City of Pekin
AGENDA

REGULAR COUNCIL MEETING OF AUGUST 10, 2009
5:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE
Mayor Rusty Dunn

III. ROLL CALL
Clerk to Call the Roll.

IV. APPROVAL OF AGENDA
ACTION: *Motion to approve the meeting agenda.*

VOTE REQUIRED

V. APPROVAL OF MINUTES
ACTION: *Motion to approve minutes of Regular Council Meeting of July 27, 2009.*

VOTE REQUIRED

VI. PUBLIC INPUT ON AGENDA ITEMS
Speakers to state name, address, and spell last name. Questions unrelated to agenda items are accepted during "Public Questions" near the end of the meeting.

VII. CONSENT AGENDA
1. **Receive and File Monthly Reports and Minutes:** Fire Department Report for July, June, and Summary of May

2. **Charitable Solicitation: Pekin Lil' Lettes "Tag Day" September 5, 2009**
   Pekin Amateur Hockey Association "Tag Days" September 18 and 19

ACTION: *Motion to approve all items listed on the Consent Agenda by Omnibus Vote.*

VOTE REQUIRED TO APPROVE CONSENT AGENDA

VIII. COMMUNICATIONS, PETITIONS, REPORTS
1. **Public Works Department Report**
   DESCRIPTION: *Storm Water*

   PRESENTER: *Public Works Director Joe Wuellner*

IX. NEW BUSINESS

1. **Ordinance No. 2592-09/10 – Authorizing Loan Agreement** **(JW)**
   Water Pollution Control Loan Program – Home Rule Entity
   DESCRIPTION: *Water Pollution Control Loan Program for ARRA Projects Wastewater Phase 1 - Home Rule documents, Application, Cover Sheet, Exhibit 3, and Exhibit 5.*

   ACTION: *Motion to adopt the Ordinance.*

   VOTE REQUIRED

2. **Insurance Participation Agreement Teamster Represented Employees** **(DK)**
   DESCRIPTION: *New Central States C-6 Health Insurance Plan for Teamster Represented Employees.*

   ACTION: *Motion to approve the agreement.*

   VOTE REQUIRED

3. **Insurance Participation Agreement Non-Teamster Represented Employees** **(DK)**
   DESCRIPTION: *New Central States C-6 Health Insurance Plan for Non-Teamster Represented Employees.*

   ACTION: *Motion to approve the agreement.*

   VOTE REQUIRED

4. **Articles of Agreement Teamsters, Chauffeurs and Helpers Local Union No. 627** **(DK)**
   General Employee Unit Effective May 1, 2009-April 30, 2014
   DESCRIPTION: *5 Year Contract for Teamster General Employee Unit.*

   ACTION: *Motion to approve the Agreement.*

   VOTE REQUIRED

5. **Articles of Agreement Teamsters, Chauffeurs and Helpers Local Union No. 627** **(DK)**
   Solid Waste Disposal Department Effective April 1, 2009-March 31, 2014
   DESCRIPTION: *5 Year Contract for Teamster Solid Waste Disposal Department Employees.*

   ACTION: *Motion to approve the Agreement.*

   VOTE REQUIRED

6. **Articles of Agreement Teamsters, Chauffeurs and Helpers Local Union No. 627** **(DK)**
   Street Department Effective April 1, 2009-March 31, 2014
   DESCRIPTION: *5 Year Contract for Teamster Street Department Employees.*

   ACTION: *Motion to approve the Agreement.*

   VOTE REQUIRED

7. **Recycling Grant Agreement with Tazewell County** **(GR)**
   DESCRIPTION*: Agreement for the County to provide a grant in the amount of $67,000.00. All Funds to be used in support and connection of the County Recycling Program.*

   ACTION: *Motion to approve the agreement for the grant in the amount of $67,000.00.*

   VOTE REQUIRED

X. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Members
Staff
Public Questions
Press Time

XI. EXECUTIVE SESSION

5 ILCS 120/2 (c) 2. Collective negotiating matters between the public body and its employees or their representatives.

5 ILCS 120/2 (c) 5. The purchase or lease of real property for the use of the public body.

ACTION: *Motion to move to Executive Session.*

VOTE REQUIRED

XII. ADJOURNMENT

With no further action to come before the Council the Mayor declares meeting closed in open session.

NO VOTE REQUIRED

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PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, JULY 27, 2009 AT 5:30 O'CLOCK P.M.
BARBARA STRAND MAYOR PRO TEM PRESIDING

PRESENT: COUNCIL MEMBERS, ABEL, BLANCHARD, KORTKAMP, BARRA, STRAND, AND SCHMIDGALL

ABSENT: MAYOR DUNN

****

Pursuant to Resolution No. 22-07/08 for Mayor Pro tem Procedure adopted November 26, 2007, Council Member Barb Strand by appointment of Resolution No. 4-09/10 led the meeting in the Mayor's absence.

The **Pledge of Allegiance** was led by Mayor Pro Tem Strand.

Roll was called and all Council Members were present except Mayor Dunn.

AGENDA

Motion by Council Member Abel, seconded by Council Member Kortkamp, that the **agenda be approved as presented.** Council Member Blanchard asked for Point of Order to question the Hoyle Bus Assets Purchase Agreement being an item on the New Business Agenda. Attorney Burt Dancey explained that the adoption of the ordinance would complete the purchase as directed by Council at the last meeting for not only the authorization to negotiation an agreement but to enter into a contract. On roll call vote, all present voted Aye.

MINUTES

Motion by Council Member Barra, seconded by Council Member Blanchard, that the **minutes of the Regular City Council Meeting of July 13, 2009 be approved as written.** On roll call vote, all present voted Aye.

CONSENT AGENDA

Motion by Council Member Blanchard, seconded by Council Member Kortkamp, that **the Consent Agenda be approved as presented.** Council Member Blanchard then motioned to move item 3. Receive and File **Letter Supporting High Speed Rail Development to New Business** for discussion and Council Member Kortkamp seconded the motion. On roll call vote, all present voted Aye.

Mayor Pro Tem Strand read presented the following for consideration of the Consent Agenda items by Omnibus Vote.

1. **Receive and File Monthly Reports and Minutes:** Traffic Safety Committee Minutes dated July 2, 2009, Liquor Commission Minutes dated June 11, 2009.

2. **Charitable Solicitation:** "Bike Run Benefit for Dyllon" September 12, 2009
" Benefit for Bradley Alexander Van Lift Fund" Aug. 8, 2009

(moved to New Business **3. Receive and File** Letter Supporting High Speed Rail Development to Governor Quinn

4. **Receive and File** Pekin Public Library 2008-2009 Illinois Public Library Annual Report (IPLAR)

5. **Receive and File** Pekin Zoning Board of Appeals Minutes Dated July 8, 2009

6. **Receive and File** Pekin Planning Commission Minutes Dated July 8, 2009

7. **Receive and File Pekin Planning Commission Hearings and Recommendations:**

   a. Hearing #08-1778-recommends to approve Rezoning of property from B-1 (Local Business District) to B-# (General Business District) on Broadway.

   b. Hearing #08-1779-recommends to approve Special Use for a Veterinary Clinic with outdoor runs for the property on Broadway.

   c. Hearing #08-1780-recommends to approve Site Plan for Veterinary Clinic with Kennels inside for the property on Broadway.

   d. Hearing #08-1781-recommends to approve the following changes to the Code for Signs in a B-2 Zone:
   9-10-8-G adding paragraph 5) Signs, awnings or canopies, only within a B-2 Central Business District. Provided further that the bottoms of signs and valances of any awning or canopy are no less than eight feet (8') above immediate grade and project no closer than two feet (2') from the nearest curb or pavement edge. 9-10-9-B adding paragraph 1) String lights used in connection with business premises for commercial purposes, must be installed and maintained in compliance to the most current adopted building and electrical codes.

   On roll call vote, all present voted Aye.

COMMUNICATIONS, PETITIONS, REPORTS
Pekin Police Department Retirement-
Police Chief Ted Miller presented Lieutenant Carl Powell a City of Pekin watch in recognition of his 29 years of service to the City. Lieutenant Powell's association with law enforcement began as an Explorer in 1971 through Serving in the Auxiliary Police in 1975, to being sworn in as a police officer in 1980. Carl was also active in several community organizations. Best wishes were extended to him in his new position a Chief Deputy Coroner.

Department Report – Pekin Public Library
In a Power Point presentation, Jeff Brooks Director of the Pekin Public Library compared the increased usage of materials checked out, patron door count, and computer usage over the last six months with 2008. He then displayed photos and provided details of the lobby renovation project.

NEW BUSINESS

Public Works Director Joe Wuellner addressed the next three items of business that were interrelated in regards to the request of property owner William Leman Trustee LeTrout Land Trust for rezoning, site plan and special use of property intended as a veterinary clinic. Pekin Planning Commission recommended from hearings the approval of rezoning property east of Veterans Drive on Broadway Road from B-1 (Local Business District) to B-3 General Business District). The clinic would care for cats and dogs and contain inside kennels. Council was informed that the special use was a requirement of having approximately 6 out runs for short term times to clean the inner structure kennels.

ORDINANCE NO. 1568-A177-09/10
PROVIDING FOR THE REZONING CERTAIN PROPERTY
PART OF PIN #05-05-32-400-010
BROADWAY ROAD

Motion by Council Member Kortkamp, seconded by Council Member Barra, that **Ordinance No. 1568-A177-09/10** be adopted. Recommendation of the Pekin Planning Commission to approve the Rezoning Property East of Veterans Drive and North of Broadway Road from B-1 (Local Business District) to B-3 (General Business District). On roll call vote, all present voted Aye

Motion by Council Member Schmidgall, seconded by Council Member Kortkamp, that the **SITE PLAN FOR VETERINARY CLINIC WITH KENNELS INSIDE FOR PROPERTY ON BROADWAY ROAD EAST OF VETERANS DRIVE,** be approved. On roll call vote, all present voted Aye.

Motion by Council Member Abel, seconded by Council Member Barra, that the **SPECIAL USE FOR VETERINARY CLINIC WITH KENNELS OUTSIDE FOR PROPERTY ON BROADWAY ROAD EAST OF VETERANS DRIVE,** be approved. On roll call vote, all present voted Aye.

ORDINANCE NO. 2590-OA-09/10
AMENDING TITLE 9, CHAPTER 10, SECTION 8 G. AND 9-10-9 B.
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING SIGNS AND EXTERIOR LIGHTING

Motion by Council Member Barra, seconded by Council Member Abel, that Ordinance No. 2590-OA-09/10 be adopted. Council Members heard from Public Works Director Joe Wuellner that the change to the Code was a recommendation of the Pekin Planning Commission for restrictions of signs, awnings, canopies in a B-2 Central Business District and string lights use in connection with business premises for commercial purposes. On roll call vote, all present voted Aye.

Motion by Council Member Blanchard, seconded by Council Member Abel, that **ANNUAL PPUATS JOINT FUNDING AGREEMENT FY 2010** in the amount of $11,421.97 be approved. City Manager Dennis Kief strongly recommended the agreement with participating agencies and Tri-County Regional Planning Commission for Peoria/Pekin Urbanized Area Transportation Study annual dues. Mr. Kief indicated there was a long history of lobbying and receiving millions of dollars for State and Federal funding through the association. He named 10 projects from 1986-2009, including Broadway Widening that was worth the membership fee. On roll call vote, all present voted Aye.

RESOLUTION NO. 13-08/09
AN ILLINOIS DEPARTMENT OF TRANSPORTATION RESOLUTION FOR IMPROVEMENT BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE

Motion by Council Member Kortkamp, seconded by Council Member Blanchard, that Resolution No. 13-08/09 appropriating MFT Funds in the amount of $11,421.97 for the PPUATS FY 2010 Agreement be adopted. On roll call vote, all present voted Aye.

Motion by Council Member Schmidgall, seconded by Council Member Kortkamp, that **2008 CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER) FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ENTITLEMENT,** be approved. Community Development Director Pam Anderson reported to Council in a PowerPoint presentation the CAPER and the Action Plan Amendment. She indicated that HUD required a yearly evaluation stating the accomplished goals for the past fiscal year. She explained each of the programs that accomplished goals of decent housing, suitable living environment, and expanded economic opportunities. She also explained the amendments through the year to the Action Plan as a result of the reduction of allocated funds, the reallocation of dollars, and the compliance with stimulus funding. On roll call vote, all present voted Aye.

Motion by Council Member Abel, seconded by Council Member Barra, that **AMENDMENT TO COMMUNITY DEVELOPMENT BLOCK GRANT 2009 ACTION PLAN** be approved. On roll call vote, all present voted Aye.

ORDINANCE NO. 2591-09/10
ACCEPTING AN ASSET PURCHASE AGREEMENT FOR SCHOOL BUSES

Motion by Council Member Barra, seconded by Council Member Abel, that Ordinance No. 2591-09/10 be adopted. Director of Transportation Greg Ranney recommended the expansion of the school bus transportation operation by acquiring the Hoyle School Bus Transportation Company in the amount of $300,000. The City would provide service while keeping the cost down substantially for both school districts and taxpayers. Council Members directed questions to Mr. Ranney, the City Attorney and the Manager regarding the scope of the project, the number, value and age of the buses. Council was informed that there were 47 buses, the City was not purchasing inventory or property, but were assuming the remainder of the school districts contracts beginning with the 2010 school year. Hoyle presently has 40 drivers, 15 monitors and the City employees would be transporting approximately 600 additional students. Startup costs would include assistant for the department, mechanics, and building to maintain vehicles.

Motion by Council Member Blanchard, seconded by Council Member Schmidgall to discuss Letter of Support of high speed passenger rail transportation. On roll call vote, all present voted Aye. City Manager Dennis Kief explained that area Mayors had forwarded a letter to Governor Patrick Quinn as an expression of regional support for the immediate revitalization of the existing Chicago-St. Louis passenger line via Normal and Springfield to 110 mph standards.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Member Abel made note of the success of the weekend Cruise-In sponsored by Pekin Main Street.

Council Member Blanchard:

- expressed concern that the chemicals used from the crop dusting were blowing into residential areas of 5th Street. He asked that staff check into the issue and report back.
- again referred to the amount of robberies in the Southside this summer and requested that Police Chief Ted Miller get more information out to the public on ways to make their home safer when away.
- encouraged the public to contribute to food panties in the community.
- requested that staff listen to the proposal that Steve Hymbaugh had for the purchase of the Dragon's Dome

Council Member Kortkamp announced the details for the appearance of the Wind Symphony Orchestra to the Pekin Riverfront for a free concert on Friday, August 14. Bus shuttled would be provided from the sunken parking lot of Mineral Springs Park.

Council Member Schmidgall:

- in reference to the maze of cone-barricades on Court Street, encouraged the public to add time to their drive due to the State street maintenance project.
- Encouraged staff and Council to work with the Dome proposal.
- Agreed with the request to check into the crop dusting issue.

Public Works Director Joe Wuellner informed the Council and Public that Illinois Department of Transportation reports location of work areas, travel delays, and changes each morning on the radio.

Mayor Pro Tem Strand made an announcement that the City was accepting applications to serve on a new Public Transportation subcommittee of the Mayor's Advisory Committee for Persons with Disabilities. She also shared with Council that she attended an event at Lakeview Museum at which Scott Altman was the speaker.

Jim Mangan, 1200 N. Parkway Drive, read and submitted for filing a prepared statement on Towing / Impound Ordinance. It was Mr. Mangan's opinion that the Ordinance for Seizure of Vehicles was not a deterrent but rather an increase in City revenues. He requested a public referendum on the ordinance question be put on a ballot to the voters.

Steve Hymbaugh, owner of Towerline Speedway, addressed Council on his proposal to merge the speedway activities with the purchase of the Dragon's Dome. His proposal for five million dollars from the City included upgrades to the facility. He petitioned the staff and Council to hear his offer that he originally brought to their attention in May. It was suggested to Mr. Hymbaugh that if he had a business proposal that it should be channeled through staff for presentation to the Council.

Daniel DeHoog, 619 South 12th Street, voiced his concerns that the Ordinance for Seizure and Impoundment of Vehicles was not being rescinded if it did not deter DUIs. Attorney Burt Dancey rebutted Mr. DeHoog's assumption that the police would retaliate if citizens spoke in opposition to the ordinance.

Sherry Vogel, employee of Towerline Speedway urged the Council to consider the purchase proposal of Steve Hymbaugh for the Dragon's Dome.

Pam Hymbaugh, owner of Towerline Speedway indicated that thousands attend the entertainment facility a year. For Council not to consider the loan / purchase proposal would be turning away tourism dollars, necessitating the Dome and the Speedway businesses to close.

No closed session needed.

No further business to come before the Council, Mayor Pro Tem Strand called for a motion to adjourn the meeting. Motion by Council Member Blanchard, seconded by Council Member Kortkamp, that **Council adjourn.** On roll call vote, all present voted Aye.

COUNCIL ADJOURNED AT 7:10 P.M.

Sue E. McMillan
City Clerk

City of Pekin

July 27, 2009

Mr. Dennis Kief
Pekin City Manager
Pekin, IL. 61554

Dear Mr. Kief,

I hereby submit to you the Pekin Fire Department June 2009 report, plus a summary of May 2009.

Charles E. Lauss
Fire Chief
City of Pekin Fire Department

During the month of June 2009, the Pekin Fire Department responded to 330 calls, total dollar loss was $167,250.00.

During the month of June 2009 (approximately 66.86%) were emergency medical calls, 109 were automatic fire alarms, service calls, small hazardous conditions involving no fire, false alarms.

During the month of May 2009, the Pekin Fire Department responded to 335 calls, total dollar loss was $8,300.00.

During the month of May 2009 (approximately 68.86%) were emergency medical calls, 104 were automatic fire alarms, service calls, small hazardous conditions involving no fire, false alarms.

On June 2, 2009 Fire Fighters responded to a working fire at 124 Elizabeth St.. Upon arrival found smoke blowing out the eve's window sills and front door. We had to force entry thru the front door once entry was made we had a hard time locating the fire due to heavy smoke conditions inside. We did a left hand search and eventually found the fire in the kitchen. Once the seat of the fire was knocked down ventilation was started and visibility improved we noticed that the fire seemed to have been concentrated in a pile of rubbish. The second in crew finished off any hot spots and then the I investigation crew took over. Most of the damage was in the front room and the kitchen with some damage still through out the house and into the ceiling. Total dollar loss was approximately $6,000.00.

Charles E. Lauss, *Fire Chief*
3232 Court Street, Pekin, IL 61554 _ Phone (309) 477-2388 _ FAX (309) 346-8792

On July 5, 2009 Fire Fighters responded to a garage fire with vehicle inside at 2103 Dominion. Upon arrival found a fully involved structure with heavy fire conditions. The garage is a detached structure. The first arriving engine company assumed command and reported that the fire was extending to the house, about 20 feet away. The first hoseline was directed at the garage to try to knock it down so that another line could attack the fire at the rear of the home. Entry was made into the front of the home by another crew to check for extension. Fire had started to extend into the attic space via the soffit and overhang. Some of the interior ceiling was removed to check the attic space. The fire was quickly brought under control in the home. Several handlines were needed to extinguish the garage fire, which was a total loss. Ameren-Cilco was called to shut off the gas and to pull the meter. City building inspector Ron Sieh was called to the scene. Due to the heavy fire damage to the garage, the fire investigation was not started by fire department personnel. The homeowner's insurance company arranged for a private investigation company to begin investigation on Monday, June 8. Total dollar loss was approximately $90,000.00.

Exposure 1 was due to extreme temperatures of the garage fire and radiant heat, fire spread to the rear of the home. Fire Fighters used a handline to extinguish most of the fire in the rear and then advanced through the front door to check for extension. The fire was quickly contained in the home. Ceilings were pulled and the soffit material in the rear of the home was pulled down also. Total dollar for this exposure was approximately $30,000.00.

On June 8, 2009 Fire Fighters responded a possible death due to fire at 312 Park Ridge. Upon arrival , met the victim's grandson, at the front door of the residence. I went in to the home through the front door and found the victim lying on the floor. I checked for a pulse and found none, so I went outdoors to call for a police investigator. As other fire units and an AMT ambulance arrived, I denied access into the building until Pekin Police officers arrived. I called for the coroner at this point. No other Pekin Fire Fighters entered the building nor did the ambulance crew. Pekin Police investigators arrived and began their investigation. They questioned the close neighbors and photographed the scene. We did not enter the building until police requested some assistance. We entered the building to begin our fire investigation. I called the Illinois State Fire Marshal's office. We sifted through the rubble with Mr. Oliver along with Pekin Police during the investigation. Nothing has been determined at this point. The investigation is on-going. Total dollar loss was approximately $6,000.00.

On June 9, 2009 Fire Fighters responded to a possible oven fire at 228 Cooper Street. Upon arrival found occupant had extinguished fire with a dry chemical fire extinguisher. We cleared the house of smoke and ensured no further damage. Advised owner needed to have his stove inspected before further use. Total dollar loss was approximately $250.00.

