral Leave. In the event of the death of a member of the employee's immediate family (spouse, civil union partner mother, father, mother-in-law, father-in-law, grandparents, grandparents-in-law, child, brother, sister, brother-in-law, sister-in-law or grandchildren or any relative which the employee resides), a regular employee shall be granted up to three (3) days funeral leave with pay. Step relatives with the same relationship as above shall also be included. Employees shall be entitled to two weeks paid bereavement leave in the event of child's death, subject to the terms and requirements of the Illinois Child Bereavement Leave Act.

Section 7: Personal Time. Each regular employee shall be allowed twenty-four (24) hours per calendar year with pay that can be used in conjunction with vacation time.

Section 8: Disability Leave.

- A. If an employee becomes ill or is injured in the performance of duty, he/she must report such occupational illness or injury immediately to his/her supervisor. The employee is to then see the City physician immediately, if it is not an emergency. However, in case of actual emergency, the employee should go to the nearest available clinic emergency room (or hospital emergency room after hours or during regular hours if warranted) for treatment and promptly notify the Risk Manager and the department head of the action taken.
- B. If an employee becomes sick or injured on the job and is temporarily disabled from performing his/her duty, and the disability persists for one (1) month or more, the employee may be eligible to receive disability benefits under the Illinois Municipal Retirement Fund.
- C. Where an employee documents the necessity for a continued absence from work for an illness or injury, whether occurring on the job or not, the employee will be placed on a leave of absence status from the service of the City once any sick leave benefits available to the employee are exhausted. The leave shall be without pay, and shall not extend beyond the period provided in Article 8, Section 2 "Termination", after which the employment relationship shall terminate. Health insurance coverage under the City's plan shall continue for the lesser of the

employee's length of service or eighteen (18) months, after which the employee will be responsible for the cost of continuation coverage, if it is available.

- D. All employees requesting injury leave shall be required to obtain and submit a statement from a physician confirming the nature and extent of their work-connected illness, injury, or disability, certifying that their absence from work is required because of the illness, injury or disability, and indicating whether or not and to what extent they might return to work and to whatever extent and conditions. The City shall have the right to verify said statement by a physician of the City's choosing at the City's expense. In case of disagreement between physicians, a third physician may be retained as a binding arbitrator, the costs of which will be split equally between the City and the employee or the Union, if so requested by the Union.

## **ARTICLE 17**

### **GENERAL PROVISIONS**

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

Section 2: Physical Examinations. Where the City requires any employee to have any physical examination (s) or test(s); the City shall pay the full cost of the examinations(s) or test(s) when conducted by a medical practitioner selected by the City. Where the employee is granted the option to utilize his/her personal physician, the City will reimburse the employee up to the amount it would pay if the exam(s) or test(s) were done by the City's medical practitioner. Physical exams or tests scheduled by the City during the employee's scheduled work hours shall not result in any loss of pay.

Section 3: Special Licenses. Where an employee is required to have an operator's license or permit, beyond an Illinois driver's license, as a condition of his or her job, the City will reimburse the employee for the cost of such special license or permit, less the cost which the employee would pay for a regular driver's license. It is the employee's responsibility to keep track of expiration dates and to keep all endorsements and licenses current.

Where an employee is required to have a valid driver's license or special operator's license or permit as a condition of his or her job, any employee whose driver's license, or special operator's license or permit is suspended or revoked shall be suspended without pay pending reinstatement, up to a maximum of eighteen (18) months, after which the employee shall be terminated.

Section 4: Attendance. Every employee is expected to maintain regular on-time



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

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

1. Hotel accommodations if required by the nature of the meeting or the distance from the City, but then only in moderate to economically priced hotels; such accommodations will be paid in the conference hotel if the employee stays in that hotel. No additional charges may be billed to the City as part of the hotel bill other than direct City expenses (thereby eliminating charges for personal phone calls, movies, cleaning, etc., provided an employee may make one personal phone call to his or her home where he is required to stay overnight at City expenses subject to a maximum charge of four (4) dollars). Except in unusual circumstances, hotel accommodations shall be made in advance, and approved by the department head and Finance Department.
2. Meals required by the duration of the meeting and the travel will be paid at the current IRS per diem rates excluding any alcoholic beverages. Receipts for meals are required.
3. Mileage costs, limited to the mileage reimburse rate for that particular year authorized by the Internal Revenue Service. Airplane, bus or train fares directly to and from the destination; car rental expenses at the destination, but only if unusual situations so require; taxi or limousine expenses may also be reimbursed, but shall normally be requested and approved in advance. No such expenses shall be reimbursed without first having received a receipt for each expense. Travel advances may be made, by approval of the responsible department head, to cover estimated expenses of the travel; reconciliation of the advance with the actual expense receipts shall take place within 30 days after the travel is completed, by submittal to the responsible department head and the Finance Department of the accounting of travel expenses. Accounting of travel expenses shall in all cases be made on a form supplied by the Finance Department. If reconciliation is not made within 30 days after travel, the employee may be responsible for reimbursement of expenses to the City.

Section 6: Conditions. As a condition of employment, each employee must:

- (a) Meet all driver certification and other requirement prescribed by the State of

Illinois;

- (b) be medically capable of performing the required work, free from the presence of illegal drugs in the body, (as defined in the attached drug policy) and not engage in the use or abuse of alcohol when reporting for, or during work or have a blood alcohol concentration greater than .04 percent or as stated in State of Illinois laws and regulations while on duty
- (c) Observe all laws regulating the safe, lawful operation of a motorized vehicle while operating any car, truck, bus or other motorized vehicle as part of the employee's job duties for the Employer. The employee has the right to grieve this ruling.

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

Section 8: Employees are required to complete additional medical examinations, including drug and alcohol testing, as directed by the Employer. The Employer shall select the doctor or medical facility. The Employer shall, based upon medical examination, including tests for drugs or alcohol, determine whether or not an employee is complying with the requirements of Section 6(b) above. Any decision not to continue an employee's employment for medical reasons or for failure to comply with Section 6 above, may be challenged in the grievance procedure, commencing at Step 2, subject to the determination whether the Employer's decision the employee has failed to comply with Section 6 above has a reasonable basis in fact. In the event of a disagreement remedy as described in Article 16, Section 9 Paragraph D.

Section 9: Rain Gear. The City agrees to furnish rain gear for all City employees and to replace such rain gear once during each calendar year if needed. Prior to such replacement, the employee's existing rain gear should be turned in to his leadman for inspection and verification of the need for replacement.

Section 10: Boot Allotment and Clothing Allotment. The City shall pay full time employees covered by this Agreement for the purchase of safety boots and resoling of boots every contract year. Reimbursement shall not exceed \$200.00 each fiscal year, increasing to \$400 as of May 1, 2021 payable on a separate check from regular pay. Beginning in December of 2020, the uniform service provided by the City to employees shall end and they shall begin receiving an annual clothing allowance of \$250.00.

Section 11: Shirts. Each full time employee covered by this Agreement shall be supplied with 5 T-shirts each contract year.

## **ARTICLE 18**

### **SAFETY**

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

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

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

## **ARTICLE 19**

### **EMPLOYEES**

Section 1: Probationary Period. All employees shall be required to serve an initial probationary period of employment with the City of 60 days following their date of hire. The City shall retain the right to dismiss any probationary employee at any time without prior notice or assignment of specific reasons for dismissal, and no probationary employee or the Union shall have any rights or recourse under this Agreement. Upon successful completion of the probationary period, employees shall be credited with seniority from their last date of hire in the category; regular full-time, or regular part-time employee, for which the employee was hired.

All employees in this agreement that were City employees on July 31, 1993, are exempt of the probationary period.

Section 2: Residency. All employees shall reside within 10 miles of the corporate limits of the City of Pekin. Newly hired employees who do not reside within 10 miles of the corporate limits of the City of Pekin may have up to twelve (12) months from the end of their Probationary period to establish residency. Existing employees as of the date of this agreement shall be grandfathered at their current residence.

## **ARTICLE 20**

### **PERSONNEL**

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

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

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

Section 4:      The City will endeavor to maintain all personnel files at a central location to the extent as required by the Illinois Personal Records Act, Chapter 48, Section 2000.

## **ARTICLE 21**

### **UNION BUSINESS**

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

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

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

Section 4:      Contract Negotiations. Up to two (2) employees on the bargaining unit's negotiating team may be excused with pay from work to attend negotiating sessions dealing specifically with that union's contract proposals to the City. These employees will be excused with pay no more than one-half hour before the start of the negotiating session, and must report back to work no later than one-half hour after the end of the session, unless the session continues to one-

half hour before the end of the individual's shift. Employees on the negotiating team participating in negotiations other than during their regularly scheduled working hours shall not be paid by the City for such time.

## **ARTICLE 22**

### **SEPARABILITY AND SAVINGS CLAUSE**

Section 1: Separability. If any article or section of this Agreement or any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any riders thereto or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 2: In the event that any article or section is held invalid by enforcement of or compliance with which has been restrained as above set forth the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

## **ARTICLE 23**

### **SALE OF ASSETS**

Section 1: Subcontracting. Where the City subcontracts or transfers work currently being performed by regular full or part-time employees, thereby eliminating the job(s) or position(s) held, the City will attempt to reassign affected employees to other vacant jobs within the bargaining unit for which they are qualified, or to place the affected employee(s) with the entity agreeing with the City to perform the subcontracted work. Where neither of these options occurs, the employee shall be placed on layoff subject to recall, or placed on terminal leave and provided one (1) week's pay for each year of service at the affected employee's normal weekly non-overtime earnings, in order to search for alternative employment prior to termination. It is understood that subcontracting or transferring work is subject to the prevailing rate. The paid terminal leave and the employment relationship shall terminate at the earlier of the employee's employment elsewhere, or the end of the terminal leave period.

## **ARTICLE 24**

### **TRANSFER OF COMPANY TITLE OR INTEREST**

Section 1: This Agreement shall be binding upon the parties hereto, their successors, administrators, and assigns. In the event an entire operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this

Agreement for the life thereof. It is understood by this section that the parties hereto shall not use any leasing device to a third party to evade this contract. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, of the operation covered by the Agreement, or any part thereof. Such notice shall be in writing with a copy to the Union at the time the seller, transferee, or lessor executes a contract of transaction as herein described.

In the event the employer fails to give notice herein required and fails to require the purchaser, transferee, or lessee to assume the obligations of this contract, the Employer shall be liable to the Union and to the Employees covered for all damages sustained as a result of such failure to require assumption of the terms of this contract.

## **ARTICLE 25**

### **LUNCH PERIOD AND BREAKS**

Section 1: Lunch Period. Employees shall normally be entitled to a one-half (1/2) hour unpaid lunch period each workday. It is understood that plant conditions may occasionally require that employees work through their lunch period, and when this occurs employees will be paid for all time worked, including applicable overtime as specified in Article 13. The Company intends to provide employees with a lunch period each day unless prevented from doing so by immediate circumstances of an urgent nature.

Section 2: Breaks. Employees will normally be permitted one (1) fifteen (15) minute paid break during each consecutive four (4) hour work period. If on specific occasions plant conditions require the employees' immediate and uninterrupted attention, however, any break normally taken during that time will be foregone without additional compensation. A break missed during a given four (4) hour work period may not be made up during a subsequent work period. The Company intends to provide employees with two (2) break periods each day unless prevented from doing so by immediate circumstances of an urgent nature.

Section 3: In the event an employee or employees is called in to work outside his normal shift and works 4 hours or more, said employee/employees shall be provided 1/2 hour lunch break to be paid at the applicable overtime rate.

[SIGNATURES ON NEXT PAGE]

THIS AGREEMENT shall be binding upon the successors or assigns of the parties



hereto.

City of Pekin

By:\_\_\_\_\_

ATTEST:

By:\_\_\_\_\_

City Clerk

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

By:\_\_\_\_\_

ATTEST:

By:\_\_\_\_\_

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

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

Where co insurance is listed it is assumed that deductible is paid first

| Category                                       | Description                                                                                                                                                                                                         | In Network                                                                                   | Out of Network             |
|------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|----------------------------|
| Preventative Care                              |                                                                                                                                                                                                                     | You Pay                                                                                      | You Pay                    |
|                                                | Routine Preventive Care office visits                                                                                                                                                                               | \$0                                                                                          | Not covered                |
|                                                | Preventive lab and x-ray                                                                                                                                                                                            | \$0                                                                                          | Not covered                |
|                                                | Pap smear and mammogram                                                                                                                                                                                             | \$0                                                                                          | Not covered                |
|                                                | Prostate screening                                                                                                                                                                                                  | \$0                                                                                          | Not covered                |
| Physician Services                             | Routine Immunizations                                                                                                                                                                                               | \$0                                                                                          | Not covered                |
|                                                | Office visits- evaluation and management services                                                                                                                                                                   | \$20 co pay - deductible does not apply                                                      | 30% co insurance           |
|                                                | Diagnostic procedures and diagnostic therapeutics                                                                                                                                                                   | 20% co insurance                                                                             | 30% co insurance           |
|                                                | Diagnostic lab                                                                                                                                                                                                      | 20% co insurance                                                                             |                            |
|                                                | Quest Lab Card - Voluntary program when submitted through Quest.                                                                                                                                                    | 0% co insurance -deductible does not apply                                                   | 30% co insurance           |
| Facility Services                              | Diagnostic imaging                                                                                                                                                                                                  | 20% co insurance                                                                             | 30% co insurance           |
|                                                | Accidental Bodily Injury Benefit - seek care within 5 days of injury - first day of treatment only                                                                                                                  | 0% co insurance                                                                              | 10% co insurance           |
|                                                | Inpatient Hospital Stay - Precertification required                                                                                                                                                                 | 0% co insurance                                                                              | 10% co insurance           |
|                                                | Inpatient physician and surgeon                                                                                                                                                                                     | 20% co insurance                                                                             | 30% co insurance           |
|                                                | Outpatient - Surgery                                                                                                                                                                                                | 0% co insurance                                                                              | 10% co insurance           |
| Other Medical Services                         | Ambulatory Surgical Facility                                                                                                                                                                                        | 0% co insurance                                                                              | 10% co insurance           |
|                                                | Outpatient Diagnostic lab                                                                                                                                                                                           | 20% co insurance                                                                             | 30% co insurance           |
|                                                | Outpatient Diagnostic x-ray                                                                                                                                                                                         | 20% co insurance                                                                             | 30% co insurance           |
|                                                | Diagnostic imaging -High Tech (CT/PET scans, MRIs)                                                                                                                                                                  | 20% co insurance                                                                             |                            |
|                                                | Unity Point Peoria- Pekin Facilities - A voluntary program when utilized.                                                                                                                                           | 0% co insurance -deductible does not apply                                                   | 30% co insurance           |
|                                                | Outpatient Accidental Bodily Injury Benefit - seek care within 5 days of injury - first day of treatment only                                                                                                       | 0% co insurance                                                                              | 10% co insurance           |
|                                                | Emergency Room Services/ includes physicians professional fee                                                                                                                                                       | 20% co insurance for Emergency Services/in network deductible                                |                            |
|                                                | Urgent Care Facility - evaluation and management services                                                                                                                                                           | 20% co insurance                                                                             | 30% co insurance           |
|                                                | Urgent Care Accidental Bodily Injury Benefit - seek care within 5 days of injury - first day of treatment only                                                                                                      | 0% co insurance                                                                              | 10% co insurance           |
|                                                | Emergency Medical Transportation                                                                                                                                                                                    | 0% co insurance                                                                              |                            |
|                                                | Maternity Services - Delivery and all inpatient services                                                                                                                                                            | 0% co insurance                                                                              | 10% co insurance           |
|                                                | Maternity Services - Routine Prenatal and Postnatal                                                                                                                                                                 | \$20 co pay for initial visit/deductible waived                                              | 30% co insurance           |
|                                                | Therapy - Outpatient Occupational, Speech, Physical (Rehabilitation and Habilitation)                                                                                                                               | 20% co insurance                                                                             | 30% co insurance           |
|                                                | Outpatient Cancer Treatment - nuclear therapy, radiation therapy, chemotherapy, x-ray and lab procedures for the treatment of cancer. If treatment is in a doctor's office, a \$20 co pay applies for office visit. | 0% co insurance                                                                              | 10% co insurance           |
|                                                | Inpatient Rehabilitation Services - Case Management Prior Authorized recommended.                                                                                                                                   | 20% co insurance                                                                             | 30% co insurance           |
|                                                | Chiropractic Treatment/Spinal Manipulation - limited to \$1,000 per person per calendar year                                                                                                                        | 20% co insurance                                                                             | 30% co insurance           |
|                                                | Durable Medical Equipment -Case Management Prior Authorized recommended.                                                                                                                                            | 20% co insurance                                                                             | 30% co insurance           |
|                                                | Prosthetic - must be medically necessary - Case Management Prior Authorized recommended.                                                                                                                            | 20% co insurance                                                                             | 30% co insurance           |
|                                                | Hospice Care - Case Management Prior Authorized recommended.                                                                                                                                                        | 20% co insurance                                                                             | 30% co insurance           |
|                                                | Home Health Care -Case Management Prior Authorized recommended..                                                                                                                                                    | 20% co insurance                                                                             | 30% co insurance           |
|                                                | Skilled Nursing Facility -Case Management Prior Authorized                                                                                                                                                          | 20% co insurance                                                                             | 30% co insurance           |
|                                                | Organ Transplants - Case Management Prior Authorization is required.                                                                                                                                                | Office Visit and Hospital Care Coinsurance apply as described in the Covered Health Expenses |                            |
|                                                | Cardiac Rehabilitation Services - Phase I & II only within 6 months of onset with a duration of no more than 3 months.                                                                                              | 20% co insurance                                                                             | 30% co insurance           |
|                                                | Injectable Medication when administered in physicians office - Case Management Prior Authorized recommended.                                                                                                        | 20% co insurance                                                                             | 30% co insurance           |
|                                                | Hearing Aid- maximum benefit \$1,000 per ear, \$2,000 total every 36 months.                                                                                                                                        | 0% co insurance                                                                              |                            |
| Mental Health, Chemical and Alcohol Dependency | TMJ - maximum benefit                                                                                                                                                                                               | Not covered                                                                                  | Not covered                |
|                                                | Infertility Services                                                                                                                                                                                                | Not covered                                                                                  | Not covered                |
|                                                | Bariatric Surgery                                                                                                                                                                                                   | Not covered                                                                                  | Not covered                |
|                                                | Inpatient Hospital stay - Precertification is required.                                                                                                                                                             | 0% co insurance                                                                              | 10% co insurance           |
|                                                | Office visits- evaluation and management services                                                                                                                                                                   | \$20 co pay - deductible does not apply                                                      | 30% co insurance           |
| Pharmacy                                       | Outpatient                                                                                                                                                                                                          | 20% co insurance                                                                             | 30% co insurance           |
|                                                | Retail - up to 34 day supply                                                                                                                                                                                        | 20% up to \$5/\$10 maximum                                                                   | Generic/ Brand Not covered |
|                                                | Retail - up to 90 day supply                                                                                                                                                                                        | 20% up to \$10/\$30 maximum                                                                  | Not covered                |
|                                                | Mail order - up to 90 day supply                                                                                                                                                                                    | 20% up to \$10/\$30 maximum                                                                  | Not covered                |
|                                                | Specialty Drugs - 30 day maximum supply/out of pocket maximum \$1,000                                                                                                                                               | 20% up to \$200                                                                              |                            |
| <b>Prescription Benefit Program</b>            |                                                                                                                                                                                                                     |                                                                                              |                            |
| Your prescription benefit program:             |                                                                                                                                                                                                                     | 888-301-0747                                                                                 | Ext: 3281                  |
| View Formulary and to Locate a Pharmacy        |                                                                                                                                                                                                                     | See your ID card and member material                                                         |                            |
| Customer Service                               |                                                                                                                                                                                                                     | See your ID card and member material                                                         |                            |
| Mail Order                                     |                                                                                                                                                                                                                     | See your ID card and member material                                                         |                            |