On June 15, 2009 Fire Fighters responded to structure fire at 819 Derby (Uselton Oil Company), called in by Pekin Police Department stating flames present inside the building. Upon arrival no smoke or fire showing on the outside of a single story brick structure. Flames were present inside an office on the west end of the building, front window to the office was broken prior to arrival of police and fire departments. Fire inside the office was confined to a desk top, with extensive signs of fire and heat damage present in the room. 1 ¾" smoothbore attack line used to extinguish the fire through the window, while forcible entry was made through the front door. F3 assumed the role of safety and accountability upon arrival. Crews then entered the office and

Charles E. Lauss, *Fire Chief*
3232 Court Street, Pekin, IL 61554 _ Phone (309) 477-2388 _ FAX (309) 346-8792

determined that the fire had been extinguished, but heavy brown smoke present. Forcible entry was made through a second front entrance to check for fire extension. Positive pressure ventilation used at the west end front entrance, heavy brown smoke started exiting the eaves and east end entrance. Red top hydrant at the S.E corner of Derby and 9th was accessed via 100' of 5" line hand laid to E3. Gas turned off by fire department personnel. F1 and F2 notified, 4 off duty firefighters called in to man a reserve unit. Cilco electric notified and was able to isolate the power to the office that was damaged, Cilco gas locked off the gas meter. Inspection department notified and responded. Fire is currently under investigation by investigator Blessman and the Pekin Police Department investigations division. Total dollar loss was approximately $35,000.00.

Total calls for the month of June was 330 and are as follows:

Fires	16
Rescue and EMS	221
Hazardous Materials	20
Other type of calls	73

Total dollar loss for the month of June was $167.250.00.

Total calls for the month of May was 335 and are as follows:

Fires	15
Rescue and EMS	231
Hazardous Materials	13
Other types of calls	76

Total dollar loss for the month of May was $8,300.00.

Fire Prevention Office

The month of June 2009 was a busy month for the Pekin Fire Department
Several business inspections were performed along with detailed company inspections.

June 1 – Business inspections and filing in the office

June 2- Fire Dept. staff meeting.
JFSI – Intervention Catherine St. house fire

June 3 – Drivers training at Pekin Park.

June 4 – CPR/AED training at Schramm school 300 Cedar St.
1426 Lake St. hearing impaired detector install.

June 8- CPR/AED training at Pekin Park Dist.

June 9- 2220 State St. Fire Sprinkler system test.

Charles E. Lauss, *Fire Chief*
3232 Court Street, Pekin, IL 61554 _ Phone (309) 477-2388 _ FAX (309) 346-8792

June 10 – 1418 James Rd Hearing impaired detector install.
1507 N. Capitol St. Hearing impaired detector install.
American Red Cross Meeting for safety trailer
JFSI – Catherine St. house fire.
Tazewell County Fire Meeting @ Creve Coeur FD.

June 11- Business inspections and filing of new inspections.

June 15 – Life Flight Helicopter Training Pekin Park.
Meeting at City Hall on Hearing impaired detectors.
309 Mechanic St. complaint fire safety hazards.

June 16 – Cub Scout Day Camp Fire Prevention Talks.
Pekin Fire Dept. shift meeting.

June 17- JFSI 900 Catherine St house fire.
1310 Saint Julian smoke detector installation

June 18 – Child Car Seat Install station # 1.
712 Derby St. new business inspection.
Journal Star Reporter here for fireworks article.

June 22 – Fire extinguisher training at Davies Square.
321 Court St. Glassey Properties need knox box.
Wal Mart employee fire extinguisher training.

June 23 – 17 S. 2nd Street Pekin Pawn Shop knox box installation.

June 24 – 2227 Stoneybrook RD – dangerous fire next to building.

June 25 – Review and file inspection of new business inspections.

June 2009 Vehicle Report

Windshield broke on Reserve Engine 3, new one ordered
Ladder 1 blower motor for A/C replaced, rear marker lights fixed
Fire 1 serviced
Fire 2 serviced
Fire 3 serviced
Fire 4 serviced
Fire 5 serviced
Utility 1 serviced
Utility 2 serviced
Utility 3 serviced
Utility 4 serviced
Called in for Rescue 2 breakdown

Fire 2 air charged
Utility 1 air fixed
Tower 3 light replaced, heater diverter valve replaced. New rear tires installed
Rescue 2 throttle repaired, new balljoints, stabilizer shock, and pitman arm replaced

This is a brief overview of June 2009 and May 2009' events from the City of Pekin Fire Department. If you have any questions, please feel free to give me a call.

Respectfully Submitted,

Charles E. Lauss
Fire Chief
City of Pekin

Charles E. Lauss, *Fire Chief*
3232 Court Street, Pekin, IL 61554 _ Phone (309) 477-2388 _ FAX (309) 346-8792

City of Pekin

August 4, 2009

Mr. Dennis Kief
Pekin City Manager
Pekin, IL. 61554

Dear Mr. Kief,

I hereby submit to you the Pekin Fire Department July 2009 report, plus a summary of June 2009.

Charles E. Lauss
Fire Chief
City of Pekin

During the month of July 2009, the Pekin Fire Department responded to 357 calls, total dollar loss was $100,500.00.

During the month of July 2009 (approximately 71.91%) were emergency medical calls, 100 were automatic fire alarms, service calls, small hazardous conditions involving no fire, false alarms.

During the month of June 2009, the Pekin Fire Department responded to 330 calls, total dollar loss was $167,250.00.

During the month of June 2009 (approximately 66.86%) were emergency medical calls, 109 were automatic fire alarms, service calls, small hazardous conditions involving no fire, false alarms.

On July 12, 2009 Fire Fighters responded to smoke coming from the basement and one resident trapped inside at 2702 Pine Street. Upon arrival light smoke was coming from the residence and E2 ordered R2 to extricate pt from the residence and L1 to commit to fire suppression. Pekin P.D. advised that everyone was out of the building,

E2 obtained a primary search of the first and second floor for trapped occupants. F3 arrived on scene and assumed command. Upon exiting the building and finding no entrapment, E2 reassigned R2 to fire suppression through the side door and into the basement. While L1 obtain a secondary line and entered through the front performing a secondary search of the first floor. Tower 3 performed a secondary search of the 2nd floor. The basement windows were broken for horizontal ventilation, while the positive pressure fan was turned on to clear smoke from the structure. R2 found the fire in the basement behind a door that was closed and blocked by a heap of clothes piled in front of the door and hanging down from the ceiling. The fire was confined to a pile of clothing in the corner of the basement three to four feet from the gas water heater. The fire was extinguished, and point of origin was not located. Red Cross was notified along with the city inspector. Cilco locked out the electric and gas meters. The scene was cleared after a final walk through that made sure the fire was out and there were no other sources of ignition. No working fire detectors in residence. Total dollar loss was approximately $500.00.

On July 15, 2009 Fire Fighters responded to a fire at a car wash at 1401 N. 8th. Street. Upon arrival E2 made an initial size up of heavy smoke showing. E2 stretched a 1 ¾" line to the back of the structure where R2 made an interior attack of the mechanical room. A second 1 ¾" line was stretched to the front of the structure as a safety line. E3 arrived on scene and secured the hydrant while Tower 3 extinguished fire on the exterior of the structure. During the course of exterior extinguishment Capt. Barth received and inhalation injury and was transported by Capt. Barr in Fire 3 to PMH. Prior to our arrival a 55 gallon methanol drum had tipped over and started the fire, PFD was unaware of origin of fire until the injured civilian owner stated that he was moving the drum and it tipped over creating an explosion that blew him out the door and caused second degree burns to his arms, legs and face. He was transported by AMT to St. Frances and then transferred to the burn unit in Springfield, Il. F3 notified the inspections dept. and the Street Dept. for possible contamination of an unknown amount of product. Cilco arrived on scene and locked out the electrical. The water company arrived on scene and locked out the water. Rick Cox from the street dept. arrived on scene and checked the sewers for contamination. Joe Wuellner arrived on scene and secured the structure. F3 checked on the condition of Capt. Barth at PMH, the ER doctor advised him not to return to work until his next duty day on 7/18/09. Total dollar loss was approximately $100,000.00.

Total calls for the month of July was 357 and are as follows:

Fires	10
Rescue and EMS	257
Hazardous Materials	11
Other types of calls	79

Total dollar loss for the month of July was $100,500.00.

Total calls for the month of June were 330 and are as follows:

Fires	16
Rescue and EMS	221
Hazardous Materials	20
Other types of calls	73

The month of July 2009 was a busy month for the Pekin Fire Department
Several business inspections were performed along with detailed company inspections. 205 company inspections were performed by the Pekin Fire Department.

July 6 Inspection filing and review of the office files .
July 7 Pekin Manor and Estates Fire Hydrant Testing.
July 8 Tazewell County Fire Meeting
Inspections of business.
July 9 Inspection Activities and Follow Ups.
July 13 Hole in the Wall Kitchen Inspection.
July 14 CPR Class at Social Security Office.
2702 Pine St. Apartment fire follow up.
1600 Holiday Dr. children with fireworks fire.
July 15 Grand Victorian Nursing Home Fire Safety Bingo.
Aventine Alcohol Plant Tour of the plant.
1401 N. 8th St Car Wash Fire.
July 16 1401 N. 8th St. Car Wash Fire Follow Up.
220 Reservoir Assist Police Life Safety Issues.
July 20 Rogys Daycare Safety talk for children and E2.
JFSI – 09-0002108 fireworks fire.
July 21 NFPA Code Review Class Ashland House Morton, IL
July 22 NFPA Code Review Class Ashland House Morton, IL
July 23 522 Court St. Fire Extinguisher Inspection
Shift Meeting
JFSI Holiday Hills children with fireworks.
July 27 214 N. 5th St Kitchen Ansull system inspection
1525 S. 2nd St Pekin Paperboard Tour.
Fire Sprinkler Meeting City Hall
July 28 JFSI – 09-0002108 Holiday Hills children with fireworks
July 29 UAW High Rise Evacuation Drill 444. S. Parkway Dr
July 30 Inspection file review and monthly reports.
July 31 3512 Court Associated Bank Adopt a duck public education.

Training Bureau Report

June

CPR - Schramm School Teachers
Company Officer training
Drivers Training
Apparatus Training
CPR - Pekin Park District Counselors
Computer Training
Lifeflight Inservice
Vehicle Backing Practice
Ropes and Knots

Charles E. Lauss, *Fire Chief*
3232 Court Street, Pekin, IL 61554 _ Phone (309) 477-2388 _ FAX (309) 346-8792

Slope Rescue Training
Ladder Training
Aerial Training
Technical Rescue Awareness
Vertical Rescue

July

King Tube EMS Airway Inservice
Apparatus Training
Extrication training of Automobiles
Building Tours
Aventine Plant Tour
Drivers Training
High Rise training

This is a brief overview of July 2009 and June 2009' events from the City of Pekin Fire Department. If you have any questions, please feel free to give me a call.

Respectfully Submitted,

Charles E. Lauss
Fire Chief
City of Pekin

Dear City Council,

The Pekin Lil' Lettes girls 14 and under fast pitch girls softball team is requesting your permission to hold a tag day, that would help support our 2010 season. If granted permission to do so, we would like to have it at the following locations: Both McDonald's on Court, Thornton's and possibily Taco Bell. These businesses are amenable to this fundraiser.(waiting on Taco Bell). We would like to request the date of September 5th, from 9am-3pm at those locations.

Thank you from all the girls, as well as the coaches for your consideration on this matter. We are looking forward to hearing from you.

Sincerely,

Jon Drowns
(Head Coach)
(309)353-1420

Pekin Amateur Hockey Association

Pekin City Council,

Pekin Amateur Hockey Association is asking for your approval this year for our non-for profit organization to hold "Tag Day". We would like to hold our annual tag day on September 18th and 19th.

Monetary donations from the public will be utilized by our organization to provide ice time for our hockey players ranging in ages from 4-14. We appreciate your consideration on this matter.

Pekin Amateur Hockey Association

Trisha Bumbalough
124 Pontiac Road
Marquette Heights IL 61554
309-840-2626

Stormwater Sewers as an Utility

- Stormwater Sewers have been around longer than Sanitary Sewers
- Emphasis was placed on maintaining and monitoring this utility in the Clean Water Act of 1970
- USEPA expects that all levels of state and municipal governments have programs and funding ordinances in place

NPDES Phase II

EPA: Storm Water Phase II:
Final Rule

"Storm water technologies are constantly being improved, and EPA recommends that your requirements be responsive to these changes, developments or improvements in control technologies"

Stormwater Utility

Major Area of Concern

- Erosion Control - During construction
  - Silt fencing, drainage structure protection, track out control > being done at the present time to a limited degree
- Erosion Control – After construction
  - Maintenance of storm lines, ditches, and other waterways > being done only when a problem occurs

Stormwater Utility

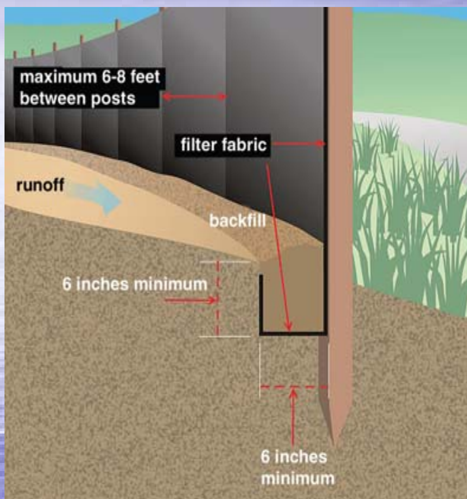
- Stormwater Sewers as an utility have been around longer than Sanitary Sewers
- Emphasis was placed on maintaining and monitoring this utility in the Clean Water Act of 1970
- USEPA expects that all levels of state and municipal governments have programs and funding ordinances in place

Why is Erosion Control Important ?

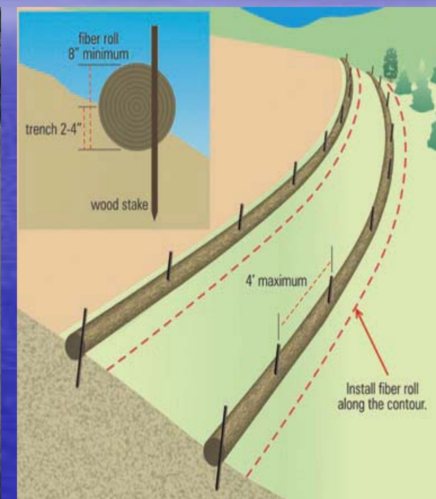
- Reduces runoff and sediment loads to streams, lakes, wetlands and estuaries
- Prevents maintenance problems for the City's storm sewer system
- Prevents Environmental Problems such as water pollution and imparting vegetation

Common Erosion Control Measures

- Silt Fence

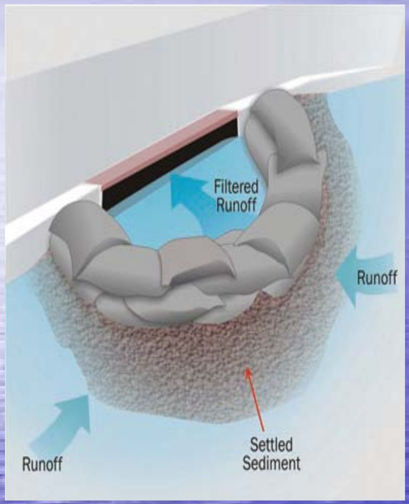


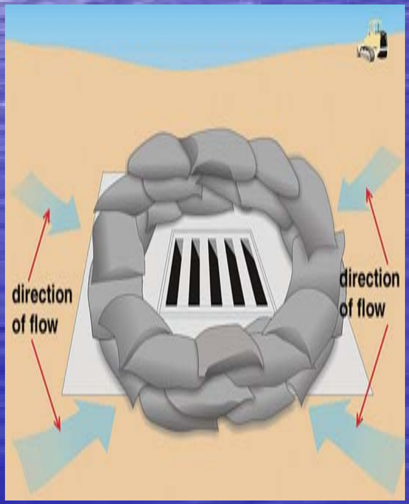
- Filter\Silt Sock and Fiber Roll



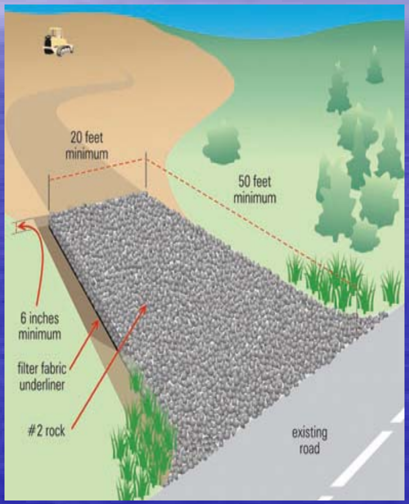
Common Erosion Control Measures

Inlet Protection





Stabilized Construction Entrance



City of Pekin Enforcement

- Erosion Controls must be in place prior to construction
- A city inspector will be out to inspect erosion controls prior to construction, then at least once a week or after it rains
- If a problem is discovered the inspector will call the builder and give them 48 hours to fix the problem. If the problem is not rectified in 48 hours, the inspector will stake a sign on the property telling the builder they have 1 week to fix the problem or face a fine, stoppage of work or both

What Remains to be Addressed ?

- Repair of damaged storm lines & structures

What Remains to be Addressed ?

- Clean & Maintain Ditches and Lakes

What Remains to be Addressed ?

Start Treating Stormwater like Sanitary

- Establish Full Time Crew to perform the work
- Prioritize Goals & Projects
- Establish Funding Mechanism

What Remains to be Addressed ?

Overall, the issue is COMPLIANCE

- Failure to comply can result in
  – Notices of Violation
  – Monetary Fines & Penalties
  – Increased Oversight by Others

QUESTIONS

Ordinance No. 2592-09/10

ORDINANCE AUTHORIZING LOAN AGREEMENT
(WATER POLLUTION CONTROL LOAN PROGRAM – HOME RULE ENTITY)

AN ORDINANCE authorizing the City of Pekin, Tazewell County, Illinois to borrow funds From the Water Pollution Control Loan Program

WHEREAS, the City of Pekin, Tazewell County, Illinois, operates its sewage system ("the System") and in accordance with the provisions of Article VII of the Illinois Constitution and the Local Government Debt Reform Act, 30 ILCS 350/1 et seq. (collectively "the Act"); and

WHEREAS, the Mayor and City Council of the City of Pekin ("the Corporate Authorities) have determined that it is advisable, necessary and in the best interest of the public health, safety, and welfare to improve the System, including the following:

WWTP Phase 1 - new headworks facility, with fine screens and grit removal; influent screw pumps; effluent pump station; sludge processing improvements; and several miscellaneous improvements.

Together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation ("the Project"), all in accordance with the plans and specifications prepared by the consulting engineers of the CITY, which Project has a useful life of 21 years; and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is $9,886,300, and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 365, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in 20 years, which is within the period of useful life of the Project; and

WHEREAS, the costs are expected to be paid for the loan to the CITY from the Water Pollution Control Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid from the revenues of the System and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the CITY is authorized to borrow funds from the Water Pollution Control Loan Program in the aggregate principal amount of $9,200,000 to provide funds to pay the costs of the Project; and

WHEREAS, the loan to the CITY shall be made pursuant to a Loan Agreement, including certain terms and conditions between the CITY and Illinois Environmental Protection Agency;

NOW THEREFORE, be it ordained by the Corporate Authorities of the City of Pekin, Tazewell County, Illinois as follows:

SECTION 1. INCORPORATION OF PREAMBLES

The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them in to this Ordinance by this reference.

SECTION 2. DETERMINATION TO BORROW FUNDS

It is necessary and in the best interests of the CITY to construct the Project for the public health, safety, and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the CITY in the aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed $9,200,000.

SECTION 3. ADDITIONAL ORDINANCES

The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the revenues of the System, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable laws. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the CITY may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the CITY to pay the principal and interest due to the Water Pollution Control Loan Program without the written consent of the Illinois Environmental Protection Agency.

SECTION 4. LOAN NOT INDEBTEDNESS OF CITY

Repayment of the loan to the Illinois Environmental Protection Agency by the CITY pursuant to this Ordinance is to be solely from the revenue derived from the revenues of the System, and the loan does not constitute an indebtedness of the CITY within the meaning of any constitutional or statutory limitation.

SECTION 5. APPLICATION FOR LOAN

The Mayor is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Water Pollution Control Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 365.

SECTION 6. ACCEPTANCE OF LOAN AGREEMENT

The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Water Pollution Control Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

SECTION 7. RESERVE ACCOUNTS

(if the City has outstanding revenue bonds, and the City does not intend on having a revenue bond ordinance in support of this loan, then this SECTION 7 must establish coverage(s) and reserve account(s) identical to the coverage(s) and reserve account(s) in the outstanding senior revenue bond issue(s). The precise language for this SECTION 7, establishing this reserve account for this Ordinance, depends on the coverage(s) and reserve account(s) found in the outstanding senior revenue bond ordinance(s).)

SECTION 8. AUTHORIZATION OF MAYOR TO EXECUTE LOAN AGREEMENT

The Mayor is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the Mayor for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

SECTION 9. SERVERABILITY

If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 10. REPEALER

All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

PASSED by the Corporate Authorities on ________________________, 20____.

APPROVED _________,20____

____
Mayor
City of Pekin
Tazewell County, Illinois

AYES: ______________________
NAYS: ______________________
ABSENT: ____________________
PUBLISHED in the _____________________ on _________________, 20 ____.
RECORDED in the City of Pekin Records on ___________________, 20 _____.

ATTEST:

____
City of Pekin Clerk
City of Pekin
Tazewell County, Illinois

CERTIFICATION

I, _________________, do hereby certify that I am the duly elected, qualified and acting Clerk of the City of Pekin. I do further certify that the above and foregoing, identified as Ordinance Number ___________, is a true, complete and correct copy of an ordinance otherwise identified as Ordinance Authorizing Loan Agreement, passed by the City Council of the City of Pekin on the _______ day of __________, 20_____, and approved by the Mayor of the City of Pekin on the same said date, the original of which is part of the books and records within my control as Clerk of the City of Pekin.

Dated this ________ day of _________, 20_____.

____
Clerk of the City of Pekin

City of Pekin
WWTP #1
IEPA Loan Application
July 2009

Items Required to be completed by City of Pekin

1. *Loan Authorizing Ordinance* needs to be passed (to be attached as Exhibit 1, with signatures and certification). Section 7 needs to be edited and completed by the City
2. Signed legal opinion from attorney – Item #5 of Financial Information Checklist (to be attached as Exhibit 2)
3. Copies of Sewer Use Ordinance and User Charge Ordinance originally approved by City (to be attached as Exhibit 6)
4. Any amendments made to Sewer Use Ordinance and/or Sewer User Charge Ordinance (to be attached as Exhibit 7)
5. Sign where flags indicate signature is needed

Questions/Items to be verified by the City

1. Rate Demonstration Exhibit 5 (with and without ARRA funding):
    a. Verify & confirm operating expenses
    b. Verify "transfers out"

2. Rate Demonstration Exhibit 3 (with and without ARRA funding):
    a. Verify revenue received and operating expenses
    b. Note FY13 & FY14 indicate additional funds required. Identify potential leverage (25% loan coverage contingency in Exhibit 5 or other source of supplemental funds).

Water Pollution Control

Loan Program

Loan Application Form

For ARRA Projects

Applicant Information

L17# 2157

1. Legal Name of Applicant: City of Pekin

2. Applicant Address: 111 S. Capitol St.

Pekin, IL 61554

Project Description: WWTP Phase 1 - new headworks facility, with fine screens and grit removal, influent screw pumps, effluent pump station, sludge processing improvements and several miscellaneous improvements.

Federal Taxpayer Identification Number: 37-6002169

☒ Home Rule ☐ Non-Home Rule

3. Authorized Representative:

Name: Rusty Dunn Title: Mayor

Phone: 309-477-2300 Email: rldunn@ci.pekin.il.us

4. Engineer:

Name: Pat Sheridan Firm: Farnsworth Group, Inc.

Address: 2709 McGraw Drive Phone: 309-663-8435

Bloomington, IL 61704 Email: psheridan@f-w.com

5. Attorney:

Name: Burt Dancey Firm: Elliff, Keyser, Oberle and Dancey, PC

Address: 109 S. Fourth St. Phone: 309-346-4148

Pekin, IL 61554 Email: liz1@grics.net

6. Include detailed construction cost estimate in bid format as part of this application and summarize below:

Construction	$8,288,000
	$
	$
Legal/Financial	$
Design Engineering	$ 479,400
Construction Engineering	$ 704,500
Other	$
Contingency	$ 414,400
Total	$ 9,886,300

7. Amount requested for loan $ 9,011,500

8. Loan repayment period requested (maximum term is 20 years):

☒ 20 Years

☐ Other (_____ number of years)

9. List any other proposed sources of funding in addition to loan request:

Source: STAG Grant Amount: $481,100

Date Available: start of construction

10. Project Schedule (Indicate "complete" or anticipated date of completion as appropriate)

a) Approved Facility Planning: 7/31/09

b) Plans and Specifications completed and submitted to Illinois EPA: 11/7/2008

c) Illinois EPA Permit issued: 7/31/09

d) Approved Operation, Maintenance and Replacement Revenue System and Dedicated Source of Revenue: 7/31/09

e) Advertise for Bids: 8/15/09

f) Initiation of Construction: 12/15/09

g) Completion of Construction: 5/7/11

CERTIFICATE REGARDING PROJECT SITE, RIGHTS-OF-WAY, EASEMENTS, AND PERMITS

1. The applicant has investigated and ascertained the location of the site or sites, rights-of-way, and easements being provided for the facilities in its application for loan assistance. In my opinion, the applicant has a sufficient legal interest in the said site or sites, rights-of-way, and easements to permit the building of such facilities thereon and to permit the operation and maintenance of such facilities thereon during the estimated life of the facility by the applicant after the completion of construction.

2. The loan applicant has compiled with the provisions of 49 CFR 24 as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (42 USC 4601 et seq.).

3. The loan applicant has obtained all the necessary permits as indicated below:

Type of Permit	Permit Number	Date Issued
Army Corps of Eng. 404	n/a	n/a
IL Dept. of Trans.	n/a	n/a
County Highway	n/a	n/a
Other	n/a	n/a

Loan Program Certifications

- Whereas, the application provisions for loans from the Water Pollution Control Loan Program require that the loan applicant provide the following certifications and assurances:

  The loan applicant hereby agrees to pay all project costs not covered by the loan. If the project costs provided by the applicant exceed $10,000, please provide the following information:

  Amount to be provided by applicant $ 393,700 (local match for STAG grant)

  Source of funds Cash reserves on hand

- The loan applicant hereby certifies that is has analyzed the costs and the financial impacts of the proposed project and that it has the legal, institutional, managerial and financial capability to insure adequate building, operation, maintenance and replacement of the treatment works project.

- The loan applicant hereby certifies that no unlawful or corrupt practice has taken place in the planning or design of the proposed project.

- The loan applicant hereby certifies that it has complied with all applicable State and federal statutory and regulatory requirements in regard to the proposed project.

- The loan applicant hereby certifies that it is not barred from being awarded a contract or subcontract under Section 10.1 of the Illinois Purchasing Act.

Certification Regarding Debarment, Suspension and Other Responsibility Matters

The prospective participant to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to $10,000 or imprisonment for up to 5 years, or both.

INTENT REGARDING NATIONAL FLOOD INSURANCE

Whereas application provisions for loans from the Water Pollution Control Loan Program require compliance with the National Flood Insurance Act 1968, as amended, and

Whereas the costs of securing and maintaining flood insurance are eligible for loan participation during the approved construction period, and

Whereas failure to secure flood insurance for eligible construction located in designated flood hazard areas will cause this construction to become ineligible for loan funds:

Now therefore, be it resolved that the City of Pekin will cooperate and coordinate with the National Flood Insurance Program to acquire and maintain any flood insurance made available for Project L17# 2157 for the entire useful life of the insurable construction pursuant to the Flood Insurance Act of 1968, as amended, and that it will secure said flood insurance for each insurable structure, as soon as said insurance is available and will notify the Illinois Environmental Protection Agency in writing that the National Flood Insurance requirement has been satisfied.

AUTHORIZATION OF A REPRESENTATIVE TO SIGN LOAN DOCUMENTS

Whereas, application provisions for loans from the Water Pollution Control Loan Program for construction of sewage treatment works require that the City of Pekin authorize a representative to sign the loan application forms and supporting documents; therefore, be it resolved by the City of Pekin that Rusty Dunn is hereby authorized to sign all loan application forms and documents.

I, Rusty Dunn hereby verify that the above information is, to the best of my knowledge, true and correct.

Date: ______________________ Signed by: ______________________
(Authorized Representative)

Title: Mayor

Attested by: ______________________

Financial Information Requirements

Prior to issuance of a loan agreement, the applicant must demonstrate to the Agency that it possesses the necessary legal, financial, managerial and institutional capability to construct, operate and maintain the project for the life of the treatment works and to retire the loan in accordance with the schedule to be contained in the loan agreement. The applicant must provide sufficient information for the Agency to determine that the applicant is financially capable and has pledged a dedicated revenue source that is adequate to retire the debt and meet any covenants and requirements in the loan agreement. This can be accomplished by development and the enactment of a new User Charge System or the demonstration that a system previously approved by the Agency has been adequately maintained, is being enforced and will continue to produce adequate revenues.

In order to provide guidance to potential loan recipients, this brief summary of the loan rules, our review procedures, and the information that must be submitted for the Agency's review is being provided along with the attached checklist.

Financial Capability

The Agency requires that the applicant demonstrate that it has the legal, financial, managerial and institutional capability to construct, operate and maintain the project for the life of the wastewater treatment works and to retire the loan. The applicant must also demonstrate the ability to meet any covenants contained in the loan agreement.

The Agency's review will be conducted using items submitted as part of the loan application including our review of the Dedicated Source of Revenue and the User Charge System. In addition, applicants must furnish the last fiscal year's audited financial statements. If we are unable to determine that the applicant is financially capable, the Agency may require additional financial data be submitted.

Dedicated Source of Revenue

The Agency requires that a specific source(s) of revenue must be dedicated and pledged to make the loan repayments. Prior to the Agency's approval of the dedicated source of revenue, the applicant must demonstrate that the revenue source will generate adequate revenues to make loan repayments for the term of the loan. The term of the loan will be specified in the loan agreement but shall not exceed 20 years from the initiation of operation date contained in the loan agreement. Additional points that must be considered during the development of the dedicated source of revenue are:

- The dedicated source of revenue is usually pledged by the loan applicant in the form of an adopted ordinance that pledges a specific and dedicated source of revenue for repayment of the loan. The adopted ordinance will in most cases pledge a very stable source of revenue, such as revenues of the system, in the form of a revenue bond. General obligation and alternate bond ordinances are also acceptable.

- In the case of revenue bonds, the Agency requires that debt service coverage requirements for the IEPA loan be equal to any outstanding senior debt that is payable from revenues of the system. If a sewer service charge is used, the sewer rate and rate ordinance must be adopted prior to the first disbursement. State law requires a 1.25 x coverage test for alternate bonds, and parity revenue bonds must also meet the covenants made to outstanding investors.
- The Agency requires that the applicant furnish a legal opinion concerning the acceptability of the ordinance and other elements of the debt instrument selected for repayment of the loan. This opinion must address the validity and enforceability of the loan recipient's obligations and the absence of conflicts with other agreements, bonds or ordinances. Retention of bond counsel is optional.

User Charge System

The applicant's User Charge System must generate adequate revenues to accommodate costs for operation, maintenance and replacement of the treatment works.

If the applicant has a previously approved User Charge System, the Agency will review the system to ascertain that the system was enacted and has been maintained in accordance with the previous approval and will produce adequate revenues for the proposed project.

Applicant: City of Pekin

L17#: 2157

Financial Information Checklist

Please answer or submit information indicated, as appropriate.

A. Dedicated source of revenue

1. __X__ Home Rule _________ Non-Home Rule

2. Type of loan instrument

   a. ____ General Obligation Debt

   b. ____ Alternate (double barreled) bonds with property tax levy, which pledges an alternant revenue source of ___________________________

   c. _____ Water __X__ Sewer or ______ Combined System Revenues- Senior Lien

   d. _____ Water _______Sewer or ______Combined System Revenues – Subordinate Lien

3. Authority of applicant to issue debt

   a. __X__ Home rule powers

   b. _____ Specific authorizing statue(s) citation: Illinois Revised Section(s) _________________________

   c. ______ Other (specify)_______________________________________

4. Copy of certified ordinance authorizing debt must be submitted along with existing ordinances if a subordinate lien is proposed. If this is a subordinate lien, the certified ordinance authorizing debt must have provisions for equivalent accounts and coverage. Attached as Exhibit 1

5. Signed legal opinion with respect to the validity and enforceability of the applicant's obligations (bond ordinance) and the absence of conflicts with other agreements, bonds or ordinances. Attached as Exhibit 2

6. A detailed demonstration that the dedicated source of revenue will provide adequate revenues to repay the loan in accordance with the terms of the loan agreement including meeting any covenants and requirements in the loan agreement. Attached as Exhibit 3 and Exhibit 5

7. Last fiscal year's audited annual statement.

   Attached as Exhibit 4

8. Are other entities substantially benefiting (greater than 5%) from the project?
   _______ Yes ___X_____No

9. Submit copies of any service agreement with any substantial beneficiary.
   ________ Attached __X____N/A

EITHER

B. User Charge System (assuming that an Agency approved user charge system is not in existence)

1. Submission of a detailed Operation, Maintenance and Replacement (OM & R) budget.

2. Calculations to demonstrate how the rates and surcharges are calculated. The rates should be expressed in cost per unit of usage i.e. 1,000 gallons, 100 cubic feet, pounds of BOD and suspended solids or milligrams per liter of BOD and suspended solids as appropriate.

3. Certified sewer use and rate ordinances.

OR

C. Supplemental Review (assuming that an Agency approved User Charge system is in existence)

1. Submit a copy of the Sewer Use Ordinance and User Charge Ordinance originally approved. See Attached Exhibit 6

2. Submit any amendments made to the ordinances since their approval.
   See Attached Exhibit 7

3. Is the User Charge System generating sufficient revenue to recover the Operation, Maintenance and Replacement Costs? __X__ Yes _____No. If answered NO, what corrective action is being taken?

4. Is the Sewer Use Ordinance being enforced? _X__Yes ____No .If answered NO, please explain.

5. Is an annual review of the Wastewater Service Charge being performed? __x__Yes _____No. If answered NO, please explain.

6. Will the project result in substantial changes to the costs for Operation, Maintenance and Replacement? __x___Yes ______No Will the project substantially alter the treatment process __X___Yes ____ No.

7. If either question in #6 is answered yes, please submit a proposed budget for the first year OM&R costs and a review of the wastewater service charges along with appropriate revisions to the rate ordinance.

See Attached Exhibit 3 & 5

No rate increases needed

I hereby certify that the above information is, to the best of my knowledge, true and accurate.

(Authorized Representative)	(Date)	(Clerk)	(Date)

Note: Read Instructions Before Completing Form

I. A. Applicant (Name, City, State)	B. Recipient (Name, City, State)	C. EPA Project No.
City of Pekin	City of Pekin	L17-2157

II. Brief description of proposed project, program or activity.
WWTP Phase 1 - new headworks facility, with fine screens and grit removal, influent screw pumps, effluent pump station, sludge processing improvements and several miscellaneous improvements.

III. Are any civil rights lawsuits or complaints pending against applicant and/or recipient? If yes, list those complaints and the disposition of each complaint.	- Yes - No
IV. Have any civil rights compliance reviews of the applicant and/or recipient been conducted by any Federal agency during the two years prior to this application for activities which would receive EPA assistance? If yes, list those compliance reviews and status of each review.	- Yes - No
V. Is any other Federal financial assistance being applied for or is any other Federal financial assistance being applied to any portion of this project. program or activity? If yes, list the other Federal Agency(s), describe the associated work and the dollar amount of assistance.	-Yes - No

VI. If entire community under the applicant's jurisdiction is not served under the existing facilities/services, or will not be served under the proposed plan, give reasons why.

VII. Population Characteristics	Number of People
1. A. Population of Entire Service Area	35,431
B. Minority Population of Entire Service Area	1,837
2. A. Population Current Being Served	35,431
B. Minority Population Current Being Served	1,837
3. A. Population to be Served by Project, Program or Activity	35,431
B. Minority Population to be Served by Project. Program or Activity	1,837
4. A. Population to Remain Without Service	0
B. Minority Population to Remain Without Service	0

VIII. Will all new facilities or alterations to existing facilities financed by these funds be designed and constructed to be readily accessible to and usable by handicapped persons? If no, explain how a regulatory exception (40 CFR 7.70) applies. -Yes -No

IX. Give the schedule for future projects, programs or activities (or of future plans), by which services will be provided to all beneficiaries within applicant's jurisdiction. If there is no schedule, explain why.

WWTP Improvements Phase 2 - 8/2009- 12/2012

X. I certify that the statements I have made on this form and all attachments thereto are true, accurate and complete. I acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law.

A. Signature of Authorized Official	B. Title of Authorized Official	C. Date

For the U.S. Environmental Protection Agency

- Approved - Disapproved	Authorized EPA Official	Date

EPA Form 4700-4 (Rev. 1/90) Previous editions are obsolete.

Rate Demonstration for All Debt
City of Pekin
Sewer Fund:
Exhibit 3 - Without ARRA Funding

Fiscal Year Ending April 30 Year	FY 08	FY 09	FY10	FY11	FY12	FY13	FY 14
Total Revenue Received*	$ 2,722,762	$ 2,735,559	$ 2,748,416	$ 2,761,334	$ 2,774,312	$ 2,787,351	$ 2,800,452
Operating Expenses Shown in Detail – Exhibit 5	$ (1,749,640)	$ (1,802,129)	$ (2,909,493)	$ (2,990,179)	$ (2,380,485)	$ (2,802,312)	$ (2,864,707)
Excess of Adjusted Available Funds	$ 973,122	$ 933,430	$ (161,077)	$ (228,845)	$ 393,827	$ (14,961)	$ (64,255)

* Assumes 0.47% population increase per year

Rate Demonstration for All Debt
City of Pekin
Sewer Fund:
Exhibit 3 - With ARRA Funding

Fiscal Year Ending April 30 Year	FY 08	FY 09	FY10	FY11	FY12	FY13	FY 14
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Operating Expenses Shown in Detail – Exhibit 5	$ (1,749,640)	$ (1,802,129)	$ (2,909,493)	$ (2,990,179)	$ (2,230,485)	$ (2,502,312)	$ (2,564,707)
Excess of Adjusted Available Funds	$ 973,122	$ 933,430	$ (161,077)	$ (228,845)	$ 543,827	$ 285,039	$ 235,745

* Assumes 0.47% population increase per year

City of Pekin
Projected Expenditures Budget (2008-2014)
IEPA Loan to Finance Capital Improvements
Jul-09
Exhibit 5 - Without ARRA Funding

	FY08	FY09	FY10	FY11	FY12	FY13	FY 14
Operating Expenses: *							
Personal Services	$ 487,577	$ 502,204	$ 517,270	$ 532,789	$ 548,772	$ 565,235	$ 582,192
Supplies	$ 5,248	$ 5,405	$ 5,568	$ 5,735	$ 5,907	$ 6,084	$ 6,266
Other Services and Charges	$ 1,113,716	$ 1,147,127	$ 1,181,541	$ 1,216,988	$ 1,253,497	$ 1,291,102	$ 1,329,835
Additional OM&R Power Costs due to Project				$ 25,000	$ 50,000	$ 51,500	$ 53,045
Phase II Design and Engineering Expenses*****			$ 1,053,300	$ 1,053,300			
Total Operating Expenses**	$ 1,606,541	$ 1,654,737	$ 2,757,679	$ 2,833,811	$ 1,858,176	$ 1,913,921	$ 1,971,339
Transfers out	$ 143,099	$ 147,392	$ 151,814	$ 156,368	$ 161,059	$ 165,891	$ 170,868
Proposed IEPA Debt Service:							
Payment ****					$ 289,000	$ 578,000	$ 578,000
25% Coverage of proposed Debt***					$ 72,250	$ 144,500	$ 144,500
Total Proposed Debt Service					$ 361,250	$ 722,500	$ 722,500
Total Expense & Requirements:	$ 1,749,640	$ 1,802,129	$ 2,909,493	$ 2,990,179	$ 2,380,485	$ 2,802,312	$ 2,864,707

* Cost of Living adjustment 3.0% per year
** Does not include depreciation, interest, or Investment earnings
*** Required 25% Coverage over Debt
**** First Loan Payment expected 11/11
***** 50% Phase II costs in FY10 & 50% Phase II costs in FY11

City of Pekin
Projected Expenditures Budget (2008-2014)
IEPA Loan to Finance Capital Improvements
Jul-09

Exhibit 5 - With ARRA Funding

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Additional OM&R Power Costs due to Project				$ 25,000	$ 50,000	$ 51,500	$ 53,045
Phase II Design and Engineering Expenses*****			$ 1,053,300	$ 1,053,300			
Total Operating Expenses**	$ 1,606,541	$ 1,654,737	$ 2,757,679	$ 2,833,811	$ 1,858,176	$ 1,913,921	$ 1,971,339
Transfers out	$ 143,099	$ 147,392	$ 151,814	$ 156,368	$ 161,059	$ 165,891	$ 170,868
Proposed IEPA Debt Service:							
Payment ****					$ 169,000	$ 338,000	$ 338,000
25% Coverage of proposed Debt***					$ 42,250	$ 84,500	$ 84,500
Total Proposed Debt Service					$ 211,250	$ 422,500	$ 422,500
Total Expense & Requirements:	$ 1,749,640	$ 1,802,129	$ 2,909,493	$ 2,990,179	$ 2,230,485	$ 2,502,312	$ 2,564,707

* Cost of Living adjustment 3.0% per year
** Does not include depreciation, interest, or Investment earnings
*** Required 25% Coverage over Debt
**** First Loan Payment expected 11/11
***** 50% Phase II costs in FY10 & 50% Phase II costs in FY11

Executive Summary

City of Pekin Health Plan Review
Preformed by James Unland & Co., Inc.

The City Manager requested our input on the proposed changes to the City's Health Plan. The following document will detail the review we preformed of the proposed change in health plan financing for the employees of the City of Pekin Illinois. The City of Pekin City Manager and Personnel Director is proposing closing their current partially self-funded health plan and moving all employees to a fully insured Taft-Hartley Trust plan managed by the Central States Health and Welfare Plan.

References:

References follow the memo and all were satisfactory.

Financial:

Financial was reviewed by the City Treasurer and found to be satisfactory.

Cost:

The premiums offered by the Central States Health and Welfare Plan were less than similar private insurance plans and offer rate guarantees for three years.

The premiums offered by the Central States Health and Welfare Plan afford the City of Pekin savings from budgeted funding of the current plan. Further the fixed costs of the Central States insured plan are less than paid claims for the preceding plan year for the City's Current health plan.

Benefits and Eligibility:

The plans are very similar in design.

Participants in the plan will find that the critical out of pocket limits for each participant will be nearly identical.

The network of providers will be slightly different but provide the participants with ample choice of primary care and specialty physicians.

The City proposes a supplemental plan for prescriptions to enhance the comparability of the pharmacy benefit.