**ATTACHMENT A**

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

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

| Plan Type - PPO                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                     | In Network                              | Out of Network                                                                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| Deductible<br>per Calendar Year                                                                                                                                                                                                                                                                                                                                 | Individual                                                                                                                                                                                                                                                          |                                         | \$200                                                                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                 | Family                                                                                                                                                                                                                                                              |                                         | \$400                                                                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                 | Deductibles must be met before benefits are paid. Where co insurance is listed it is assumed that deductible is paid first.                                                                                                                                         |                                         |                                                                                                                                             |
|                                                                                                                                                                                                                                                                                                                                                                 | Deductible amounts accumulate for In and Out of Network benefits.                                                                                                                                                                                                   |                                         |                                                                                                                                             |
| All individual deductible amounts will satisfy the family deductible, but no one participant will be required to pay more than the individual deductible amount.                                                                                                                                                                                                |                                                                                                                                                                                                                                                                     |                                         |                                                                                                                                             |
| Out of pocket:<br>maximum<br>per Calendar year                                                                                                                                                                                                                                                                                                                  | Individual                                                                                                                                                                                                                                                          |                                         | \$1,000                                                                                                                                     |
|                                                                                                                                                                                                                                                                                                                                                                 | Family                                                                                                                                                                                                                                                              |                                         | \$2,000                                                                                                                                     |
|                                                                                                                                                                                                                                                                                                                                                                 | Out of pocket maximum includes: medical co insurance, it does not include medical deductible, office visit copay, prescription drug benefits, hearing aid, and chiropractic benefits coverage. Out of Pocket amounts accumulate for In and Out of Network benefits. |                                         |                                                                                                                                             |
| All individual out of pocket amounts will satisfy the family out of pocket, but no one participant will be required to pay more than the individual out of pocket amount.                                                                                                                                                                                       |                                                                                                                                                                                                                                                                     |                                         |                                                                                                                                             |
| Lifetime Maximum Benefits                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                     | unlimited                               | unlimited                                                                                                                                   |
| <b>Precertification Requirements</b>                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                     |                                         |                                                                                                                                             |
| Your plan requires that certain services be precertified. It is your responsibility to call Medical Cost Management (MCM) 888-641-5304 to pre-certify your service or confirm that your service has been precertified, on your behalf, by your medical provider.                                                                                                |                                                                                                                                                                                                                                                                     |                                         |                                                                                                                                             |
| Failure to obtain precertification for your services will result in monetary penalties or exclusion of coverage.                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                     |                                         |                                                                                                                                             |
| <b>Services Requiring Precertification include but may not be limited to:</b>                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                     |                                         |                                                                                                                                             |
| 2 business days advanced precertification for all scheduled inpatient admissions and inpatient surgeries (or as determined by the committee).                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                     |                                         |                                                                                                                                             |
| Urgent/Emergency inpatient admissions require precertification within 2 business days (or as determined by the committee), following the admission/service.                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                     |                                         |                                                                                                                                             |
| Please refer to your Health Plan for further details.                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                     |                                         |                                                                                                                                             |
| <b>Case Management</b>                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                     |                                         |                                                                                                                                             |
| Your plan recommends that certain services have Case Management Prior Authorization to assist you with care.                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                     |                                         |                                                                                                                                             |
| Contact the Case Manager at 888-301-0747, extension 3155                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                     |                                         |                                                                                                                                             |
| <b>Case Management can provide assistance with the following services:</b>                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                     |                                         |                                                                                                                                             |
| Durable medical equipment in excess of \$500, IV infusions, injectable medications (i.e. Lovenox, Enbrel, Humira, Avonex, Byetta, etc.) if administered in the doctors office, home health care, chemotherapy, radiation therapy, transplants, skilled nursing and hospice, insulin pump, ostomy supply, artificial eyes, limbs or larynx, and clinical trials. |                                                                                                                                                                                                                                                                     |                                         |                                                                                                                                             |
| If you or a family member are faced with a complex or long-term health concern such as cancer, diabetes, amputation, organ transplant, kidney failure/dialysis, or any other serious health issue, our Case Management Services can help you with many of your needs.                                                                                           |                                                                                                                                                                                                                                                                     |                                         |                                                                                                                                             |
| Refer to your Health Plan for full listing or contact us for assistance.                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                     |                                         |                                                                                                                                             |
| <b>Network</b>                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                     |                                         |                                                                                                                                             |
| This is a PPO Plan which contains a Network Provider Organization based on your location. <i>Please refer to ID card for correct network identification.</i>                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                     |                                         |                                                                                                                                             |
|                                                                                                                                                                                                                                                                                                                                                                 | First Choice - Methodist                                                                                                                                                                                                                                            | Primary                                 | 866-510-2922 or go online to <a href="http://www.unifypoint.org/peoria/fina-a-doctor.aspx">www.unifypoint.org/peoria/fina-a-doctor.aspx</a> |
|                                                                                                                                                                                                                                                                                                                                                                 | HealthLink OA III                                                                                                                                                                                                                                                   | Out side of Primary area                | 800-624-2356 or go online to <a href="http://www.healthlink.com/ipf_c.asp">www.healthlink.com/ipf_c.asp</a>                                 |
|                                                                                                                                                                                                                                                                                                                                                                 | PHCS                                                                                                                                                                                                                                                                |                                         | 888-955-7427 or <a href="http://www.groupplansolutions.com">www.groupplansolutions.com</a> ("Member" and "Find A Provider")                 |
|                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                     |                                         | EDI#37086                                                                                                                                   |
| <b>Online Tools</b>                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                     |                                         |                                                                                                                                             |
| View your claim information securely on line, anywhere, anytime, with Group Plan Solutions at <a href="http://www.groupplansolutions.com">www.groupplansolutions.com</a>                                                                                                                                                                                        |                                                                                                                                                                                                                                                                     |                                         |                                                                                                                                             |
| <b>To find a Provider</b>                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                     | <b>To view Claim Information</b>        |                                                                                                                                             |
| Go to Member> Select Find a Provider                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                     | Go to Member> Select Claim Inquiry.     |                                                                                                                                             |
| Click the Find a Provider button                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                     | Click the Health Claim/Webcl button.    |                                                                                                                                             |
| Please reference your ID card to determine your correct network.                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                     | Log In with your user name and password |                                                                                                                                             |
| <b>Still need help? Call us at 888-301-0747</b>                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                     |                                         |                                                                                                                                             |
| Be sure to check out the other great tools and resources available at <a href="http://www.groupplansolutions.com">www.groupplansolutions.com</a>                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                     |                                         |                                                                                                                                             |
| <b>Contact Numbers</b>                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                     |                                         |                                                                                                                                             |
|                                                                                                                                                                                                                                                                                                                                                                 | Group Plan Solutions                                                                                                                                                                                                                                                | 888-301-0747                            | FAX 309-478-2912                                                                                                                            |
|                                                                                                                                                                                                                                                                                                                                                                 | Prescription Coverage                                                                                                                                                                                                                                               | 888-301-0747                            | EXT: 2976                                                                                                                                   |
|                                                                                                                                                                                                                                                                                                                                                                 | Additional ID Cards                                                                                                                                                                                                                                                 | 888-301-0747                            | EXT: 3281                                                                                                                                   |
|                                                                                                                                                                                                                                                                                                                                                                 | Case Management Prior Authorization                                                                                                                                                                                                                                 | 888-301-0747                            | EXT: 3155                                                                                                                                   |
|                                                                                                                                                                                                                                                                                                                                                                 | Precertification: MCM                                                                                                                                                                                                                                               | 888-641-5304                            |                                                                                                                                             |
|                                                                                                                                                                                                                                                                                                                                                                 | PPO Network Questions:                                                                                                                                                                                                                                              | 888-301-0747                            | EXT: 2975                                                                                                                                   |

CITY OF PEKIN  
CONTROLLED SUBSTANCE AND ALCOHOL TESTING POLICY

I. POLICY STATEMENT

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

II. POLICY

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

A. DEFINITIONS

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

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

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

**CDL:** Commercial Driver's License.

**Employer:** The City of Pekin.

**GC/MS:** Gas Chromatography/Mass Spectrometry Technique.

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

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



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

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

**B. RESPONSIBILITIES**

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

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

**C. PRE-PLACEMENT TESTING**

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

his/her background investigation.

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

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



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

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

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

**D. REASONABLE SUSPICION**

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

influence of alcohol.

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

retained in the employee's file.

|                       | <u>INITIAL DRUG<br/>SCREEN</u> | <u>CONFIRMATION<br/>TEST (GC/MS)</u> |
|-----------------------|--------------------------------|--------------------------------------|
| Amphetamines          | 1000 ng/ml                     | 500 ng/ml                            |
| Barbiturates          | 300 ng/ml                      | 300 ng/ml                            |
| Benzodiazepines       | 300 ng/ml                      | 300 ng/ml                            |
| Cocaine               | 300 ng/ml                      | 150 ng/ml                            |
| Marijuana             | 100 ng/ml                      | 15 ng/ml                             |
| Methadone             | 300 ng/ml                      | 150 ng/ml                            |
| Methaqualone          | 300 ng/ml                      | 300 ng/ml                            |
| Opiates               | 300 ng/ml                      | 300 ng/ml                            |
| Phencyclidine ("PCP") |                                |                                      |
| Emit                  | 75 ng/ml                       |                                      |
| RIA                   | 25 ng/ml                       | 25 ng/ml                             |

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

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



overnight express to the Employer-designated laboratory.

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

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

### III. RANDOM TESTING

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

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

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

#### 1. Alcohol Testing

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

\*\*\*\*\*

#### ALCOHOL TESTING RESULTS

##### \* SCREENING TEST

Less than 0.04 = negative

Greater than or equal to 0.04, confirmed test required

##### \* CONFIRMATION TEST

Less than 0.04 = negative

\*\*\*\*\*

Greater than or equal to 0.04 = violation of the rule

#### 2. Drug Testing

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

#### IV. POST-ACCIDENT/INCIDENT

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

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

1. Fatal Accidents:

Any time the accident involves the loss of human life.

2. Non-Fatal Accidents:

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

V. RETURN-TO-WORK TESTING

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

VI. FOLLOW-UP TESTING

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

VII. EMPLOYEE ASSISTANCE

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

VIII. DISCIPLINARY ACTION FOR POSITIVE TEST RESULTS

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



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

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

IX. TEST RESULTS

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

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

CITY OF PEKIN

TEAMSTERS LOCAL UNION NO. 627

BY R. David Reble

BY [Signature]

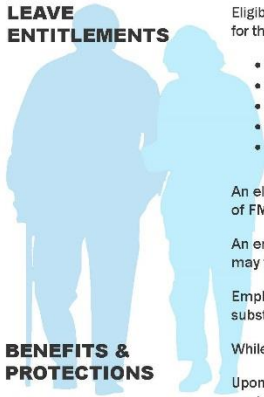
DATE 5/24/96

DATE 5/31/96

# EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

## LEAVE ENTITLEMENTS



Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

## ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;\* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

\*Special "hours of service" requirements apply to airline flight crew employees.

## REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

## EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

## ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.



For additional information or to file a complaint:

## 1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

## www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division




WH11420 REV 04/16









# YOUR RIGHTS UNDER USERRA

## THE UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT

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

---

### REEMPLOYMENT RIGHTS

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

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

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

### RIGHT TO BE FREE FROM DISCRIMINATION AND RETALIATION

If you:

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

then an employer may not deny you:

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

because of this status.

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

### HEALTH INSURANCE PROTECTION

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

### ENFORCEMENT

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

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



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



**U.S. Department of Justice**



**Office of Special Counsel**



**1-800-336-4590**  
Publication Date — April 2017



## REQUEST FOR COUNCIL ACTION

**Agenda Date:** September 14, 2020  
**To:** Council Members  
**From:** Sarah Newcomb, Human Resources Dir

**AGENDA ITEM:** Resolution No. 168-20/21 Agreement with City of Pekin and Teamsters-General Unit Contract 2020-2024

**ACTION REQUESTED:** Approve and Adopt the Resolution.

### DESCRIPTION:

The Teamsters hold four collective bargaining agreements with the City of Pekin that include:

- General Unit consisting of clerical employees, mechanics, records clerks and school bus employees which provides guidance and management for over one hundred twenty employees, most of which are part-time school bus drivers and monitors;
- Solid Waste Unit includes ten full-time drivers in garbage, recycling or yard waste operations;
- Street Unit has 14 members and includes the temporary/seasonal street maintenance workers; and
- Waste Water Unit, which has 4 members.

The Teamsters' negotiating team included Keith Gleason, President of the Teamsters, Chauffeurs and Helpers, Evonne Johnson, Tammy Hilst, Jim Todd (representing the General Unit), Mike Birkmeier (representing the Waste Water Unit), Charles Whitman (representing the Street Unit) and Ron Morris (representing the Solid Waste Unit). The City's negotiating team included the City Manager Mark Rothert, City Labor Attorney Joshua Herman, Human Resources Director Sarah Newcomb, Police Chief John Dossey, Bob Henderson Operations Manager School Bus Department, Brett Olson Operations Supervisor for Street and Solid Waste and Dan Jost Fleet Services Supervisor.

The collective bargaining sessions began February 26, 2020 in which the Teamsters provided their initial bargaining requests for all four units. Then due to COVID19, negotiations were put on hold. In the meantime the City's negotiating team met with City council in executive session on 6/8/2020 to discuss the collective bargaining approach, methodology, and initial responses from City Council. The bargaining teams then met on 6/30/2020 and 8/4/2020 at which there were tentative agreements on several items and the final bargaining session held on 8/11/2020 during which the teams came to a full tentative agreement. All four of the Teamster Unit contracts were ratified and Mr. Gleason notified the City of full ratification on 8/31/2020.

Major Changes within all of the proposed contracts include the following:

- A four-year term, retroactive to May 1, 2020 through April 30, 2024;
- Annual wage increases of 2 % in the first two years and 2.5% in years three and four of the contracts
- Trade of holidays (President's day for Christmas Eve).
- The General Unit contract has some additional changes to incentivize school bus employees' attendance and enhance recruitment by providing them with two unpaid sick days and a potential school year-end bonus of \$200 for drivers and \$100 for monitors and a one-time stipend of \$150 after completion of school bus driver safety course and three months of continued employment.
- All of the contracts had changes to clothing, boot and tool allowances.
- All of the contracts also had adjustments to the insurance payment structures culminating in 12% premium contributions with adjusted cash caps in year four. The new health care costs are as follows:

|                   | <u>As of 10/1/20</u><br>(Same as 2019)  | <u>As of 10/1/21</u>                    | <u>As of 10/1/22</u>                  | <u>As of 10/1/23</u>                  |
|-------------------|-----------------------------------------|-----------------------------------------|---------------------------------------|---------------------------------------|
| Employee          | 10.5% of monthly premium up to \$102.20 | 10.5% of monthly premium up to \$112.93 | 12% of monthly premium up to \$126.48 | 12% of monthly premium up to \$141.66 |
| Employee + Spouse | 10.5% of monthly                        | 10.5% of monthly                        | 12% of monthly                        | 12% of monthly                        |

|                  |                                         |                                         |                                       |                                       |
|------------------|-----------------------------------------|-----------------------------------------|---------------------------------------|---------------------------------------|
| Employee + Child | premium up to \$198.27                  | premium up to \$219.09                  | premium up to \$245.38                | premium up to \$274.65                |
|                  | 10.5% of monthly premium up to \$135.06 | 10.5% of monthly premium up to \$149.24 | 12% of monthly premium up to \$167.15 | 12% of monthly premium up to \$187.21 |
| Family           | 10.5% of monthly premium up to \$284.89 | 10.5% of monthly premium up to \$314.80 | 12% of monthly premium up to \$352.58 | 12% of monthly premium up to \$394.89 |

The full wage schedule can be found in Appendix A of Exhibit A.

#### FINANCIAL IMPACT:

The estimated cost of the four year contract over current costs is \$93,509.21.

**IMPACT IF APPROVED:** The Human Resources Department will begin implementing the pay plan with the 9/25/2020 paychecks and begin processing retro payments to May 1, 2020 as the Teamsters have ratified the contracts.

**IMPACT IF DENIED:** The City will go back to the bargaining table knowing the Teamsters have ratified the contracts and will make further negotiations more complicated and the probability for mediation highly probable.

**ALTERNATIVES:** N/A

#### RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

|  |                                                                                                                                                                                                                                                                                                   |
|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <b>5 Year CIP.</b> The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.           |
|  | <b>Enhance Code Enforcement Services.</b> The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.                                                                              |
|  | <b>Business Friendly Community.</b> The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.                                             |
|  | <b>Efficient and Effective Municipal Operations.</b> A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness |
|  | <b>Police &amp; Fire Pension Obligation.</b> To meet the 90% funding level by the year 2040 it is essential the City plan carefully and maintain financial discipline to meet its \$63 million dollar obligation.                                                                                 |
|  | <b>Employee Residency.</b> It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.                                                                       |

#### REQUIRED SIGNATURES

**Finance Department** (Certification of Availability of Funds):

**Bruce Q Marston**

Bruce Q Marston, Finance Director

9/9/2020

Date:

**City Manager:**

**Nicole L. Stewart**

Nicole L. Stewart, Deputy Clerk

9/10/2020

Date:



## Exhibit A

**ARTICLES OF AGREEMENT BETWEEN**

**CITY OF PEKIN, ILLINOIS**

**AND**

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

**EFFECTIVE MAY 1, 2020- APRIL 30, 2024**

**GENERAL EMPLOYEE UNIT**

Executed \_\_\_\_\_, 2020

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

## AGREEMENT

**THIS AGREEMENT** made and entered this \_\_\_\_ day of October, 2020, by and between **CITY OF PEKIN, ILLINOIS**, a municipal corporation (hereinafter referred to as the “City”), and **INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL NO. 627** (hereinafter referred to as the “Union”).