The Central States Health and Welfare Plan have agreed to "grandfather" current participants to better address some of the eligibility issues. (New hires will be required to comply with the standard eligibility rules that govern the Central States Plan)

Opinion:

The current City of Pekin Health Plan has served the City and its employees well. However managing the variable claim experience in future budgets presented challenges.

The City of Pekin's City Manager and Personnel Director expressed a desire to move to health plan that offered both comprehensive coverage and predictable cost. We reviewed several fully insured plans and found the Central States Plan to be the plan that best addressed primary objectives of cost, coverage and future rate guarantees.

Respectfully submitted,

Bill Shock

Prepared Tuesday August 4, 2009

Exhibit 1

Request for Information
Central States
City of Pekin, Illinois

Please respond to the questions that follow:

1. Please describe the financial structure of the Central States Health Plan (CSHP).
   CSHP is a not for profit Taft Hartley Fund under ERISA

2. Since the CSHP is not an insurance company, please provide recent financial information regarding the financial viability of the plan.
   Financial information enclosed

3. Where is the CSHP domiciled?
   Rosemont, Illinois

4. How many insured lives are covered by the CSHP?
   Approximately 100,000 members covering approx 300,000 lives

5. Please provide the last date and result of a claim audit of the CSHP.
   The CSHP has an Internal Audit Division that conducts audits on a quarterly basis

6. Please identify the Third Party Administrator (TPA) that pays the claims for the fund.
   None
7. Does the TPA also re-price the claims? If not please identify the entity that provides the re-pricing service.
   None-all pricing is done by the PPO networks

8 What is the claim payment turn around time?
   After receipt <u>94%</u> of the claims are paid within 5 business days.

9 Please identify the local and national network utilized to provide in-network services to members of the CSHP.
   Blue Cross/Blue Shield of Illinois locally and Blue Card nationally

10 If the network for retirees 65 or older is different, please identify the network and coverage information.
   Humana Advantage Plan, coverage information provided with proposal

11 Is the Dental Benefit extended by the CSHP a Preferred Provider Plan or an indemnity plan?
   CSHP offers <u>both</u> a dental PPO offered by Humana, which is optional and an indemnity plan.

12 What pricing limitation is imposed by the dental plan? (maximum allowable charge , reasonable & customary, etc.)
See attached Plan C6 Benefit Summary-Dental Benefits, which was included with proposal

13 How long may a disabled member continue coverage without electing continuation?
Do not understand question

14 Does the CSHP offer a qualified high deductible health plan (HSA)?
No

15 If the City of Pekin selects the CSHP, will you waive "actively at work" limitations for the initial enrollment?
Anyone employed by the City of Pekin-regardless of whether actively at work-will be eligible for immediate coverage from CSHP

16 Please describe the appeal process.
See page 52 of the attached C6 Summary Plan Description

17 After the initial enrollment will new hires be allowed to waive coverage?
No

18 Currently the City of Pekin, Il. begins coverage the date of hire. Given the CSHP requirement of sixty (60) days of premium, how can the City continue their policy?
The City of Pekin will be allowed to pre pay the eight week establishing period

19 If the CSHP has a bad year, does it have the authority to bill the participants' additional premium to make up for that loss?
No

20 How are the "invisible specialists" claims treated (radiologists, pathologists, anesthesiologists)?
Same as all the other claims

21 What about centers of excellence like Barnes, Mayo Clinic, Iowa City, etc.?
CSHP has a partnership with Mayo Clinic for: 1) 'Ask Mayo', a 24 hour nurse line that provides responses to health concerns and questions, and 2) ability to make appointments at any of the three Mayo Clinic facilities for treatment. In addition, Centers of excellence are <u>not</u> required for certain diagnosis. It should be noted that Barnes, University of Iowa and Cleveland Clinic are all part of the Blue Card PPO network.

22 When is your open enrollment period?
Open enrollment is from November 1 through December 15 of each year for the following January.

23 If a retiree leaves the plan, will he or she be allowed to re-enter the plan at a later date?
No

24 The $250,000 annual major medical limit is of some concern. Is there any way that this may be increased?
See pages 17-18 of the attached C6 Summary Plan for description of major medical expenses. The $250,000 major medical limit should not be confused with the $1,000,000 annual plan maximum. In 2006, 2007 and 2008, no member of CSHP has reached their major medical maximum.

25 Should the City of Pekin choose to leave the CSHP, how long would they have to wait before they were allowed to come back?
Although the Plan does not specify a period of time to return, for administrative purposes we would prefer one year.

26 Please describe the pre-existing conditions limitations.
There are **no** pre-existing conditions limitations.

27 Will The CSHP allow all deductible and co-insurance out of pocket expenses incurred this year under the old plan to accrue to the CSHP plan selected?
This is yet to be determined.

28 When the City of Pekin decides to exit the CSHP what will the exit fees be?
None

29 What are the provisions (requirements) for exiting the CSHP?
Provide thirty days written notice to CSHP.

30 Is the CSHP required to comply with Illinois State mandates?
No

31 If the City moves their employees to CSHP before January 1 will the plan allow credit for all deductible and out of pocket expenses incurred under the previous plan?
Same answer as provided in Question no. 27

Exhibit 2

Bill Shock

From: JIM BURKE [JBURKE@CentralStatesFunds.org]
Sent: Friday, June 19, 2009 3:30 PM
To: Bill Shock
Cc: MICHAEL MULLANE; k.gleason@teamsterslocal627.com
Subject: RE: FW: Request for InformationCSHP
Follow Up Flag: Follow up
Flag Status: Red

>>> "Bill Shock" <bshock@unland.com> 6/15/2009 10:44 PM >>>
Jim,

1. Thanks for your response ... We received the financial information and have forwarded it to the City's treasurer for review. Should he have comments or questions we will forward them to you for your review.

2. Some of your responses require some clarification.
a. Q. 6 ... Who adjudicates the claims (reviews and processes payment)? **Central States processes all claims, EOB's and payments. We do not use a TPA and have an in-house claims processing department**
b. Q. 10 ... For those areas of the country where the Humana Advantage Plans are not available for those 65 or over what plans are available? **At this point we have not identified any area where the Humana Advantage Plan is not available. In the unlikely event of this occurrence, Central States will offer a similar benefit plan in the area for those members.**
c. Q. 13 ... If a member of the plan becimes disabled ... Is there a limit to how long they remain on the plan before electing continuation? **Please review page 34 of the SPD that was previously sent. If this does not answer your question, provide an example.**
d. Q. 19 ... Can the plan asess anyone if they have a bad year?**I'm not sure of the confusion as our last answer seemed clear. The answer is No. Central States cannot assess anyone or increase contributions.**
e. Q. 20 ... Are the specialists like radiologists or anesthesiologists always treated as in network? How about other labs that a doctor may order? **98% of all claims in Illinois are processed in network. Therefore the answer is yes that radiologists, anesthesiologists, and other ... ologists are in network. In addition, Blue Cross and Blue Shield have an extensive network for labs etc.**
f. Q. new 31 ... We understand that you will accept all current retirees ... However Illinois State law requires that IMRF retirees and their eligible dependents are allowed to continue on the City's plan until they reach the age of 65 (should they retire from the City) ... Will they be allowed to stay on the Central States plan? **Yes, any current retirees will be accepted/ grandfathered in. Any new retirees will follow Central States rules, which provides coverage to the employee and spouse, if that level of coverage is**

selected as an active participant. To answer Bonnie's question, spouses of retirees could also continue post Medicare coverage under the Humana Advantage plan. If the retired member would pass away before Medicare, the spouse would be entitled to the requisite coverage under COBRA.

Thanks in advance for your response.

Bill Shock

From: JIM BURKE [mailto:JBURKE@CentralStatesFunds.org]
Sent: Fri 6/12/2009 3:13 PM
To: Pat Pollock; Bill Shock
Cc: MICHAEL MULLANE; k.gleason@teamsterslocal627.com
Subject: Re: FW: Request for InformationCSHP

Pat and Bill,

Attached are the answers to the Request for Information CSHP, and corresponding documents that are referenced within in the answers. I am still awaiting the financial information,(question 2) but I will forward upon receipt. As we mentioned in the proposal meeting the CSHP currently has approximately 13 months in reserve.

Please review and reply with any further questions. Have a good weekend.

>>> "Pollock, Pat" <Pat@ci.pekin.il.us> 6/10/2009 10:11 AM >>>

Jim,
Attached is the request for information prepared by Bill Shock of the Unland Company.
Thank you for attention to this.

Pat Pollock

Exhibit 3

Bill Shock

From: Bill Shock
Sent: Monday, July 13, 2009 5:04 PM
To: MICHAEL MULLANE
Cc: MULLY31@aol.com; JIM BURKE; Keith Gleason; bceeten@yahoo.com, ppollock@ci.pekin.il.us
Subject: RE: FW: Central States LOU

Great reasponse time ... If a retiree leaves the Central States Plan ... Is there any way that they coud come back on? I think that this is the major concern in Pat;s mind.

From: MICHAEL MULLANE [mailto:MMULLANE@CentralStatesFunds.org]
Sent: Mon 7/13/2009 4:58 PM
To: Bill Shock
Cc: MULLY31@aol.com; JIM BURKE; Keith Gleason; bceeten@yahoo.com
Subject: Re: FW: Central States LOU

Bill:

I have answered your questions **in BOLD** within your email below. Let me know if you have any other questions, or need clarification on the Fund's position.

Thanks

Mike Mullane

Michael Mullane
Central States Funds
Manager, Field Service/Marketing Dept.
9377 W. Higgins Road
Rosemont, IL 60018

(800) 323-2152 extension 2581
(847) 902-5060 (mobile)
(847) 518-9738 (facsimile)

MMullane@CentralStatesFunds.org

>>> On 7/13/2009 at 4:39 PM, <bshock@unland.com> wrote:

> Mike & Jim ..
>
> I spent some time on Friday afternoon going over the Letter of Understanding with Pat. Specifically items 1, 2, 6, 8, & 11 ...

Pat would like to have further clarification prior to the Wednesday meeting ..

1. Will Central States comply with the State of Illinois extention to age 26 (30 if Military) mandate? **As stated a few times before, Central States is a Taft-Hartley Plan and is exempt from state law. Therefore, Central States WILL NOT be extending dependent coverage to the age 26 - as it is not legally mandated or required.**

2. Please include the names in your letter of understanding. **Agreed We will be happy to include the names but we will need either you or Pat to provide us the employees who fall under the greandfathered provisions.**

6. It is our understanding that no one is currently "not actively at work" however .. Since your plan ceases eligibility at the end of the Short Term disability coverage ... Do you then require the employee to take continuation ... until such time as they can return to work? **I am not sure what one has to do with the other as they are distinct and separate, but to answer the Short-Term Disability question - No. Continuation coverage through COBRA is available but not mandated. As for "not actively working", we were simply providing immediate coverage in the event that anyone was in an inactive status such as lay-off, extended sick leave, etc.**

8. The City had offered a secondary plan that would allow the retiree ... if otherwise eligible for work benefits through other employment ... to have the City's plan as secondary and then return to the City's plan without Evidence of Insurability ... Would a retiree be able to return to the Central States Plan under these circumstance? **This appears to be already covered under Coordination of Benefits rules of our Fund and the industry standards.**

Active coverage with an Employer while working will always be primary, and Retiree coverage will be secondary. Once a member loses coverage with their Active Employer, this would be a Qualifying Event, and Central States would be primary from the date of loss of coverage. We do not require Evidence of Insurability in any circumstance with the Fund.

11. It appears that there is no change in premium if one of the spouses is over 65 and covered by the Medicare Advantage plan. **Correct. The rates was blended by our actuaries based on our assumptions of who will be in the Plan and who will be eligible for the Medicare Advantage Plans in the future.**

I am working in Washington DC this week but I will be available by phone to discuss this matter. Please let me know when you have time.

Bill Shock

From: Pollock, Pat [mailto:Pat@ci.pekin.il.us]
Sent: Mon 7/13/2009 3:45 PM
To: Bill Shock
Subject: Central States LOU

Bill,
Have you had a response from Central States regarding the concerns we went over last week? The Teamsters are meeting with the Fire union Wednesday night to discuss Central States and I wanted to have those questions answered beforehand.

Patricia Pollock
Personnel Director
City of Pekin
111 South Capitol St
Pekin, IL 61554
Office: 309-478-5380
Fax: 309-346-2095
email: ppollock@ci.pekin.il.us

Exhibit 4

CENTRAL STATES HEALTH AND WELFARE FUND

LOCAL UNION NO 627 and CITY OF PEKIN

Letter of Understanding Issues

1. Central States Health and Welfare Fund will 'grandfather' certain individuals, into the Fund because of past practice. This will be include:

   a. City of Pekin employees currently on Duty Disability
   b. Existing students through age 25 upon completion of a student verification form. New students will follow Central States H&W Fund rules.
   c. Provided contributions are received by the Fund, eight Medicare eligible retirees will be allowed to remain on the active plan, and will be secondary to Medicare. Future Medicare eligible retirees will not be covered under the active plan.

   A listing of the grandfathered individuals will need to be provided to the Fund prior to participation.

2. Any existing retirees (except eight noted above), that are not Medicare eligible, will begin participation with Central States H&W Fund under the active plan (not including life insurance and short term disability) with immediate coverage.

3. Once a retiree (under the active plan) becomes Medicare eligible, the spouse will be allowed to continue participation in the Central States H&W Fund (under the same tier level) until the spouse becomes Medicare eligible. Any covered dependents would follow Central States H&W Fund rules for continued participation.

4. Provided that the Police and Fire bargaining units join the Fund within the timeframe indicated below, Police and Fire employees hired after participation in the Central States H&W Fund will be provided 1st date coverage (as required by law), as long as the eight week establishing period is prepaid.

5. Any city employee that currently elects to to **'opt out'** of coverage with the City of Pekin's current health insurance program, may also choose to **'opt-out'** of the Central States H&W Fund, by completing the Authorization for Declining Central States Insurance form. Future participation will be subject to the Funds' Enrollment Information for Multi -Tiered Plans. **All employees hired after October 1, 2009 will be required to participate in the Central States H&W Fund.**

6. Immediate health coverage will be provided to all 'actively at work' employees. In addition, any City employees that are currently in an inactive status (due to layoff, sick leave, leave of absence, etc) will be provided immediate coverage upon returning to work.

7. Central States does not have any exclusion for pre-existing conditions.

8. Active Plan coverage (excluding Life Insurance and Short Term Disability) will be provided to existing and future Retirees that have met the required age and service requirements, until Medicare eligible. The coverage provided will include eligible spouses and dependents.

9. Within two weeks of the effective date, the City of Pekin will provide the Fund an electronic file of the Deductibles and Out of Pocket charges incurred in 2009. Central States will recognize these Deductibles and Out of Pocket charges incurred with the previous carrier. All members must meet the Fund's Plan Deductible and Out of Pocket Expense Limit in 2010.

10. The Age and Years of Service requirements will vary based upon job classification as indicated below:

Job Classification	Age	Years of Service
Police	TBD	TBD
Fire	TBD	TBD
Teamsters	55	20
Administrative	55	20

11. As required by the State of Illinois, the Police and Fire employees have the ability to defer their Pension at age 41 and continue health coverage by paying the full cost of the active plan. In addition those retiring with less than 20 years of service can also continue health coverage by paying the full cost of the active plan. Central States will provide coverage to these affected employees. The cost of coverage for these two groups is yet to be determined.

12. The Police and Fire Department bargaining units will have a 30 day window from the effective date of the Teamsters and non-bargaining unit employees' coverage with the Fund. In the event that the Police and Fire Department elect not to join the Fund with the Teamsters and non-bargaining employees of the City of Pekin by October 31, 2009, the conditions of the Fund's proposal, including contribution rates and conditions under this Letter of Understanding will be null and void.

EXHIBIT 5

Coverage	Central States	City of Pekin
	Plan C6	**Plan A**
Network	Blue Cross	Health Plus, First Choice, Pekin Direct
Plan Deductible	$200 (x2) Agg	$250 (x2) In $500 (x2) Aggregated Out
Plan Limit Per Person	$1,000,000 Annual	$1,000,000.00 Lifetime
Maj Med OOP Expense Limit	$1,000 (x2) In addition to deductible	$1,050 (x2) In $2,100 (x2) Out In addition to
Hospital Benefit Semi-Private Room	100% after deductible	90% In and 60% Out After Deductible
Surgery & Obstetrical	100% after deductible	90% In and 60% Out After Deductible
Outpatient X-ray & Lab	80% after deductible	90% In and 60% Out After Deductible
Outpatient Acc Injury	100% after deductible	90% In and 60% Out After Deductible
Office Visit Co-Pay	$20	90% In and 60% Out After Deductible
Child Wellness	Through age 6 100% after $20 Co-Pay	100% through Age 6
Chiropractic Expense OOP does not apply	80% after deductible limit $1,000 per year	Covered after deductible and applicable co-ins to $750 Max
Inpatient Psych, Drug & Alcohol	80% after deductible Max 21 days/year (42 days liftetime)	Psych 50% to $10 per visit 80% Out Patient Substance Abuse Max $25,000
Outpatient Psych, Drug & Alcohol	80% after ded limit 30 visits per person per year	In and Out Patient Combined $25,000
Rx	75% Retail 80% Mail Order Mandatory Generic if available or pay difference, Max Co-Pay $200 CVS Mandatory Mail or penalty	Generic $10 or 20% (lesser) Formulary $20 Non-Approved $50 Includes Step Therapy
Maj Medical	After Deductible 80% to OOP Max then 100% Maximum $250,000 per year	After Deductible90% In or 60% Out to OOP Max then 100%
Loss of Time	$300 per week weeks 1-10 $350 per week weeks 11-26	NA
Vision	Eye Med See Schedule	NA
Dental	$1500 annual max, 100% preventive, 80% major, ortho $1500 lifetime	Ded $50 (x2) $1250 annual Max 100% Preventive (Ded Waived) 85% Primay 50% Major Ortho to $500 Lifetime
Life Insurance	$40,000 with Dependent	$25,000 with Dependent

SUMMARY ONLY REFER TO SUMMARY PLAN DOCUMENT FOR DETAIL

Exhibit 6

The following is a summary of the makeup of the City of Pekin's employees on our Health Insurance Plans.

In the FY 2010 Budget we used $795/Month/Employee for Single Coverage
In the FY 2010 Budget we used $1,670/Month/Employee for Family Coverage

Incorporating Central States, Medtrak, etc. we now anticipate the following rates:
$474.60/Month/Employee for Single Coverage
    $795 - $474.60 = $320.40
$648.00/Month/Employee for Employee + Spouse Coverage
    $1,670 - $980.37 = $689.63
$980.37/Month/Employee for Employee + Child(ren) Coverage
    $1,670 - $648 = $1,022
$1,360.30/Month/Employee for Family Coverage
    $1,670 - $1,360.30 = $309.70

There are currently Teamsters and Non-Bargaining Unit (Co-Pay)

21 Employees on Employee Only Plan @ $10/month =	$2,520
30 Employees on Employee + Spouse Plan @ $15 =	$5,400
10 Employees on Employee + Child(ren) Plan @ $15 =	$1,800
27 Employees on the Family Plan @ $20 =	$6,480
	$16,200/year

There are currently Teamsters and Non-Bargaining Unit (Plan Savings)

21 Employees on Employee Only Plan @ $320.40 X 12 =	$ 80,740.80
30 Employees on Employee + Spouse Plan @ $689.63 X 12 =	$ 248,266.80
10 Employees on Employee + Child(ren) Plan @ $1,022 X 12 =	$ 122,640.00
27 Employees on the Family Plan @ $309.70 X 12 =	$ 100,342.80
Teamster and Non-Bargaining Savings	$ 551,990.40

Total Impact on FY 2010 Budget = $16,200 + $551,990.40= $568,190.40
Estimate used in FY 2010 = $350,000
Net on FY 2010 Budget = $568,190.40 - $350,000 = $218,190.40
The $297,959.20 does not include any additional savings realized by the Police and Fire unions participating

Additional Police and Fire:

35 Employees on Employee Only Plan @320.40/month =	$134,568.00
37 Employees on Employee + Spouse Plan @ $689.63/month =	$306,195.72
10 Employees on Employee + Child(ren) Plan @ $1,022/month =	$122,640.00
62 Employees on the Family Plan @ $309.70/month =	$230,416.80
Additional Police and Fire Savings	$793,820.52

YEAR	Fire Single	Fire Family	Teamster Single	Teamster + One	Teamster Family
Oct-09	25	108	10	65	70
Oct-10	25	124.5	20	80	90
Oct-11			30	95	110

PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

HEALTH AND WELFARE ONLY EMPLOYER
ACCOUNT NUMBER: ____________________

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): ____________________
and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Health & Welfare Fund and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

			Member	Member+Child	Member+Spouse	Family
Effective Date:	08/01/09	Rate:	$102.60	$138.00	$214.70	$279.30
Effective Date:	08/01/10	Rate:	$108.60	$146.30	$227.90	$296.70
Effective Date:	07/31/11	Rate:	$121.60*	$163.90*	$255.30*	$332.30*
Effective Date:		Rate:				
Effective Date:		Rate:				

* Not to Exceed Rate

3. Contribution rate changes after the last Effective Date set forth in paragraphs 2 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan.

4. This Agreement and the obligation to pay contributions to the Health & Welfare Fund will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Health & Welfare Fund and the Health & Welfare Fund has received a written notice directed to the Health & Welfare Fund' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

5. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Health & Welfare Fund' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Health & Welfare Fund as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written

agreement(s) that has been submitted to the Health & Welfare Fund shall alone remain enforceable. An agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Health & Welfare Fund shall not be valid.

6. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Health & Welfare Fund and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Health & Welfare Fund.

7. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Health & Welfare Fund on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation.

8. On or before the 15th day of each month, the Employer must report to the Health & Welfare Fund any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Health & Welfare Fund from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Health & Welfare Fund, including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

9. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Health & Welfare Fund. If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Health & Welfare Fund in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Health & Welfare Fund.

10. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

11. The Employer acknowledges that it is aware of the Health & Welfare Fund' adverse selection rule and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

12. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Health & Welfare Fund receives actual written notice of the existence of the Employer's liability.

13. This Agreement may not be modified or terminated without the written consent of the Health & Welfare Fund. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

City of Pekin
Employer Name

Local Union No. **627**

Representative Signature

Printed Name and Title

Date

Representative Signature

Printed Name and Title

Date

Complete Address of Employer

Telephone Number Fax Number

Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes ________ No **X**

PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

NON-BARGAINING UNIT EMPLOYEES
ACCOUNT NUMBER: ____________________

1. The Employer is currently bound by a collective bargaining agreement(s) with a local union(s) that is affiliated with the International Brotherhood of Teamsters (the "Union") which requires the Employer to contribute to the Central States, Southeast and Southwest Areas Health and Welfare Fund (the "Health and Welfare Fund") on behalf of covered employees. The Employer also desires to participate in the Health and Welfare Fund with respect to its employees who are not covered by the collective bargaining agreement and this Agreement sets forth the terms under which the Employer will participate in the Health and Welfare Fund with respect to such employees.

2. The Employer agrees to be bound by the terms of the Health and Welfare Fund trust agreement and all policies, rules and regulations that have been adopted or that are adopted in the future by the Trustees pursuant to the trust agreement.

3. For the duration of this Agreement, the Employer shall contribute to the Health and Welfare Fund on behalf of each Non-Unit Employee for each week during which the Non-Unit Employee works or receives compensation (including, but not limited to paid vacations, holidays, paid leave, back pay awards) at the same rate the Employer is required to contribute on its employees covered by the collective bargaining agreement between the Union and Employer (as modified by any renewals, extensions or successor collective bargaining agreements). At the present time the agreed rates are as follows:

			Member	Member+Child	Member+Spouse	Family
Effective Date:	08/01/09	Rate:	$102.60	$138.00	$214.70	$279.30
Effective Date:	08/01/10	Rate:	$108.60	$146.30	$227.90	$296.70
Effective Date:	07/31/11	Rate:	$121.60*	$163.90*	$255.30*	$332.30*
Effective Date:		Rate:				
Effective Date:		Rate:				

* Not to Exceed Rate

4. The Employer will pay the contributions owed for each month on or before the 15th day after the end of the month. If the Employer fails to pay its contributions on time, it shall pay interest at the rate set forth in the Health and Welfare Fund trust agreement.

5. The Employer shall report changes in its Non-Unit Employee workforce (for example, new hires, layoffs, terminations) that occur during any month on or before the 15th day after the end of the month during which the change occurred. If the Employer fails to timely report in writing the changes in the employment status of the Non-Unit Employees included in the Health and Welfare Fund's monthly bill, it shall be liable for the amount billed regardless of actual changes in the employment relationship. The Illinois ten-year written contract statute of limitations, which shall apply to any claim for unpaid contributions, shall not accrue with respect to contributions owed by the Employer on any Non-Unit Employee until the Health and Welfare Fund receive written notice of the liability.

6. For purposes of this Participation Agreement, the term "Non-Unit Employee" shall mean each and every individual employed by the Employer on either a full-time or part-time basis who is not covered by the collective bargaining agreement between the Employer and the Union. The common law master-servant test shall be utilized to determine whether an employment relationship exists. The term Non-Unit Employee shall not include: a) independent contractors, b) any person covered by a collective bargaining agreement between the Employer and a union not affiliated with the International Brotherhood of Teamsters that requires the Employer to contribute to some other health and welfare fund, c) any person employed for the principal purpose of obtaining or continuing coverage under the Health and Welfare Fund.

7. The Employer's obligation to remit contributions on Non-Unit Employees under this Participation Agreement shall continue in effect until the earlier of, a) 30 days after service of a written notice served by either the Health and Welfare Fund or the Employer of their intent to terminate this Participation Agreement, or b) the termination of the Employer's contractual and statutory duty to contribute to the Health and Welfare Fund on behalf of employees represented by the Union. A written notice of intent to terminate can be served by personal delivery, facsimile or certified mail (return receipt requested) and, if service is by mail, service will be deemed accomplished on the date of mailing.

Employer: **City of Pekin**

Signature: ____________________

Printed Name: ____________________

Printed Title: ____________________

Date: ____________________

REQUEST FOR COUNCIL ACTION

To: **Honorable Mayor and Members of the City Council**

CC: **Sue McMillan, City Clerk**

From: **Dennis Kief, City Manager (07/03/09)**

AGENDA ITEM: Teamster Agreements on Street, Solid Waste and General Unit Contracts

AGENDA DATE REQUESTED: August 10, 2009

ACTION REQUESTED: Approval 3 Bargaining Unit Contracts

BACKGROUND: The City of Pekin and Teamsters have had long standing agreements with the City as they represent 4 groups of City employees. The Street, Solid Waste and General Unit Contracts are up this year, the 4^{th} unit the Wastewater Treatment Personnel Contract is up in 2010. We have reached 5 year agreements with all 3 of those units. The most significant issues were wages and health insurance with the following results:

	Year 1	Year 2	Year 3	Year 4	Year 5
Wages	2.50%	3.00%	2.50%	Re-Openers	
Insurance/Month					
Single Coverage	10	20	30	Re-Openers	
Single + Spouse	65	80	95	Re-Openers	
Single + Child	65	80	95	Re-Openers	
Family	70	90	110	Re-Openers	

FINANCIAL IMPACT: Wages slightly less than budgeted and Insurance expenses less than budgeted

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: 3 Teamster Groups have Contracts until 2014, with re-opener language on (only) wages and health insurance participation

IMPACT IF DENIED: Negotiations would re-open and extend conditions of current contract until resolution

ALTERNATIVES: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Consistent with the Strong Foundation theme

REQUIRED SIGNATURES

Department Director		Date
Finance Department	(Certification of Availability of Funds)	Date
Corporation Counsel	(Certification of Review)	Date
City Manager		8/5/09 Date

Final (7/20/2009)

ARTICLES OF AGREEMENT BETWEEN

CITY OF PEKIN, ILLINOIS

AND

TEAMSTERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 627

EFFECTIVE MAY 1, 2009 – APRIL 30, 2014

GENERAL EMPLOYEE UNIT

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AGREEMENT

THIS AGREEMENT made and entered into this ___ day of _________________, 2009, by and between **CITY OF PEKIN, ILLINOIS,** a municipal corporation (hereinafter referred to as the "City"), and **INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL NO. 627** (hereinafter referred to as the "Union"); **WITNESSETH:**

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

ARTICLE 1

RECOGNITION

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

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

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

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

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

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

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

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

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

Section 7: Non-Discrimination

(a) Neither the City, the Union, nor any employee shall discriminate against any employee in violation of state or federal law because of race, creed, color, religion, age, national origin, ancestry, sex, marital status, physical and mental handicap or disability unrelated to the ability to perform, or unfavorable military discharge, as defined by federal and state laws, or because of the employee's membership or non-membership in the Union, or participation or non-participation in lawful union activity. The foregoing shall not apply to internal Union matters.

(b) Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or to refrain from becoming members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

(c) **Harassment** The Employer, non-bargaining unit employees, and bargaining unit employees, shall accord other employees, and individuals with whom they come in contact in the course of employment, equal treatment, respect and dignity, and maintain a work environment free from unwelcome harassment occasioned by race, sex, national origin, religion, age, or disability.

Section 8: Americans With Disability Act Compliance The City and the Union agree to comply with the Americans With Disabilities Act, including the duty to make reasonable accommodation, in the implementation of this Agreement. Where any employee contends either the City, the Union, or both, have failed to fulfill their duties under the ADA, the employee may pursue relief under the grievance and arbitration procedure of this Agreement, provided the employee gives the City and the Union written notice of his contention(s) and agrees his contentions shall be submitted to arbitration proceedings which shall be final and binding upon him.

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

ARTICLE 2

DUES CHECKOFF/FAIR SHARE

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

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

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

(1) The Union has certified to the Employer that the affected employee has been delinquent in this obligation for at least thirty (30) days;

(2) The Union has certified to the Employer that the affected employee has been notified in writing of the obligation and the requirement for each provision of this Article, and that employee has been advised by the Union of his obligations pursuant to this Article and the manner in which the Union has calculated the fair share fee;

(3) The Union has certified to the Employer that the affected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial

arbitrator for the purpose of determining and resolving any objections the employee may have to the fair share fee, or to file a charge with the Illinois State Labor Relations Board for such purpose.

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

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

ARTICLE 3

GRIEVANCE PROCEDURE AND ARBITRATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4

DISCIPLINE AND DISCHARGE

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

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

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

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

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

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

ARTICLE 5

COMPLETE AGREEMENT

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

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

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

ARTICLE 6

SCOPE AND TERM OF AGREEMENT

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

Section 2: **Term** This Agreement shall be in full force and effect from April 1, 200**9**, to and including March 31, 2014, **with a re-opener for the 4th and 5th years of the contract for wages and health insurance,** and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other no later than sixty (60) days prior to the date of expiration. **Upon sixty (60) days written notice, prior to the third and fourth anniversary date of this agreement, there will be a re-opener of this agreement for the purpose of negotiation of the Wages (Article 10 Section 1) and Health and Welfare Rates and Co-pay (Article 15 Section 1) only. In the event the parties are unable able to reach agreement, upon the conclusion of said sixty (60) days, then either party reserves it lawful right to support its demands, including the Unions' right to strike, and the employers' right to lockout, as provided under applicable law, and the no strike, no lockout provisions provided elsewhere in this agreement would not be in effect.**

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

ARTICLE 7

JOB OPENINGS

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

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

Section 3: Filling Vacancies Except as specified elsewhere in this Article, the City shall evaluate the qualification and ability to perform the job duties, as measured by physical ability, prior education, training, experience, skill and demonstrated work habits, of those employees and/or outside applicants seeking the vacant position. Where two (2) or more employees or applicants possess equal qualification and ability for the vacant position, the employee possessing the greatest seniority in his or her present classification shall be offered the vacant position. For these purposes, full-time employees shall be considered senior to part-time employees, provided they have completed their initial probationary period. Employees successfully bidding for another position shall be subject to the evaluation period specified in Article 19, Section 4(b) of this Agreement.

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

Failure to qualify for a new or vacant position shall be based solely on qualification and ability, and shall not be for arbitrary or capricious reasons. Further, the use of skill or ability as provided under this Article shall only be for new or vacant positions that require a level of expertise which is reasonably more than that normally possessed by a General Unit employee.

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

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

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

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

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

(b) A sign-up sheet shall be maintained for school bus drivers and monitors to express their interest in being assigned additional work on charters and cleaning buses when such work is available. Charters and cleaning of buses shall be offered by seniority on a daily basis, and shall be in addition to those other duties of a school bus driver or monitor. The Charter list shall be posted daily showing the runs and the hours paid. In the event of a cancellation of a Charter or a new Charter comes in the employees can rebid, provided the cancellation or new run comes in by 3:00 p.m. the previous day.

(c) Summer work driving school buses shall be open for bidding separately, and shall be assigned based on seniority preference so long as the employee possesses the necessary school bus permit and endorsement(s) required for the route(s) selected.

(d) School bus drivers and monitors shall receive four (4) hours pay at their regular hourly wage rate for the following holidays: Labor Day, New Year’s Day, Thanksgiving Day, Christmas Day, Memorial Day and Veteran’s Day, and shall receive two (2) hours pay at their regular hourly wage rate on the day after Thanksgiving Day. School bus drivers and monitors shall be required to work their last regularly scheduled work day before and after such holidays, to be entitled to the holiday pay in accordance with Article 12, Section 4. Any school bus employee who works on a holiday shall be paid in accordance with Article 12, Section 5 of this Agreement.

(e) All time spent getting required physicals, and/or taking drug tests, will be considered time worked and will be paid at the applicable hourly rate. School Bus Drivers will be paid $25.00 for attending the annual refresher course for their license.

(f) All school bus drivers and monitors shall be paid a minimum of three (3) hours per run and an additional one half (1/2) hour for each additional run at a minimum. If an employee has a double in both the morning and the afternoon, then the employee shall be paid a minimum of 3 ½ hours.

(g) Bus inspections done on extra hours or holidays shall be offered by seniority who are on the applicable signup sheet and paid at the applicable overtime rate.

ARTICLE 8

SENIORITY

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

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

(a) resigns or quits;

(b) retires;

(c) is discharged (unless returned to work through the grievance procedure or by legal decision);

(d) is absent without notification for three (3) consecutive work days, except where the employee's failure to provide proper notice and reasons for absence is beyond the employee's control;

(e) fails to return to work at the end of a scheduled vacation or authorized leave of absence, except as otherwise authorized;

(f) fails to report for work within fourteen (14) calendar days after notice of recall from layoff is made by certified letter to the employee's last known address with verification of delivery;

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

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

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

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

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

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

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

(c) Employees laid off pursuant to (b) shall be entitled to bump a less senior employee within the same classification (full-time, part-time or school year employee) or, if the employee has previous seniority in a lesser classification (part-time or school year), the employee shall be entitled to bump a less senior employee within such lesser classification, provided the employee possesses the skills, qualifications, experience and present ability to perform the jobs or job duties performed by the employee to be displaced by the bumping. Disqualification shall not be for arbitrary or capricious reasons, and shall be subject to the grievance and arbitration procedures of this agreement.

(d) Where the City contemplates the layoff of more than five (5) employees in any department, it will provide the Union with notice fourteen (14) days in advance, where possible. Upon request, the City will meet with the Union Business Agent to discuss alternative scheduling or other methods to avoid or reduce the layoff. Affected employees will be given notice of layoff seven (7) days in advance, where possible. Any grievance contesting a layoff notice must be submitted within seven (7) days of the notice of layoff, where it is given, to be timely, or will not be considered.

(e) Employees will be recalled in inverse order to the order in which they were laid off from their department, provided the employee possesses qualifications, experience, and ability to perform the jobs or job duties available. Employees shall be given notice of recall by certified mail, sent to the employee's last known address. It shall be the employee's responsibility to provide the employer with his latest mailing address, by written notice to his department head. The employee shall have fourteen (14) days after the date of the notice of recall to report, but must notify his department head if he is accepting the recall within three (3) days after the recall notice is received. Where notice of recall is returned because the employee moved, and did not provide the City with Notice, the City shall have no further obligation to locate the employee, whose right to recall shall be extinguished.

(f) Nothing herein shall prevent the City and the Union from mutually agreeing to a program designed to avoid or curtail layoffs by spreading available work or hours among employees or other agreed actions.

ARTICLE 9

PAY DAY

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

ARTICLE 10

WAGES

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

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

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

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

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

ARTICLE 11

HOURS AND OVERTIME

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

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

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

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

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

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

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

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

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

ARTICLE 12

HOLIDAYS AND HOLIDAY PAY

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

January 1 (New Year’s Day)	July 4th	Thanksgiving Day
President’s Day	Labor Day	Day after Thanksgiving
Memorial Day	Veteran’s Day	Christmas Day

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

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

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

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

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

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

ARTICLE 13

VACATIONS

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

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

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

(c) Employees who have completed ten (10) years of continuous service on January 1 of the current calendar year during the term of this Agreement shall be eligible for four (4) weeks of vacation with pay at the employee's regular rate per hour. A week for this purpose shall include the number of hours the employee is regularly scheduled to work each week, excluding overtime.

(d). Prior to March 31, 2014, employees who have completed fifteen (15) years of

continuous service, on January 1 of the current calendar year during the term of this Agreement shall be eligible for five (5) weeks of vacation with pay at the employee's regular rate per hour.

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

Section 2: Vacation time may be scheduled at any time between January 1 and December 31 of the calendar year, subject to the needs of the City and the approval of the department head. Each employee shall be credited with his vacation time for the completed years of service which he possesses on January 1 for that calendar year. Where the employee does not possess one (1) year of completed service on January 1 of the calendar year, the employee, upon completion of one (1) full year of service with the City, shall be eligible for one (1) week of vacation time during the remainder of that calendar year. Where under the vacation schedule in Section 1, an employee would become eligible for an additional week of vacation time because of his years of service (i.e. after five (5) years or ten (10) years) after the start of the calendar year on January 1, the employee shall be eligible for the additional week of vacation time during the remainder of the calendar year after his anniversary date. If, at the anniversary date, there are less than 45 days left in the calendar year, then for that individual, his vacation time will be extended for a 90 day period beyond December 31.

Prior to April 1 of each calendar year, employees shall be entitled to schedule their vacation time in order of their department seniority, provided however, that no employee shall be entitled to schedule more than three (3) weeks of vacation time consecutively. After April 1, vacation time may be scheduled at any available time, but more senior employees may not bump any less senior employee who previously scheduled his/her vacation time. The department head shall retain the right to determine the appropriate number of employees who may schedule vacation time during any particular period in order to insure adequate staffing. Vacation time shall not be scheduled for periods of less than one day without the approval of the department head, provided that employees eligible for more than one (1) week's vacation time may schedule up to one (1) week (5 days) of vacation time for use in periods not less than one hour increments. Any vacation time not scheduled, and used, by December 31, **shall be paid provided that any employee denied the opportunity to schedule all of his vacation time during the calendar year will be allowed to extend the vacation time for a ninety (90) day period beyond December 31.**

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

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

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

ARTICLE 14

SICK LEAVE

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

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

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

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

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

Section 4: **Non-Payment** No payment for any unused sick leave shall be made on death, retirement, or other separation of employment. Upon IMRF retirement, up to a maximum of 240 sick days (1,920 hours) can be used to pay for City of Pekin group health insurance premiums and/or extend IMRF service credit for up to one (1) year. An employee's sick time balance at retirement shall be computed at their current hourly rate and placed in a City of Pekin account. Such account shall not bear interest and shall expire upon depletion of the sick leave value placed therein. The value of this computation can be used exclusively to pay for City of Pekin group health insurance premiums; it can be used to extend IMRF service time for up to one year, or it can be used in any combination of the two options, as long as the total hours used does not exceed 240 days, or 1,920 hours. Upon the death of a retiree who was using his sick time monies to pay for health insurance, his spouse shall be entitled to use the balance of any sick time monies to pay for health insurance premiums until exhausted.

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

ARTICLE 15

HEALTH AND WELFARE

Section 1: **Health Care Coverage** During the term of this Agreement, the City shall continue to make available to regular, full-time employees and their eligible dependents, health care benefits~~,~~ the same as in effect the first 3 years of this agreement. Claims for individual benefits shall be submitted pursuant to, and determined in accordance with, the provisions of the Employee Health Benefit Plan in effect, and shall not be subject to the grievance and arbitration procedure of this Agreement.

Section 2: Health Care Cost Effective October 1, 2009, the employer shall contribute (1) One Hundred Two Dollars and Sixty Cents ($102.60) per week for member only or (2) One Hundred Thirty-eight Dollars ($138.00) per week for member plus one child or (3) Two Hundred Fourteen Dollars and Seventy Cents ($214.70) per week for member plus spouse or (4) Two Hundred Seventy-nine Dollars and Thirty Cents ($279.30) for family to the Central States Southeast and Southwest Areas Health and Welfare Fund, Plan C-6, for each full time employee covered by this agreement even though such full time employee may only work part time under the provisions of this agreement. Contributions shall be made weekly on each full time employee for all weeks the employee is in the employ of the employer including weeks of vacation, any weeks where employee is receiving any type of compensation from the employer and for periods of layoff.

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

Effective October 1, 2011 the weekly rates shall not exceed (1) One Hundred Twenty-one Dollars and Sixty Cents ($121.60) per week for member only or (2) One Hundred Sixty-three Dollars and Ninety Cents ($163.90) per week for member plus one child or (3) Two Hundred

Fifty-five Dollars and Twenty Cents ($255.20) per week for member plus spouse or (4) Three Hundred Thirty-two Dollars and Thirty Cents ($332.30) per week for family.

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

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

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

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

Section 4: Retiree Insurance Individuals who have retired or who retire from the City's employment after March 31, 1993, may elect to continue to participate in the City's health insurance plan where the retired individual has such right under the Illinois Insurance or Pension Code(s), but such retired individual shall be responsible for the entire premium cost for the coverage they elect, except as provided in the attached Agreement regarding City of Pekin Health Care Plan. Any retiree (after May 1, 2009) shall be able to continue insurance in applicable category (Employee, Family, etc.) and will share equally the applicable monthly rate with the City (the Employee pays 50% and the City 50%) until the employee reaches 65 years of age.

Section 5: Vision Care and Hearing Aids When the City adopts a Vision Care and/or Hearing Aid Policy; it will be applicable to this Agreement.

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

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

required contributions for a period of 36 months.

ARTICLE 16

LEAVES OF ABSENCE

Section 1: Personal Days Regular full-time employees shall be allowed two (2) personal days with pay each fiscal year. Personal days may not be accumulated, and shall be forfeited if not used during the fiscal year. Personal days shall be scheduled at least forty-eight (48) hours in advance, and shall not be used for periods of less than four (4) hours unless agreed otherwise with the employee's department head. In order to satisfy staffing requirements, the City may limit the number of employees authorized to use a personal day.

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

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

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

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

Section 5: Unpaid Leave Any regular full or part-time employee may request a leave of absence without pay for a period up to six (6) months by submitting a request in writing to the head of the department where the employee works, with copies to the Mayor's Office and to the local Union. Any requested leave of absence shall be subject to the approval of the department head and the Mayor, who may approve or disapprove the request on the basis of the operating requirements of the department, the availability of substitute employees, the reasons for the requested leave of absence, and any other relevant factors. Employees granted leave of absences shall be prohibited from accepting any employment while on leave of absence without prior approval of the department head and the Mayor, and shall be deemed to have voluntarily terminated employment with the City where they fail to comply with this limitation.

Employees granted a leave of absence shall be reinstated to the position vacated if it exists, or if it does not, to a position to which he is contractually entitled, and may retain seniority during such leave of absence, but shall not accrue any benefits during the absence. Where an employee on a leave of absence requires an extension, a request for an extended leave of absence shall be submitted and processed in accordance with the procedures for original requests for leave.

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

Section 7: Educational Time Off/Tuition Reimbursement An employee may apply for, and the responsible department head or City Manager may approve, limited time off, with or without pay, for the employee to attend classes or receive training where the classes or training are found by the City Manager to be beneficial to the City. The City may agree to assume the full cost of professional training, or to reimburse the employee for educational tuition only, upon completion of the classes or training with a grade of C or better, provided the expenses have been previously approved and budgeted. (Where no grade is given for the class or training, the instructor must certify that the employee has satisfactorily completed the course to be reimbursed.) Approvals of leave, and/or reimbursement hereunder, shall be done in a non-discriminatory manner, subject to the availability of budgeted funds and/or work requirements in the department.

Section 8: Eligibility Leave

A. If an employee becomes ill or is injured in the performance of duty, he/she must report such occupational illness or injury immediately to his/her supervisor. The employee is to then see the City physician immediately, if it is not an emergency. However, in case of actual emergency, the employee should go to the nearest available clinic emergency room (or hospital emergency room after hours or during regular hours if warranted) for treatment and promptly notify the Personnel Office and the department head of the action taken.

B. If an employee becomes sick or injured on the job and is temporarily disabled from performing his/her duty, and the disability persists for one (1) month or more, the employee may be eligible to receive disability benefits under the Illinois Municipal Retirement Fund.

C. Where an employee documents the necessity for a continued absence from work for an illness or injury, whether occurring on the job or not, the employee will be placed on a leave of absence status from the service of the City once any sick leave benefits available to the employee are exhausted. The leave shall be without pay, and shall not extend beyond the period provided in Article 9, Section 2(g) "Termination", after which the employment relationship shall terminate. Health insurance coverage under the City's plan shall continue for the lesser of the employee's length of service or thirty-six (36) months, after which the employee will be responsible for the cost of continuation coverage, if it is available.

D. All employees requesting injury leave shall be required to obtain and submit a statement from a physician confirming the nature and extent of their work-connected illness, injury, or disability, certifying that their absence from work is required because of the illness, injury or disability, and indicating whether or not and to what extent they might return to work and to whatever extent and conditions. The City shall have the right to verify said statement by a physician of the City's choosing at the City's expense. In case of disagreement between physicians, a third physician may be retained as a binding arbitrator, the costs of which will be split equally between the City and the employee or the Union, if so requested by the Union.

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

ARTICLE 17

GENERAL PROVISIONS

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

Where the City approves the request, the City will replace, or reimburse the employee for the cost of a new pair of eyeglasses where an employee's eyeglasses are damaged without fault or negligence on the employee's part in the course of his employment, subject to a maximum of Two Hundred and Fifty ($250.00) dollars.

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

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

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

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

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

1. Hotel accommodations if required by the nature of the meeting or the distance from the City, but then only in moderate to economically priced hotels, such accommodations will be paid in the conference hotel if the employee stays in that hotel. No additional charges may be billed to the City as part of the hotel bill other than direct City expenses (thereby eliminating charges for personal phone calls, movies, cleaning, etc, provided an employee may make one (1) personal phone call to his or her home where he is required to stay overnight at City expenses subject to a maximum charge of four (4) dollars). Except in unusual circumstances, hotel accommodations shall be made in advance, and approved by the City Manager and Finance Department.

2. Meals required by the duration of the meeting and the travel, but limited to $40.00 per day, outside of Chicago, and $50.00 per day, in Chicago, excluding any alcoholic beverages. Receipts for meals are required.

3. Mileage costs, limited to the mileage reimburse rate for that particular year authorized by the Internal Revenue Service. Airplane, bus or train fares directly to and from the destination; car rental expenses at the destination, but only if unusual situations so require; taxi or limousine expenses may also be reimbursed, but shall normally be requested and approved in advance.

   No such expenses shall be reimbursed without first having received a receipt for each expense. Travel advances may be made, by approval of the City Manager, to cover estimated expenses of the travel; reconciliation of the advance with the actual expense receipts shall take place within 30 days after the travel is completed, by submittal to the City Manager and the Finance Department of the accounting of travel expenses. Accounting of travel expenses shall in all cases be made on a form supplied by the Finance Department.

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

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

(b) be medically capable of performing the required work, free from the presence of illegal drugs in the body (as defined in the attached drug policy), and not engage in the use or abuse of alcohol when reporting for, or during work or have a blood alcohol concentration greater than .04 percent while on duty;

(c) observe all laws regulating the safe, lawful operation of a motorized vehicle while operating any car, truck, bus or other motorized vehicle as part of the employee's job duties for the employer. The employee has the right to grieve this rule.

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

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

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

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

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

ARTICLE 18

SAFETY

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

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

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

ARTICLE 19

EMPLOYEES

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

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

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

(b) **Regular, Part-Time Employee** shall be defined as those employees who, after successful completion of the probational period, are hired or employed within one (1) or more of the City departments to work less than thirty-five (35) hours each work week whether as a regular or relief employee. Although normally scheduled to work a limited amount each work week, the fact a regular, part-time employee is scheduled to, or actually works, forty (40) or more hours in each work week, whether to fill in for absent full or part-time employees, to fill vacant positions temporarily, or to accommodate the operations of the City, shall not alter the employee's status, or convert the employee to the status of a regular, full-time employee.

(c) **School Year Employee** shall be defined as those employees who, after successful completion of the probationary period, are hired or employed by the City in positions of School Bus Driver, School Bus Monitor and Yard Crew to perform duties during, and related to, the operations of the public school districts within the City of Pekin, during the established school year of those public school districts. The fact a school year employee is offered work during periods of summer school, or when the schools are not in session, shall not alter their status, or convert them to either regular full or part-time employees. However, Part Time School Year Employees shall be considered as part time employees under this agreement and shall be entitled to the same contractual terms and conditions as other part time employees.

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

Section 4: Probationary Period

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

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

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

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

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

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

ARTICLE 20

PERSONNEL FILES

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

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

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

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

ARTICLE 21

UNION BUSINESS

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

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

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

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

ARTICLE 22

SEPARABILITY/SAVINGS CLAUSE

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

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

CITY OF PEKIN

By ______________________________
Mayor

ATTEST:

By ______________________________
City Clerk

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

By ______________________________

ATTEST:

By ______________________________

ATTACHMENT A LETTER OF UNDERSTANDING PERSONNEL POLICY (Goes Here)

ATTACHMENT B DRUG AND ALCOHOL POLICY (Goes Here)

ATTACHMENT C - FMLA AND USERRA GUIDELINES (Goes Here)

ATTACHMENT D – LETTER OF UNDERSTANDING

APPENDIX A

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

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

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

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

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

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

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

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

Planning Department				4th & 5th Year Re-opener
Zoning-Inspections Division				
Division Head Secretary	$17.44	$17.96	$18.41	
HVAC Inspector (P/T)	$23.95	$24.67	$25.29	
Plumbing Inspector	$23.95	$24.67	$25.29	
Electrical Inspector (P/T)	$23.95	$24.67	$25.29	
Building Inspector	$23.95	$24.67	$25.29	
Police Department				4th & 5th Year Re-opener
Secretary - Special Services	$16.94	$17.45	$17.89	
Parking Enforcement				
Meter Attendant (F/T)	$17.17	$17.68	$18.13	
Meter Attendant (P/T)	$11.46	$11.80	$12.10	
Clerk - Data Entry	$15.68	$16.15	$16.56	
Police Records				
Admin Clerk - Legal Asst.	$20.21	$20.82	$21.34	
Records Clerk II	$16.47	$16.97	$17.39	
Records Clerk I (F/T & P/T))	$10.64	$10.96	$11.23	
Receptionist (F/T)	$14.69	$15.13	$15.51	
Receptionist (P/T)	$11.20	$11.54	$11.83	
Crossing Guard (per day)	$21.29	$21.93	$22.48	
Public Lands and Property				4th & 5th Year Re-opener
Yard Crew	$ 9.50	$ 9.79	$10.03	
Custodian I – City Hall	$18.01	$18.55	$19.01	
Custodian II - City Hall	$16.94	$17.45	$17.89	
Custodian (P/T)	$15.40	$15.86	$16.25	
Bus Department				
Division Head Secretary	$18.01	$18.55	$19.01	
Secretary	$ 9.61	$ 9.90	$10.15	
School Bus Operations				
School Bus Driver	$13.76	$14.17	$14.52	
School Bus Monitor	$11.60	$11.95	$12.25	
Oil & Water (Pre-Trip) Insp.	$13.30	$13.70	$14.04	
City Bus (FT/PT)	$18.01	$18.55	$19.01	
College Student	$ 9.50	$ 9.50	$ 9.50	

(Students must provide proof of full-time college status at time of hire.)

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

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

Final (7/20/2009)

ARTICLES OF AGREEMENT BETWEEN

CITY OF PEKIN, ILLINOIS

AND

TEAMSTERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 627

EFFECTIVE APRIL 1, 2009 - MARCH 31, 2014

SOLID WASTE DISPOSAL DEPARTMENT

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AGREEMENT

THIS AGREEMENT made and entered into this ___ day of __________________,2009 by and between **CITY OF PEKIN, ILLINOIS,** a municipal corporation (hereinafter referred to as the "City"), and **INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL NO. 627** (hereinafter referred to as the "Union"); **WITNESSETH:**

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

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 employee shall accord other employees, and individuals with whom they come in contact in the course of employment, equal treatment, respect and dignity, and maintain a work environment free from unwelcome harassment occasioned by race, sex, national origin, religion, age or disability.

Section 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 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, 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 2: Fair Share Employees who are members of the bargaining unit, but who do not authorize a deduction of Union dues, shall be required to pay a fair share (not to exceed the amount of regular Union dues) of the cost of the collective bargaining process and contract administration in pursuing matters affecting wages, hours, and other conditions of employment. Employees hired after the effective date of this Agreement and who do not made application for membership in the Union shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above.

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

(1) The Union has certified to the Employer that the affected employee has been delinquent in this obligation for at least thirty (30) days;

(2) The Union has certified to the Employer that the affected employee has been notified in writing of the obligation and the requirement for each provision of this Article, and that employee has been advised by the Union of his obligations pursuant to this Article and the manner in which the Union has calculated the fair share fee;

(3) The Union has certified to the Employer that the affected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator for the purpose of determining and resolving any objections the employee may have to the fair share fee, or to file a charge with the Illinois State Labor Relations Board for such purpose.

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

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, <u>short of discharge</u>, 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) days of the occurrence or notice of the occurrence of the event raised by the grievance. The written grievance shall be submitted to the department head of the department involved in the grievance, who shall, within seven (7) calendar days after submission, meet with the grievant and the union steward to investigate the grievance and attempt to resolve the grievance. Any grievance resolution shall be documented in writing and submitted to the Union's Business Agent and the City Manager for that department for their approval. Where no resolution is achieved at the meeting, the department head shall respond to the grievance in writing within seven (7) calendar days of the meeting, and deliver a copy of the response to the grievant and the union steward.

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

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

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

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

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

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

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

ARTICLE 4

DISCIPLINE AND DISCHARGE

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

A. Oral 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 nine (9) month period, disciplinary actions of discharge or suspension may be consistent with just cause for the accumulation.

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

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

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

ARTICLE 5

COMPLETE AGREEMENT

Section 1: 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, 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 April 1, 200**9**, to and including March 31, 2014, **with a re-opener for the 4th and 5th years of the contract for wages and health insurance,** and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other no later than sixty (60) days prior to the date of expiration. **Upon sixty (60) days written notice, prior to the third and fourth anniversary date of this agreement, there will be a re-opener of this agreement for the purpose of negotiation of the Wages (Article 10 Section 1) and Health and Welfare Rates and Co-pay (Article 15 Section 1) only. In the event the parties are unable able to reach agreement, upon the conclusion of said sixty (60) days, then either party reserves it lawful right to support its demands, including the Unions' right to strike, and the employers' right to lockout, as provided under applicable law, and the no strike, no lockout provisions provided elsewhere in this agreement would not be in effect.**

Section 2: 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 interested in being considered may submit a statement of interest in the vacant position to the department head where the vacant job exists, within ten (10) days of the date of posting shown on the notice.

Section 3: Filling Vacancies Except as specified elsewhere in this Article, the City shall evaluate the qualification and ability to perform the job duties, as measured by physical ability, prior education, training, experience, skill and demonstrated work habits, of those employees and/or outside applicants seeking the vacant position. Where two (2) or more employees or applicants possess equal qualification and ability for the vacant position, the employee possessing the greatest seniority in his or her present classification shall be offered the vacant position, For these purposes, full-time employees shall be considered senior to part-time employees, provided they have completed their initial probationary period. Employees successfully bidding for another position shall be subject to the evaluation period specified in Article 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) 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 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 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 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) days in advance, where possible. Any grievance contesting a layoff notice must be submitted within seven (7) days of the notice of layoff, where it is given, to be timely, or will not be considered.

(e) Employees will be recalled in inverse order to the order in which they were laid off from their department, provided the employee possesses qualifications, experience, and ability to perform the jobs or job duties available. Employees shall be given notice of recall by certified mail, sent to the employee's last known address. It shall be the employee's responsibility to provide the employer with his latest mailing address, by written notice to his department head. The employee shall have fourteen (14) days after the date of the notice of recall to report, but must notify his department head if he is accepting the recall within three (3) days after the recall notice is received. Where notice of recall is returned because the employee moved, and did not provide the City with notice, the City shall have no further obligation to locate the employee, whose right to recall shall be extinguished.

(f) Nothing herein shall prevent the City and the Union from mutually agreeing to a program designed to avoid or curtail layoffs by spreading available work or hours among employees or other agreed actions.

ARTICLE 9

PAY DAY

Section 1: The City agrees to pay 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 Solid Waste Disposal Department during the term of this Agreement shall be as follows:

Hourly Rates

	4-01-09	***4-1-10***	***4-1-11***	***4-1-12***	***04-01-13***
Residential and Yard Waste Drivers					
(90% rate)	$18.97	$19.54	$20.03	4th & 5th Yr Re-opener	
(100% rate)	$21.08	$21.72	$22.26		
Recycling Truck Drivers ($1.00/hour less than Residential and Yard Waste Drivers)					
(90% rate)	$17.97	$18.54	$19.03	4th & 5th Yr Re-opener	
(100% rate)	$20.08	$20.72	$21.26		
Working Foreman ($1.50/hour more than Residential and Yard Waste Drivers)	$22.58	$23.22	$23.76	4th & 5th Yr Re-opener	
Utility Person	$14.25	$14.67	$15.04	4th & 5th Yr Re-opener	

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 recycling truck driver or 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 (½) 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 employees 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 (or dates observed as such) shall be observed as holidays:

January 1 (New Year's Day)	July 4th	Thanksgiving Day
President's Day	Labor Day	Day after Thanksgiving
Memorial Day	Veteran's Day	Christmas Day

Where any holiday falls on a Saturday, the holiday shall be observed on Saturday or the preceding Friday, depending upon the City's operating requirements. Where the holiday falls on a Sunday, the holiday shall be observed on the following Monday.

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) 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

VACATIONS

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, 2014, employees who have completed fifteen (15) years of continuous service, on January 1 of the current calendar year during the term of this Agreement shall be eligible for five (5) weeks of vacation with pay at the employee's regular rate per hour.

E. Regular, full-time employees who, prior to January 1, 1992, were allowed a specific number of weeks of vacation greater than four 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 week's 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 be given to their department head in writing mot less than five (5) days prior to the pay date immediately preceding the vacation period.

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 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. 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, mother, father, mother-in-law, father-in-law, children, and grandchildren (adopted, biological or step).

Sick leave may be used only for a non-job related illness or injury for which an employee is not entitled to receive any Worker's Compensation benefits.

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

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

Section 4: Non-Payment No payment for any unused sick leave shall be made on death, retirement, or other separation of employment. Upon IMRF retirement, up to a maximum of 240 sick days (1,920 hours) can be used to pay for City of Pekin group health insurance premiums and/or extend IMRF service credit for up to one (1) year. An employee's sick time balance at retirement shall be computed at their current hourly rate and placed in a City of Pekin account. Such account shall not bear interest and shall expire upon depletion of the sick leave value placed therein. The value of this computation can be used exclusively to pay for City of Pekin group health insurance premiums; it can be used to extend IMRF service time for up to one year, or it can be used in any combination of the two options, as long as the total hours used does not exceed 240 days, or 1,920 hours. Upon the death of a retiree who was using his sick time monies to pay for health insurance, his spouse shall be entitled to use the balance of any sick time monies to pay for health insurance premiums until exhausted.

ARTICLE 15

HEALTH AND WELFARE

Section 1: Health Care Coverage During the term of this Agreement, the City shall continue to make available to regular, full-time employees and their eligible dependents, health care benefits~~,~~ the same as in effect the first 3 years of this agreement. Claims for individual benefits shall be submitted pursuant to, and determined in accordance with, the provisions of the Employee Health Benefit Plan in effect, and shall not be subject to the grievance and arbitration procedure of this Agreement.

Section 2: Health Care Cost Effective October 1, 2009, the employer shall contribute (1) One Hundred Two Dollars and Sixty Cents ($102.60) per week for member only or (2) One Hundred Thirty-eight Dollars ($138.00) per week for member plus one child or (3) Two Hundred Fourteen Dollars and Seventy Cents ($214.70) per week for member plus spouse or (4)

Two Hundred Seventy-nine Dollars and Thirty Cents ($279.30) for family to the Central States Southeast and Southwest Areas Health and Welfare Fund, Plan C-6, for each full time employee covered by this agreement even though such full time employee may only work part time under the provisions of this agreement. Contributions shall be made weekly on each full time employee for all weeks the employee is in the employ of the employer including weeks of vacation, any weeks where employee is receiving any type of compensation from the employer and for periods of layoff.

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

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

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

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

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

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

Section 4: Retiree Insurance Individuals who have retired or who retire from the City's employment after March 31, 1993, may elect to continue to participate in the City's health insurance plan where the retired individual has such right under the Illinois Insurance or Pension Code(s), but such retired individual shall be responsible for the entire premium cost for the coverage they elect, except as provided in the attached Agreement regarding City of Pekin Health Care Plan. Any retiree (after April 1, 2009) shall be able to continue insurance in applicable category (Employee, Family, etc.) and will share equally the applicable monthly rate with the City (the Employee pays 50% and the City 50%) until the employee reaches 65 years of age.

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

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

Section 7: If an employee is absent due to an on the job injury or illness that employer shall continue to pay the required contributions as long as that employee is unable to return to full time employment as the result of the on the job injury. If an employee is absent due to an off the job injury or illness that employer shall continue to pay the required contributions for a period of 36 months.

ARTICLE 16

LEAVES OF ABSENCE

Section 1: Personal Days Regular full-time employees shall be allowed two (2) 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 rights of employees who voluntarily or involuntarily leave employment positions to undertake military service, consistent with the provisions of USERRA regulations. See USERRA Attachment. Full context of law is available in the Personnel Office.

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

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

Section 4: Family Leave See FMLA and Military Leave under FMLA attachment. Full context of law is available in the Personnel Office.

Section 5: Unpaid Leave Any regular full or part-time employee may request a leave of absence without pay for a period up to six (6) months by submitting the request in writing to the head of the department where the employee works, with copies to the City Manager's Office and to the local union. Any requested leave of absence shall be subject to the approval of the department head and the City Manager, who may approve or disapprove the request on the basis of the operating requirements of the department, the availability of substitute employees, the reasons for the requested leave of absence, and any other relevant factors. Employees granted leave of absences shall be prohibited from accepting any employment while on leave of absence without prior approval of the department head and the City Manager, and shall be deemed to have voluntarily terminated employment with the City where they fail to comply with this limitation. Employees granted a leave of absence shall be reinstated to the position vacated if it exists, or if it does not, to a position to which he is contractually entitled, and may retain seniority during such leave of absence, but shall not accrue any benefits during the absence. Where an employee on a leave of absence requires an extension, a request for an extended leave of absence shall be submitted and processed in accordance with the procedures for original requests for leave.

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

Section 7: Educational Time Off/Tuition Reimbursement An employee may apply for, and the responsible department head or City Manager may approve, limited time off, with or without pay, for the employee to attend classes or receive training where the classes or training are found by the City Manager to be beneficial to the City. The City may agree to assume the full cost of professional training, or to reimburse the employee for educational tuition only, upon completion of the classes or training with a grade of C or better, provided the expenses have been previously approved and budgeted. (Where no grade is given for the class or training, the instructor must certify that the employee has satisfactorily completed the course to be reimbursed.) Approvals of leave, and/or reimbursement hereunder, shall be done in a non-discriminatory manner, subject to the availability of budgeted funds and/or work requirements in the department.