### WITNESSETH:

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

### **ARTICLE 1** **RECOGNITION**

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

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

Clerk, Secretary, Secretary/Clerk, Parking Enforcement Officer, Data Entry Clerk, Crossing Guard, Receptionist, Accounts Collector, Inspector, Computer Programmer/Secretary, Municipal Bus Driver, School Bus Driver, School Bus Monitor, Mechanic, Mechanic Helper, Custodian, Inventory Control Clerk and Mechanic Working Leadman,

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

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

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

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

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

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

Section 7: Non-Discrimination.

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

contact in the course of employment, equal treatment, respect and dignity, and maintain a work environment free from unwelcome harassment or discrimination occasioned by race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, pregnancy, or unfavorable discharge from military service.

**Section 8:** Americans With Disability Act Compliance. The City and the Union agree to comply with the Americans With Disabilities Act, including the duty to make reasonable accommodation, in the implementation of this Agreement. Where any employee contends either the City, the Union, or both, have failed to fulfill their duties under the ADA, the employee may pursue relief under the grievance and arbitration procedure of this Agreement, provided the employee gives the City and the Union written notice of his contention(s) and agrees his contentions shall be submitted to arbitration proceedings which shall be final and binding upon him. An employee may request accommodation through the Human Resources Department in accordance with ADA guidelines.

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

## **ARTICLE 2**

### **DUES CHECKOFF/FAIR SHARE**

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

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

## **ARTICLE 3**

### **GRIEVANCE PROCEDURE AND ARBITRATION**

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

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

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

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

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

Where any informal resolution would not be possible, or fails to resolve a grievance as defined above, the employee(s) or the Union shall submit their written grievance within fourteen (14) calendar days of the occurrence or notice of the occurrence of the event raised by the grievance. The written grievance shall be submitted to the department head of the department involved in the grievance, who shall, within seven (7) calendar days after submission, meet with the grievant and the union steward to investigate the grievance and attempt to resolve the grievance. Any grievance resolution shall be documented in writing and submitted to the Union’s Business Agent and the City Manager for that department for their approval. Where no resolution is achieved at the meeting, the department head shall respond to the grievance in writing within seven (7) calendar days of the meeting, and deliver a copy of the response to the grievant and the union steward.

Section 5: Step Two. Within seven (7) calendar days of the response at Step 1, or the date response was due if none is provided, the grievant or the Union may appeal the grievance to the City Manager by written notice of appeal, to be submitted to the City Manager. . The City Manager may arrange a meeting with the grievant, the Union Steward and department head, or



with the Business Agent and department head, to consider the grievance within seven (7) calendar days of notice of appeal, or respond to the grievance in writing within seven (7) calendar days of notice of appeal. Where a meeting is scheduled, a response to the grievance shall be made by the City Manager in writing within seven (7) calendar days after the meeting. Any resolution agreed to by the parties shall be reduced in writing and signed by the parties. If no acceptable resolution occurs, the City Manager shall respond to the grievance in writing to the Business Agent within fourteen (14) calendar days of the meeting with the Business Agent.

Section 6: Arbitration. If no satisfactory resolution of a grievance is agreed upon at Step 2, the Union may appeal the grievance to arbitration by written notice of the appeal, submitted to the City Manager's office within fourteen (14) calendar days after the written response at Step 2, or the date a written response was due, if none is provided. Representatives of the Union and the City shall, within seven (7) calendar days after notice of an appeal to arbitration is submitted, confer, either in person or by telephone, to attempt to agree upon a neutral, third party arbitrator. If no agreement upon an arbitrator is reached, the parties shall submit a request for a panel of five (5) arbitrators to the Illinois State Labor Relations Board jointly, or the Union may submit a request unilaterally. Either party may reject one (1) arbitration panel and request another panel. Upon receipt of an acceptable arbitration panel, the parties shall alternately strike from the panel until one person remains, with the party who requested that panel striking first. The remaining panel member shall be notified jointly by the parties of his selection to serve as Arbitrator and requested to schedule a hearing on a date when the parties are available. Hearings shall be held at the City of Pekin unless otherwise agreed. The Employer and the Union shall have the right to request the Arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witnesses. The fees and expenses of the arbitrator together with the cost of the hearing facilities, if any, shall be shared equally by the parties. Where either party requests the hearing be transcribed, the party requesting the transcript shall pay for the cost of transcription unless the other party intends to use the hearing transcript, in which case the parties shall share the cost equally.

The Arbitrator's power and authority shall be confined to consideration of the grievance(s) submitted, and to interpretation and application of the express terms of this Agreement. The Arbitrator shall have no authority to amend, modify, nullify, ignore, imply, add to or subtract from the express provisions of this Agreement. In resolution of any grievance resulting in any retroactive adjustment(s), any wage or economic adjustment(s) shall be limited to a maximum of fifteen (15) calendar days prior to the date of submission of the grievance. Subject to the foregoing, the decision of the Arbitrator, which shall be rendered within sixty (60) calendar days after proceedings are closed, shall be final and binding upon the Employer, the Union, and any employee(s) involved.

Section 7: Time Limitations. No grievance shall be valid unless submitted within fourteen (14) calendar days of the occurrence or notice of the occurrence of the event raised by the grievance. A grievance may be withdrawn at any step of the grievance procedure without precedent or prejudice on written notice of the withdrawal. Grievances not appealed within the time limitations for appeal shall be deemed to have been withdrawn with prejudice. The time limitations at each step may be extended by the Employer and the Union, provided the extension shall be in writing and signed by representatives of each party.

Section 8: Investigation. Union stewards shall be permitted reasonable time at the beginning or the end of the work day without loss of pay to investigate established grievances on the Employer's property upon proper notice to the responsible department head.

Section 9: No Strike - No Lockout. Pursuant to Section 8 of the Illinois Public Labor Relations Act, the parties hereto agree that there shall be no strike(s) for the duration of this Agreement. Employees covered by this Agreement shall not be locked out as a result of a labor dispute during the term of this Agreement.

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

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

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

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

#### **ARTICLE 4**

#### **DISCIPLINE AND DISCHARGE**

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

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

Where appropriate, corrective and progressive actions will be employed, provided that suspension, demotion, or discharge without prior corrective action(s) shall be an appropriate disciplinary response, consistent with cause or just cause, where the seriousness of the employee(s) actions or conduct warrant, shall not be a prerequisite to suspension or discharge. Where an employee receives four (4) or more warning notices for unrelated actions or misconduct of a minor nature within any twelve (12) month period, disciplinary actions of discharge or suspension may be consistent with just cause for the accumulation.

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

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

Section 4: Written Notice. Both the employee and the Union shall be notified of disciplinary action; such notification shall be in writing and reflect the nature of the misconduct and guidelines for the employee for future behavior. Disciplinary actions shall be implemented within a reasonable period after the occurrence of the event and any investigation by the employer needed to determine the facts.

## **ARTICLE 5**

### **COMPLETE AGREEMENT**

Section 1: The parties acknowledge that, during the negotiations which preceded this contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The

understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

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

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

## **ARTICLE 6**

### **SCOPE AND TERM OF AGREEMENT**

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

Section 2: Term. This Agreement, when approved and signed by the appropriate authorities for and on behalf of the City and the Union, shall be in force and effect from May 1, 2020 to and including April 30, 2024<sup>2024</sup>, and shall thereafter continue in full force and effect for successive periods of one (1) year unless written notice of the desire to terminate or modify this Agreement is served by either party upon the other party not less than sixty (60) days prior to the date of termination.

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

## **ARTICLE 7**

### **JOB OPENINGS**

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

Section 2: Notice. Where a job within the bargaining unit is vacant and the City intends to fill the vacancy, notice of the vacancy with a description of the job shall be filed with the Human Resources Office and posted at the location where the employees report to work for a period of at least one (1) week. Present regular full and part-time employees may submit a statement of interest in the vacant position to the department head where the vacant job exists, within ten (10) calendar days of the date of posting shown on the notice.

Section 3: Filling Vacancies. Except as specified elsewhere in this Article, the City shall evaluate the qualification and ability to perform the job duties, as measured by physical ability, prior education, training, experience, skill and demonstrated work habits, of those employees and/or outside applicants seeking the vacant position. Where two (2) or more employees or applicants possess equal qualification and ability for the vacant position, the employee possessing the greatest seniority in his or her present classification shall be offered the vacant position. For these purposes, full-time employees shall be considered senior to part-time employees, provided they have completed their initial probationary period. Employees successfully bidding for another position shall be subject to the evaluation period specified in Article 19, Section 4(b) of this Agreement.

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

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

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

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

- (a) Prior to the start of the each school year, all school bus routes shall be open for bidding by current school bus drivers (at the time of the bid posting, all bids for the previous year shall be posted, showing what a particular run paid in-house, the previous year), and shall be assigned based on seniority preference so long as the employee possesses the necessary school bus permit and endorsement(s) for the route selected. The City retains the right to designate the bus equipment which will be assigned to each route and to alter such routes during the school year due to unforeseen circumstances, such as emergencies, weather, construction, and student

address or enrollment changes. Noon runs will be subject to separate bidding, and will be assigned based on seniority to those employees requesting such runs. Monitor positions on those buses designated by the City to have school bus monitors shall also be open for bidding by current school bus monitors prior to the start of each school year, and awarded on the basis of seniority, so long as the employee possesses the training (if any) required for the requested assignment.

Once returning school bus drivers and monitors have been assigned their routes for the school year, the City will fill unassigned positions with new employees in the manner it determines appropriate, and shall maintain a list of temporary substitutes, to the extent possible, to fill in for absent drivers and/or monitors when necessary. Any school bus driver or monitor who intends to be absent or tardy shall provide at least ninety (90) minutes' notice in advance of their scheduled starting time when the absence/tardiness could not be anticipated prior to that day. Failure to provide proper notice in advance of any absence or tardiness shall be a basis for discipline.

- (b) A sign-up sheet shall be maintained for school bus drivers and monitors to express their interest in being assigned additional work on charters and cleaning buses when such work is available. Cleaning of buses and Charters shall be offered by seniority as provided in APPENDIX B and shall be in addition to those other duties of a school bus driver or monitor. Cleaning of buses shall be offered by seniority on a daily basis to School Bus Drivers and Monitors who have expressed their interest in being assigned this additional work pursuant to the attached APPENDIX B.
- (c) Summer work driving school buses shall be open for bidding separately, and shall be assigned based on seniority preference so long as the employee possesses the necessary school bus permit and endorsement(s) required for the route(s) selected.
- (d) School bus drivers and monitors shall receive four (4) hours pay at their regular hourly wage rate for the following holidays: Labor Day, New Year's Day, Thanksgiving Day, Christmas Day, Martin Luther King Jr Day, Memorial Day and Veteran's Day, and shall receive two (2) hours pay at their regular hourly wage rate on the day after Thanksgiving Day. School bus drivers and monitors shall be required to work their last regularly scheduled work day before and after such holidays, to be entitled to the holiday pay in accordance with Article 12, Section 4. Any school bus employee who works on a holiday shall be paid in accordance with Article 12, Section 5 of this Agreement, unless the employee was unable to do so because of an approved absence.
- (e) All time spent getting required physicals, and/or taking drug tests, will be considered time worked and will be paid at the applicable hourly rate. School Bus Drivers will be paid two hours' pay for attending the annual refresher course for their license.
- (f) All school bus drivers and monitors shall be paid a minimum of three (3) hours per run and an additional one half (1/2) hour for each additional run at a minimum. If



an employee has a double in both the morning and the afternoon, then the employee shall be paid a minimum of 3 ½ hours.

- (g) Bus inspections done on extra hours or holidays shall be offered by seniority to those employees who are on the applicable sign-up sheet and paid at the applicable overtime rate.
- (h) School Bus Drivers and Monitors assigned to Charters shall upon presentation of a receipt, be reimbursed for all meals pursuant to the City's Meal and Expense Reimbursement Policy while on a Charter run of five hours or more and 30 or more miles and in accordance with IRS Regulations subject to Article 17.
- (i) The City may maintain and utilize a list of qualified drivers to call-in to substitute for a scheduled driver who does not timely appear for his/her shift.
- (j) School Bus drivers who complete the 8-hour school bus driver safety video training and continue working for the City for at least 3 months thereafter shall receive a one-time stipend of \$150. Thereafter, bus drivers who complete the annual 2-hour bus driver refresher course and continue working for the City for at least 3 months thereafter shall be entitled to receive an annual stipend of \$50 each school year in which they complete the 2-hour refresher course.

## **ARTICLE 8** **SENIORITY**

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

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

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

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

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

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

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

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

- (a) Probationary employees shall be laid off prior to employees having classification seniority who possess the skills, qualifications, experience, and ability to perform

the jobs or job duties required in the same department. Disqualification shall not be for arbitrary or capricious reasons, and shall be subject to the grievance and arbitration procedures of this agreement.

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

## **ARTICLE 9**

### **PAY DAY**

Section 1: The City agrees to pay employees every other Friday. The City shall pay any errors on the paycheck immediately following notification of the error. It is the employee's responsibility to sign off on printed time sheets or it is understood that the employee's entry of their own time constitutes approval of the time sheet. All timesheets will be reviewed by Supervisor; errors will not be subject to discipline. Effective May 1, 2009, all new employees will be paid by direct deposit

## **ARTICLE 10**

### **WAGES**

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

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

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

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

Section 3: Employees will be given access to an employee portal where they may access the timesheets directly, or upon request, all employees will be provided copies of their bi-weekly timesheets.

Section 4: Bus drivers that have complied with all call-in and attendance policies of the City shall be eligible for a \$200 payment at the end of each school year. Monitors that have complied with all call-in and attendance policies of the City shall be eligible for a \$100 payment at the end of each school year.

## **ARTICLE 11**

### **HOURS AND OVERTIME**

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

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

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

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

For the purpose of computing overtime, holiday pay, personal time and vacation days shall be considered as hours worked. School Bus employees shall have overtime computed on actual hours worked, except as provided in Article 11 Section 6 and as provided in Article 7, Section 4(d) and Article 16 Section 9. The department head in each department retains the right to require overtime work by employees when necessary to the efficient conduct of city operations.

**Section 4:** Break Periods. Regular full-time employees will be permitted two (2) fifteen (15) minute break periods during each regularly scheduled work day, one during the first

four (4) or five (5) hours of work and a second during the second four (4) or five (5) hours of work. Part-time and temporary employees scheduled to work eight (8) hours or more in a day shall be provided similar rest periods. Rest periods shall be arranged by the department head or immediate supervisor in the manner most compatible with departmental operations.

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

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

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

## **ARTICLE 12**

### **HOLIDAYS AND HOLIDAY PAY**

Section 1: Holidays. The following days shall be observed as holidays:

|                            |                  |                        |
|----------------------------|------------------|------------------------|
| January 1 (New Year's Day) | Memorial Day     | Veterans' Day          |
| July 4th                   | Thanksgiving Day |                        |
| Martin Luther King Jr. Day | Labor Day        | Day after Thanksgiving |
| Christmas Eve              | Christmas Day    |                        |

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

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

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



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

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

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

### **ARTICLE 13** **VACATIONS**

Section 1: The following vacation schedule shall apply to all regular, full-time employees. A week for the purpose of this section shall include the number of hours the employee is regularly scheduled to work each week, excluding overtime:

- (a) Employees who have completed one (1) year of continuous service on January 1 of the current calendar year during the term of this Agreement shall be eligible for two (2) weeks of vacation with pay at the employee's regular rate per hour.
- (b) Employees who have five (5) years of continuous service on January 1 of the current calendar year during the term of this Agreement shall be eligible for three (3) weeks of vacation with pay at the employee's regular rate per hour.
- (c) Employees who have completed ten (10) years of continuous service on January 1 of the current calendar year during the term of this Agreement shall be eligible for four (4) weeks of vacation with pay at the employee's regular rate per hour.
- (d) Prior to March 31, 2020, Employees who have completed fifteen(15) years of continuous service on January 1 of the current calendar year during the term of this Agreement shall be eligible for five (5) weeks of vacation at the employee's regular rate per hour.
- (e) Regular, full-time employees who, prior to January 1, 1992, were allowed a specific number of weeks of vacation greater than four (4) weeks based upon their length of continuous service with the City, shall, in each calendar year during the term of this Agreement, be eligible for the number of weeks of vacation (either five (5) or six (6) with pay at the employee's regular hourly rate of pay which the employee was eligible for prior to January 1, 1992.

Section 2: Vacation time may be scheduled at any time between January 1 and December 31 of the calendar year, subject to the needs of the City and the approval of the department head. Each employee shall be credited with his vacation time for the completed years of service which he possesses on January 1 for that calendar year. Where the employee does not possess one (1) year of completed service on January 1 of the calendar year, the employee, upon completion of one (1) full year of service with the City, shall be eligible for one (1) week of vacation time during the remainder of that calendar year. Where under the vacation schedule in Section 1, an employee would become eligible for an additional week of vacation time because of his years of service (i.e. after five (5) years or ten (10) years) after the start of the calendar year on January 1, the employee shall be eligible for the additional week of vacation time during the remainder of the calendar year after his anniversary date. If, at the anniversary date, there are less than 45 days left in the calendar year, then for that individual, his vacation time will be extended for a 30 day period beyond December 31.

Prior to April 1 of each calendar year, employees shall be entitled to schedule their vacation time in order of their department seniority, provided however, that no employee shall be entitled to schedule more than three (3) weeks of vacation time consecutively. After April 1, vacation time may be scheduled at any available time, but more senior employees may not bump any less senior employee who previously scheduled his/her vacation time. The department head shall retain the right to determine the appropriate number of employees who may schedule vacation time during any particular period in order to insure adequate staffing. Vacation time shall not be scheduled for periods of less than one day without the approval of the department head, provided that employees eligible for more than one (1) week's vacation time may schedule up to one (1) week (5 days) of vacation time for use in periods not less than one hour increments. Any vacation time not scheduled, and used, by December 31, shall be lost provided that any employee denied the opportunity to schedule all of his vacation time during the calendar year will be allowed to extend the vacation time for a thirty (30) day period beyond December 31.