Section 8: Disability Leave

A. If an employee becomes ill or is injured in the performance of duty, he/she must report such occupational illness or injury immediately to his/her supervisor. The employee is to then see the City physician immediately, if it is not an emergency. However, in case of actual emergency, the employee should go to the nearest available clinic emergency room (or hospital emergency room after hours or during regular hours if warranted) for treatment and promptly notify the Personnel Office and the department head of the action taken.

B. If an employee becomes sick or injured on the job and is temporarily disabled from performing his/her duty, and the disability persists for one (1) month or more, the employee may be eligible to receive disability benefits under the Illinois Municipal Retirement Fund.

C. Where an employee documents the necessity for a continued absence from work for an illness or injury, whether occurring on the job or not, the employee will be placed on a leave of absence status from the service of the City once any sick leave benefits available to the employee are exhausted. The leave shall be without pay, and shall not extend beyond the period provided in Article 8, Section 2 "Termination", after which the employment relationship shall terminate. Health insurance coverage under the City's plan shall continue for the lesser of the employee's length of service or thirty-six (36) months, after which the employee will be responsible for the cost of continuation coverage, if it is available.

D. All employees requesting injury leave shall be required to obtain and submit a statement from a physician confirming the nature and extent of their work-connected illness, injury, or disability, certifying that their absence from work is required because of the illness, injury or disability, and indicating whether or not and to what extent they might return to work and to whatever extent and conditions. The City shall have the right to verify said statement by a physician of the City's choosing at the City's expense. In case of disagreement between physicians, a third physician may be retained as a binding arbitrator, the costs of which will be split equally between the City and the employee or the Union, if so requested by the Union.

Section 9: Funeral Leave In the event of the death of a member of the employee's immediate family (spouse, mother, father, mother-in-law, father-in-law, grandparents, grandparents-in-law, children, brother, sister, brother-in-law, sister-in-law or grandchildren, or any relative with whom the employee resides), a regular employee shall be granted up to three (3) days funeral leave with pay.

Section 10: 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) 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.

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, negotiations, or other municipal purposes outside of the City of Pekin, as representatives of the City. The City shall reimburse the employee for necessary expenses incurred by the employee for such travel, including:

1. Hotel accommodations if required by the nature of the meeting or the distance from the City, but then only in moderate to economically priced hotels; such accommodations will be paid in the conference hotel if the employee stays in that hotel. No additional charges may be billed to the City as part of the hotel bill other than direct City expenses (thereby eliminating charges for personal phone calls, movies, cleaning, etc., provided an employee may make one personal phone call to his or her home where he is required to stay overnight at City expenses subject to a maximum charge of four (4) dollars). Except in unusual circumstances, hotel accommodations shall be made in advance, and approved by the department head and Finance Department.

2. Meals required by the duration of the meeting and the travel, but limited to $40.00 per day, outside of Chicago, and $50.00 per day, in Chicago, excluding any alcoholic beverages. Receipts for meals are required.

3. Mileage costs, limited to the mileage reimburse rate for that particular year authorized by the Internal Revenue Service. Airplane, bus or train fares directly to and from the destination; car rental expenses at the destination, but only if unusual situations so require; taxi or limousine expenses may also be reimbursed, but shall normally be requested and approved in advance. No such expenses shall be reimbursed without first having received a receipt for each expense. Travel advances may be made, by approval of the responsible department head, to cover estimated expenses of the travel; reconciliation of the advance with the actual expense receipts shall take place within 30 days after the travel is completed, by submittal to the responsible department head and the Finance Department of the accounting of travel expenses. Accounting of travel expenses shall in all cases be made on a form

supplied by the Finance Department.

Section 5: **Conditions** As a condition of employment, each employee must:

(a) meet all driver certification and other requirement prescribed by the State of Illinois;

(b) be medically capable of performing the required work, free from the presence of illegal drugs in the body, (as defined in the attached drug policy) and not engage in the use or abuse of alcohol when reporting for, or during work or have a blood alcohol concentration greater than .04 percent while on duty;

(c) observe all laws regulating the safe, lawful operation of a motorized vehicle while operating any car, truck, bus or other motorized vehicle as part of the employee's job duties for the Employer. The employee has the right to grieve this ruling.

Section 6: 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 7: Employees are required to complete additional medical examinations, including drug and alcohol testing, as directed by the Employer. The Employer shall select the doctor or medical facility. The Employer shall, based upon medical examination, including tests for drugs or alcohol, determine whether or not an employee is complying with the requirements of Section 6(b) above. Any decision not to continue an employee's employment for medical reasons or for failure to comply with Section 6 above, may be challenged in the grievance procedure, commencing at Step 2, subject to the determination whether the Employer's decision the employee has failed to comply with Section 6 above has a reasonable basis in fact.

Section 8: **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 9: **Boot Allowance** The City shall reimburse full time employees covered by this Agreement for the purchase of safety boots every contract year. Reimbursement shall not exceed $200.00 each year and is subject to proof of purchase.

Section 10: **Shirts** Each full-time employee covered by this Agreement shall be supplied with either 5 safety green T-shirts or one safety green hooded sweatshirt each contract year. Effective with this agreement, employees shall be required to wear the safety green T-shirts and/or hooded sweatshirts as outlined by state 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 statue 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.

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 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 (a) 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 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 section, the employee shall return to his former position.

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

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

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

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 that one-half (½) hour before the start of the negotiating session, and must report back to work no later that one-half (½) 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.

THIS AGREEMENT shall be binding upon the successors or assigns of the parties hereto.

CITY OF PEKIN

By ______________________________
Mayor

ATTEST:

By ______________________________
City Clerk

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

By ______________________________

ATTEST:

By ______________________________

ATTACHMENT A . LETTER OF UNDERSTANDING PERSONNEL POLICY (Goes Here)

ATTACHMENT B DRUG AND ALCOHOL POLICY (Goes Here)

ATTACHMENT C - FMLA AND USERRA GUIDELINES (Goes Here)

ATTACHMENT D – LETTER OF UNDERSTANDING

Final (7/20/2009)

ARTICLES OF AGREEMENT BETWEEN

CITY OF PEKIN, ILLINOIS

AND

TEAMSTERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 627

EFFECTIVE APRIL 1, 2009 - MARCH 31, 2014

STREET DEPARTMENT

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

AGREEMENT

THIS AGREEMENT made and entered into this ________________________________ day of __
____, 2009, by and between **CITY OF PEKIN, ILLINOIS,** a municipal corporation (hereinafter referred to as the "City"), and **INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL NO. 627** (hereinafter referred to as the "Union"); **WITNESSETH:**

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

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

ARTICLE 1

RECOGNITION

Section 1: Recognition The City hereby recognizes the Union as the exclusive bargaining representative for the employees of the Street Department as herein defined for the purpose of collective bargaining relative to rates of pay, wages, hours, and other conditions of employment, subject to the provisions of the Illinois Public Labor Relations Act.

Section 2: Americans With Disability Act Compliance The City and the Union agree to comply with the Americans With Disabilities Act, including the duty to make reasonable accommodation, in the implementation of this Agreement. Where any employee contends either the City, the Union, or both, have failed to fulfill their duties under the ADA, the employee may pursue relief under the grievance and arbitration procedure of this Agreement, provided the employee gives the City and the Union written notice of his contention(s) and agrees his contentions shall be submitted to arbitration proceedings which shall be final and binding upon him.

Section 3: Affirmative Action As a public employer, the City is subject to certain duties to take and/or promote affirmative action, and to maintain a drug-free workplace, under federal and state laws. Nothing in this Agreement shall be interpreted in a manner which might prevent the City from fulfilling such obligations, or taking measures necessary to promote affirmative action and a drug-free workplace.

Section 4: Harassment Every employee shall accord other employees, and individuals with whom they come in contact in the course of employment, equal treatment, respect and dignity, and maintain a work environment free from unwelcome harassment occasioned by race, sex, national origin, religion, age or disability.

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

ARTICLE 2

CHECKOFF - FAIR SHARE

Section 1: The City agrees to deduct from the employee's pay covered by this Agreement, monthly Union dues and assessments and yearly DRIVE dues. The Union agrees to furnish the City with a list of deductions to be made from the pay of each employee. The City further agrees to deduct from an employee's pay that amount established by the local union in accordance with the Illinois Public Labor Relations Act for fair share for those employees who are not members of the Union. The Union shall furnish to the City a list of the appropriate deductions for such employees, and shall accord those employees those rights provided for by the Illinois Public Labor Relations Act.

ARTICLE 3

GRIEVANCE PROCEDURE AND ARBITRATION

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4

DISCIPLINE AND DISCHARGE

Section 1: Definition

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

A. Oral Warning,
B. Written Warning;

C. Suspension without pay
D. Discharge;

Before an employee can be suspended under provisions of this Section 1, the employee must have received at least one (1) warning notice for the offense for which he is being subject to suspension, and the employee shall be subject to suspension only after the progression set forth in this Section has been complied with. Before an employee can be discharged under the provisions of this Section 1, the employee shall have bad to been progressively disciplined under this Section 1 for that offense for which he is be subject to discharge; unless the discharge is pursuant to Section 3 herein.

Section 2: Just Cause

Employer agrees that disciplinary action shall only be imposed for just cause and shall be imposed as soon as practical after Employer learns of the occurrence giving rise to the need for disciplinary action and after Employer has a reasonable opportunity to investigate the facts.

Section 3: Limitation

The requirement to use progressive disciplinary action does not prohibit the Employer the use of summary discharge or suspension upon any of the following grounds, when such charges are proven:

A. Dishonesty,
B. Drunkenness or drinking of intoxicating liquors while on duty;
C. Absence without leave or reasonable ex use in excess of three (3) days;
D. Willful destruction of property;
E. Willful violation of reasonable City rules
F. Insubordination
G. Fighting on the job

Both the Employee and the Union shall be notified of disciplinary action. Such notice shall be in writing and reflect the specific nature of offense.

Section 4: Use of Prior Warnings

Any notation of an oral warning placed in employee's file shall be for documentation only and shall not be considered in sing any disciplinary action. Any written warning or suspension in the employee's file shall not be considered in imposing disciplinary action for a current offense when more than twelve (12) months have elapsed from written warning or suspension.

ARTICLE 5

COMPLETE AGREEMENT

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

Section 2: Sponsorship The employer shall not sponsor or promote, financially or otherwise, any group or labor organization, for the purpose of undermining the Union. The foregoing shall not be interpreted as an assignment of any work to any union, or as a basis for any jurisdictional claim to any work.

ARTICLE 6

SCOPE AND TERM OF AGREEMENT

Section 1: **Term** This Agreement shall be in full force and effect from April 1, 200**9**, to and including March 31, 2014, **with a re-opener for the 4th and 5th years of the contract for wages and health insurance,** and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other no later than sixty (60) days prior to the date of expiration. **Upon sixty (60) days written notice, prior to the third and fourth anniversary date of this agreement, there will be a re-opener of this agreement for the purpose of negotiation of the Wages (Article 10 Section 1) and Health and Welfare Rates and Co-pay (Article 15 Section 1) only. In the event the parties are unable able to reach agreement, upon the conclusion of said sixty (60) days, then either party reserves it lawful right to support its demands, including the Unions' right to strike, and the employers' right to lockout, as provided under applicable law, and the no strike, no lockout provisions provided elsewhere in this agreement would not be in effect.**

Section 2: **Modification** It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but desire to negotiate changes or revisions in the Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to March 31, 2014, or March 31 of any subsequent year, that such party desires to revise terms or conditions of the Agreement.

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

ARTICLE 7

JOB VACANCY

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

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

Section 3: **Filling Vacancies** Except as specified elsewhere in this Article, the City shall evaluate the qualification and ability to perform the job duties, as measured by physical ability, prior education, training, experience, skill and demonstrated work habits, of those employees and/or outside applicants seeking the vacant position. Where two (2) or more employees or applicants possess equal qualification and ability for the vacant position, the employee possessing the greatest seniority in his or her present classification shall be offered the vacant position. For these purposes, full-time employees shall be considered senior to part-time employees, provided they have completed their initial probationary period. Employees successfully bidding for another position shall be subject to the evaluation period specified in Article 19, Section 1 of this Agreement.

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

Failure to qualify for a new or vacant position shall be based solely on qualification and ability, and shall not be for arbitrary or capricious reasons. Further, the use of skill or ability as provided under this Article shall only be for new or vacant positions that require a level of expertise which is reasonably more than that normally possessed by a Street Department employee.

In the event that no bargaining unit employee either bids or qualifies for a new or vacated position, subject to the provisions of this Article, then the City may elect to fill the vacancy by promoting, reassignment, transfer or employment of a new hire.

ARTICLE 8

SENIORITY

Section 1: Seniority rights for employees shall prevail in all instances except where otherwise provided in this Agreement. In the event of a layoff, the last person hired shall be laid off first; and when the force is again increased, the persons are to be returned to work in the reverse order in which they are laid off; provided, however, the foreman shall be excluded therefrom and not affected thereby. Daily work assignments shall be by seniority subject to operational needs. Departure from seniority of daily work assignments due to operational needs shall not be for arbitrary or capricious reasons.

Seniority shall prevail on higher classifications providing the ability to perform the available work is equal. This shall not be construed to mean the City has the right to say the employee's ability to perform the work is unequal unless they have given the employee a seven-day trial period to prove his ability.

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

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

(a) Resigns or quits;

(b) Retires;

(c) Is discharged (unless returned to work through the grievance procedure or by legal decision);

(d) is absent without notification for three (3) consecutive work days, except where the employee's failure to provide proper notice and reasons for absence is beyond the employee's control;

(E) fails to return to work at the end of a scheduled vacation or authorized leave of absence;

(f) fails to report for work within fourteen (14) calendar days after notice of recall from layoff is made by certified letter to the employee's last known address with verification of delivery;

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

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

Section 3: No provision under this Article 8 shall be construed to apply to seniority rights upon a vacancy occurring in the position of foreman; and such position may be filled by the City without any reference to seniority rights, provided that it is filled from within the employees covered by this Agreement.

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

ARTICLE 9

PAY DAY

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

ARTICLE 10

RATES OF PAY

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

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

New employees hired during the term of this agreement will be paid at the 90% **rate for one year from date of hire**.

Students may be employed as part-time help at the above rate per hour but only when such employment does not take the place of a full-time employee on layoff. Students shall not obtain seniority or any rights under this Agreement. **Students will not be allowed to operate anything over a 1 ton pickup or pull attachments.**

In the event there is to be a new classification of work, the City shall meet with the Union to negotiate the duties and rates of pay for same. In the event the City acquires a new type of equipment, not presently operated by the City, the parties to this Agreement shall meet for the purpose of negotiating rates of pay and conditions for the operation of such equipment. Also subject to negotiations shall be the required number of employees to operate such new equipment.

Prior to storm debris clean up being offered to employees outside this agreement, work will be offered to street department employees first.

ARTICLE 11

HOURS OF WORK, OVERTIME, CALL-INS

Section 1: **Work Day and Work Week** Eight (8) hours shall constitute a day's work (where applicable in this Article, ten (10) hours shall constitute a day's work). All work performed after eight (8) hours shall be paid at one and one half (1 ½) times the employee's hourly rate of pay, where applicable, after ten (10) hours shall be paid at one and on-half (1 ½) times the employee's hourly rate of pay. During seal coating and/or crack sealing activities and upon the mutual agreement of both parties, personnel may come in advance of the remainder of the crew for the purpose of starting up equipment specific to those tasks.

Section 2: Compensation for call-ins before or after working hours shall be paid for a minimum of two (2) hours at one and one-half (1 ½) times, except that, if the employee actually works longer than two (2) hours, the overtime worked after said two (2) hours shall be at one and one half (1 ½) times the employee's normal base hourly rate. If the employee actually works longer than two (2) hours, all call-in hours shall be paid at one and one-half (1 ½) times the employee's normal base hourly rate.

Section 3: At any time an overtime rate is computed under any provisions of this Agreement, said overtime pay shall be based on one and one-half (1 ½) times the employee's hourly rate as determined in Article 10 hereof. **No casual employee shall be permitted to work daily or weekly overtime until all regular employees have been afforded the opportunity to work said overtime. Failure upon the City's part to comply will result in the payment of overtime to the regular employee in the amount worked by the casual employee.**

Section 4: The work week shall be arranged in five (5) consecutive days, Monday through Friday, **7:00 A.M. to 3:30 P.M.**; and, work performed after forty (40) hours per week shall be paid at one and one-half (1 ½) times the employee's hourly rate of pay as aforesaid, except as provided in Section 7 of this Article.

Section 5: Call-ins and overtime (including the sewer machine) shall be starting with the senior employee. In the event an employee is not available for such overtime, he shall be bypassed until the rotation of the list is completed before he shall be entitled to the next available overtime. In the event an employee is bypassed in error, the employee shall be paid two 2 hours at time and one-half (1 ½) for the missed call. **The foreman will not be called in out of rotation unless it is commensurate with his foreman duties.**

Section 6: In the event the employee assigned to the call-in requires additional help, the next employee on the rotation list shall be called in and shall notify the dispatcher at the end of the call-in of the additional employee requirements. The rotation list shall include call-ins at all times and all overtime, including holidays.

Section 7: Upon one week's notice and upon mutual **agreement between the City and the Union (Employees will decided by majority vote)**, the City may change the work week to be arranged in four (4) consecutive 10 hour days scheduling all employees Monday through Thursday or ½ of the employees Monday through Thursday and ½ of the employees Tuesday through Friday. (In such event selection of shift shall be determined by seniority) In the event the parties agree to a 4 - 10 hour day schedule, then 10 hours shall constitute a day's work, Monday through Thursday or, if applicable, Monday through Thursday and Tuesday through Friday with all hours worked after 10 hours per day paid at 1 ½ times the hourly rate of pay, all hours after 40 hours per week will be paid 1 ½ times, all hours worked outside of an employee's work week shall be paid at 1 ½ times. Sick leave, vacation time, and funeral leave when taken during a week when 4 - 10 hours worked, shall be paid at 10 hours, not 8 hours.

Section 8: Upon mutual agreement (majority vote of the full-time bargaining unit employees), during the months of June – August, the starting time for the entire bargaining unit can be changed to as early as **6:30 A.M.** provided however, forty eight (48) hours notice is given and the change in starting time is in one (1) week increments.

Section 9: **Lunch Period**: All employees required to work through their designated lunch period shall be paid time and one-half for the lunch period. Street Department lunch periods shall be from 12:00 Noon to **12:30** p.m.

Section 10: **Breaks:** Full-time employees will be permitted two (2) fifteen (15) minute break periods each regularly scheduled work day, one during the first four (4) hours, and a second during the second four (4) hours. Break periods shall be arranged by the department head in a manner most compatible with departmental operations, and the break periods shall be taken where the employee is working, or include any travel time and may not be extended beyond the fifteen (15) minutes allotted.

ARTICLE 12

HOLIDAYS

Section 1: The following days shall be recognized as paid holidays when not worked, and each employee shall be paid eight (8) hours holiday pay. Students shall not be entitled to any paid holidays.

New Year's Day	Thanksgiving Day	Christmas Day
Veteran's Day	Friday after Thanksgiving Day	
Independence Day	Labor Day	
Memorial Day	President's Day	

All work performed on the above mentioned holidays shall be paid for at the rate of two (2) times the regular rate, with a minimum of eight (8) hours at double time, or sixteen (16) hours, in addition to holiday pay. Should a callout occur to the same individual within the initial eight (8) hour call in period, there shall be no additional compensation. Any additional callouts are paid at double time actual hour worked. In the event the Employer requires an employee or employees to work on a holiday, they shall give the employees one week's notice, except in the case of an emergency.

For J.U.L.I.E. call-outs, employees shall be paid two (2) times the regular hourly rate, with a minimum of five (5) hours at double time, or ten (10) hours, in addition to holiday pay.

ARTICLE 13

VACATIONS

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

A. Employees who have completed one (1) year of continuous service on January 1 of the current calendar year during the term of this Agreement shall be eligible for two (2) weeks of vacation with pay at the employee's regular rate per hour.

B. Employees who have five (5) years of continuous service on January 1 of the current calendar year during the term of this Agreement shall be eligible for three (3) weeks of vacation with pay at the employee's regular rate per hour.

C. Employees who have completed ten (10) years of continuous service on January 1 of the current calendar year during the term of this Agreement shall be eligible for four (4) weeks of vacation with pay at the employee's regular rate per hour.

D. Prior to March 31, 2014, employees who have completed fifteen (15) years of continuous service, on January 1 of the current calendar year during the term of this Agreement shall be eligible for five (5) weeks of vacation with pay at the employee's regular rate per hour.

E. Regular, full-time employees who, prior to April 1, 1993, were allowed a specific number of weeks of vacation greater than four weeks based upon their length of continuous service with the City shall in each calendar year during the term of this Agreement, be eligible for the number of weeks of vacation (either five or six) with pay at the employee's regular hourly rate of pay which the employee was eligible for prior to April 1, 1993.

In the event there is work to be performed on Saturday, the employee may work in line of his seniority at his own discretion.