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

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

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

## **ARTICLE 14**

### **SICK LEAVE**

Section 1: Each regular full-time employee shall be granted one (1) day of sick leave with pay for each month of service, or a maximum of twelve (12) days (ninety-six (96) hours per year), to be used whenever the employee, by reason of any injury or illness not arising out of his/her employment or for the illness or injury of family members (including doctor appointments) is unable to work when scheduled. Each employee shall be entitled to accumulate a maximum of two hundred and forty (240) days of unused sick leave for subsequent use during any long term illness or injury once annual sick leave benefits have been exhausted

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

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

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

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

Section 4: Non-Payment. Upon IMRF retirement, up to a maximum of 240 sick days (1,920 hours) can be used to extend IMRF service credit for up to one year except that employees hired or entering IMRF after the effective date of changes in IMRF (July 1, 2014) shall be allowed up to a maximum of 120 sick days (960) hours to be used for IMRF service credit, or-for an employee hired before January 1, 2018, used to pay for City of Pekin group insurance premiums.

If he or she was hired prior to January 1, 2018, an employee's sick leave balance at retirement shall be computed at their current hourly rate and placed in a City of Pekin account, which shall not bear interest and shall expire upon depletion of the sick leave value placed therein. The value of this computation may be used exclusively to pay for City of Pekin group health insurance premiums, where and to the extent the days are not used to purchase additional IMRF service credit. Upon the death of a retiree who was hired before January 1, 2018 and who was using his sick time monies to pay for health insurance, his spouse shall be entitled to use the balance of any sick time monies to pay for health insurance premiums under the City of Pekin group health insurance until the monies are exhausted.

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

Section 6: School bus drivers and monitors shall be entitled to two (2) unpaid sick days each school year.

## **ARTICLE 15**

### **HEALTH AND WELFARE**

Section 1: Health Care Coverage. During the term of this Agreement, the City shall continue to make available to regular, full-time employees and their eligible dependents, health care benefits that provide substantially similar benefits to those shown in the attached schedule of benefits, Attachment A. Claims for individual benefits shall be submitted pursuant to and determined in accordance with, the provisions of the Employee Health Benefit Plan in effect, and shall not be subject to the grievance and arbitration procedure of this Agreement.

Section 2: Health Care Cost. Employee Participation Rates (per month): Employees shall contribute the following towards their insurance premium

|                            | <b><u>10/1/20</u></b><br><b><u>(Unchanged</u></b><br><b><u>from 2019)</u></b> | <b><u>10/1/21</u></b>                         | <b><u>10/1/22</u></b>                       | <b><u>10/1/23</u></b>                       |
|----------------------------|-------------------------------------------------------------------------------|-----------------------------------------------|---------------------------------------------|---------------------------------------------|
| <b>Employee</b>            | 10.5% of total monthly premium up to \$102.20                                 | 10.5% of total monthly premium up to \$112.93 | 12% of total monthly premium up to \$126.48 | 12% of total monthly premium up to \$141.66 |
| <b>Employee and Spouse</b> | 10.5% of total monthly premium up to \$198.27                                 | 10.5% of total monthly premium up to \$219.09 | 12% of total monthly premium up to \$245.38 | 12% of total monthly premium up to \$274.83 |
| <b>Employee and Child</b>  | 10.5% of total monthly premium up to \$135.06                                 | 10.5% of total monthly premium up to \$149.24 | 12% of total monthly premium up to \$167.15 | 12% of total monthly premium up to \$187.21 |
| <b>Family</b>              | 10.5% of total monthly premium up to \$284.89                                 | 10.5% of total monthly premium up to \$314.80 | 12% of total monthly premium up to \$352.58 | 12% of total monthly premium up to \$394.89 |

Section 3: Life Insurance. During the term of this Agreement, the City will provide a group term life insurance policy for regular, full-time employees. The City shall retain the right to select the insurance carrier, or to change carriers where it determines it to be appropriate, provided it shall not reduce the death benefit in effect on the date of this Agreement.

Section 4: Retiree Insurance. Individuals who have retired or who retire from the City's employment, may elect to continue to participate in the City's health insurance plan where the retired individual has such right under the Illinois Insurance or Pension Code(s), but such retired individual shall be responsible for the entire premium cost for the coverage they elect. Any retiree (after April 1, 2009) who had been hired prior to January 1, 2018, shall be able to continue insurance in the applicable category (Employee, Family, etc.) and will share equally the applicable monthly rate with the City (the Employee pays 50% and the City 50%) until the employee reaches 65 years of age.

Section 5: Vision Care. When the City adopts a Vision Care Policy it will be applicable to this Agreement.

Section 6: Illinois Municipal Retirement Fund. During the term of this Agreement, qualifying employees covered by this Agreement, shall participate in the Illinois Municipal Retirement Fund (IMRF) in accordance with and subject to the provisions within the Illinois Pension Code governing the IMRF, and the applicable rules and regulations related thereto. During the term of this Agreement, the City agrees to continue the election of a minimum one- thousand (1,000) hours per year standard for participation in the IMRF so long as that option remains available under the IMRF program.

Section 7: If an employee is absent due to an on the job injury or illness that employer shall continue to pay the required contributions as long as that employee is unable to return to full time employment as the result of the on the job injury. If an employee is absent due to an off the job injury or illness that employer shall continue to pay the required contributions for a period of 18 (eighteen) months.

Section 8: Employees and Retirees receiving insurance hereunder shall notify the Employer if they, their spouse, or dependent(s) is/are eligible for insurance through their spouse's employer, or through other available coverage. Employees or Retirees with such availability shall, at the earliest opportunity, but no later than the next open enrollment, obtain insurance coverage for themselves, their spouse, or dependent(s), as applicable, through such coverage and to the greatest extent possible.

## **ARTICLE 16**

### **LEAVES OF ABSENCE**

Section 1: Personal Days. Regular full-time employees shall be allowed three (3) personal days with pay each calendar year. Personal days may not be accumulated, and shall be forfeited if not used during the calendar year. Personal days shall be scheduled at least forty-eight (48) hours in advance, and shall not be used for periods of less than four (4) hours unless agreed otherwise with the employee's department head. To satisfy staffing requirements, the City may limit the number of employees authorized to use a personal day.

Section 2: Military Leave. The Uniformed Services Employment and Reemployment

Rights Act (USERRA) protects the job rights of employees who voluntarily or involuntarily leave employment positions to undertake military service, consistent with the provisions of USERRA regulations. See USERRA attachment. Full context of law is available in the Human Resources Office.

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

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

Section 4: Family Leave. Any employee may, where they qualify, apply for an unpaid leave under the Family and Medical Leave Act consistent with the provisions of current regulations, including Military Leave Entitlements. Full context of law is available in the Human Resources Office. Family and Medical Leave Act time shall run concurrent with paid benefit time under all qualifying circumstances.

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

Section 6: Educational Time Off/Tuition Reimbursement. An employee may apply for, and the responsible department head or City Manager may approve, limited time off, with or without pay, for the employee to attend classes or receive training where the classes or training are found by the City Manager to be beneficial to the City through the City's Tuition Reimbursement Program.

Section 7: Disability Leave.

- A. If an employee becomes ill or is injured in the performance of duty, he/she must report such occupational illness or injury immediately to his/her supervisor. The employee is to then see the City physician immediately, if it is not an emergency. However, in case of actual emergency, the employee should go to the nearest available clinic emergency room (or hospital emergency room after hours or during regular hours if warranted) for treatment and promptly notify the Risk Manager and



the department head of the action taken.

- B. If an employee becomes sick or injured on the job and is temporarily disabled from performing his/her duty, and the disability persists for one (1) month or more, the employee may be eligible to receive disability benefits under the Illinois Municipal Retirement Fund.
- C. Where an employee documents the necessity for a continued absence from work for an illness or injury, whether occurring on the job or not, the employee will be placed on a leave of absence status from the service of the City once any sick leave benefits available to the employee are exhausted. The leave shall be without pay, and shall not extend beyond the period provided in Article 8, Section 2(g) "Termination", after which the employment relationship shall terminate. Health insurance coverage under the City's plan shall continue for the lesser of the employee's length of service or eighteen (18) months, after which the employee will be responsible for the cost of continuation coverage, if it is available.
- D. All employees requesting injury leave shall be required to obtain and submit a statement from a physician confirming the nature and extent of their work-connected illness, injury, or disability, certifying that their absence from work is required because of the illness, injury or disability, and indicating whether or not and to what extent they might return to work and to whatever extent and conditions. The City shall have the right to verify said statement by a physician of the City's choosing at the City's expense. In case of disagreement between physicians, a third physician may be retained as a binding arbitrator, the costs of which will be split equally between the City and the employee or the Union, if so requested by the Union.

Section 8: Bereavement Leave. Each regular employee shall be allowed up to three (3) days off with pay to attend the funeral and to details of any funeral when a death occurs in the employee's immediate family, which shall include the employee's legal spouse, civil union partner, natural or adoptive child, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law- sister-in-law, grandparent, grandparent-in-law, grandchild or any relative residing in the employees home. Step relatives with the same relationship as above shall also be included. In addition, days off without pay may be granted due to the death of any close friend or relative with the approval of the department head. Part time employees shall be entitled to one (1) day off with pay, based on four (4) hours pay to attend a funeral as provided for all full time employees. Bereavement leave used during a vacation period shall extend or credit the employee's vacation. Employees shall be entitled to two (2) paid weeks bereavement leave in the event of a child's death, subject to the terms and requirements of the Illinois Child Bereavement Leave Act.

## **ARTICLE 17**

### **GENERAL PROVISIONS**

Section 1: Uniforms. Where employees are required to wear a uniform while on duty

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

Where the City approves the request, the City will replace, or reimburse the employee for the cost of a new pair of eyeglasses where an employee's eyeglasses are damaged without fault or negligence on the employee's part in the course of his employment, subject to a maximum of Two Hundred and Fifty (\$250.00) dollars.

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

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

Where an employee is required to have a valid driver's license or special operator's license or permit as a condition of his or her job, any employee whose driver's license, or special operator's license or permit is suspended or revoked shall be suspended without pay pending reinstatement, up to a maximum of twelve (12) months, after which the employee shall be terminated provided the license or permit has not been reinstatement during said twelve (12) month period.

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

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

employee for necessary expenses incurred by the employee for such travel, including:

1. Hotel accommodations if required by the nature of the meeting or the distance from the City, but then only in moderate to economically priced hotels, such accommodations will be paid in the conference hotel if the employee stays in that hotel. No additional charges may be billed to the City as part of the hotel bill other than direct City expenses (thereby eliminating charges for personal phone calls, movies, cleaning, etc., provided an employee may make one (1) personal phone call to his or her home where he is required to stay overnight at City expenses subject to a maximum charge of four (4) dollars). Except in unusual circumstances, hotel accommodations shall be made in advance, and approved by the City Manager and Finance Department.
2. Meals required by the duration of the meeting and the travel, will be paid at the current IRS per diem rate. Receipts for meals are required.
3. Mileage costs, limited to the mileage reimbursement rate for that particular year authorized by the Internal Revenue Service. Airplane, bus or train fares directly to and from the destination; car rental expenses at the destination, but only if unusual situations so require; taxi or limousine expenses may also be reimbursed, but shall normally be requested and approved in advance.

No such expenses shall be reimbursed without first having received a receipt for each expense. Travel advances may be made, by approval of the City Manager, to cover estimated expenses of the travel; reconciliation of the advance with the actual expense receipts shall take place within 30 days after the travel is completed, by submittal to the City Manager and the Finance Department of the accounting of travel expenses. Accounting of travel expenses shall in all cases be made on a form supplied by the Finance Department. If reconciliation is not made within 30 days after travel, the employee may be responsible for reimbursement of expenses to the City.

**Section 6:** Conditions. As a condition of employment, each employee in the capacity of Public Property, Inspections, Parking/Code Enforcement and Transportation, except the office clerk and custodians must:

- (a) Meet all driver certification and other requirements, prescribed by the State of Illinois, the Regional Superintendent of Schools and/or contracting School Districts, and the City required as part of the employee's job duties. It is the employee's responsibility to keep their license, certification and other requirements current. In addition, all drivers and monitors are required to attend a minimum of an eight (8) hour safety and first-aid course annually.
- (b) Be medically capable of performing the required work, free from the presence of illegal drugs in the body (as defined in the attached drug policy), and not engage in the use or abuse of alcohol when reporting for, or during work or have a blood alcohol concentration greater than .04 percent while on duty; or in accordance with State law.

- (c) Observe and obey all laws regulating the safe, lawful operation of a motorized vehicle while operating any car, truck, bus or other motorized vehicle as part of the employee's job duties for the employer. All vehicles are equipped with versatrans on-screen for safety of the drivers and passengers. Any driver with two occurrences of speeding at or in excess of 10 mph of the legal speed limit within any nine (9) month period shall be disciplined by a one (1) day unpaid suspension. Recurring offenses may be subject to increased discipline, up to and including discharge.

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

Section 8: Employees are required to complete additional medical examinations, including drug and alcohol testing, as directed by the employer. School Bus Monitors shall be subject to the same drug and alcohol testing as other employees. The employer shall select the doctor or medical facility. The employer shall, based upon medical examination, including tests for drugs or alcohol, determine whether or not an employee is complying with the requirements of Section 6(b) above. Any decision not to continue an employee's employment for medical reasons or for failure to comply with Section 6 above, may be challenged in the grievance procedure, commencing at Step 2, subject to the determination whether the employer's decision the employee has failed to comply with Section 6 above has a reasonable basis in fact. In case of disagreement between physicians, remedy will be in accordance with Article 16 Section 8 (d).

Section 9: Mechanics are to receive a \$600.00 per year tool allowance with proof of receipts.

Section 10: Boot Allotment. The City shall pay full time employees covered by this Agreement for the purchase of safety boots and resoling of boots every fiscal year. Allotments for Mechanics, Oil and Water, and Inspectors shall not exceed \$250.00 each fiscal year until May 1, 2021, at which time such amount shall increase to \$400. Allotments for Yard Crew employees shall not exceed \$200 each fiscal year.

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

## **ARTICLE 18**

### **SAFETY**

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

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

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

Section 4: It is the employees' responsibility to keep all licenses, permits, certifications, etc. current and up to date. The employee is responsible for keeping track of expiration dates and ensuring compliance with regulations by having the appropriate credentials.

## **ARTICLE 19**

### **EMPLOYEES**

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

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

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

(1) or more of the City departments to work less than thirty-five (35) hours each work week whether as a regular or relief employee. Although normally scheduled to work a limited amount each work week, the fact a regular, part-time employee is scheduled to, or actually works, forty (40) or more hours in each work week, whether to fill in for absent full or part-time employees, to fill vacant positions temporarily, or to accommodate the operations of the City, shall not alter the employee's status, or convert the employee to the status of a regular, full-time employee.

- (c) **School Year Employee** shall be defined as those employees who, after successful completion of the probationary period, are hired or employed by the City in positions of School Bus Driver and School Bus Monitor to perform duties during, and related to, the operations of the public school districts within the City of Pekin, during the established school year of those public school districts. The fact a school year employee is offered work during periods of summer school, or when the schools are not in session, shall not alter their status, or convert them to either regular full or part-time employees. However, Part Time School Year Employees shall be considered as part time employees under this agreement and shall be entitled to the same contractual terms and conditions as other part time employees.

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

Section 4: Probationary Period.

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



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

Section 5: Residency. Residency boundaries for employees covered under this Agreement shall be as follows: within 10 miles of the corporate limits of the City of Pekin. Newly hired employees who do not reside within 10 miles of the corporate limits of the City of Pekin may have up to twelve (12) months from the end of their Probationary Period to establish residency per the Employee Handbook.

Existing employees as of the date of this agreement shall be grandfathered at their current residence. School bus drivers shall be hired from outside these boundaries if necessary.

## **ARTICLE 20**

### **PERSONNEL FILES**

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

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

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

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

## **ARTICLE 21**

### **UNION BUSINESS**

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

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

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

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

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

## **ARTICLE 22**

### **SEPARABILITY/SAVINGS CLAUSE**

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

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

**CITY OF PEKIN**

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

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Keith Gleason

**ATTEST:**

**ATTEST:**

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_

## APPENDIX A

- I. Effective as of May 1, 2020, 2021, 2022, and 2023, respectively, the wage rates or bi-weekly salaries of employees employed by the City are as set forth below.