Section 2: Vacation time may be scheduled at any time between January 1 and December 31 of the calendar year, subject to the needs of the City and the approval of the department head. Each employee shall be credited with his vacation time for the completed years of service which he possesses on January 1 for that calendar year. Where the employee does not possess one (1) year of completed service on January 1 of the calendar year, the employee, upon completion of one full year of service with the City, shall be eligible for one (1) week of vacation time during the remainder of that calendar year. Where under the vacation schedule, an employee would become eligible for an additional week of vacation time because of his/her years of service (i.e. after five years or ten years) after the start of the calendar year on January 1, the employee shall be eligible for the additional week of vacation time during the remainder of calendar year after his anniversary date. If, at the anniversary date, there are less than 45 days left in the calendar year, then for that individual, the additional vacation time will be extended for a **ninety (90)** day period beyond December 31.

Prior to April 1 of each calendar year, employees shall be entitled to schedule their vacation time in order of their department seniority. After April 1, vacation time may be scheduled at any available time, but more senior employees may not bump any less senior employee who previously scheduled his/her vacation time. The department head shall retain the right to determine the appropriate number of employees who may schedule vacation time during any particular period in order to insure adequate staffing provided employees are not denied vacation for arbitrary or capricious reasons. Further employees scheduling a weeks vacation shall give at least one weeks notice in writing, and for vacations of less than one (1) weeks duration forty-eight (48) hours notice shall be given. Said notice is for the purpose of scheduling and isn't used to deny vacation. The City agrees to permit more than one employee to be on vacation at a time during the specified period provided it does not interfere with the efficient operation of the City. During the months of December and **January** at least one employee will be allowed off at a time for vacation. However, provided that the notice provisions as described herein are adhered to, two (2) employees will be allowed off at a time in December and **January**. Vacation time requested without the appropriate notice may only be taken upon mutual agreement between the employee and the **department head**. Vacation time shall not be scheduled for periods of less than one calendar week without the approval of the department head, provided that employees eligible for more than two (2) week's vacation time may schedule their third week in one (1) day increments and the fourth week in one-half (1/2) day increments. If mutually agreed between the employee and the department head, employees may take more of their vacation in increments than allowed above. Any vacation time not scheduled and used by December 31, **shall be paid provided that any employee denied the**

opportunity to schedule all of his vacation time during the calendar year will be allowed to extend the vacation time for a ninety (90) day period beyond December 31.

Section 3: In determining the amount to be paid for said vacation pay, a normal forty (40) hours pay computed on the amount paid to the employee under Article 6 of this Agreement shall be used. The hourly rate of the employee's normal classification shall be used.

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

Section 4: Upon separation from City employment for any reason, any employee eligible for vacation with pay shall be paid the monetary equivalent of any unused vacation benefits he had for that calendar year at his regular wage rate. For each completed week of service within the calendar year in which the employment separation occurs, the employee shall receive one-fifty-second (1/52 or .0192 percent) of the annual vacation pay the employee would be eligible to receive that calendar year in the employee's final paycheck. **The employee may elect to have this amount deposited into an insurance premium account to pay City of Pekin group health insurance premiums after retirement until the account is diminished; such account shall not bear interest and shall expire upon depletion.**

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

ARTICLE 14

SICK LEAVE

Section 1: Effective July 1, 1983, an active full-time employee shall be entitled to sick leave based on the past and future years of employment as hereafter set forth:

(1) During the first year of employment, ten (10) days sick leave.

(2) During the second year of employment, twelve (12) days sick leave.

(3) During the third year of employment, fourteen (14) days sick leave.

(4) During the fourth year of employment, fifteen (15) days sick leave.

Effective April 1, 2005, each new regular full-time employee, shall be granted one (1) day of sick leave with pay for each month of service, or a maximum of twelve (12) days per year, to be used wherever the employee, by reason of any injury or illness not arising out of his/her employment, is unable to work when scheduled.

Any sick leave which is unused during the twelve (12) month period may be accumulated by an employee provided that the maximum accumulated days do not exceed **two hundred forty (240)** It is further understood that any such days are accumulated at a no-pay status. That is, the employee shall not be compensated for same.

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

Section 3: Sick leave may be used for non-job-related injury or illness and shall not at any time be used for any injury of illness for which Workmen's Compensation benefits may be payable. **Sick leave may be used for the purpose of protecting employees from loss of income due to their unavailability/inability to work because of personal illness or injury, or the employee's and/or immediate family member's recuperation from illness, injury, or surgery. Immediate family members shall consist of spouse, mother, father, mother-in-law, father-in-law, children, and grandchildren (adopted, biological or step).**

In the event an employee initially uses sick days and subsequently, as a result of the illness or injury receives Workman's Compensation benefits for those days, then in such event the employee shall pay back to the City all pay he or she received during such period; and he or she shall be re-credited with the sick days.

An employee who is receiving Workman's Compensation benefits shall not receive any pay from the City during that period, it being expressly understood that his or her pay shall cease immediately at the time the employee begins to receive Workman's Compensation benefits.

Section 4: It shall be compulsory for an employee who is off sick for three (3) days or more to present a doctor's certificate upon his return to work in order to be entitled to sick leave benefits.

Any employee falsifying sickness in order to take advantage of sick leave shall be subject to discharge.

Section 5: Upon IMRF retirement, up to a maximum of 240 sick days (1,920 hours) can be used to pay for City of Pekin group health insurance premiums and/or extend IMRF service credit for up to one (1) year. An employee's sick time balance at retirement shall be computed at their current hourly rate and placed in a City of Pekin account. Such account shall not bear interest and shall expire upon depletion of the sick leave value placed therein. The value of this computation can be used exclusively to pay for City of Pekin group health insurance premiums; it can be used to extend IMRF service time for up to one year, or it can be used in any combination of the two options, as long as the total hours used does not exceed 240 days, or 1,920 hours. Upon the death of a retiree who was using his sick time monies to pay for health insurance, his spouse shall be entitled to use the balance of any sick time monies to pay for health insurance premiums until exhausted.

ARTICLE 15

HEALTH AND WELFARE

Section 1: **Health Care Coverage** During the term of this Agreement, the City shall continue to make available to regular, full-time employees and their eligible dependents, health care benefits~~,~~ the same as in effect the first 3 years of this agreement. Claims for individual benefits shall be submitted pursuant to, and determined in accordance with, the provisions of the Employee Health Benefit Plan in effect, and shall not be subject to the grievance and arbitration procedure of this Agreement.

Section 2: Health Care Cost Effective October 1, 2009, the employer shall contribute (1) One Hundred Two Dollars and Sixty Cents ($102.60) per week for member only or (2) One Hundred Thirty-eight Dollars ($138.00) per week for member plus one child or (3) Two Hundred Fourteen Dollars and Seventy Cents ($214.70) per week for member plus spouse or (4) Two Hundred Seventy-nine Dollars and Thirty Cents ($279.30) for family to the Central States Southeast and Southwest Areas Health and Welfare Fund, Plan C-6, for each full time employee covered by this agreement even though such full time employee may only work part time under the provisions of this agreement. Contributions shall be made weekly on each full time employee for all weeks the employee is in the employ of the employer including weeks of vacation, any weeks where employee is receiving any type of compensation from the employer and for periods of layoff.

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

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

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

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

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

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

Section 4: **Retiree Insurance** Individuals who have retired or who retire from the City's employment after March 31, 1993, may elect to continue to participate in the City's health insurance plan where the retired individual has such right under the Illinois Insurance or Pension Code(s), but such retired individual shall be responsible for the entire premium cost for the coverage they elect, except as provided in the attached Agreement regarding City of Pekin Health Care Plan. Any retiree (after April 1, 2009) shall be able to continue insurance in applicable category (Employee, Family, etc.) and will share equally the applicable monthly rate with the City (the Employee pays 50% and the City 50%) until the employee reaches 65 years of age.

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

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

Section 7: **If an employee is absent due to an on the job injury or illness that employer shall continue to**

pay the required contributions as long as that employee is unable to return to full time employment as the result of the on the job injury. If an employee is absent due to an off the job injury or illness that employer shall continue to pay the required contributions for a period of 36 months.

ARTICLE 16

LEAVES OF ABSENCE

Section 1: When any part of the City's operation is either sold, transferred or subcontracted, those employees affected shall be entitled to one (1) week severance pay for each year of employment with the City at forty (40) hours pay for each week at the applicable hourly rate.

Section 2: Family and Military Leave See FMLA and Military Leave under FMLA attachment. Full context of law is available in the Personnel Office.

Section 3: Unpaid Leave Any regular full or part-time employee may request a leave of absence without pay for a period up to six (6) months by submitting the request in writing to the head of the department where the employee works, with copies to the Mayor's Office and to the local union. Any requested leave of absence shall be subject to the approval of the department head and the Mayor, who may approve or disapprove the request on the basis of the operating requirements of the department, the availability of substitute employees, the reasons for the requested leave of absence, and any other relevant factors. Employees granted leave of absences shall be prohibited from accepting any employment while on leave of absence without prior approval of the department head and the Mayor, and shall be deemed to have voluntarily terminated employment with the City where they fail to comply with this limitation. Employees granted a leave of absence shall be reinstated to the position vacated if it exists, or if it does not, to a position to which he is contractually entitled, and may retain seniority during such leave of absence, but shall not accrue any benefits during the absence. Where an employee on a leave of absence requires an extension, a request for an extended leave of absence shall be submitted and processed in accordance with the procedures for original requests for leave.

Section 4: Educational Leave An employee interested in further professional training may obtain an educational leave without pay for up to 12 months in duration. Such leave shall require recommendation by the employee's department head, and approval by the City Manager, based on the employee's plan of education, course work, and an explanation of how such education will be of benefit to his/her City employment. Employees granted an educational leave shall be prohibited from accepting any employment while on leave without prior approval of the department head and the City Manager, and shall be deemed to have voluntarily terminated employment with the City where they fail to comply with this limitation. Employees granted educational leave shall be reinstated to the position vacated if it exists, or if it does not, to a position to which he is contractually entitled. The employee shall retain his seniority during the educational leave, but shall not accrue any economic benefits under this Agreement during the leave period.

Section 5: Educational Time Off/Tuition Reimbursement An employee may apply for, and the responsible department head or the City Manager may approve, limited time off, with or without pay, for the employee to attend classes or receive training where the classes or training are found by the City Manager to be beneficial to the City. The City may agree to assume the full the cost of professional training, or to reimburse the employee for educational tuition only, upon completion of the classes or training with a grade of C or better, provided the expenses have been previously approved and budgeted. (Where no grade is given for the class or training, the instructor must certify that the employee has satisfactorily completed the course to be reimbursed.) Approvals of leave and/or reimbursement hereunder, shall be done in a non-discriminatory manner, subject to the availability of budgeted funds and/or work requirements in the department.

Section 6: Funeral Leave In the event of the death of a member of the employee's immediate family (spouse, mother, father, mother-in-law, father-in-law, grandparents, grandparents-in-law, children, brother, sister, brother-in-law, sister-in-law or grandchildren or any relative which the employee resides), a regular employee shall be granted up to three (3) days funeral leave with pay.

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

Section 8: **Disability Leave**

A. If an employee becomes ill or is injured in the performance of duty, he/she must report such occupational illness or injury immediately to his/her supervisor. The employee is to then see the City physician immediately, if it is not an emergency. However, in case of actual emergency, the employee should go to the nearest available clinic emergency room (or hospital emergency room after hours or during regular hours if warranted) for treatment and promptly notify the Personnel Office and the department head of the action taken.

B. If an employee becomes sick or injured on the job and is temporarily disabled from performing his/her duty, and the disability persists for one (1) month or more, the employee may be eligible to receive disability benefits under the Illinois Municipal Retirement Fund.

C. Where an employee documents the necessity for a continued absence from work for an illness or injury, whether occurring on the job or not, the employee will be placed on a leave of absence status from the service of the City once any sick leave benefits available to the employee are exhausted. The leave shall be without pay, and shall not extend beyond the period provided in Article 8, Section 2 "Termination", after which the employment relationship shall terminate. Health insurance coverage under the City's plan shall continue for the lesser of the employee's length of service or thirty-six (36) months after which the employee will be responsible for the cost of continuation coverage, if it is available.

D. All employees requesting injury leave shall be required to obtain and submit a statement from a physician confirming the nature and extent of their work-connected illness, injury, or disability, certifying that their absence from work is required because of the illness, injury or disability, and indicating whether or not and to what extent they might return to work and to whatever extent and conditions. The City shall have the right to verify said statement by a physician of the City's choosing at the City's expense. In case of disagreement between physicians, a third physician may be retained as a binding arbitrator, the costs of which will be split equally between the City and the employee or the Union, if so requested by the Union.

ARTICLE 17

GENERAL PROVISIONS

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

Section 2: **Physical Examinations** Where the City requires any employee to have any physical examination(s) or test(s); the City shall pay the full cost of the examinations(s) or test(s) when conducted by a medical practitioner selected by the City. Where the employee is granted the option to utilize his/her personal physician, the City will reimburse the employee up to the amount it would pay if the exam(s) or test(s) were done by the City's medical practitioner. Physical exams or tests scheduled by the City during the employee's scheduled work hours shall not result in any loss of pay.

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

Where an employee is required to have a valid driver's license or special operator's license or permit as a condition of his or her job, any employee whose driver's license, or special operator's license or permit is suspended or revoked shall be suspended without pay pending reinstatement, up to a maximum of eighteen (18) months, after which the employee shall be terminated.

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

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

1. Hotel accommodations if required by the nature of the meeting or the distance from the City, but then only in moderate to economically priced hotels; such accommodations will be paid in the conference hotel if the employee stays in that hotel. No additional charges may be billed to the City as part of the hotel bill other than direct City expenses (thereby eliminating charges for personal phone calls, movies, cleaning, etc., provided an employee may make one personal phone call to his or her home where he is required to stay overnight at City expenses subject to a maximum charge of four (4) dollars). Except in unusual circumstances, hotel accommodations shall be made in advance, and approved by the department head and Finance Department.

2. Meals required by the duration of the meeting and the travel, but limited to $40.00 per day, outside Chicago, and $50.00 per day, inside Chicago, excluding any alcoholic beverages. Receipts for meals are required.

3. Mileage costs, limited to the mileage reimburse rate for that particular year authorized by the Internal Revenue Service. Airplane, bus or train fares directly to and from the destination; car rental expenses at the destination, but only if unusual situations so require; taxi or limousine expenses may also be reimbursed, but shall normally be requested and approved in advance. No such expenses shall be reimbursed without first having received a receipt for each expense. Travel advances may be made, by approval of the responsible department head, to cover estimated expenses of the travel; reconciliation of the advance with the actual expense receipts shall take place within 30 days after the travel is completed, by submittal to the responsible department head and the Finance Department of the accounting of travel expenses. Accounting of travel expenses shall in all cases be made on a form supplied by the Finance Department.

Section 6: **Conditions** As a condition of employment, each employee must:

(a) Meet all driver certification and other requirement prescribed by the State of Illinois;

(b) be medically capable of performing the required work, free from the presence of illegal drugs in the body, (as defined in the attached drug policy) and not engage in the use or abuse of alcohol when reporting for, or during work or have a blood alcohol concentration greater than .04 percent while on duty;

(c) Observe all laws regulating the safe, lawful operation of a motorized vehicle while operating any car, truck, bus or other motorized vehicle as part of the employee's job duties for the Employer.

The employee has the right to grieve this ruling.

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

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

Section 9: **Rain Gear** The City agrees to furnish rain gear for all City employees and to replace such rain gear once during each calendar year if needed. Prior to such replacement, the employee's existing rain gear should be turned in to his foreman for inspection and verification of the need for replacement.

Section 10: **Boot Allowance** The City shall reimburse full time employees covered by this Agreement for the purchase of safety boots every contract year. Reimbursement shall not exceed **$200.00** each year and is subject to proof of purchase.

Section 11: **Shirts** Each full time employee covered by this Agreement shall be supplied with ***either 5 safety green T-shirts or*** **one** ***safety green*** **hooded sweatshirt** ***each contract year. Effective with this agreement, employees shall be required to wear the safety green T-shirts and/or hooded sweatshirts as outlined by state, federal regulations.***

ARTICLE 18

SAFETY

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

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

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

ARTICLE 19

EMPLOYEES

Section 1: Probationary Period **A**ll employees shall be required to serve an initial probationary period of employment with the City of 60 days following their date of hire. The City shall retain the right to dismiss any probationary employee at any time without prior notice or assignment of specific reasons for dismissal, and no probationary employee or the Union shall have any rights or recourse under this Agreement. Upon successful completion of the probationary period, employees shall be credited with seniority from their last date of hire in the category; regular full-time, or regular part-time employee, for which the employee was hired.

Section 2: Residency Residency boundaries for employees covered under this Agreement shall be as follows:

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

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

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

ARTICLE 20

PERSONNEL

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

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

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

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

ARTICLE 21

UNION BUSINESS

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

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

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

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

ARTICLE 22

SEPARABILITY AND SAVINGS CLAUSE

Section 1: **Separability** If any article or section of this Agreement or any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any riders thereto or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 2: In the event that any article or section is held invalid by enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

ARTICLE 23

SALE OF ASSETS

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

THIS AGREEMENT shall be binding upon the successors or assigns of the parties hereto.

CITY OF PEKIN

By ___________________________________
Mayor

ATTEST:

By ___________________________________
City Clerk

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

By ___________________________________

ATTEST:

By ___________________________________

ATTACHMENT D - LETTER OF UNDERSTANDING

It is hereby mutually agreed between the Parties signed hereto, to adopt the following policy for the City of Pekin Street Department and qualified Solid Waste, Wastewater and General Unit employees.

1) The attached chart shows the schedule of rotation to be used for Street Department and Yard Waste Department employees, subject to the following conditions:

A. The eight (8) designated route shifts (i.e., sixteen (16) hours versus twelve (12) hours) will be rotated by the Street Department employees each major snow occurrence, so as to give all employees an equal opportunity for overtime hours of work.

B. When employees are transferred from the Solid Waste, Wastewater, and General Unit employees to perform work under this policy, any Street Department employees being paid an hourly rate, which is less than the highest hourly rate paid to transferred Yard Waste employees, shall be pad at that higher hourly rate for all hours involved in said snow removal occurrence.

2) Employees normal shift hours will not be affected or reduced by this policy and further:

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

B. All hours spent on snow removal outside of the normally scheduled workday shall be paid at the applicable overtime rate as provided in the employee's respective Collective Bargaining Agreement.

C. Selection of rotation starting times (in shifts) pursuant to this policy, shall be by seniority.

This policy is intended to allow employees time off duty to rest during major snow removal efforts. However, it is understood that due to the uncertainty of weather, the City, in its discretion, may decide not to use such policy and handle snow removal as has been past practice with City of Pekin Street Department employees.

This Letter of Understanding remains in effect through the term of this agreement unless it is abused. Should such abuse occur, upon the mutual agreement of both parties, said Letter of Understanding may be terminated by either party with seven days written notice.

________________________	______________________________
CITY OF PEKIN, ILLINOIS	TEAMSTERS LOCAL UNION NO. 627

REQUEST FOR COUNCIL ACTION

To: Mayor Rusty Dunn and Members of the City Council

CC: Dennis Kief, City Manager & Sue McMillan, City Clerk

From: Greg Ranney, Supt. of Transportation and Solid Waste

AGENDA ITEM: Approval to accept the annual $67,000.00 from Tazewell County

AGENDA DATE REQUESTED: August 10, 2009

ACTION REQUESTED: Approval of the annual Recycling Grant

BACKGROUND: The City of Pekin applied for and has received funding from Tazewell County since 1992. These funds help with the cost of operating the recycling program and recycling education

FINANCIAL IMPACT: The City of Pekin will receive $67,000.00

NEIGHBORHOOD CONCERNS: Non-Applicable

IMPACT IF APPROVED: $67,000.00 will be received by the City of Pekin to help operate the recycling program and community education

IMPACT IF DENIED: $67, 000.00 would be lost

ALTERNATIVES: The City of Pekin would have to fund the extra $67,000.00

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Intergovernmental cooperation & better government

REQUIRED SIGNATURES

Department Director ______________________________ Date

Finance Department ______________________________
(Certification of Availability of Funds) Date

Corporation Counsel ______________________________
(Certification of Review) Date

City Manager ______________________________ Date

TAZEWELL HEALTH DEPARTMENT
21306 Illinois Route 9
Tremont, IL 61568-9252 309/925-5511

CONTRACT

THIS AGREEMENT is entered into by and between the **City of Pekin** (hereinafter referred to as GRANTEE), and the COUNTY OF TAZEWELL, a body politic and corporate, (hereinafter referred to as the COUNTY).

COUNTY OBLIGATIONS

The COUNTY agrees to provide a grant in the amount of **$67,000.00.** Payment shall be made in full and shall be authorized upon execution of this Agreement The grant shall commence on the date of this Agreement and end on **12/31/10**. All funds that have not been expended or legally obligated by the expiration or termination of this Agreement may have to be returned to the COUNTY within 45 days following the expiration or termination of the Agreement.

GRANTEE OBLIGATIONS

The Grantee agrees that all grant monies will be used in support of and in connection with the COUNTY approved recycling collection program. The COUNTY will monitor the recycling program to ensure it remains in compliance with the COUNTY'S IEPA approved Solid Waste Management Plan. Failure of Grantee to comply with this Plan will require forfeiture of all unused grant funds.

Upon request by the COUNTY, Grantee agrees to prepare and submit an annual progress report detailing program expenditures.

IN WITNESS THEREOF, the undersigned governmental units have caused this Agreement to be duly executed.

TAZEWELL COUNTY

By: ______________________ ATTEST: ______________________
County Chairman County Clerk

Dated: ______________________

GRANTEE

By: ______________________ ATTEST: ______________________
Mayor/Supervisor City Clerk

Dated: ______________________