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

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

The wage rates for the 2020-21, 2021-22, 2022-23 school years, shall take effect and apply with the commencement of the first semester of such school years in August 2020, 2021, 2022 respectively, and shall continue in effect until the end of each such school year.

|                                   | 5/1/2020 | 5/1/2021 | 5/1/2022 | 5/1/2023 |
|-----------------------------------|----------|----------|----------|----------|
| <b>Accounts and Finances</b>      |          |          |          |          |
| Finance Dept. Head Secretary      | 16.38    | 16.71    | 17.13    | 17.56    |
| Accounts Payable Clerk            | 24.26    | 25.05    | 25.68    | 26.32    |
| Accounts Receivable Clerk         | 24.26    | 25.05    | 25.68    | 26.32    |
| Wastewater Billing Clerk II       | 20.08    | 20.48    | 20.99    | 21.51    |
| Wastewater Billing Clerk II (p/t) | 13.85    | 14.13    | 14.48    | 14.84    |
| Wastewater Secretary              | 19.68    | 20.07    | 20.57    | 21.09    |
| Accounting Clerk (p/t)            | 14.59    | 14.88    | 15.25    | 15.63    |
| Accounting Clerk (f/t)            | 24.91    | 25.41    | 26.04    | 26.69    |
| City Clerk's Secretary (p/t)      | 12.07    | 12.31    | 12.62    | 12.94    |
| Administrative Assistant (p/t)    | 17.32    | 17.67    | 18.11    | 18.56    |
| <b>Public Works Department</b>    |          |          |          |          |
| Division Head Secretary           | 23.45    | 23.92    | 24.52    | 25.13    |
| Street Secretary                  | 19.15    | 19.53    | 20.02    | 20.52    |
| Mechanic Working Leadman          | 36.82    | 37.56    | 38.50    | 39.46    |
| Mechanic III                      | 30.99    | 31.61    | 32.40    | 33.21    |
| Mechanic II                       | 25.53    | 26.04    | 26.69    | 27.36    |
| Mechanic Helper                   | 17.41    | 17.76    | 18.20    | 18.66    |
| Inventory Control Clerk           | 24.26    | 24.75    | 25.37    | 26.00    |
| <b>Planning Department</b>        |          |          |          |          |
| Division Head Secretary           | 23.45    | 23.92    | 24.52    | 25.13    |
| HVAC Inspector (p/t)              | 31.19    | 31.81    | 32.60    | 33.42    |
| Plumbing Inspector                | 31.19    | 31.81    | 32.60    | 33.42    |

|                                    |       |       |       |       |
|------------------------------------|-------|-------|-------|-------|
| Electrical Inspector (p/t)         | 31.19 | 31.81 | 32.60 | 33.42 |
| Building Inspector                 | 31.19 | 31.81 | 32.60 | 33.42 |
| <b>Police Department</b>           |       |       |       |       |
| Secretary-Special Services         | 22.07 | 22.51 | 23.07 | 23.65 |
| Code Enforcement                   | 23.92 | 24.40 | 25.01 | 25.64 |
| <b>Parking Enforcement</b>         |       |       |       |       |
| Meter Attendant (f/t)              | 22.36 | 22.81 | 23.38 | 23.96 |
| Meter Attendant (p/t)              | 14.93 | 15.23 | 15.61 | 16.00 |
| Clerk - Data Entry                 | 20.43 | 20.84 | 21.36 | 21.90 |
| <b>Police Records</b>              |       |       |       |       |
| Records Clerk II                   | 22.75 | 23.51 | 24.10 | 24.70 |
| Records Clerk I (f/t & p/t)        | 13.85 | 14.13 | 14.48 | 14.84 |
| Receptionist (f/t)                 | 19.14 | 19.52 | 20.01 | 20.51 |
| Receptionist (p/t)                 | 14.59 | 14.88 | 15.25 | 15.63 |
| Crossing Guard (per day)           | 27.72 | 28.28 | 28.99 | 29.71 |
| <b>Public Lands and Property</b>   |       |       |       |       |
| Yard Crew                          | 12.37 | 12.62 | 12.94 | 13.26 |
| Custodian I - City Hall            | 23.45 | 23.92 | 24.52 | 25.13 |
| Custodian II - City Hall           | 22.07 | 22.51 | 23.08 | 23.65 |
| Custodian (p/t)                    | 20.04 | 20.44 | 20.95 | 21.47 |
| <b>Bus Department</b>              |       |       |       |       |
| Division Head Secretary            | 23.45 | 23.92 | 24.52 | 25.13 |
| Secretary                          | 12.52 | 12.77 | 13.09 | 13.42 |
| School Bus Driver <u>(August)</u>  | 17.91 | 18.27 | 18.73 | 19.20 |
| School Bus Monitor <u>(August)</u> | 15.12 | 15.42 | 15.81 | 16.22 |
| Oil & Water (pre-trip insp)        | 19.17 | 19.55 | 20.04 | 20.54 |
| City Bus (f/t & p/t)               | 23.45 | 23.92 | 24.52 | 25.13 |
| School Bus Coordinator             | 29.94 | 30.54 | 31.30 | 32.08 |
| College Student                    | 11.39 | 11.62 | 11.91 | 12.21 |

## APPENDIX B

Prior to the start of each school year, at the same time School Bus Routes are bid, School Bus Drivers interested in this additional work will sign the following bid sheets, which will be in effect from August 15<sup>th</sup> of that School Year through August 14<sup>th</sup> of the following year. There will also be a separate sheet for employees to sign that do not want to be offered a Charter (trip) under any circumstances.

### Charters (Trips)

There shall be two (2) separate lists for Charters (Trips)

1. Weekly / Special Needs
2. Weekend

Note: Charters (trips) that only require the use of a car or a van would first be assigned by seniority and then rotated to those drivers who have a bid route where they drive either a car or van. In the event these drivers are unavailable, then the charter (trip) would be assigned to the Weekly or Weekend list as appropriate.

School Bus Drivers interested in being assigned this additional work may sign any or all of the above referenced lists 1 through 3.

Charters on each of these lists will initially be offered by Seniority, effective August 15<sup>th</sup> of each year of this Agreement.

Once all employees on a particular list have either been offered or have run a charter, then charters shall be offered to that employee on the charter list that has the lowest hours on that list.

If an employee turns down a charter that they were entitled to run, based on seniority or lowest hours as provided above, that employee will be charged with the actual hours turn in for that charter.

When a charter has to be reassigned for any reason, it shall be offered to the next employee on the charter list, initially by seniority and then by lowest hours, as provided above.

If an employee is offered a charter with less than twenty-four (24) hours prior notice and declines the charter, then that employee will not have hours charged against them.

Employees returning to work as a result of being off work due to, layoff, on or off the job illness or injury, leave of absence, or other reason, shall be charged the average hours of employees on each list they are signed to, respectively, if they would have been offered a charter (trip) during the period of absence, had they been working.

After offering Charters to employees on a charter list as provided above, in the event that there are not available drivers or monitors to perform work on a charter list, then said charter or



charts, shall be offered by seniority on a daily basis to school bus drivers not signed to a charter list.

Each Charter list is independent from another for all purposes.

New employees, and employees who sign up for charters aft August 15 of each year, shall be charged the average hours of employees on each list they sign respectively.

Training will be provided for all employees that sign the Special Needs list.

The Charter lists shall be posted daily, and hours updated on a weekly basis, so as to keep employees informed as to their status with respect to their hours.

August 15 of each year, hours shall be zeroed out, and after the initial cycle of charters has been offered by seniority to all employees on a respective charter list, then assignment to charters will be by lowest hours as provided above.

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

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

Where co insurance is listed it is assumed that deductible is paid first

| Category                                       | Description                                                                                                                                                                                                         | In Network                                                                                   | Out of Network   |
|------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|------------------|
| Preventative Care                              |                                                                                                                                                                                                                     | You Pay                                                                                      | You Pay          |
|                                                | Routine Preventive Care office visits                                                                                                                                                                               | \$0                                                                                          | Not covered      |
|                                                | Preventive lab and x-ray                                                                                                                                                                                            | \$0                                                                                          | Not covered      |
|                                                | Pap smear and mammogram                                                                                                                                                                                             | \$0                                                                                          | Not covered      |
|                                                | Prostate screening                                                                                                                                                                                                  | \$0                                                                                          | Not covered      |
| Physician Services                             | Routine Immunizations                                                                                                                                                                                               | \$0                                                                                          | Not covered      |
|                                                | Office visits- evaluation and management services                                                                                                                                                                   | \$20 co pay - deductible does not apply                                                      | 30% co insurance |
|                                                | Diagnostic procedures and diagnostic therapeutics                                                                                                                                                                   | 20% co insurance                                                                             | 30% co insurance |
|                                                | Diagnostic lab                                                                                                                                                                                                      | 20% co insurance                                                                             |                  |
|                                                | Quest Lab Card - Voluntary program when submitted through Quest.                                                                                                                                                    | 0% co insurance -deductible does not apply                                                   | 30% co insurance |
| Facility Services                              | Diagnostic imaging                                                                                                                                                                                                  | 20% co insurance                                                                             | 30% co insurance |
|                                                | Accidental Bodily Injury Benefit - seek care within 5 days of injury - first day of treatment only                                                                                                                  | 0% co insurance                                                                              | 10% co insurance |
|                                                | Inpatient Hospital Stay - Precertification required                                                                                                                                                                 | 0% co insurance                                                                              | 10% co insurance |
|                                                | Inpatient physician and surgeon                                                                                                                                                                                     | 20% co insurance                                                                             | 30% co insurance |
|                                                | Outpatient - Surgery                                                                                                                                                                                                | 0% co insurance                                                                              | 10% co insurance |
| Other Medical Services                         | Ambulatory Surgical Facility                                                                                                                                                                                        | 0% co insurance                                                                              | 10% co insurance |
|                                                | Outpatient Diagnostic lab                                                                                                                                                                                           | 20% co insurance                                                                             | 30% co insurance |
|                                                | Outpatient Diagnostic x-ray                                                                                                                                                                                         | 20% co insurance                                                                             | 30% co insurance |
|                                                | Diagnostic imaging -High Tech (CT/PET scans, MRIs)                                                                                                                                                                  | 20% co insurance                                                                             |                  |
|                                                | Unity Point Peoria- Pekin Facilities - A voluntary program when utilized.                                                                                                                                           | 0% co insurance -deductible does not apply                                                   | 30% co insurance |
|                                                | Outpatient Accidental Bodily Injury Benefit - seek care within 5 days of injury - first day of treatment only                                                                                                       | 0% co insurance                                                                              | 10% co insurance |
|                                                | Emergency Room Services/ includes physicians professional fee                                                                                                                                                       | 20% co insurance for Emergency Services/in network deductible                                |                  |
|                                                | Urgent Care Facility - evaluation and management services                                                                                                                                                           | 20% co insurance                                                                             | 30% co insurance |
|                                                | Urgent Care Accidental Bodily Injury Benefit - seek care within 5 days of injury - first day of treatment only                                                                                                      | 0% co insurance                                                                              | 10% co insurance |
|                                                | Emergency Medical Transportation                                                                                                                                                                                    | 0% co insurance                                                                              |                  |
|                                                | Maternity Services - Delivery and all inpatient services                                                                                                                                                            | 0% co insurance                                                                              | 10% co insurance |
|                                                | Maternity Services - Routine Prenatal and Postnatal                                                                                                                                                                 | \$20 co pay for initial visit/deductible waived                                              | 30% co insurance |
|                                                | Therapy - Outpatient Occupational, Speech, Physical (Rehabilitation and Habilitation)                                                                                                                               | 20% co insurance                                                                             | 30% co insurance |
|                                                | Outpatient Cancer Treatment - nuclear therapy, radiation therapy, chemotherapy, x-ray and lab procedures for the treatment of cancer. If treatment is in a doctor's office, a \$20 co pay applies for office visit. | 0% co insurance                                                                              | 10% co insurance |
|                                                | Inpatient Rehabilitation Services - Case Management Prior Authorized recommended.                                                                                                                                   | 20% co insurance                                                                             | 30% co insurance |
|                                                | Chiropractic Treatment/Spinal Manipulation - limited to \$1,000 per person per calendar year                                                                                                                        | 20% co insurance                                                                             | 30% co insurance |
|                                                | Durable Medical Equipment -Case Management Prior Authorized recommended.                                                                                                                                            | 20% co insurance                                                                             | 30% co insurance |
|                                                | Prosthetic - must be medically necessary - Case Management Prior Authorized recommended.                                                                                                                            | 20% co insurance                                                                             | 30% co insurance |
|                                                | Hospice Care - Case Management Prior Authorized recommended.                                                                                                                                                        | 20% co insurance                                                                             | 30% co insurance |
|                                                | Home Health Care -Case Management Prior Authorized recommended..                                                                                                                                                    | 20% co insurance                                                                             | 30% co insurance |
|                                                | Skilled Nursing Facility -Case Management Prior Authorized                                                                                                                                                          | 20% co insurance                                                                             | 30% co insurance |
|                                                | Organ Transplants - Case Management Prior Authorization is required.                                                                                                                                                | Office Visit and Hospital Care Coinsurance apply as described in the Covered Health Expenses |                  |
|                                                | Cardiac Rehabilitation Services - Phase I & II only within 6 months of onset with a duration of no more than 3 months.                                                                                              | 20% co insurance                                                                             | 30% co insurance |
|                                                | Injectable Medication when administered in physicians office - Case Management Prior Authorized recommended.                                                                                                        | 20% co insurance                                                                             | 30% co insurance |
|                                                | Hearing Aid- maximum benefit \$1,000 per ear, \$2,000 total every 36 months.                                                                                                                                        | 0% co insurance                                                                              |                  |
|                                                | TMJ - maximum benefit                                                                                                                                                                                               | Not covered                                                                                  | Not covered      |
|                                                | Infertility Services                                                                                                                                                                                                | Not covered                                                                                  | Not covered      |
|                                                | Bariatric Surgery                                                                                                                                                                                                   | Not covered                                                                                  | Not covered      |
| Mental Health, Chemical and Alcohol Dependency | Inpatient Hospital stay - Precertification is required.                                                                                                                                                             | 0% co insurance                                                                              | 10% co insurance |
|                                                | Office visits- evaluation and management services                                                                                                                                                                   | \$20 co pay - deductible does not apply                                                      | 30% co insurance |
|                                                | Outpatient                                                                                                                                                                                                          | 20% co insurance                                                                             | 30% co insurance |
| Pharmacy                                       | Retail - up to 34 day supply                                                                                                                                                                                        | 20% up to \$5/\$10 maximum                                                                   | Not covered      |
|                                                | Retail - up to 90 day supply                                                                                                                                                                                        | 20% up to \$10/\$30 maximum                                                                  | Not covered      |
|                                                | Mail order - up to 90 day supply                                                                                                                                                                                    | 20% up to \$10/\$30 maximum                                                                  | Not covered      |
|                                                | Specialty Drugs - 30 day maximum supply/out of pocket maximum \$1,000                                                                                                                                               | 20% up to \$200                                                                              |                  |
|                                                | Prescription Benefit Program                                                                                                                                                                                        |                                                                                              |                  |
| Your prescription benefit program:             |                                                                                                                                                                                                                     | 888-301-0747                                                                                 | Ext: 3281        |
| View Formulary and to Locate a Pharmacy        |                                                                                                                                                                                                                     | See your ID card and member material                                                         |                  |
| Customer Service                               |                                                                                                                                                                                                                     | See your ID card and member material                                                         |                  |
| Mail Order                                     |                                                                                                                                                                                                                     | See your ID card and member material                                                         |                  |

ATTACHMENT A

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

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

| Plan Type - PPO                                |                                                                                                                                                                                                                                                                     | In Network | Out of Network |
|------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------|
| Deductible<br>per Calendar Year                | Individual                                                                                                                                                                                                                                                          |            | \$200          |
|                                                | Family                                                                                                                                                                                                                                                              |            | \$400          |
|                                                | Deductibles must be met before benefits are paid. Where co insurance is listed it is assumed that deductible is paid first.                                                                                                                                         |            |                |
|                                                | Deductible amounts accumulate for In and Out of Network benefits.                                                                                                                                                                                                   |            |                |
|                                                | All individual deductible amounts will satisfy the family deductible, but no one participant will be required to pay more than the individual deductible amount.                                                                                                    |            |                |
| Out of pocket:<br>maximum<br>per Calendar year | Individual                                                                                                                                                                                                                                                          |            | \$1,000        |
|                                                | Family                                                                                                                                                                                                                                                              |            | \$2,000        |
|                                                | Out of pocket maximum includes: medical co insurance, it does not include medical deductible, office visit copay, prescription drug benefits, hearing aid, and chiropractic benefits coverage. Out of Pocket amounts accumulate for In and Out of Network benefits. |            |                |
|                                                | All individual out of pocket amounts will satisfy the family out of pocket, but no one participant will be required to pay more than the individual out of pocket amount.                                                                                           |            |                |
|                                                | Lifetime Maximum Benefits                                                                                                                                                                                                                                           | unlimited  | unlimited      |

#### **Precertification Requirements**

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

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

**Services Requiring Precertification include but may not be limited to:**

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

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

following the admission/service.

Please refer to your Health Plan for further details.

#### **Case Management**

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

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

**Case Management can provide assistance with the following services:**

Durable medical equipment in excess of \$500, IV infusions, injectable medications (i.e. Lovenox, Enbrel, Humira, Avonex, Byetta, etc.) if administered in the doctors office, home health care, chemotherapy, radiation therapy, transplants, skilled nursing and hospice, insulin pump, ostomy supply, artificial eyes, limbs or larynx, and clinical trials. If you or a family member are faced with a complex or long-term health concern such as cancer, diabetes, amputation, organ transplant, kidney failure/dialysis, or any other serious health issue, our Case Management Services can help you with many of your needs.

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

#### **Network**

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

|                          |                          |                                                                                                                                         |
|--------------------------|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| First Choice - Methodist | Primary                  | 866-510-2922 or go online to <a href="http://www.unipoint.org/peoria/fina-a-doctor.aspx">www.unipoint.org/peoria/fina-a-doctor.aspx</a> |
| HealthLink OA III        | Out side of Primary area | 800-624-2356 or go online to <a href="http://www.healthlink.com/ipf_c.asp">www.healthlink.com/ipf_c.asp</a>                             |
| PHCS                     |                          | 888-955-7427 or <a href="http://www.groupplansolutions.com">www.groupplansolutions.com</a> ("Member" and "Find A Provider")             |
|                          |                          | EDI#37086                                                                                                                               |

#### **Online Tools**

View your claim information securely on line, anywhere, anytime, with Group Plan Solutions at [www.groupplansolutions.com](http://www.groupplansolutions.com)

##### **To find a Provider**

Go to Member> Select Find a Provider

Click the Find a Provider button

Please reference your ID card to determine your correct network.

##### **To view Claim Information**

Go to Member> Select Claim Inquiry.

Click the Health Claim/Webcl button.

Log in with your user name and password

Still need help? Call us at 888-301-0747

Be sure to check out the other great tools and resources available at [www.groupplansolutions.com](http://www.groupplansolutions.com)

#### **Contact Numbers**

|                                     |              |                  |
|-------------------------------------|--------------|------------------|
| Group Plan Solutions                | 888-301-0747 | FAX 309-478-2912 |
| Prescription Coverage               | 888-301-0747 | EXT: 2976        |
| Additional ID Cards                 | 888-301-0747 | EXT: 3281        |
| Case Management Prior Authorization | 888-301-0747 | EXT: 3155        |
| Precertification: MCM               | 888-641-5304 |                  |
| PPO Network Questions:              | 888-301-0747 | EXT: 2975        |

CITY OF PEKIN  
CONTROLLED SUBSTANCE AND ALCOHOL TESTING POLICY

I. POLICY STATEMENT

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

II. POLICY

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

A. DEFINITIONS

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

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

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

**CDL:** Commercial Driver's License.

**Employer:** The City of Pekin.

**GC/MS:** Gas Chromatography/Mass Spectrometry Technique.

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

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



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

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

**B. RESPONSIBILITIES**

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

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

**C. PRE-PLACEMENT TESTING**

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

his/her background investigation.

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

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



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

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

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

**D. REASONABLE SUSPICION**

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

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

retained in the employee's file.

|                       | <u>INITIAL DRUG<br/>SCREEN</u> | <u>CONFIRMATION<br/>TEST (GC/MS)</u> |
|-----------------------|--------------------------------|--------------------------------------|
| Amphetamines          | 1000 ng/ml                     | 500 ng/ml                            |
| Barbiturates          | 300 ng/ml                      | 300 ng/ml                            |
| Benzodiazepines       | 300 ng/ml                      | 300 ng/ml                            |
| Cocaine               | 300 ng/ml                      | 150 ng/ml                            |
| Marijuana             | 100 ng/ml                      | 15 ng/ml                             |
| Methadone             | 300 ng/ml                      | 150 ng/ml                            |
| Methaqualone          | 300 ng/ml                      | 300 ng/ml                            |
| Opiates               | 300 ng/ml                      | 300 ng/ml                            |
| Phencyclidine ("PCP") |                                |                                      |
| Emit                  | 75 ng/ml                       |                                      |
| RIA                   | 25 ng/ml                       | 25 ng/ml                             |

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

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



overnight express to the Employer-designated laboratory.

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

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

### III. RANDOM TESTING

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

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

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

#### 1. Alcohol Testing

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

\*\*\*\*\*

#### ALCOHOL TESTING RESULTS

##### \* SCREENING TEST

Less than 0.04 = negative

Greater than or equal to 0.04, confirmed test required

##### \* CONFIRMATION TEST

Less than 0.04 = negative

\*\*\*\*\*

Greater than or equal to 0.04 = violation of the rule

#### 2. Drug Testing

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

#### IV. POST-ACCIDENT/INCIDENT

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

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

1. Fatal Accidents:

Any time the accident involves the loss of human life.

2. Non-Fatal Accidents:

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

V. RETURN-TO-WORK TESTING

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

VI. FOLLOW-UP TESTING

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

VII. EMPLOYEE ASSISTANCE

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

VIII. DISCIPLINARY ACTION FOR POSITIVE TEST RESULTS

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



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

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

IX. TEST RESULTS

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

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

CITY OF PEKIN

TEAMSTERS LOCAL UNION NO. 627

BY R. David Reble

BY [Signature]

DATE 5/24/96

DATE 5/31/96



## REQUEST FOR COUNCIL ACTION

**Agenda Date:** September 14, 2020  
**To:** Council Members  
**From:** Sarah Newcomb, Human Resources Dir

**AGENDA ITEM:** Resolution No. 169-20/21 Agreement Between City and Teamsters-Street Department Contract 2020-2024

**ACTION REQUESTED:** Approve and Adopt the Resolution.

**DESCRIPTION:** The Teamsters hold four collective bargaining agreements with the City of Pekin that include:

- General Unit consisting of clerical employees, mechanics, records clerks and school bus employees which provides guidance and management for over one hundred twenty employees, most of which are part-time school bus drivers and monitors;
- Solid Waste Unit includes ten full-time drivers in garbage, recycling or yard waste operations;
- Street Unit has 14 members and includes the temporary/seasonal street maintenance workers; and
- Waste Water Unit, which has 4 members.

The Teamsters' negotiating team included Keith Gleason, President of the Teamsters, Chauffeurs and Helpers, Evonne Johnson, Tammy Hilst, Jim Todd (representing the General Unit), Mike Birkmeier (representing the Waste Water Unit), Charles Whitman (representing the Street Unit) and Ron Morris (representing the Solid Waste Unit). The City's negotiating team included the City Manager Mark Rothert, City Labor Attorney Joshua Herman, Human Resources Director Sarah Newcomb, Police Chief John Dossey, Bob Henderson Operations Manager School Bus Department, Brett Olson Operations Supervisor for Street and Solid Waste and Dan Jost Fleet Services Supervisor.

The collective bargaining sessions began February 26, 2020 in which the Teamsters provided their initial bargaining requests for all four units. Then due to COVID19, negotiations were put on hold. In the meantime the City's negotiating team met with City council in executive session on 6/8/2020 to discuss the collective bargaining approach, methodology, and initial responses from City Council. The bargaining teams then met on 6/30/2020 and 8/4/2020 at which there were tentative agreements on several items and the final bargaining session held on 8/11/2020 during which the teams came to a full tentative agreement. All four of the Teamster Unit contracts were ratified and Mr. Gleason notified the City of full ratification on 8/31/2020.

Major Changes within all of the proposed contracts include the following:

- A four-year term, retroactive to May 1, 2020 through April 30, 2024;
- Annual wage increases of 2 % in the first two years and 2.5% in years three and four of the contracts
- Trade of holidays (President's day for Christmas Eve).
- All of the contracts also had adjustments to the insurance payment structures culminating in 12% premium contributions with adjusted cash caps in year four.
- The Street Unit Contract additionally had changes to the call-in procedure, and vacation eligibility date for five weeks of vacation; and
- As with other contracts, there is now a boot allotment of \$250 beginning December 1, 2020.
- The new health care costs are as follows:

|                   | <u>As of 10/1/20</u><br>(Same as 2019)  | <u>As of 10/1/21</u>                    | <u>As of 10/1/22</u>                  | <u>As of 10/1/23</u>                  |
|-------------------|-----------------------------------------|-----------------------------------------|---------------------------------------|---------------------------------------|
| Employee          | 10.5% of monthly premium up to \$102.20 | 10.5% of monthly premium up to \$112.93 | 12% of monthly premium up to \$126.48 | 12% of monthly premium up to \$141.66 |
| Employee + Spouse | 10.5% of monthly premium up to \$198.27 | 10.5% of monthly premium up to \$219.09 | 12% of monthly premium up to \$245.38 | 12% of monthly premium up to \$274.83 |

|                  |                                         |                                         |                                       |                                       |
|------------------|-----------------------------------------|-----------------------------------------|---------------------------------------|---------------------------------------|
| Employee + Child | 10.5% of monthly premium up to \$135.06 | 10.5% of monthly premium up to \$149.24 | 12% of monthly premium up to \$167.15 | 12% of monthly premium up to \$187.21 |
| Family           | 10.5% of monthly premium up to \$284.89 | 10.5% of monthly premium up to \$314.80 | 12% of monthly premium up to \$352.58 | 12% of monthly premium up to \$394.89 |

The Street Department wages are as follows:

|                    | 5/1/2020 | 5/1/2021 | 5/1/2022 | 5/1/2023 |
|--------------------|----------|----------|----------|----------|
| Working Leadman    | \$32.98  | \$33.64  | \$34.48  | \$35.34  |
| Maintenance Worker |          |          |          |          |
| 90% rate           | 28.24    | 28.81    | 29.53    | 30.27    |
| 100% rate          | 31.38    | 32.01    | 32.81    | 33.63    |
| Students           | 9.80     | 9.80     | 9.80     | 9.80     |

#### FINANCIAL IMPACT:

The estimated cost of the four year contract over current expenses is \$ 100,663.94.

**IMPACT IF APPROVED:** The Human Resources Department will begin implementing the pay plan with the 9/25/2020 paychecks and begin processing retro payments to May 1, 2020 as the Teamsters have ratified the contracts.

**IMPACT IF DENIED:** The City will go back to the bargaining table knowing the Teamsters have ratified the contracts and will make further negotiations more complicated and the probability for mediation highly probable.

**ALTERNATIVES:** N/A

#### RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

**5 Year CIP.** The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.

**Enhance Code Enforcement Services.** The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.

**Business Friendly Community.** The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.

**Efficient and Effective Municipal Operations.** A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness

**Police & Fire Pension Obligation.** To meet the 90% funding level by the year 2040 it is essential the City plan carefully and maintain financial discipline to meet its \$63 million dollar obligation.

**Employee Residency.** It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

#### REQUIRED SIGNATURES

**Finance Department** (Certification of Availability of Funds):

Date:

**City Manager:**

**Mark A. Rothert**

Mark A. Rothert, City Manager

9/11/2020

Date:

**Resolution No. 169-20/21 Agreement Between City of Pekin and Teamsters, Chauffeurs and Helpers Local 627 Regarding the Street Department Collective Bargaining Agreement**

8.7

**WHEREAS**, the previous collective bargaining agreement between the City of Pekin and the Teamsters, Chauffeurs and Helpers Local 627, as the exclusive bargaining representative for Street Department Unit ("Union") employees serving in the City of Pekin Street, Sewer and Storm Water departments expired on April 30, 2020; and

**WHEREAS**, the City and the Union have been engaged in negotiation of a successor collective bargaining agreement;

**WHEREAS**, the parties have reached tentative agreement on a successor agreement, for a four (4) year term commencing May 1, 2020, and terminating on April 30, 2024, a copy of which is attached hereto as **Exhibit A** ("Agreement"); and

**WHEREAS**, the Union ratified the Agreement on August 26, 2020.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS THAT:**

**Section 1.** The findings and recitations set forth above are adopted and found to be true and correct.

**Section 2.** The Agreement between the City of Pekin, Illinois, and the Teamsters, Chauffeurs and Helpers Local 627 bargaining committee, acting as the exclusive bargaining representative of the Street Department Unit employees serving the City of Pekin Street, Sewer and Storm Water departments as attached hereto as **Exhibit A**, is hereby approved.

**Section 3.** The Mayor is authorized and directed to execute the Agreement on behalf of the City, to be effective immediately upon execution.

**ADOPTED AND APPROVED** at a regular meeting of the City Council of the City of Pekin this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

Exhibit A

**ARTICLES OF AGREEMENT BETWEEN**

**CITY OF PEKIN, ILLINOIS**  
**AND**

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

**EFFECTIVE MAY 1, 2020 - APRIL 30, 2024**

**STREET DEPARTMENT**

Executed October \_\_\_\_, 2020

Attachment: Streets Teamsters Contract 2020 2.0 (2302 : Resolution No. 169-20/21 Agreement Between City and Teamsters-Street Department



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

## AGREEMENT

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between **CITY OF PEKIN, ILLINOIS**, a municipal corporation (hereinafter referred to as the "City"), and **INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL NO. 627** (hereinafter referred to as the "Union");

### WITNESSETH:

**WHEREAS**, the City deems it to be in the best interests of said City and in the best interests of the employees of said City herein provided for to establish certain other matters pertaining to the employment of those employed in the Street Department of the City.

**NOW, THEREFORE**, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, the parties hereto agree as follows:

### ARTICLE 1 RECOGNITION

Section 1: Recognition. The City hereby recognizes the Union as the exclusive bargaining representative for the employees of the Street Department as herein defined for the purpose of collective bargaining relative to rates of pay, wages, hours, and other conditions of employment subject to the provisions of the Illinois Public Labor Relations Act.

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

Section 3: Affirmative Action. As a public employer, the City is subject to certain duties to take and/or promote affirmative action, and to maintain a drug-free workplace, under federal and state laws. Nothing in this Agreement shall be interpreted in a manner which might prevent the City from fulfilling such obligations, or taking measures necessary to promote affirmative action and a drug-free workplace.

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

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

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

## **ARTICLE 2 CHECKOFF - FAIR SHARE**

Section 1: The City agrees to deduct from the employee's pay covered by this Agreement, monthly Union dues and assessments and yearly DRIVE dues. The Union agrees to furnish the City with a list of deductions to be made from the pay of each employee. The Union shall furnish to the City a list of the appropriate deductions for such employees, and shall accord those employees those rights provided for by the Illinois Public Labor Relations Act.

## **ARTICLE 3 GRIEVANCE PROCEDURE AND ARBITRATION**

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

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

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

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

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

Where any informal resolution would not be possible or fails to resolve a grievance as defined above, the employee(s), or the Union shall submit their written grievance within fourteen (14) calendar days of the occurrence or notice of the occurrence of the event raised by the grievance. The written grievance shall be submitted to the department head of the department involved in the grievance, who shall, within seven (7) calendar days after submission, meet with the grievant and the union steward to investigate the grievance and attempt to resolve the grievance. Any grievance resolution shall be documented in writing and submitted to the Union's Business Agent and the City Manager for that department for their approval. Where no resolution is achieved at the meeting, the department head shall respond to the grievance in writing within seven (7) calendar days of the meeting and deliver a copy of the response to the grievant and the union steward.

Section 5: Step Two. Within seven (7) calendar days of the response at Step 1, or the date response was due if none is provided, the grievant or the Union may appeal the grievance to the City Manager by written notice of appeal to be submitted to the department head. The City Manager may arrange a meeting with the grievant, the Union Steward and department head, or with the Business Agent and department head, to consider the grievance within seven (7) calendar days of notice of appeal, or respond to the grievance in writing within seven (7) calendar days of notice of appeal. Where a meeting is scheduled, a response to the grievance shall be made by the City Manager in writing within seven (7) calendar days after the meeting. Any resolution agreed to by the parties shall be reduced in writing and signed by the parties. If no acceptable resolution occurs, the City Manager shall respond to the grievance in writing to the Business Agent within fourteen (14) days of the meeting with the Business Agent.

Section 6: Arbitration. If no satisfactory resolution of a grievance is agreed upon at Step 2, the Union may appeal the grievance to arbitration by written notice of the appeal, submitted to the City Manager's office within fourteen (14) calendar days after the written response at Step 2, or the date a written response was due, if none is provided. Representatives of the Union and the City shall, within seven (7) calendar days after notice of an appeal to arbitration is submitted, confer, either in person or by telephone, to attempt to agree upon a neutral, third party arbitrator. If no agreement upon an arbitrator is reached, the parties shall submit a request for a panel of five (5) arbitrators to the Illinois State Labor Relations Board jointly, or the Union may submit a request unilaterally. Either party may reject one (1) arbitration panel and request another panel. Upon receipt of an acceptable arbitration panel, the parties shall alternately strike from the panel until one person remains, with the party who requested that panel striking first. The remaining panel member shall be notified jointly by the parties of his selection to serve as Arbitrator and requested to schedule a hearing on a date when the parties are available. Hearings shall be held at the City of Pekin unless otherwise agreed. The Employer and the Union shall have the right to request the Arbitrator to require the presence of witnesses and/or documents.

Each party shall bear the expense of its witnesses. The fees and expense of the arbitrator together with the cost of the hearing facilities, if any, shall be shared equally by the parties. Where either party request the hearing be transcribed, the party requesting the transcript shall pay for the cost of transcription unless the other party intends to use the hearing transcript, in which case the parties shall share the cost equally.

The Arbitrator's power and authority shall be confined to consideration of the grievance(s) submitted, and to interpretation and application of the express terms of this Agreement. The Arbitrator shall have no authority to amend, modify, nullify, ignore, imply, add to or subtract from the express provisions of this Agreement. In resolution of any grievance resulting in any retroactive adjustment(s), any wage or economic adjustment(s) shall be limited to a maximum of fifteen (15) calendar days prior to the date of submission of the grievance. Subject to the foregoing, the decision of the Arbitrator, which shall be rendered within sixty (60) calendar days after proceedings are closed, shall be final and binding upon the Employer, the Union, and any employee(s) involved.

Section 7: Time Limitations. No grievance shall be valid unless submitted within fourteen (14) calendar days of the occurrence or notice of the occurrence of the event raised by the grievance. A grievance may be withdrawn at any step of the grievance procedure without precedent or prejudice on written notice of the withdrawal. Grievances not appealed within the time limitations for appeal shall be deemed to have been withdrawn with prejudice. The time limitations at each step may be extended by the Employer and the Union, provided the extension shall be in writing and signed by representatives of each party.

Section 8: Investigation. Union stewards shall be permitted reasonable time at the beginning or the end of the work day without loss of pay to investigate established grievances on the Employer's property upon proper notice to the responsible department head.

Section 9: No Strike - No Lockout. Pursuant to Section 8 of the Illinois Public Labor Relations Act, the parties here to agree that there shall be no strike(s) for the duration of this Agreement. Employees covered by this Agreement shall not be locked out as a result of a labor dispute during the term of this Agreement.

## **ARTICLE 4**

### **DISCIPLINE AND DISCHARGE**

Section 1: Definition. Employer agrees with the tenets of corrective and progressive discipline. Disciplinary action shall include the following:

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

Before an employee can be suspended under provisions of this Section 1, the employee

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

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

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

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

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

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

## **ARTICLE 5**

### **COMPLETE AGREEMENT**

Section 1: Except as authorized by this Agreement the employer shall not enter into any contract or agreement with any bargaining unit employee(s), individually or collectively, which conflicts in any way with the provisions of this Agreement. Any agreement entered into in violation of the foregoing provision shall be void and without force and effect.

Section 2: Sponsorship. The employer shall not sponsor or promote, financially or otherwise, any group or labor organization, for the purpose of underlining the Union. The foregoing shall not be interpreted as an assignment of any work to any union. or as a basis for any jurisdictional claim to any work.



## **ARTICLE 6**

### **SCOPE AND TERM OF AGREEMENT**

Section 1: Term. This Agreement, when approved and signed by the appropriate authorities for an on behalf of the City and the Union, shall be in full force and effect from May 1, 2020 to and including April 30, 2024, and shall thereafter continue in full force and effect for successive periods of one (1) year unless written notice of the desire to terminate or modify this Agreement is served by either party upon the other not less than sixty (60) days prior to the date of termination.

Section 2: Modification. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but desire to negotiate changes or revisions in the Agreement, either party may serve upon the other a notice, at least sixty (60) calendar days prior to April 30, 2024 or April 30 of any subsequent year, that such party desires to revise terms or conditions of the Agreement.

Section 3: This Agreement shall apply only to the employees of the City of Pekin who are members of Local 627 of the Teamsters Union and working in the Street Department of the City of Pekin, Illinois.

## **ARTICLE 7**

### **JOB VACANCY**

Section 1: Job Openings. Where an existing or a new job within the bargaining unit becomes vacant, and the City decides to refill or fill it, the City may elect to fill the vacancy by promotion, reassignment or transfer, or employment of a new hire.

Section 2: Notice. Where a job within the bargaining unit is vacant and the City intends to fill the vacancy, notice of the vacancy with a description of the job shall be filed with the Personnel Department and posted at the location where the employees report to work for a period of at least one (1) week. Present regular full and part-time employees may submit a statement of interest in the vacant position to the department head where the vacant job exists within ten (10) calendar days of the date of posting shown on the notice.

Section 3: Filling Vacancies. Except as specified elsewhere in this Article, the City shall evaluate the qualification and ability to perform the job duties, as measured by physical ability, prior education, training. Experience, skill and demonstrated work habits, of those employees and/or outside applicants seeking the vacant position. Where two (2) or more employees or applicants possess equal qualification and ability for the vacant position, the employee possessing the greatest seniority in his or her present classification shall be offered the vacant position. For these purposes, full-time employees shall be considered senior to part-time employees, provided they have completed their initial probationary period. Employees successfully bidding for another position shall be subject to the evaluation period specified in

Article 19, Section 1 of this Agreement.

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

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

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

## **ARTICLE 8** **SENIORITY**

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

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

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

- (a) Resigns or quits
- (b) Retires
- (c) Is discharged (unless returned to work through the grievance procedure or by legal decision)

- (d) is absent without notification for three (3) consecutive work days, except where the employee's failure to provide proper notice and reasons for absence is beyond the employee's control
- (e) fails to return to work at the end of a scheduled vacation or authorized leave of absence
- (f) fails to report for work within fourteen (14) calendar days after notice of recall from layoff is made by certified letter to the employee's last known address with verification of delivery
- (g) is absent from work for any reason, including layoff, for a period equal to the lesser of the employee's seniority at the time the absence began, or three years.

In the event of an employee is absent due to sickness or injury which occurred either on-or off the job, he/she shall continue to accrue seniority during the period of absence. The City agrees it will continue the employee's health coverage, subject to the employee's payment of the applicable portion of the premium for the lesser of the employee's seniority at the time the absence began, or eighteen (18) months.

Section 3: No provision under this Article 8 shall be construed to apply to seniority rights upon a vacancy occurring in the position of foreman: and such position may be filled by the City without any reference to seniority rights, provided that it is filled from within the employees covered by this Agreement.

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

## **ARTICLE 9**

### **PAY DAY**

Section 1: The City agrees to pay the employees on a bi-weekly basis every other Friday. Effective April 1, 2009, all new employees will be paid by Direct Deposit.

## **ARTICLE 10**

## RATES OF PAY

Section 1: The schedule of hourly rates of pay for employees in the Street Department during the term of this Agreement shall be as follows:

|                    | 5/1/2020 | 5/1/2021 | 5/1/2022 | 5/1/2023 |
|--------------------|----------|----------|----------|----------|
| Working Leadman    | 32.98    | 33.64    | 34.48    | 35.34    |
| Maintenance Worker |          |          |          |          |
| 90% rate           | 28.24    | 28.81    | 29.53    | 30.27    |
| 100% rate          | 31.38    | 32.01    | 32.81    | 33.63    |
| Students           | 9.80     | 9.80     | 9.80     | 9.80     |

New employees hired during the term of this Agreement will be paid at the 90% rate for one year from date of hire.

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

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

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

## ARTICLE 11 HOURS OF WORK, OVERTIME, CALL-INS

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

Section 2: Dispatch of Call-Ins shall be by the Superintendent or his designee.

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

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

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

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

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

Section 7: Upon one week's notice and upon mutual agreement between the City and the Union (Employees will be decided by majority's vote), the City may change the work week to be arranged in four (4) consecutive 10 hour days scheduling all employees Monday through Thursday or 1/2 of the employees Monday through Thursday and 1/2 of the employee Tuesday through Friday. (In such event selection of shift shall be determined by seniority). In the event the parties agree to a 4 - 10 hour day schedule, then 10 hours shall constitute a day's work. Monday through Thursday or, if applicable, Monday through Thursday and Tuesday through Friday with all hours worked after 10 hours per day paid at 1 1/2 times the hourly rate of pay, all hours after 40 hours per week will be paid 1 1/2 times, all hours worked outside of an employee's work week shall be paid at 1 1/2 times. Sick leave, vacation time, and funeral leave when taken during a week when 4 - 10 hours worked shall be paid at 10 hours not 8 hours.

Section 8: Lunch Period. All employees required to work through their designated

lunch period shall be paid time and one-half for the lunch period. Street Department lunch periods shall be from 11:30 a.m. to 12:00 noon.

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

## **ARTICLE 12** **HOLIDAYS**

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

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

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

For J.U.L.I.E. call-outs on the actual holiday, employees shall be paid two (2) times the regular hourly rate, with a minimum of five (5) hours at double time or ten (10) hours, in addition to holiday pay. For J.U.L.I.E. callouts on the date of Observance that is not the actual Holiday, pay shall be in accordance with the call out provisions of Article 11, Section 2.

## **ARTICLE 13** **VACATIONS**

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

A. Employees who have completed one (1) year of continuous service on January 1 of



the current calendar year during the term of this Agreement shall be eligible for two (2) weeks of vacation with pay at the employee's regular rate per hour.

- B. Employees who have five (5) years of continuous service on January 1 of the current calendar year during the term of this Agreement shall be eligible for three (3) weeks of vacation with pay at the employee's regular rate per hour.
- C. Employees who have completed ten (10) years of continuous service on January 1 of the current calendar year during the term of this Agreement shall be eligible for four (4) weeks of vacation with pay at the employee's regular rate per hour.
- D. Prior to March 31, 2020, employees who have completed fifteen (15) years of continuous service, on January 1 of the current calendar year during the term of this Agreement shall be eligible for five (5) weeks of vacation with pay at the employee's regular rate per hour.

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

Section 2: Vacation time may be scheduled at any time between January 1 and December 31 of the calendar year, subject to the needs of the City and the approval of the department head. Each employee shall be credited with his vacation time for the completed years of service which he possesses on January 1 for that calendar year. Where the employee does not possess one (1) year of completed service on January 1 of the calendar year, the employee, upon completion of one full year of service with the City, shall be eligible for one (1) week of vacation time during the remainder of that calendar year. Where under the vacation schedule, an employee would become eligible for an additional week of vacation time because of his/her years of service (i.e. after five years or ten years) after the start of the calendar year on January 1, the employee shall be eligible for the additional week of vacation time during the remainder of calendar year after his anniversary date. If, at the anniversary date, there are less than 45 days left in the calendar year, then for that individual, the additional vacation time shall be extended for a ninety (90) day period beyond December 31.

Prior to April 1 of each calendar year, employees shall be entitled to schedule their vacation time in order of their department seniority. After April 1, vacation time may be scheduled at any available time, but more senior employees may not bump any less senior employee who previously scheduled his/her vacation time. The department head shall retain the right to determine the appropriate number of employees who may schedule vacation time during any particular period in order to insure adequate staffing provided employees are not denied vacation for arbitrary or capricious reasons. Further employees scheduling a weeks' vacation shall give at least one weeks' notice in writing, and for vacations of less than one (1) weeks duration forty-eight (48) hours' notice shall be given. Said notice is for the purpose of scheduling and isn't used to deny vacation. The City agrees to permit more than one employee to be on vacation at a time during the specified period provided it does not interfere with the efficient operation of the City. During the months of December and January at least one employee will be allowed off at a time for vacation. However, provided that the notice provisions as described herein are adhered to, two (2) employees will be

allowed off at a time in December and January. Vacation time requested without the appropriate notice may only be taken upon mutual agreement between the employee and the department head. Vacation time shall not be scheduled for periods of less than one calendar week without the approval of the department head, provided that employees eligible for more than two (2) week' s vacation time may schedule their third week in one (1) day increments and the fourth week in one-half (1 1/2) day increments. If mutually agreed between the employee and the department head, employees may take more of their vacation in increments than allowed above. Any vacation time not scheduled and used by December 31, shall be paid provided that any employee denied the opportunity to schedule all of his vacation time during the calendar year will be allowed to extend the vacation time for a ninety (90) day period beyond December 31.

Section 3: In determining the amount to be paid for said vacation pay, a normal forty (40) hours pay computed on the amount paid to the employee under Article 6 of this Agreement shall be used. The hourly rate of the employee's normal classification shall be used.

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

Section 4: Upon separation from City employment for any reason, any employee eligible for vacation with pay shall be paid the monetary equivalent of any unused vacation benefits he had for that calendar year at his regular wage rate. For each completed week of service within the calendar year in which the employment separation occurs, the employee shall receive one-fifty-second ( 1/52 or .0192 percent) of the annual vacation pay the employee would be eligible to receive that calendar year in the employee's final paycheck. The employee may elect to have this amount deposited into an insurance premium account to pay City of Pekin group health insurance premiums after retirement until the account is diminished; such account shall not bear interest and shall expire upon depletion.

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

## **ARTICLE 14**

### **SICK LEAVE**

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

- (1) During the first year of employment, ten (10) days sick leave.
- (2) During the second year of employment, twelve (12) days sick leave.

- (3) During the third year of employment, fourteen (14) days sick leave.
- (4) During the fourth year of employment, fifteen (15) days sick leave.

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

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

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

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

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

Section 3: It shall be compulsory for an employee who is off sick for three (3) days or more to present a doctor's certificate upon his return to work in order to be entitled to sick leave benefits. Any employee falsifying sickness in order to take advantage of sick leave shall be subject to discharge.

Section 4: Upon retirement under IMRF, up to a maximum of 240 sick days (1,920 hours) can be used to extend IMRF service credit for up to one (1) year, except that employees hired or entering IMRF after the effective date of changes in IMRF (July 1, 2014) shall be allowed up to a maximum of 120 sick days (960 hours) to be used for IMRF service credit, or for an employee hired before January 1, 2018, used to pay for City of Pekin group insurance premiums.

If he or she was hired prior to January 1, 2018, an employee's sick leave balance at retirement shall be computed at their current hourly rate and placed in a City of Pekin account,

which shall not bear interest and shall expire upon the depletion of sick leave value placed therein. The value of this computation may be used exclusively to pay for City of Pekin group health insurance premiums, where and to the extent the days are not used to purchase additional IMRF service credit. Upon the death of a retiree who was hired before January 1, 2018, and who was using his sick time monies to pay for health insurance, his spouse shall be entitled to use the balance of any sick time monies to pay for her health insurance premiums under the City of Pekin group health insurance until the monies are exhausted.

## **ARTICLE 15**

### **HEALTH AND WELFARE**

**Section 1:** Health Care Coverage. During the term of this Agreement, the City shall continue to make available to regular, full-time employees and their eligible dependents, health care benefits that provide substantially similar benefits to those shown in the attached schedule of benefits, Attachment A, the same as in effect the first 3 years of this agreement. Claims for individual benefits shall be submitted pursuant to and determined in accordance with, the provisions of the Employee Health Benefit Plan in effect, and shall not be subject to the grievance and arbitration procedure of this Agreement.

**Section 2:** Health Care Cost.

Employee Participation Rates (per month): Employees shall contribute the following towards their insurance premium

|                            | <b><u>10/1/20 (Unchanged<br/>from 2019)</u></b> | <b><u>10/1/21</u></b>                         | <b><u>10/1/22</u></b>                       | <b><u>10/1/23</u></b>                       |
|----------------------------|-------------------------------------------------|-----------------------------------------------|---------------------------------------------|---------------------------------------------|
| <b>Employee</b>            | 10.5% of total monthly premium up to \$102.20   | 10.5% of total monthly premium up to \$112.93 | 12% of total monthly premium up to \$126.48 | 12% of total monthly premium up to \$141.66 |
| <b>Employee and Spouse</b> | 10.5% of total monthly premium up to \$198.27   | 10.5% of total monthly premium up to \$219.09 | 12% of total monthly premium up to \$245.38 | 12% of total monthly premium up to \$274.83 |
| <b>Employee and Child</b>  | 10.5% of total monthly premium up to \$135.06   | 10.5% of total monthly premium up to \$149.24 | 12% of total monthly premium up to \$167.15 | 12% of total monthly premium up to \$187.21 |
| <b>Family</b>              | 10.5% of total monthly premium up to \$284.89   | 10.5% of total monthly premium up to \$314.80 | 12% of total monthly premium up to \$352.58 | 12% of total monthly premium up to \$394.89 |

**Section 3:** Life Insurance. During the term of this Agreement, the City will provide a group term life insurance policy for regular, full-time employees. The City shall retain the right

to select the insurance carrier, or to change carriers where it determines it to be appropriate, provided it shall not reduce the death benefit in effect on the date of this Agreement.

Section 4: Retiree Insurance. Individuals who have retired or who retire from the City's employment, may elect to continue to participate in the City's health insurance plan where the retired individual has such right under the Illinois Insurance or Pension Code(s), but such retired individual shall be responsible for the entire premium cost for the coverage they elect. Any retiree (after April 1, 2009) who had been hired prior to January 1, 2018, shall be able to continue insurance in the applicable category (Employee, Family, etc.) and will share equally the applicable monthly rate with the City (the Employee pays 50% and the City 50%) until the employee reaches 65 years of age.

Section 5: Vision Care. When the City adopts a Vision Care Policy; it will be applicable to this Agreement.

Section 6: Illinois Municipal Retirement Fund. During the term of this Agreement, qualifying employees covered by this Agreement, shall participate in the Illinois Municipal Retirement Fund (IMRF) in accordance with and subject to the provisions within the Illinois Pension Code governing the IMRF, and the applicable rules and regulations related thereto. During the term of this Agreement, the City agrees to continue the election of a minimum one-thousand (1,000) hours per year standard for participation in the IMRF so long as that option remains available under the IMRF program.

Section 7: If an employee is absent due to an on the job injury or illness that employer shall continue to pay the required contributions as long as that employee is unable to return to full time employment as the result of the on the job injury. If an employee is absent due to an off the job injury or illness that employer shall continue to pay the required contributions for a period of eighteen (18) months.

Section 8: Employees and Retirees receiving insurance hereunder shall notify the Employer if they, their spouse, or dependent(s) is/are eligible for insurance through their spouse's employer, or through other available coverage. Employees or Retirees with such availability shall, at the earliest opportunity, but no later than the next open enrollment, obtain insurance coverage for themselves, their spouse, or dependent(s), as applicable, through such coverage and to the greatest extent possible.

## **ARTICLE 16**

### **LEAVES OF ABSENCE**

Section 1: When any part of the City's operation is either sold, transferred or subcontracted, those employees affected shall be entitled to one (1) week severance pay for each year of employment with the City at forty (40) hours pay for each week at the applicable hourly rate.

Section 2: Family and Military Leave. See FMLA and Military Leave under FMLA



attachment. Full context of law is available in the Personnel Office.

Section 3: Educational Leave. An employee interested in further professional training may obtain an educational leave without pay for up to 12 months in duration. Such leave shall require recommendation by the employee's department head, and approval by the City Manager, based on the employee's plan of education course work and an explanation of how such education will be of benefit to his/her City employment. Employees granted an educational leave shall be prohibited from accepting any employment while on leave without prior approval of the department head and the City Manager and shall be deemed to have voluntarily terminated employment with the City where they fail to comply with this limitation. Employees granted educational leave shall be reinstated to the position vacated if it exists, or if it does not, to a position to which he is contractually entitled. The employee shall retain his seniority during the educational leave, but shall not accrue any economic benefits under this Agreement during the leave period.

Section 4: Educational Time Off/Tuition Reimbursement. An employee may apply for, and the responsible department head or the City Manager may approve, limited time off, with or without pay, for the employee to attend classes or receive training where the classes or training are found by the City Manager to be beneficial to the City per the City of Pekin Tuition Reimbursement Policy. The City may agree to assume the full the cost of professional training pursuant to the City's Tuition Reimbursement Program

Section 5: Funeral Leave. In the event of the death of a member of the employee's immediate family spouse, civil union partner, mother, father, mother-in-law, father-in-law, grandparents, grandparents-in-law, children, brother, sister, brother-in-law, sister-in-law, or grandchildren or any relative which the employee resides, a regular employee shall be granted up to three (3) days funeral leave with pay. Step relatives with the same relationship as above shall also be included. Employees shall be entitled to two weeks paid bereavement leave in the event of child's death, subject to the terms and requirements of the Illinois Child Bereavement Leave Act.

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

Section 7: Disability Leave.

- A. If an employee becomes ill or is injured in the performance of duty, he/she must report such occupational illness or injury immediately to his/her supervisor. The employee is to then see the City physician immediately, if it is not an emergency. However, in case of actual emergency, the employee should go to the nearest available clinic emergency room (or hospital emergency room after hours or during regular hours if warranted) for treatment and promptly notify the Personnel Office and the department head of the action taken.
- B. If an employee becomes sick or injured on the job and is temporarily disabled from performing his/her duty, and the disability persists for one (1) month or more, the



employee may be eligible to receive disability benefits under the Illinois Municipal Retirement Fund.

- C. Where an employee documents the necessity for a continued absence from work for an illness or injury, whether occurring on the job or not, the employee will be placed on a leave of absence status from the service of the City once any sick leave benefits available to the employee are exhausted. The leave shall be without pay, and shall not extend beyond the period provided in Article 8. Section 2 "Termination", after which the employment relationship shall terminate. Health insurance coverage under the City's plan shall continue for the lesser of the employee's length of service or eighteen (18) months after which the employee will be responsible for the cost of continuation coverage, if it is available.
- D. All employees requesting injury leave shall be required to obtain and submit a statement from a physician confirming the nature and extent of their work-connected illness, injury, or disability, certifying that their absence from work is required because of the illness, injury or disability, and indicating whether or not and to what extent they might return to work and to whatever extent and conditions. The City shall have the right to verify said statement by a physician of the City's choosing at the City's expense. In case of disagreement between physicians, a third physician may be retained as a binding arbitrator, the costs of which will be split equally between the City and the employee or the Union, if so requested by the Union.

## **ARTICLE 17**

### **GENERAL PROVISIONS**

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

Section 2: Physical Examinations. Where the City requires any employee to have any physical examination(s) or test(s), including any testing for Sleep Apnea as required by the Medical Practitioner selected by the City, the City shall pay the full cost of the examinations(s) or test(s) when conducted by a medical practitioner selected by the City. Where the employee is granted the option to utilize his/her personal physician, the City will reimburse the employee up to the amount it would pay if the exam(s) or test(s) were done by the City's medical practitioner. Physical exams or tests scheduled by the City during the employee's scheduled work hours shall not result in any loss of pay.

Section 3: Special Licenses. Where an employee is required to have an operator's

license or permit, beyond an Illinois driver's license, as a condition of his or her job, the City will reimburse the employee for the cost of such special license or permit, less the cost which the employee would pay for a regular driver's license.

Where an employee is required to have a valid driver's license or special operator's license or permit as a condition of his or her job, any employee whose driver's license, or special operator's license or permit is suspended or revoked shall be suspended without pay pending reinstatement, up to a maximum of eighteen (18) months, after which the employee shall be terminated. It is solely the employee's responsibility to keep any license or permit current.

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

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

1. Hotel accommodations if required by the nature of the meeting or the distance from the City, but then only in moderate to economically priced hotels: such accommodations will be paid in the conference hotel if the employee stays in that hotel. No additional charges may be billed to the City as part of the hotel bill other than direct City expenses (thereby eliminating charges for personal phone calls, movies, cleaning, etc., provided an employee may make one personal phone call to his or her home where he is required to stay overnight at City expenses subject to a maximum charge of four (4) dollars). Except in unusual circumstances, hotel accommodations shall be made in advance and approved by the department head and Finance Department.
2. Meals required by the duration of the meeting and the travel, according to current IRS per diem rates excluding any alcoholic beverages. Receipts for meals are required.
3. Mileage costs, limited to the mileage reimburse rate for that particular year authorized by the Internal Revenue Service. Airplane, bus or train fares directly to and from the destination: car rental expenses at the destination, but only if unusual situations so required; taxi or limousine expenses may also be reimbursed, but shall normally be requested and approved in advance. No such expenses shall be reimbursed without first having received a receipt for each expense. Travel advances may be made, by approval of the responsible department head, to cover

estimated expenses of the travel: reconciliation of the advance with the actual expense receipts shall take place within 30 days after the travel is completed, by submittal to the responsible department head and the Finance Department of the accounting of travel expenses. Accounting of travel expenses shall in all cases be made on a form supplied by the Finance Department. If account is not reconciled within 30 days, the employee may be required to reimburse the City for any and all expenses.

Section 6: Conditions. As a condition of employment, each employee must:

- (a) Meet all driver certification and other requirement prescribed by the State of Illinois;
- (b) be medically capable of performing the required work, free from the presence of illegal drugs in the body, (as defined in the attached drug policy) and not engage in the use or abuse of alcohol when reporting for. or during work or have a blood alcohol concentration greater than .04 percent , or as stated in State of Illinois laws and regulations for commercial driver's license, while on duty;
- (c) Observe all laws regulating the safe, lawful operation of a motorized vehicle while operating any car, truck, bus, or other motorized vehicle as part of the employee's job duties for the Employer.

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

Section 8: Employees are required to complete additional medical examinations, including drug and alcohol testing, as directed by the Employer. The Employer shall select the doctor or medical facility. The Employer shall, based upon medical examination, including tests for drugs or alcohol, determine whether or not an employee is; complying with the requirements of Section 6(b) above. Any decision not to continue an employee's employment for medical reasons or for failure to comply with Section 6 above, may be challenged in the grievance procedure, commencing at Step 2, subject to the determination whether the Employer's decision the employee has failed to comply with Section 6 above has a reasonable basis in fact. In the event of a disagreement remedy will be as described in Article 16, Section 8 (d).

Section 9: Rain Gear. The City agrees to furnish rain gear for all City employees and to replace such rain gear once during each calendar year if needed. Prior to such replacement, the

employee's existing rain gear should be turned in to his foreman for inspection and verification of the need for replacement.

Section 10: Boot and Clothing Allotment. The City shall pay full time employees covered by this Agreement for the purchase of safety boots and resoling of boots every contract year 250.00 each year. The City shall pay full time employees covered by this Agreement for the purchase of clothing \$250 each year of the agreement beginning December 1, 2020 payable on a separate check from regular pay.

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

## **ARTICLE 18**

### **SAFETY**

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

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

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

## **ARTICLE 19**

### **EMPLOYEES**

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

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

Section 2: Residency. Residency boundaries for employees covered under this Agreement shall be as follows: Within 10 miles of the corporate limits of the City of Pekin. Newly hired employees who do not reside within 10 miles of the corporate limits of the City of Pekin may have up to twelve (12) months from the end of their introductory period to establish residency per the Employee Handbook. Existing employees as of the date of this agreement shall be grandfathered at their current residence

## **ARTICLE 20** **PERSONNEL**

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

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

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

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

## **ARTICLE 21** **UNION BUSINESS**

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

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

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

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

## **ARTICLE 22**

### **SEPARABILITY AND SAVINGS CLAUSE**

Section 1: Separability. If any article or section of this Agreement or any riders thereto should be held invalid by operation of Law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any riders thereto or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 2: Savings. In the event that any article or section is held invalid by enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

## **ARTICLE 23**

### **SALE OF ASSETS**

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



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

THIS AGREEMENT shall be binding upon the successors or assigns of the parties hereto.

City of Pekin

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk

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

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

## ATTACHMENT - LETTER OF UNDERSTANDING

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

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

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

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

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

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

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

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

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

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

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

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

City of Pekin, Illinois

By \_\_\_\_\_

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

By \_\_\_\_\_

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

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

Where co insurance is listed it is assumed that deductible is paid first

| Category                                                              | Description                                                                                                                                                                                                         | In Network<br>You Pay                                                                        | Out of Network<br>You Pay |
|-----------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|---------------------------|
| Preventative Care                                                     | Routine Preventive Care office visits                                                                                                                                                                               | \$0                                                                                          | Not covered               |
|                                                                       | Preventive lab and x-ray                                                                                                                                                                                            | \$0                                                                                          | Not covered               |
|                                                                       | Pap smear and mammogram                                                                                                                                                                                             | \$0                                                                                          | Not covered               |
|                                                                       | Prostate screening                                                                                                                                                                                                  | \$0                                                                                          | Not covered               |
|                                                                       | Routine Immunizations                                                                                                                                                                                               | \$0                                                                                          | Not covered               |
| Physician Services                                                    | Office visits- evaluation and management services                                                                                                                                                                   | \$20 co pay - deductible does not apply                                                      | 30% co insurance          |
|                                                                       | Diagnostic procedures and diagnostic therapeutics                                                                                                                                                                   | 20% co insurance                                                                             | 30% co insurance          |
|                                                                       | Diagnostic lab                                                                                                                                                                                                      | 20% co insurance                                                                             |                           |
|                                                                       | Quest Lab Card - Voluntary program when submitted through Quest.                                                                                                                                                    | 0% co insurance - deductible does not apply                                                  | 30% co insurance          |
|                                                                       | Diagnostic imaging                                                                                                                                                                                                  | 20% co insurance                                                                             | 30% co insurance          |
|                                                                       | Accidental Bodily Injury Benefit - seek care within 5 days of injury - first day of treatment only                                                                                                                  | 0% co insurance                                                                              | 10% co insurance          |
| Facility Services                                                     | Inpatient Hospital Stay - Precertification required                                                                                                                                                                 | 0% co insurance                                                                              | 10% co insurance          |
|                                                                       | Inpatient physician and surgeon                                                                                                                                                                                     | 20% co insurance                                                                             | 30% co insurance          |
|                                                                       | Outpatient - Surgery                                                                                                                                                                                                | 0% co insurance                                                                              | 10% co insurance          |
|                                                                       | Ambulatory Surgical Facility                                                                                                                                                                                        | 0% co insurance                                                                              | 10% co insurance          |
|                                                                       | Outpatient Diagnostic lab                                                                                                                                                                                           | 20% co insurance                                                                             | 30% co insurance          |
|                                                                       | Outpatient Diagnostic x-ray                                                                                                                                                                                         | 20% co insurance                                                                             | 30% co insurance          |
|                                                                       | Diagnostic imaging - High Tech (CT/PET scans, MRIs)                                                                                                                                                                 | 20% co insurance                                                                             |                           |
|                                                                       | Unity Point Peoria- Pekin Facilities - A voluntary program when utilized.                                                                                                                                           | 0% co insurance - deductible does not apply                                                  | 30% co insurance          |
|                                                                       | Outpatient Accidental Bodily Injury Benefit - seek care within 5 days of injury - first day of treatment only                                                                                                       | 0% co insurance                                                                              | 10% co insurance          |
|                                                                       | Emergency Room Services/ includes physicians professional fee                                                                                                                                                       | 20% co insurance for Emergency Services/in network deductible                                |                           |
|                                                                       | Urgent Care Facility - evaluation and management services                                                                                                                                                           | 20% co insurance                                                                             | 30% co insurance          |
|                                                                       | Urgent Care Accidental Bodily Injury Benefit - seek care within 5 days of injury - first day of treatment only                                                                                                      | 0% co insurance                                                                              | 10% co insurance          |
| Other Medical Services                                                | Emergency Medical Transportation                                                                                                                                                                                    | 0% co insurance                                                                              |                           |
|                                                                       | Maternity Services - Delivery and all inpatient services                                                                                                                                                            | 0% co insurance                                                                              | 10% co insurance          |
|                                                                       | Maternity Services - Routine Prenatal and Postnatal                                                                                                                                                                 | \$20 co pay for initial visit/deductible waived                                              | 30% co insurance          |
|                                                                       | Therapy - Outpatient Occupational, Speech, Physical (Rehabilitation and Habilitation)                                                                                                                               | 20% co insurance                                                                             | 30% co insurance          |
|                                                                       | Outpatient Cancer Treatment - nuclear therapy, radiation therapy, chemotherapy, x-ray and lab procedures for the treatment of cancer. If treatment is in a doctor's office, a \$20 co pay applies for office visit. | 0% co insurance                                                                              | 10% co insurance          |
|                                                                       | Inpatient Rehabilitation Services - Case Management Prior Authorized recommended.                                                                                                                                   | 20% co insurance                                                                             | 30% co insurance          |
|                                                                       | Chiropractic Treatment/Spinal Manipulation - limited to \$1,000 per person per calendar year                                                                                                                        | 20% co insurance                                                                             | 30% co insurance          |
|                                                                       | Durable Medical Equipment -Case Management Prior Authorized recommended.                                                                                                                                            | 20% co insurance                                                                             | 30% co insurance          |
|                                                                       | Prosthetic - must be medically necessary - Case Management Prior Authorized recommended.                                                                                                                            | 20% co insurance                                                                             | 30% co insurance          |
|                                                                       | Hospice Care - Case Management Prior Authorized recommended.                                                                                                                                                        | 20% co insurance                                                                             | 30% co insurance          |
|                                                                       | Home Health Care -Case Management Prior Authorized recommended..                                                                                                                                                    | 20% co insurance                                                                             | 30% co insurance          |
|                                                                       | Skilled Nursing Facility -Case Management Prior Authorized                                                                                                                                                          | 20% co insurance                                                                             | 30% co insurance          |
|                                                                       | Organ Transplants - Case Management Prior Authorization is required.                                                                                                                                                | Office Visit and Hospital Care Coinsurance apply as described in the Covered Health Expenses |                           |
|                                                                       | Cardiac Rehabilitation Services - Phase I & II only within 6 months of onset with a duration of no more than 3 months.                                                                                              | 20% co insurance                                                                             | 30% co insurance          |
|                                                                       | Injectable Medication when administered in physicians office - Case Management Prior Authorized recommended.                                                                                                        | 20% co insurance                                                                             | 30% co insurance          |
|                                                                       | Hearing Aid- maximum benefit \$1,000 per ear, \$2,000 total every 36 months.                                                                                                                                        | 0% co insurance                                                                              |                           |
|                                                                       | TMJ - maximum benefit                                                                                                                                                                                               | Not covered                                                                                  | Not covered               |
|                                                                       | Infertility Services                                                                                                                                                                                                | Not covered                                                                                  | Not covered               |
|                                                                       | Bariatric Surgery                                                                                                                                                                                                   | Not covered                                                                                  | Not covered               |
| Mental Health, Chemical and Alcohol Dependency                        | Inpatient Hospital stay - Precertification is required.                                                                                                                                                             | 0% co insurance                                                                              | 10% co insurance          |
|                                                                       | Office visits- evaluation and management services                                                                                                                                                                   | \$20 co pay - deductible does not apply                                                      | 30% co insurance          |
|                                                                       | Outpatient                                                                                                                                                                                                          | 20% co insurance                                                                             | 30% co insurance          |
| Pharmacy                                                              |                                                                                                                                                                                                                     | Generic/ Brand                                                                               |                           |
|                                                                       | Retail - up to 34 day supply                                                                                                                                                                                        | 20% up to \$5/\$10 maximum                                                                   | Not covered               |
|                                                                       | Retail - up to 90 day supply                                                                                                                                                                                        | 20% up to \$10/\$30 maximum                                                                  | Not covered               |
|                                                                       | Mail order - up to 90 day supply                                                                                                                                                                                    | 20% up to \$10/\$30 maximum                                                                  | Not covered               |
| Specialty Drugs - 30 day maximum supply/out of pocket maximum \$1,000 |                                                                                                                                                                                                                     | 20% up to \$200                                                                              |                           |
| <b>Prescription Benefit Program</b>                                   |                                                                                                                                                                                                                     |                                                                                              |                           |
| Your prescription benefit program:                                    |                                                                                                                                                                                                                     | 888-301-0747                                                                                 | Ext: 3281                 |
| View Formulary and to Locate a Pharmacy                               |                                                                                                                                                                                                                     | See your ID card and member material                                                         |                           |
| Customer Service                                                      |                                                                                                                                                                                                                     | See your ID card and member material                                                         |                           |
| Mail Order                                                            |                                                                                                                                                                                                                     | See your ID card and member material                                                         |                           |

**ATTACHMENT A**

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

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

| Plan Type - PPO                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                  | In Network | Out of Network |
|------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------|
| Deductible<br>per Calendar Year                | Individual                                                                                                                                                                                                                                                                                                                                                                                                                                       |            | \$200          |
|                                                | Family                                                                                                                                                                                                                                                                                                                                                                                                                                           |            | \$400          |
|                                                | Deductibles must be met before benefits are paid. Where co insurance is listed it is assumed that deductible is paid first.<br>Deductible amounts accumulate for In and Out of Network benefits.<br>All individual deductible amounts will satisfy the family deductible, but no one participant will be required to pay more than the individual deductible amount.                                                                             |            |                |
| Out of pocket:<br>maximum<br>per Calendar year | Individual                                                                                                                                                                                                                                                                                                                                                                                                                                       |            | \$1,000        |
|                                                | Family                                                                                                                                                                                                                                                                                                                                                                                                                                           |            | \$2,000        |
|                                                | Out of pocket maximum includes: medical co insurance, it does not include medical deductible, office visit copay, prescription drug benefits, hearing aid, and chiropractic benefits coverage. Out of Pocket amounts accumulate for In and Out of Network benefits.<br>All individual out of pocket amounts will satisfy the family out of pocket, but no one participant will be required to pay more than the individual out of pocket amount. |            |                |
| Lifetime Maximum Benefits                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                  | unlimited  | unlimited      |

#### Precertification Requirements

Your plan requires that certain services be precertified. It is your responsibility to call Medical Cost Management (MCM) 888-641-5304 to pre-certify your service or confirm that your service has been precertified, on your behalf, by your medical provider.  
Failure to obtain precertification for your services will result in monetary penalties or exclusion of coverage.

**Services Requiring Precertification include but may not be limited to:**

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

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

following the admission/service.

Please refer to your Health Plan for further details.

#### Case Management

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

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

**Case Management can provide assistance with the following services:**

Durable medical equipment in excess of \$500, IV infusions, injectable medications (i.e. Lovenox, Enbrel, Humira, Avonex, Bystrel, etc.) If administered in the doctors office, home health care, chemotherapy, radiation therapy, transplants, skilled nursing and hospice, insulin pump, ostomy supply, artificial eyes, limbs or larynx, and clinical trials. If you or a family member are faced with a complex or long-term health concern such as cancer, diabetes, amputation, organ transplant, kidney failure/dialysis, or any other serious health issue, our Case Management Services can help you with many of your needs.

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

#### Network

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

|                          |                          |                                                                                                                                             |
|--------------------------|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| First Choice - Methodist | Primary                  | 866-510-2922 or go online to <a href="http://www.unifypoint.org/peoria/fina-a-doctor.aspx">www.unifypoint.org/peoria/fina-a-doctor.aspx</a> |
| HealthLink OA III        | Out side of Primary area | 800-624-2356 or go online to <a href="http://www.healthlink.com/tpf_c.asp">www.healthlink.com/tpf_c.asp</a>                                 |
| PHCS                     |                          | 888-955-7427 or <a href="http://www.groupplansolutions.com">www.groupplansolutions.com</a> ("Member" and "Find A Provider")<br>EDI#37086    |

#### Online Tools

View your claim information securely on line, anywhere, anytime, with Group Plan Solutions at [www.groupplansolutions.com](http://www.groupplansolutions.com)

**To find a Provider**

Go to Member> Select Find a Provider

Click the Find a Provider button

Please reference your ID card to determine your correct network.

**To view Claim Information**

Go to Member> Select Claim Inquiry.

Click the Health Claim/Webed button.

Log In with your user name and password

Still need help? Call us at 888-301-0747

Be sure to check out the other great tools and resources available at [www.groupplansolutions.com](http://www.groupplansolutions.com)

#### Contact Numbers

|                                     |              |                  |
|-------------------------------------|--------------|------------------|
| Group Plan Solutions                | 888-301-0747 | FAX 309-478-2912 |
| Prescription Coverage               | 888-301-0747 | EXT: 2976        |
| Additional ID Cards                 | 888-301-0747 | EXT: 3281        |
| Case Management Prior Authorization | 888-301-0747 | EXT: 3155        |
| Precertification: MCM               | 888-641-5304 |                  |
| PPO Network Questions:              | 888-301-0747 | EXT: 2975        |



CITY OF PEKIN  
CONTROLLED SUBSTANCE AND ALCOHOL TESTING POLICY

I. POLICY STATEMENT

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

II. POLICY

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

A. DEFINITIONS

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

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

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

**CDL:** Commercial Driver's License.

**Employer:** The City of Pekin.

**GC/MS:** Gas Chromatography/Mass Spectrometry Technique.

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

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



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

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

**B. RESPONSIBILITIES**

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

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

**C. PRE-PLACEMENT TESTING**

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

his/her background investigation.

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

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

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

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

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

**D. REASONABLE SUSPICION**

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

influence of alcohol.

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

retained in the employee's file.

|                       | <u>INITIAL DRUG<br/>SCREEN</u> | <u>CONFIRMATION<br/>TEST (GC/MS)</u> |
|-----------------------|--------------------------------|--------------------------------------|
| Amphetamines          | 1000 ng/ml                     | 500 ng/ml                            |
| Barbiturates          | 300 ng/ml                      | 300 ng/ml                            |
| Benzodiazepines       | 300 ng/ml                      | 300 ng/ml                            |
| Cocaine               | 300 ng/ml                      | 150 ng/ml                            |
| Marijuana             | 100 ng/ml                      | 15 ng/ml                             |
| Methadone             | 300 ng/ml                      | 150 ng/ml                            |
| Methaqualone          | 300 ng/ml                      | 300 ng/ml                            |
| Opiates               | 300 ng/ml                      | 300 ng/ml                            |
| Phencyclidine ("PCP") |                                |                                      |
| Emit                  | 75 ng/ml                       |                                      |
| RIA                   | 25 ng/ml                       | 25 ng/ml                             |

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

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



overnight express to the Employer-designated laboratory.

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

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

### III. RANDOM TESTING

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



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

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

#### 1. Alcohol Testing

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

\*\*\*\*\*

#### ALCOHOL TESTING RESULTS

##### \* SCREENING TEST

Less than 0.04 = negative

Greater than or equal to 0.04, confirmed test required

##### \* CONFIRMATION TEST

Less than 0.04 = negative

\*\*\*\*\*

Greater than or equal to 0.04 = violation of the rule

#### 2. Drug Testing

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

#### IV. POST-ACCIDENT/INCIDENT

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

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

1. Fatal Accidents:

Any time the accident involves the loss of human life.

2. Non-Fatal Accidents:

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

V. RETURN-TO-WORK TESTING

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

VI. FOLLOW-UP TESTING

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

VII. EMPLOYEE ASSISTANCE

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

VIII. DISCIPLINARY ACTION FOR POSITIVE TEST RESULTS

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

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

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

IX. TEST RESULTS

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

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

CITY OF PERIN

TEAMSTERS LOCAL UNION NO. 627

BY R. David Alsh

BY [Signature]

DATE 5/24/96

DATE 5/31/96



## REQUEST FOR COUNCIL ACTION

**Agenda Date:** September 14, 2020  
**To:** Council Members  
**From:** Mark Rothert, City Manager

**AGENDA ITEM:** Discussion - Update on CURES Act Reimbursement by State of Illinois

### REQUIRED SIGNATURES

**Finance Department** (Certification of Availability of Funds):

Date:

**City Manager:**

**Mark A. Rothert**

Mark A. Rothert, City Manager

9/9/2020

**Mark A. Rothert**

Mark A. Rothert, City Manager

9/9/2020

Date: