City of Pekin
AGENDA

REGULAR COUNCIL MEETING OF APRIL 11, 2005
5:30 P.M.

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. APPROVAL OF AGENDA

IV. APPROVAL OF MINUTES
Regular Council Meeting of March 28, 2005

V. PUBLIC INPUT ON AGENDA ITEMS

VI. CONSENT AGENDA

1. Receive and File Monthly Reports: Tazewell County Animal Control, Liquor Commission 3/17/05 and 3/31/05

2. Charitable Solicitation: Jenny Miller June 4, 2005

3. Receive and File Second Year Report for NPDES Stormwater Compliance

4. Receive and File IEPA Revolving Loan Pre-Application for Wastewater Facilities

5. Receive and File Pekin Police Department Year End Report 2004

6. Receive and File Tree City USA 15th Year Designation

7. Receive and File Bids for HVAC Maintenance of Municipal Buildings Opened March16, 2005

8. Receive and File Liquor Commission Recommendations to Liquor Commissioner:
   a. Hearing #1 - that the request from Robert Center for the sale of liquor at 431 ½ Court Street be approved by the City Council

VII. NEW BUSINESS

1. Liquor Use Request for above grade sales at 431 ½ Court Street from Robert Center as recommended to the Liquor Commissioner by the Liquor Committee (LH)

2. Site Plan for 431 ½ Court Street (PPC Hearing #1623 4/14/04 recommend approval received and filed by Council 4/ 26/04 (JW)

3. Engineering Agreement with Crawford, Murphey & Tilly, Inc. Pekin Municipal Airport Taxiways Project (JW)

4. Change Order Demolition of Grain Elevators (JW)

5. Agreement with Teamsters Union No. 627 April 1, 2005-March 31, 2009
Street Department (DK)

6. Agreement with Teamsters Union No. 627 April 1, 2005 – March 31, 2009
Solid Waste Department (DK)

7. HVAC Bid Award Opened 3/16/05 (GR)

8. Presentation Wastewater Treatment Facilities Operations Proposals (DK)

9. Electric Service Agreement with Ameren/CILCO at Riverfront Park (DK)

VIII. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Public Questions

Press Time

IX. EXECUTIVE SESSION

ILCS 120/2 (c) 1. Collective Bargaining
ILCS 120/02 (c) 11 Pending or Threatened Litigation

X. ADJOURNMENT

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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 THE CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, MARCH 28, 2005 AT 5:30 O'CLOCK P.M.
LYNDELL N. HOWARD * MAYOR * PRESIDING**

PRESENT: COMMISSIONERS, RICHMOND, MADDOX, MASSAGLIA, AND JONES

ABSENT: NONE

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The **Pledge of Allegiance** was led by Mayor Howard

Roll was called and all commissioners were present.

Agenda

Motion by Com'r. Richmond, seconded by Com'r. Massaglia, that the **agenda be amended** by removing under Consent Agenda 2. Charitable Solicitation. On roll call vote, all present voted Aye.

Motion by Com'r. Richmond, seconded by Com'r. Jones, that the **agenda be approved as amended**. On roll call vote, all present voted Aye.

Motion by Com'r. Richmond, seconded by Com'r. Massaglia, that the **Minutes of the Regular City Council Meeting of March 14, 2005 be approved as written.** On roll call vote, all present voted Aye.

Consent Agenda

City Clerk Sue McMillan presented the following items under consent Agenda.
Motion by Com'r. Richmond, seconded by Com'r. Jones, that the Consent Agenda be **approved as amended.**

1. Receive and File Monthly Reports: Project Status, Wastewater Treatment, Airport, Inspections

3. ~~Charitable Solicitation: Jenny Miller~~ * removed by motion

4. Receive and File Bids CDBG ADA Sidewalk Handicap Ramps Project Opened 3/17/05

ESTIMATE	PEORIA COUNTY CONCRETE	STARK EXCAVATING
$74,688.00	$87,610.90	$85,809.50

5. Resolution No. 100-04/05 ~~97-04/05~~ – Clerk to Publish Zoning Map

6. Receive and File Pekin Planning Commission Minutes Dated March 9, 2005

7. Receive and File Pekin Planning Commission Hearings and Recommendations:
   a. #1653 – Recommends the approval of the Special Use for Drive-Up for property located at 1470 Valle Vista Blvd
   b. #1654 – Recommends the approval of the Site Plan for property located at 1470 Valle Vista Blvd for Banking Services
   c. #1657 – Recommends to deny Special Use for Roadside Stand in the Northwest Corner of the parking lot of County Market located at 2111 Court Street because it does not meet the requirements of a drive thru
   d. #1658 – Recommends to deny the Site Plan for a Roadside Stand in the Northwest Corner of the parking lot of County Market located at 2111 Court Street because it does not meet the requirements of a drive thru
   e. #1659 – Recommends the approval to assign Zone for Tracts 1-7 in Hollis Township, Peoria County from County (AG) to City of Pekin I-1 pending annexation
   f. #1660 – Recommends the approval to amend the Zoning Ordinance 9-10-4-C uses not included in a specific district to include water theme parks, equestrian parks, marine parks and amusement parks
   g. #1661 – Recommends the approval to amend the I-1 Zoning to include all special uses as permitted under agricultural district (AG)
   h. #1662 – Recommends the approval to amend the I-1 Zoning ordinance 9-7A-2 of the Code of the City of Pekin to added as a principal use in an I-1 the following, all principal uses as permitted under the Agricultural District screening requirements for Abutting

Residential, Office and Business Zones shall not apply to such uses

i. #1663 – Recommends the approval to amend Zoning Ordinance 9-10B which is off street parking and loading by adding paragraph 3, The authority to enforce the provisions of Off-Street Parking and Loading shall be the joint responsibility of the City of Pekin Inspections Department and the City of Pekin Police Department

On roll call vote, all present voted Aye.

Communications, Petitions, Reports

A public Hearing was open by Mayor Howard to hear comments on the Annexation Agreements for Deppert and Amedeo, Inc.

New Business

RESOLUTION NO. 96-04/05
INTENT TO BOND

Motion by Com'r. Richmond, seconded by Com'r. Massaglia, that Resolution No. 96-04/05 be adopted. On roll call vote, all present voted Aye.

ORDINANCE NO. 2417

Motion by Com'r. Jones, seconded by Com'r. Richmond, that Ordinance No. 2417 be adopted.

Motion by Com'r. Maddox, seconded by Com'r. Massaglia, that Ordinance No. 2417 be amended by replacing "60 days" "90 days" in Section 4 (c) of said agreement. On roll call vote, all present voted Aye. As Amended. On roll call vote, all present voted Aye

ORDINANCE NO. 2418
AGREEMENT AMEDEO LLC

Motion by Com'r. Jones, seconded by Com'r. Massaglia, that Ordinance No. 2418 be adopted.

Motion by Com'r. Maddox, seconded by Com'r. Massaglia, that Ordinance No. 2418 be amended by deleting from the annexation agreement Section 5 in its entirety and inserting the following language:

5. REBATE OF TAXES

Until the first to occur of (a) the termination of this Agreement or (b) the Owner sells or develops the Property for use other than agricultural or agricultural building, the City shall rebate to the Owner that portion of property taxes paid by the Owner, with respect to the Property, allocated to the City and the Pekin Library District. The City shall make such rebate payment within 21 days of receipt from Owner sufficient written evidence of payment of such taxes.

On roll call vote, all present voted Aye.
As Amended. On Roll call vote, all present voted Aye.

ORDINANCE NO. 2419
ANNEXATION

Motion by Com'r. Jones, seconded by Com'r. Maddox, that Ordinance No. 2419 be adopted. On Roll call vote, all present voted Aye.

ORDINANCE NO. 1568-A-152
ZONING

Motion by Com'r. Jones, seconded by Com'r. Massaglia, that Ordinance No. 1568-A-152 be adopted. Clerk explained ordinance was incorrectly numbered on agenda. On Roll call vote, all present voted Aye.

ORDINANCE NO. 2420-OA
ZONING CODE special use Ag

Motion by Com'r. Jones, seconded by Com'r. Richmond, that Ordinance No. 2420-OA regarding the Zoning Code be adopted. On Roll call vote, all present voted Aye.

ORDINANCE NO. 2421-OA
ZONING CODE racetracks

Motion by Com'r. Massaglia, seconded by Com'r. Maddox, that Ordinance No. 2421-OA regarding the Zoning Code be adopted. On Roll call vote, all present voted Aye.

ORDINANCE NO. 2422-OA
ZONING CODE off street parking

Motion by Com'r. Massaglia, seconded by Com'r. Maddox, that Ordinance No. 2422-OA regarding the Zoning Code be adopted. On Roll call vote, all present voted Aye.

ORDINANCE NO. 2423
adjudication

Motion by Com'r. Massaglia, seconded by Com'r. Maddox, that Ordinance No. 2423 regarding the Administration Code be adopted. On Roll call vote, all present voted Aye.

ORDINANCE NO. 2424
AUTHORIZING A HEARING OFFICER AGREEMENT WITH J. BRIAN HELLER

Motion by Com'r. Massaglia, seconded by Com'r. Maddox, that Ordinance No. 2424 be adopted. On Roll call vote, all present voted Aye.

Motion by Com'r. Massaglia, seconded by Com'r. Maddox, that the **SPECIAL USE REQUEST FOR DRIVE-UP** for property located at 1470 Valle Vista Blvd by Tazewell County School Employee Credit Union, be approved. On Roll call vote, all present voted Aye.

Motion by Com'r. Massaglia, seconded by Com'r. Maddox, that the **SITE PLAN FOR DRIVE-UP** for property located at 1470 Valle Vista Blvd be approved. On Roll call vote, all present voted Aye.

Motion by Com'r. Massaglia, seconded by Com'r. Maddox, that the **RECOMMENDATION OF THE PEKIN PLANNING COMMISSION TO DENY THE SPECIAL USE REQUEST FOR ROADSIDE STAND IN THE NORTHWEST CORNER OF THE PARKING LOT OF COUNTY MARKET LOCATED AT 2111 COURT STREET BECAUSE IT DOES NOT MEET THE REQUIREMENTS OF A DRIVE THRU BE ACCEPTED AND THE REQUEST BE DENIED.** On Roll call vote, all present voted Aye.

Motion by Com'r. Maddox, seconded by Com'r. Richmond, that the **SITE PLAN FOR ROADSIDE STAND FOR PROPERTY LOCATED IN COUNTY MARKET PARKING LOT** be approved. On Roll call vote, all present voted Nay. Motion Failed and the site plan as recommended by the Pekin Planning Commission to deny because it did not meet the requirements of a drive-thru was also not approved by Council.

Motion by Com'r. Maddox, seconded by Com'r. Massaglia, that the **SIDEWALK BID IN THE AMOUNT OF $85,809.50 BE ACCEPTED AND THE CONTRACT BE AWARDED TO STARK EXCAVATING.** Mr. Wuellner recommended/Andrew Whitaker City Engineer Between Court and Broadway East of 11th and West of 14th estimate was at 74,688.00
Final tallies submitted March 17 for a CDBG funded project
The proposed bid was a unit price bid and the acceptable total bid was calculated from the unit prices Stark Construction was the lowest bidder . The alternate item did not have a quantity associated with it, therefore it will have no effect on who the winning bidder would be.
On Roll call vote, all present voted Aye.

Other Business

Reporters from the *Peoria Journal Star, Pekin Daily Time, and the News Media* were given the opportunity to ask questions.

Motion by Com'r. Maddox, seconded by Com'r. Massaglia that Council move to **Executive Session** at 6:15 P.M. to discuss 120/2 (c) 3, Collective Bargaining. On roll call vote, all present voted Aye.
Executive Session began at 6.25 p.m.

No further business to come before the Council, a motion was made by Com'r. Maddox, seconded by Com'r. Richmond that Council adjourn. On roll call vote, all present voted Aye.

COUNCIL ADJOURNED AT 6:40 P.M.

Sue E. McMillan
City Clerk

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On roll call vote, all present voted Aye.

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On roll call vote, all present voted Aye.
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Motion by Com'r. Massaglia, seconded by Com'r. Maddox, that Ordinance No. 2421-OA regarding the Zoning Code be adopted. On Roll call vote, all present voted Aye.

TAZEWELL COUNTY ANIMAL CONTROL

City: PEKIN

Date: 04-01-05

Billing For Month of

March 05 $3,175.00

PEKIN CITY CLERK
111 S CAPITOL ROOM 242
PEKIN IL 61554

Animal Counts Brought in by Wardens between March 1, 2005 and March 31, 2005

City	Warden	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	Vogel	City	1809 PARKFIELD	3/21/2005	Dog	LAB X	R	1	50429
	Hoyland	City	606 SUMMER	3/9/2005	Dog	AUSSIE X BORDE	R	6	50380
	Mooney	City	1313 S 11TH	3/9/2005	Dog	MALAMUTE	R	0	50382
	Vogel	City	1809 PARKFIELD	3/21/2005	Dog	RET X	R	1	50430
	Mooney	City	13970 RT 29	3/8/2005	Cat	DSH	E	1	50378
	Hoyland	City	1002 1/2 FLORENCE	3/30/2005	Cat	DSH			50475
	Mooney	City	704 N. 13TH	3/29/2005	Cat	DSH			50466
	Mooney	City	212 POPULAR	3/5/2005	Cat	DSH	E	4	50356
	Hoyland	City	1100 BLOCK OF MECHANIC	3/31/2005	Dog	ROTT			50480
	Hoyland	City	336 HERMAN	3/31/2005	Dog	GOLD RET			50483
	Mooney	City	1109 N. 2ND	3/5/2005	Other	RACCOON	E	0	50357
	Hoyland	City	PEKIN ROOFING ON DERBY	3/24/2005	Dog	GRM SHEP	R	0	50441
	Mooney	City	408 HERMAN	3/27/2005	Dog	MIX			50456
	Vogel	City	1211 S. 13TH ST	3/7/2005	Dog	BEAGLE X	REL	4	50369
	Vogel	City	1901 BROADWAY	3/18/2005	Cat	DMH	E	12	50421
	Vogel	City	1201 HENRIETTA	3/18/2005	Cat	DLH	E	12	50420
	Vogel	City	917 park ave	3/7/2005	Dog	AUST SHEP	R	0	50366
	Vogel	City	REDBRAND CREDIT UNION	3/12/2005	Dog	HOUND	E	9	50393
	Vogel	City	SUMMER AND PARK	3/13/2005	Dog	LAB	R	1	50396
	Vogel	City	2719 OVERHALL	3/17/2005	Dog	BRIT X			50413
	Mooney	City	200 BLK OF KOCH	3/25/2005	Dog	ROTT			50447
	Vogel	City	QUAIL TRAIL/EL CAMINO	3/16/2005	Dog	LAB	R	0	50408
	Vogel	City	1414 MORTON	3/21/2005	Cat	DLH	E	9	50428
	Vogel	City	405 MANOR ST	3/20/2005	Other	RACCOON	E	1	50424

Total Dogs picked up in Pekin: 15

Total Cats picked up in Pekin: 7

Total Others picked up in Pekin: 2

Animal Counts Brought in by Individuals between March 1, 2005 and March 31, 2005

City	In By	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	Owner R	County	13909 MENNONITE CHURC	3/7/2005	Cat	DSH	E	0	50363
	Owner R	City	2437 LAKESHORE	3/9/2005	Dog	JACK RUSSELL X	E	2	50379
	Individua	City	13860 1ST MIDWAY	3/14/2005	Cat	DLH	E	2	50400
	Owner R	City	1425 DELRAY	3/7/2005	Dog	LAB	E	2	50368
	Individua	City	1110 S. 9TH	3/11/2005	Cat	DLH	E	10	50388
	Individua	City	1110 S. 9TH	3/11/2005	Cat	DLH	E	10	50389
	Individua	City	1329 VIENNA	3/3/2005	Cat	DSH	REL	1	50346
	Individua	City	408 SHERWOOD	3/14/2005	Cat	DSH			50399
	Individua	City	1329 VIENNA	3/3/2005	Cat	DSH	REL	2	50347
	Owner R	City	2028 WESTGATE APT 29	3/21/2005	Dog	BEAGLE	A	1	50432
	Individua	City	1254 FLORENCE AVE	3/30/2005	Other	FERRETT			50474
	Individua	City	1254 FLORENCE AVE	3/30/2005	Other	FERRETT			50473
	Individua	City	1254 FLORENCE AVE	3/30/2005	Other	FERRETT			50472
	Individua	City	1606 CATHERINE	3/31/2005	Cat	DSH			50479
	Individua	County	11627 IL RT 29	3/28/2005	Other	DSH	E	0	50451
	Owner R	City	1012 COURT ST	3/29/2005	Cat	DSH			50462
	Individua	County	13860 1ST MIDWAY	3/18/2005	Cat	DLH	E	3	50419
	Individua	City	13860 1ST MIDWAY	3/31/2005	Cat	DSH			50482
	Individua	County	11000BLK OF RTE 29	3/16/2005	Dog	RAT TERRIER	R	1	50406
	Owner R	City	2102 SUNSET	3/2/2005	Dog	BRIT SPANIEL	A	29	50342
	Individua	County	13860 1ST. MIDWAY	3/15/2005	Cat	DLH	E	1	50405
	Owner R	City	1201 MECHANIC	3/15/2005	Cat	DSH	REL	7	50404

Total Dogs picked up in Pekin: 5

Total Cats picked up in Pekin: 13

Total Others picked up in Pekin: 4

MINUTES OF LIQUOR COMMISSION
THURSDAY, MARCH 17, 2005
4:00 P.M.
CITY HALL WEST CONFERENCE ROOM

The initial meeting of the Liquor Commission was called to order at 4:15 p.m. by Mayor Howard.

ROLL CALL
The following were present: Roy Bockler, Don Nell, John McCabe, David Eitenmiller, Gary Allen, Fire Chief Chuck Lauss, Police Chief Tim Gillespie, voting members appointed to the Liquor Commission

Also present: Joe Wuellner Public Works Director advisory representative; Sue Bosich Corporation Counsel, Sue McMillan City Clerk, Lyn Howard Mayor; Heidi Layer and Robert Center License applicants; John Sharp and Sharon Harris newspaper reporters.

ELECT CHAIRMAN
Motion by Eitenmiller, seconded by Allen that Roy Bockler be nominated as Chairman of the Liquor Commission. Motion by McCabe, seconded by Gillespie that nominations be closed. On roll call vote, all voting members present voted Aye. Motion Carried.

Roy Bockler then conducted the meeting and requested that Sue McMillan be recording secretary of the Commission. He then called for approval of the agenda.

APPROVAL OF THE AGENDA
Motion by Allen, seconded by Lauss that the agenda be approved as presented. On roll call vote all present voted Aye.

Chairman Bockler extended appreciation to Attorney Sue Bosich and City Clerk Sue McMillan for their efforts in providing background information to the Advisory Liquor Committee and the initial research for the Liquor Commission. Chairman Bockler commented that the revised liquor code, with the establishment of a liquor commission, was a good means for the business community to work out solutions before problems arose in issuing licenses.

SET MEETING DATE
The Chair asked the members for input on establishing meeting dates. Discussion followed on the policies and procedures that needed attention in order for the Commission to recommend the renewal of present licensed establishments by May, 2005. It was suggested by the Liquor Commissioner to conduct a meeting of all license holders to review the revised code, fees, and application process. (NOTE – Mayor set meeting for April 14, 2005 @ 4:00 p.m.

Motion by Allen, seconded by Gillespie that the Commission convene on the 2nd and 4th Thursdays each month. On roll call vote, all present voted Aye.
It was suggested until the Commission becomes familiar with the responsibilities of the members and initially reviews licensee files, that the following dates be set for meetings in the next weeks:

- March 31, 2005 @ 4:00 p.m.
- April 7, 2005 @ 4:00 p.m.
- April 21, 2005 @ 4:00 p.m.

SPECIAL USE FOR SALE OF LIQUOR

A public Hearing was opened at 4:37 p.m. to hear comments on the Special Use Request for Liquor Sales from Robert Center @ 431 ½ Court Street. Notice was properly published in the local newspaper on March 3, 2005. Members reviewed the application and location of the above grade establishment. Attorney Bosich explained the definition of a Class C license from the revised Liquor Code. Public Works Director Joe Wuellner told Council that an occupancy permit would not be issued until Building Code requirements were completed. The hearing was closed at 4:39 p.m.

REVIEW OF NEW APPLICATIONS

The City Clerk presented an application for a Class C License. Members discussed that the applicant would still need site approval by Council from recommendation of the Pekin Planning Commission. The Mayor as Liquor Commissioner would issue a Liquor License once conditions required under 3-3-5-3 View from the Street were met.

Motion was then made by Allen, seconded by Eitenmiller that the application for Centerpunch, Inc. dba Valhalla 431 ½ Court Street be accepted and a recommendation be made to the Liquor Commission for approval of a Class C liquor license subject to Code requirements and that a recommendation as to the special use approval be made to the City Council. On roll call vote, all present voted Aye.

The City Clerk presented an application for a Class A Liquor License. Members reviewed the documents. Discussion followed as to the location being the present Kay's on Court, the surrender of the current license, any conditions.

Motion by Lauss, seconded by Eitenmiller that the application for HLBK Incorporated dba Stagger Inn 513 Court Street be accepted and a recommendation be made to the Liquor Commissioner for approval of the license.

No further business, motion was then made by Allen, seconded by Lauss to adjourn. On roll call vote, all present voted Aye.

Meeting adjourned at 5:00 P.M.

Respectfully submitted,
Sue E. McMillan

City of Pekin

LIQUOR COMMISSION MINUTES

THURSDAY, MARCH 31, 2005
4:00 P.M.
CITY HALL WEST CONFERENCE ROOM

Roll Call
Roll was called and the following members were present for roll: Fire Chief Chuck Lauss, Police Chief Tim Gillespie, Roy Bockler, Chairman, Don Nell, David Eitenmiller, and Gary Allen. John McCabe was absent.

Also present: Attorney Sue Bosich, City Clerk Sue McMillan, Public Works Director Joe Wuellner, Mayor Howard, and Commissioner Maddox.

Approval of Minutes
Motion by Lauss, seconded by Eitenmiller that the meeting minutes of March 17, 2005 be approved as presented. Motion carried by voice vote.

New Business
City Clerk Sue McMillan opened the meeting by asking the Commission the Format on New Commission, how does the Commission formally plan on presenting this to Council or Council Agenda. Discussion followed. It was decided on Motions. Motion by Eitenmiller, seconded by Lauss. Nell opened the discussion back up; The Liquor Commission makes a recommendation to the Liquor Commissioner. The Liquor Commission is only an Advisory group, we advise the Liquor Commissioner first, then he takes it to Council. Chairman Bockler asked Eitenmiller if he wanted to withdrawal his motion not sending Motions to Council. Motion withdrawn. Not setting any Motions to Council. Recommendations after Code for organizational purposes be revised will go to Mayor.

City Clerk Sue McMillan asked members about the Zoning Code for the Planning Commission regarding Site Plans that was not in the Liquor Code. Commissioner Maddox explained Special Use in the Code. Liquor Commission recommends to the Liquor Commissioner, then goes before Council, Site Plans are Planning Commission and makes recommendations to the Council. Attorney Sue Bosich to revise/amend section 9-6A-3 in the Zoning Code and insert into the Liquor Code to go to Mayor and Council on Special Use.

Chairman Bockler discussed the Agenda items for the April 14th meeting regarding the special use for new business – New Star Buffet, located at 2307 Court Street. City Clerk will gather information/packet for the April 7th, 2005 meeting. Planning Commission meets the 13th of April for the Site Plan, recommendation to Council on the April 25th Council Meeting, then the Liquor Commissioner by the 26th, will wait to sell liquor by May 1st.

Item No. 2 on the Agenda – Set Hearing date for Ol' Dads violation of Liquor Code. Attorney Bosich will be out of the country and asked to post-pone that Hearing until the April 21st Liquor Commission Meeting. All agreed.

Members then discussed the following:

- Who notifies residents for the Special Use of the Liquor establishment located at 2307 Court Street. Discussion followed regarding the Church and the distance having to be 100 feet (building to building), its 300 feet when letters being sent out. Inspections sends out the letters. In the Liquor Code, restaurants selling alcohol does not apply
- Sample packet of Peoria's Liquor Code, revise/review goals to come up with program to be put in place in 2006
- Meetings for the month of April was set for each Thursday in April, 7th, 14th, 21st, and 28th at 4:00pm in the West Conference Room
- Regular scheduled meetings will be set on the 2nd and 4th Thursday of the month at 4:00pm to be held in the West Conference Room
- Post Special Use meetings 48 hours in advance, 15 days notice on Hearings, don't have to publish Agendas on regularly scheduled meetings
- Reviewing renewal liquor applications – applications lacking information or need more information will have a 6 month period. If after the 6 months from this renewal date they will be put on notice needing more documentation, license could be suspended after the 6 months
- Wuellner from Planning Commission sends to Mayor and Council for Site Plans, is a check sheet for Site Plan, right zone, parking, location, etc. all requirements met, put in packet and sent to Planning Commission, then recommendations go to Mayor and Council
- Special Event Applications/1 or 2 day event goes through Liquor Commissioner only
- Class A license with Conditions. Attorney Bosich stated a Class A with Conditions for example a liquor establishment without a clear view, they would get a Class A with Conditions stating they have a period of time to comply with Code
- City Clerk to get packet/application ready for review, email Liquor Commission so they can stop by pick up, review before the next meeting
- Liquor applications and letter being delivered by Pekin Police Dept. on Friday, April 1st to the Liquor establishments
- Mayor would like for the license holders to attend the April 14th meeting

Other Business:
Discussion was opened on Liquor Establishments not in compliance with the "view from the street". Allen talked about all the establishments that he knew were not in compliance, would they be 'grandfathered" in. Attorney Bosich stated for legal reasons, won't be "grandfathered" in. Clubs without clear view was made as an exception. Discussion followed. All agreed to find solutions to work for all owners and for the safety of the officers and community. Gillespie to have a list of all liquor establishments not in compliance at the April 7th meeting.

Discussion followed on notice of Hearings, what will be in the packets i.e. police reports, and who makes the decisions on the Hearings. Bosich said that the Commission does not make the decision on who decides to have a Hearing. Gillespie sends the reports to the Liquor Commissioner and City Attorney, the City Attorneys makes the decision on all violations to the Liquor Code. Nell made mention of the Liquor Commission seeing the police reports, is that confidential information not to be seen. The Liquor Commission makes the recommendation to the Liquor Commissioner regarding their findings of the Hearing.

Chairman Bockler recommended appointing a Vice Chairman. Discussion followed. Agreed that Vice Chairman would be on a monthly rotation in alphabetical order. Motion was made by Eitenmiller, seconded by Gillespie. Motion carried by voice vote.

It was agreed to next meet on April 7, 2005 @ 4:00 p.m. in the West Conference Room. Packet available for the new liquor license to review for this meeting and then be able to approve for the April 14th meeting. All agreed.

No further business, motion was then made by Nell, seconded by Gillespie to adjourn. Motion carried by voice vote.

Meeting adjourned at 5:20 P.M.

Respectfully submitted,
Paula Gensel, Secretary

The Miller Family
417 Capri St
Pekin, IL 61554
(309) 346-6076

March 28, 2005

Dear Mr. Mayor,

We would like to raise money for our mother, Jenny Miller. We would like to hold a charitable solicitation fundraiser at Friends Tap in Pekin on June 4, 2005 at 2:00pm – 7:00pm. We will be charging $7.00 per single person and $10.00 per couple or family to get in the door. We will be serving free soft drinks and dinner such as chilly, spaghetti, and hotdogs. We would also like to put fundraising cans in stores that would allow us too to raise money that way as well. She needs help in paying for bills that went unpaid while she was in the hospital for three months. She also needs help with her medical bills that accumulated while she was in the hospital for three months, her percent that her insurance will not cover.

She was able to be on a leave of absence from work for twelve weeks. She was able to get an extension on her leave for four more weeks witch took her leave from November 23, 2004 – March 13, 2005. She had about 140 hrs in E.T. time, the rest of her pay she received while on leave were from donated hrs from other employees at her place of employment. This was able to keep her insurance going and pay for things needed for when she came home. As of March 14, 2005 she has no job, no insurance and is unable to return to work. She came home on February 25, 2005 with home O_2 and a walker.

Our mother, Jenny Miller age 61 years young was admitted into Pekin hospital on November 22, 2004 with A-Fib/Congestive Heart Failure. She was then transferred to OSF Saint Francis in Peoria on November 30, 2004 with Mitral Valve Stenosis for a Mitral Valve replacement. The open-heart surgery took place on December 1, 2004 there were minor complications. They replaced the mitral valve with a larger valve; this in turn caused swelling. They were not able to close her chest until December 6, 2004. A few days after closing of the chest they found infection in her sputum and in her blood called Acinetobacter. This left her in isolation for two months.

She spent most of her stay in the hospital in the Cardiovascular ICU. For quite sometime she was unable to come off the respirator. I believe if my memory serves me correctly two or three days before Christmas they were able to take her off the respirator. Unfortunately they had to put her back on the respirator the day after Christmas. After a few days they were able to take her back off the respirator, but of course still on the O_2. During the first week of January they were able to take her out of CVICU and discharged her to the fifth floor heart care unit. Unfortunately only after a few days on five she had collapsed with respiratory arrest/insufficiency and they had to send her back to CVICU and back on the respirator. They ran more test and more x-rays, her left lung was full of fluids. After a few days they were able to take her back off the respirator. On January 10, 2005 they had to insert a drain tube into her lung to drain off all the fluids. After a couple of weeks she was then again sent back to the fifth floor. On February 3, 2005 she was finally cleared of the Acinetobacter, and was finally out of isolation. On February 11, 2005 they removed the drain tube and discharged her down to the second floor for rehabilitation. Where she spent her last two weeks in the hospital.

Although finally discharged to go home she was in the homecare program. She had a home nurse, home physical therapy, and home occupational therapy a few days a week. March 24, 2005 was her last visit with any of them. She still has to have blood drawn once a week to get her protime results for her medication. They said it is cheaper to go to the hospital to have her blood drawn than it is to have the homecare nurse come to the house and do the draw, with her now having no insurance.

We hope that you will grant our request to hold the fundraiser at Friends Tap and fundraiser cans for our mother. Thank you very much for your time in reading our letter.

Thank you,

Patricia R. Bearden
Patricia R. Bearden
346-6076

Elaine R. Brackett
Elaine R. Brackett
309-251-3831

Public Works Department

Spring of 2005

Illinois Environmental Protection Agency
Division of Water Pollution Control
Compliance Assurance Section
Municipal Annual Inspection Report
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

Re: City of Pekin
Annual Report
NPDES Phase II Storm Water Program for Municipal Separate Storm Sewer Systems
Municipalities in Urban Areas – 1990 Census

To Whom It May Concern:

Enclosed for your review and approval is our Annual Report regarding the NPDES Phase II Storm Water Program for Municipal Separate Storm Sewer Systems.

If you have any questions and/or comments, please do not hesitate to contact me at (309) 477-2300 or the organizer of the NPDES program, Patrick Meyer at (309) 446-9907.

Sincerely,

CITY OF PEKIN

Dennis Kief
City Manager

Enclosure

pc: Patrick N. Meyer, P.E., M.B.A., Patrick N. Meyer & Associates, Inc.

Dennis Kief, City Manager/Public Works Director, 111 S Capitol Street, Pekin, IL 61554
Phone (309) 477-2300 ♦ ♦ ♦ Fax (309) 346-2095 ♦ ♦ ♦ email: dkief@ci.pekin.il.us

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
ANNUAL FACILITY INSPECTION REPORT
NPDES PERMIT FOR STORM WATER DISCHARGES
FROM MUNICIPAL SEPARATE STORM SEWER SYSTEMS (MS4)

Complete each section of this report.

REPORT PERIOD:	FROM: MARCH 2004	TO: MARCH 2005

MS4 OPERATOR INFORMATION: (As it appears on the current permit)

NAME: CITY OF PEKIN		TELEPHONE NUMBER: (309) 477-2300
MAILING ADDRESS: 111 SOUTH CAPITOL STREET		
CITY: PEKIN	STATE: IL	ZIP: 61554-4108
CONTACT PERSON: DENNIS KIEF, CITY MANAGER (Person responsible for Annual Report)		

NAME(S) OF GOVERNMENTAL ENTITY(IES) IN WHICH MS4 IS LOCATED: (As it appears on the current permit)

COUNTY OF TAZEWELL	STATE OF ILLINOIS
COUNTY OF PEORIA	

THE FOLLOWING ITEMS MUST BE ADDRESSED.

A. CHANGES TO BEST MANAGEMENT PRACTICES (check appropriate BMP change(s) and attach information regarding change(s) to BMP and measurable goals.)

1. Public Education and Outreach	☐	4. Construction Site Runoff Control	☐
2. Public Participation/Involvement	☐	5. Post-Construction Runoff Control	☐
3. Illicit Discharge Detection & Elimination	☐	6. Pollution Prevention/Good Housekeeping	☐

B.
Attach the status of compliance with permit conditions, an assessment of the appropriateness of your identified best management practices and progress towards achieving the statutory goal of reducing the discharge of pollutants to the MEP, and your identified measurable goals for each of the minimum control measures.

C.
Attach results of information collected and analyzed, including monitoring data, if any during the reporting period.

D.
Attach a summary of the storm water activities you plan to undertake during the next reporting cycle (including an implementation schedule.)

E.
Attach notice that you are relying on another government entity to satisfy some of your permit obligations (if applicable).

F.
Attach a list of construction projects that your entity has paid for during the reporting period.

SIGNATURE: Dennis Kief	DATE: March 29, 2005

Information required by this form must be provided to comply with 415 ILCS 5/39 (1996). Failure to do so may prevent this form from being processed and could result in your application being denied. This form has been approved by the Forms Management Center.

IL 532 2585
WPC 691 JANUARY-2003

A. CHANGES TO BEST MANAGEMENT PRACTICES (check appropriate BMP change(s) and attach information regarding change(s) to BMP and measurable goals.)

1. Public Education and Outreach	☐
2. Public Participation/Involvement	☐
3. Illicit Discharge Detection & Elimination	☐

4. Construction Site Runoff Control	☐
5. Post-Construction Runoff Control	☐
6. Pollution Prevention/Good Housekeeping	☐

No changes to the BMPS were made.

B.
Attach the status of compliance with permit conditions, an assessment of the appropriateness of your identified best management practices and progress towards achieving the statutory goal of reducing the discharge of pollutants to the MEP, and your identified measurable goals for each of the minimum control measures.

Attach the status of compliance with permit conditions,
We are currently compliant with the permit conditions

an assessment of the appropriateness of your identified best management practices and
We feel that our identified best management practices are very appropriate in achieving our goals.

progress towards achieving the statutory goal of reducing the discharge of pollutants to the MEP,
We are progressing towards achieving the statutory goal of reducing the discharge of pollutants to the MEP through our BMPs

and your identified measurable goals for each of the minimum control measures.
Our measurable goals are our annual reports. We are meeting the requirements set forth in our original Notice of Intent. See the applicable year of the attached implementation schedule.

C.
Attach results of information collected and analyzed, including monitoring data, if any during the reporting period.

We are collecting ordinances from various area government agencies in regards to Illicit Discharge, Storm Water Retention, Construction Site Runoff Control, and Post-Construction Site Runoff Control. No physical samples of water has been tested for quality.

The following functions were attended or produced by one or more of the representatives of our group.

- Year of 2004-Illinois River Valley Council of Governments stormwater committee.
- Televised NPDES Storm Water Regulations video on various public access channels
- Distribution of NPDES Storm Water Regulations video to attached list of schools for educational purposes.
- Distribution of newsletters from respective communities to the constituents regarding storm sewer regulations.
- Continuously developing website thru the Tri-County Regional Planning Commission
- Earth Day Celebrations
- River Sweep
- 3/22/04-Clean Water Celebration at the Peoria Civic Center
- 4/22/04-APWA Click, Listen, & Learn-Erosion Control Compliance with NPDES Phase II
- 4/24/04-Earth Day Celebration-Computer Recycling Collection by Tazewell County Health Department in East Peoria
- 5/5-7/04-APWA Annual Conference at Peoria-Storm Water Utility presentation and booths regarding NPDES Phase II concepts.
- 5/15/04-Household Hazardous Waste Collection in East Peoria.
- 5/19/04-Stormwater Conference in Peoria by ADS
- 11/9/04-Turf Reinforcement Workshop at IDOT District 4 in Peoria by ERO-TEX.
- 12/15/04-Storm Water Utility presentation by Doug Noel of AMEC
- 1/14/05-Ultraliner Seminar in Peoria by Hoerr Construction, Inc.
- 2/15/05-NPDES seminar in East Peoria hosted by the Bartonville, East Peoria, Morton, Pekin, Peoria, Peoria County, North Pekin, South Pekin, & Washington, Kickapoo Twp, Medina Twp, Limestone Twp

PEORIA COUNTY SUPERINTENDENTS LIST 2004-2005

NAME		SCHOOL	ADDRESS		ZIP	PHONE/ FAX
Mr. Allen Johnson, Supt.	62	Pleasant Valley	4607 W. Elwood	Peoria	61604	673-2494 Fax : 673-5421
Mr. James Thomas, Supt.	63	Norwood	6521 W. Farmington Rd.	Peoria	61604	676-3523 Fax: 676-6099
Mr. Randy Vincent, Supt.	66	Bartonville	6000 S. Adams St.	Bartonville	61607	697-3253 Fax: 697-3254
Mr. Marc Devore Supt.	68	Oak Grove	4812 W. Pfeiffer Rd.	Bartonville	61607	697-3367 Fax: 633-2381
Mr. Wesley Wells, Supt.	69	Pleasant Hill	3717 W. Malone	Peoria	61605	637-6829 Fax: 637-8612
Mr. Bob Wetzel, Supt.	70	Monroe Grade	5137 W. Cisna Rd.	Bartonville	61607	697-3120 Fax: 697-3185
Mr. Charles Fabish, Interim Supt Mr. Ken Hinton, Deputy Supt.	150	Peoria District 150	3202 N. Wisconsin Ave.	Peoria	61603	672-6770 Fax: 672-6708
Mr. Mark Doan, Supt.	265	Farmington Central	516 N. Trivoli Rd. Box 107	Trivoli	61569	362-2424 Fax: 362-2421
Mr. Dennis McNamara, Supt.	309	Brimfield	P.O. Box 238	Brimfield	61517	446-3378 Fax: 446-9962
Mr. Bill Beach, Supt.	310	Limestone	4201 S. Airport Rd.	Bartonville	61607	697-6271 Fax; 697-9635
Mr. Roger Alvey, Supt.	316	Limestone-Walters	8223 W. Smithville Rd.	Peoria	61607	697-3035 Fax: 697-9466
Dr. David Kinney, Supt.	321	Illinois Valley Central	1300 W. Sycamore, PO Box 298	Chillicothe	61523	274-5418 Fax: 274-5046
Mr. Tom Kahn, Supt.	322	Elmwood	301 W. Butternut St.	Elmwood	61529	742-8464 Fax: 742-8812
Dr. Jeanne Williamson, Supt.	323	Dunlap	Box 395	Dunlap	61525	243-7716 Fax: 243-7720

Mr. Roger Bergia, Supt.	325	Peoria Heights	500 E. Glen Ave.	Peoria Hgts	61616	**686-8800** Fax: 686-8801
Ms. Kathryn Hanneken, Supt.	326	Princeville	302 Cordis Ave.	Princeville	61559	**385-2213** Fax: 385-1823
Mr. Randy Stueve, Supt.	327	Illini Bluffs	9611 Hanna City-Glasford Rd.	Glasford	61533	**389-2231** Fax: 389-2251
Mr. John Link, Supt.	328	Hollis	5613 W. Tuscarora Rd.	Peoria	61607	**697-1325** Fax: 697-1334
Ms. Jane Winter-Clark, Dir.		SEAPCO (Special Ed Association of Peoria County)	6000 S. Adams	Bartonville	61607	**697-0880** Fax: 697-0884
Mrs. Carol Leach		Education for Employment	2000 Pioneer Pkwy, Suite 3	Peoria	61615	**693-7373** Fax: 693-7375

VILLAGE OF MORTON SCHOOL LIST 2004-2005

NAME		SCHOOL	ADDRESS		ZIP	PHONE/ FAX
Mr. Bob Bardwell, Principal	709	Brown Elementary School	2550 N Morton Ave	Morton	61550	**266-5309**
Mr. Mike Saunders, Principal	709	Grundy Elementary School	1100 S Fourth Ave	Morton	61550	**263-1421**
Mr. Lorna Sherwood, Principal	709	Jefferson Elementary School	220 E Jefferson St	Morton	61550	**263-2650**
Ms. Sheila Taylor, Principal	709	Lincoln Elementary School	100 S Nebraska Ave	Morton	61550	**266-6989**
Mr. Charles Nagel, Principal	709	Morton Junior High School	225 E Jackson St	Morton	61550	**266-6522**
Mr. Dennis Johnson, Principal	709	Morton High School	350 N Illinois Ave	Morton	61550	**266-7182**
Mr. R. Scott Russell, Ph.D., Superintendent **Mr. Roger Kilpatrick, Ph.D., Associate Superintendent**	709	District 709 Offices	225 E Jackson St	Morton	61550	**263-2581**

D. Attach a summary of the storm water activities you plan to undertake during the next reporting cycle (including an implementation schedule.)

See applicable year of the attached implementation schedule.

E.
Attach notice that you are relying on another government entity to satisfy some of your permit obligations (if applicable).

The following entities

Village of Bartonville
City of East Peoria
Village of Morton
City of Pekin
Village of North Pekin
Village of South Pekin
City of Washington
Kickapoo Township
Limestone Township
Medina Township
Peoria County

are part of a group that is collectively attempting to satisfy some of the requirements of the following BMPs.

1. Public Education and Outreach
2. Public Participation/Involvement

F.
Attach a list of construction projects that your entity has paid for during the reporting period.

Pekin Riverfront Park; > 1 acre; SWPPP on file.

BEST OR

'ORM WATER PE STORM SEWER SYSTEMS (MS4s)

C. Illicit Discharge De	E. Post-Construction Runoff Control		F. Pollution Prevention/Good Housekeeping	
.1 Storm Sewer Map ·paration	2 Regulatory Control gram	E.6 Post-Construction Inspections	F.1 Employee Training Program	F.2 Inspection and Maintenance Program
) storm sewers utilizing data with coordination ı a regional planning mission	gulatory Control Program	Conduct post-construction inspections and place on file with project documents	Employee Training Program	Inspect inlets from list that are prone to clogging. Follow written street sweeping schedule as planned
Me s				
;et for mapping, contract a regional planning nission for services to ·lete GIS mapping	eview other government ganization's ordinances garding Post-Construction unoff Control	Budget appropriate personnel in municipal budget to conduct post-construction inspections	Inventory equipment	Outline map of street sweeping schedule
data collection of storm data by the a regional :ng commission	raft ordinance with enalties for review by unicipal personnel and iscuss implementation	Keep a running list of all construction locations, responsibility, contact information	Record annual maintenance of equipment	Identify problem areas and increase sweeping frequency as necessary
lata collection of storm data by the a regional ıg commission	Iake ordinance available for ublic review	Update list on an annual basis as to the condition and effectiveness of location	Attend Street Sweeping Seminars as offered as necessary	
' and final corrections ı sewer data	mplement and enforce rdinance	List both compliant and non-compliant locations		
te record of all ally owned stormed ın electronic file	Record locations and review on a time-specified basis (possibly monthly)	Determine for correcting non-compliant locations (perhaps ordinance and penalties)		

CITY OF PEKIN
BEST MANAGEMENT PRACTICES (BMP's) FOR
NPDES PHASE II STORM WATER PROGRAM FOR MUNICIPAL SEPARATE STORM SEWER SYSTEMS (MS4s)

	A. Public Education and Outreach	B. Public Participation/Involvement	C. Illicit Discharge Detection and Elimination		D. Construction Site Runoff Control	E. Post-Construction Runoff Control		F. Pollution Prevention/Good Housekeeping	
BMP's	A.1 Distributed Paper Material	B.6 Program Coordination	C.1 Storm Sewer Map Preparation	C.2 Regulatory Control Program C.4 Illicit Discharge Tracing Procedures C.6 Program Evaluation and Assessment C.7 Visual Dry Weather Screening C.9 Public Notification	D.1 Regulatory Control Program D.2 Erosion and Sediment Control BMPs D.4 Site Plan Review Procedures	E.2 Regulatory Control Program	E.6 Post-Construction Inspections	F.1 Employee Training Program	F.2 Inspection and Maintenance Program
Brief Description of BMP:	Regional effort for Public Education and Outreach through a regional planning commission	Regional effort for Public Participation/Involvement through a regional planning commission	Map storm sewers utilizing GIS data with coordination from a regional planning commission	Visual Dry Weather Screening	Conduct site plan review according to Erosion, Sediment, and Storm Water Control Ordinance	Regulatory Control Program	Conduct post-construction inspections and place on file with project documents	Employee Training Program	Inspect inlets from list that are prone to clogging. Follow written street sweeping schedule as planned
Measurable Goal(s), including frequencies: Annual report on status									
Year 1	Organization of complete listing of all agencies willing to participate in group effort	Organization of complete listing of all agencies willing to participate in group effort	Budget for mapping, contract with a regional planning commission for services to complete GIS mapping	Budget appropriate personnel in municipal budget to conduct visual dry weather screening	Review other government organization's ordinances regarding Erosion, Sediment, and Storm Water Control. Incorporate land disturbing activity of one acre or more.	Review other government organization's ordinances regarding Post-Construction Runoff Control	Budget appropriate personnel in municipal budget to conduct post-construction inspections	Inventory equipment	Outline map of street sweeping schedule
Year 2	Listing of media types of each government organization	Listing of media types of each government organization	Field data collection of storm sewer data by the a regional planning commission	Use draft of map from C1 or city map to identify logical sections of the storm sewer system	Draft ordinance for review by municipal personnel and discuss implementation	Draft ordinance with penalties for review by municipal personnel and discuss implementation	Keep a running list of all construction locations, responsibility, contact information	Record annual maintenance of equipment	Identify problem areas and increase sweeping frequency as necessary
Year 3	Sharing of ideas and efforts amongst government organization	Sharing of ideas and efforts amongst government organization	Field data collection of storm sewer data by the a regional planning commission	Schedule walking of creeks and open drainage ways in June, July, and August to detect illogical water discharge and illegal dumping, note on map, and determine point of origin	Make ordinance available for public review	Make ordinance available for public review	Update list on an annual basis as to the condition and effectiveness of location	Attend Street Sweeping Seminars as offered as necessary	
Year 4	Record listing of each governmental organizations storm water education efforts	Record listing of each governmental organizations public participation/involvement	Review and final corrections of storm sewer data	List origin locations, point of discharge, contact information, property owner(s) etc. Publicly list offenders and their violations	Implement and enforce ordinance	Implement and enforce ordinance	List both compliant and non-compliant locations		
Year 5	Perpetuate status of committee for future and continue of public education and outreach	Perpetuate status of committee for future and continue of public education and outreach	Complete record of all municipally owned stormed sewers on electronic file	Determine mechanism for correcting non-compliant locations (perhaps ordinance and penalties)	Record locations and review on a time-specified basis (possibly monthly)	Record locations and review on a time-specified basis (possibly monthly)	Determine for correcting non-compliant locations (perhaps ordinance and penalties)		

Illinois Environmental Protection Agency
P.O. Box 19276, Springfield, IL 62794-9276
Pre-application for Loan Assistance for Wastewater Facilities
Annual Filing Deadline: March 31

Agency Use Only:	
Date Received:	________
Project Number:	________
____ *New App.* ____ *Renewal App.*	

1. **Legal Name of Applicant:**

Pekin, City of

2. **Address:**

111 S. Capitol Street

Pekin, IL 61554

3. **Location Information:**

a) County Tazewell

b) U.S. Congressional District # 18

c) Illinois House District # 91

d) Illinois Senate District # 46

4. **Authorized Representative:**

Name: Dennis Kief

Title: City Manager

Phone: (309) 477-2328

5. **Engineer:**

Name: Gary Davis

Firm: Farnsworth Group, Inc.

Address: 7707 N. Knoxville Ave.

Peoria, IL 61614

Phone: (309) 689-9888

6. Type of Project:
*Check only one (1) and provide **current** tributary population of proposed service area, if requested. One population equivalent (P.E.) is either a single resident or equivalent (.17 lbs. BOD_5 per day).*

___ a. Service Continuation (Repairing or upgrading of existing sanitary sewer or treatment facilities) ____________ P.E.
x b. Service Expansion (Increasing treatment capacity transport capacity or providing new service)
1) Sewage treatment plant 49,900 P.E.
2) Collection System Expansion ____________ P.E.
3) Interceptor Sewer Construction ____________ P.E.
___ c. New Service (Unsewered community) ____________ P.E.
___ d. Combined Sewer Service (Alleviation of flooding problems)

7. Description of Proposed Treatment Facilities Including Cost Estimates:
(Attach additional pages if necessary)
Estimated Cost:
$ 9,000,000

Sewage Treatment Plant No. 1 expansion.

8. Location of Discharge Point of Wastewater Treatment Facilities:
Complete a) or b).
a. Discharge will continue at an existing facility:
1) Name of Treatment Facility City of Pekin - Sewage Treatment Plant No. 1
2) NPDES Number IL00 34495

b. Discharge will occur from a new facility to: ____________
(Name of receiving stream)

9. Proposed Project Schedule:
Indicate "complete" or anticipated date of completion, as appropriate.

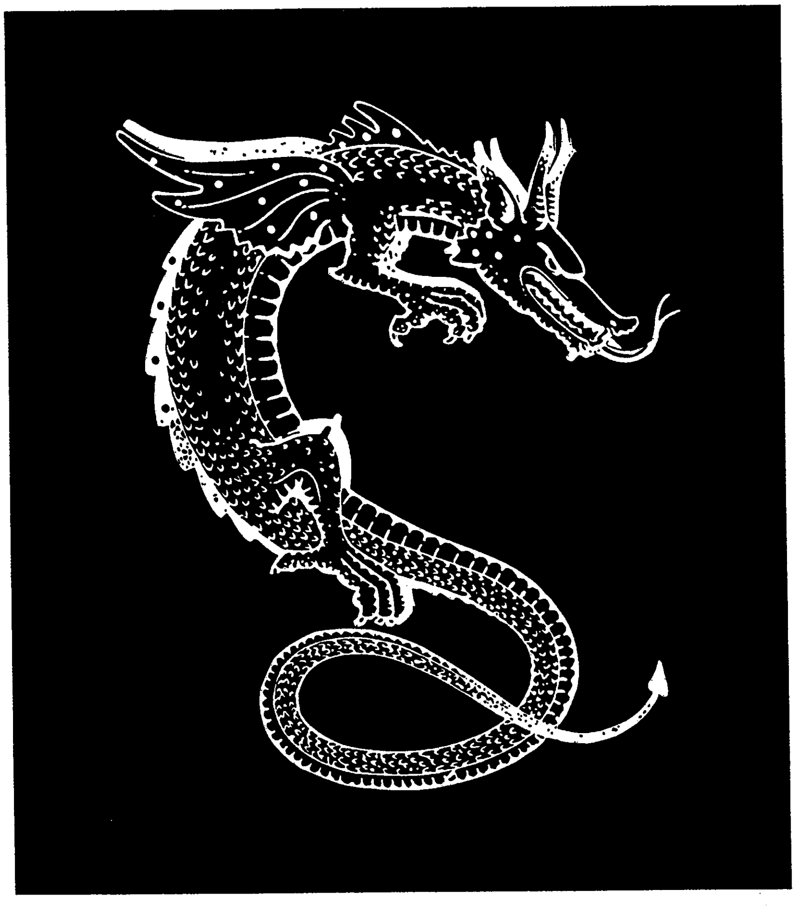
a. IEPA Approved Facility Plan 9/05
b. Plans and Specifications Completed 9/06
c. User Charge System and Sewer Use Ordinance 9/06
d. Advertise for Bids 11/06
e. Contract Award 1/07
f. Completion of Construction 7/08

I, Dennis Kief, hereby request that this project be scored for inclusion on the IEPA Project Priority List for loan assistance.

Date 3/23/05 ***Authorized Representative*** [signature]

Available in
Office of City Clerk

To Serve and Protect



Pekin Police Department

2004 Year End Report

The National Arbor Day Foundation®
211 N. 12th St. • Lincoln, NE 68508 • 402-474-5655 arborday.org
We help people plant and care for trees.™

March 15, 2005

The Honorable Lyn Howard
Mayor of the City of Pekin
111 South Capitol
Pekin, IL 61554

Dear Mayor Howard,

Congratulations to Pekin on being named as a 2004 Tree City USA!

The trees we plant and care for today will cool and beautify our communities, increase property values, help clean the air and water, and conserve energy for years to come.

An effective community forestry program is an ongoing process of renewal and improvement—a program of tree planting and care that continues through the years. The Tree City USA award is an excellent indication that there is a solid foundation for that process of improvement.

Tree City USA is sponsored in cooperation with the National Association of State Foresters and the USDA Forest Service. State foresters are responsible for the presentation of the Tree City USA flag and other materials. We will forward your awards to Reinee Hildebrandt in your state forester's office. They will be coordinating the presentation with you. It would be especially appropriate to make the Tree City USA award a part of your Arbor Day ceremony.

Again, congratulations on receiving this national recognition for your tree-care program.

Best regards,

John Rosenow
President

cc: Dave Pagliano

BID TABULATIONS

JOB DESCRIPTION AND LOCATION:
HVAC MAINTENANCE OF MUNICIPAL BUILDINGS THREE YEAR CONTRACT 5/1/05-4/30/08
OPENING DATE: MARCH 16, 2005 WALK THROUGH MARCH 1, 2005 BID OPENING 10:00 A.M.

CONTRACTOR NAME	HOURLY CALL OUT RATE	BID ANNUAL COST	WALK THRU
PERFECT AIR CONDITIONING	$75.00	$12,500.00	X
XCELL MECHANICAL SYSTEMS	$108.00	$7,960.00	
JOHNSON MECHANICAL SERVICE	$90.00	$15,300.00	X
ROBINSON PLUMBING	$105.00	$16,581.00	X
CENTRAL HEATING & A/C	$63.85	$9,893.00	X
ENTEC SERVICE		NO BID	X
SAMS HEATING & AIR CONDITIONING		NO BID	X

ESTIMATE: $
ESTIMATED BY Greg Ranney

SPECIAL USE FOR SALE OF LIQUOR

A public Hearing was opened at 4:37 p.m. to hear comments on the Special Use Request for Liquor Sales from Robert Center @ 431 ½ Court Street. Notice was properly published in the local newspaper on March 3, 2005. Members reviewed the application and location of the above grade establishment. Attorney Bosich explained the definition of a Class C license from the revised Liquor Code. Public Works Director Joe Wuellner told Council that an occupancy permit would not be issued until Building Code requirements were completed. The hearing was closed at 4:39 p.m.

REVIEW OF NEW APPLICATIONS

The City Clerk presented an application for a Class C License. Members discussed that the applicant would still need site approval by Council from recommendation of the Pekin Planning Commission. The Mayor as Liquor Commissioner would issue a Liquor License once conditions required under 3-3-5-3 View from the Street were met.

Motion was then made by Allen, seconded by Eitenmiller that the application for Centerpunch, Inc. dba Valhalla 431 ½ Court Street be accepted and a recommendation be made to the Liquor Commission for approval of a Class C liquor license subject to Code requirements and that a recommendation as to the special use approval be made to the City Council. On roll call vote, all present voted Aye.

The City Clerk presented an application for a Class A Liquor License. Members reviewed the documents. Discussion followed as to the location being the present Kay's on Court, the surrender of the current license, any conditions.

Motion by Lauss, seconded by Eitenmiller that the application for HLBK Incorporated dba Stagger Inn 513 Court Street be accepted and a recommendation be made to the Liquor Commissioner for approval of the license.

No further business, motion was then made by Allen, seconded by Lauss to adjourn. On roll call vote, all present voted Aye.

Meeting adjourned at 5:00 P.M.

Respectfully submitted,
Sue E. McMillan

Pekin Planning Commission
April 14, 2004

HEARING #1622

The Pekin Planning Commission had a tie vote for the Special Use for liquor sales at 431½ Court Street. There will be no recommendation made for the Special Use to the Pekin City Council.

____
Michelle Holder, Chairman

____
Don Hild, Vice-Chairman

Pekin Planning Commission
April 14, 2004

HEARING #1623

The Pekin Planning Commission recommends that the site plan for 431½ Court Street be approved by the Pekin City Council.

Michelle Holder, Chairman

Don Hild, Vice-Chairman

P.P.C.

PLAN CHECKLIST
For Special Use Request

Name Robert L Center

Address ~~1002 S TOTS~~ 431 ½ Court

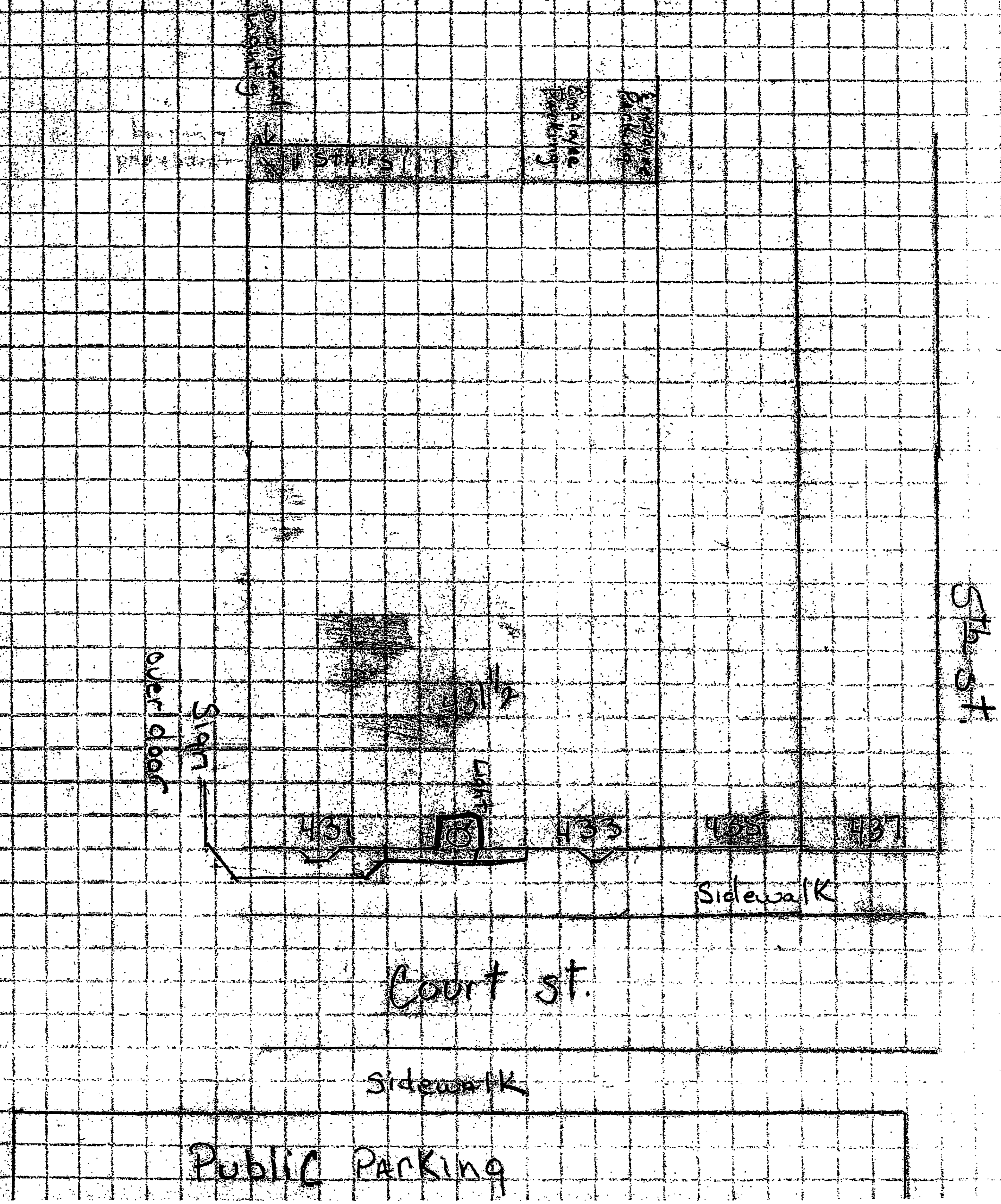
Phone # (309) 353-5608

Contact Person (if Other than Requestor) ______

	Required Information – Approval Dates		Public Works Director 3/30/04 DK	City Engineer 3/31/04	Code Enforcement 3/31/04	Fire Chief
1.	Subdivision Name and Lot Number		✓	✓	ok	
2.	Local Cross Streets		Exist	✓	ok	
3.	Lot Layout, Dimension and Setbacks (Site Plan)	N/A	Exist		ok	
4.	Public Access – Traffic Flow		Exist	✓	ok	
5.	Easements	N/A	–		N/A	
6.	Sanitary Sewer Locations, Size	6" N/A	–		N/A	
7.	IEPA Sanitary Sewer Permit	N/A	–		N/A	
8.	Storm Sewer Location and Size	N/A	–		N/A	
9.	Proper Zoning (Current)	B-2	✓	✓	ok	
10.	Parking Spaces and Surface		Exist	✓	ok	
11.	Sidewalks		Exist	✓	ok	
12.	Landscaping	N/A	–		N/A	
13.	ADA Compliance	N/A	–		N/A	
14.	Driveway Openings (curb cuts)	N/A			N/A	
15.	TIF Area	N/A	✓		N/A	
16.	Signage Exterior			✓	ok	
17.	Lighting Exterior			✓	ok	
18.	Floor Plan Shown and Dimensions (Building Plan)	*		✓	ok	
19.	Screening or Fencing – Barbed Wire or Electric	N/A	–		N/A	
20.	Loading and Unloading Areas Shown and Dimensions	N/A	–		N/A	
21.	Fire Hydrant Location	N/A	–		N/A	
22.	Groundwater Recharge Signoff	N/A	–		N/A	
23.						
24.						

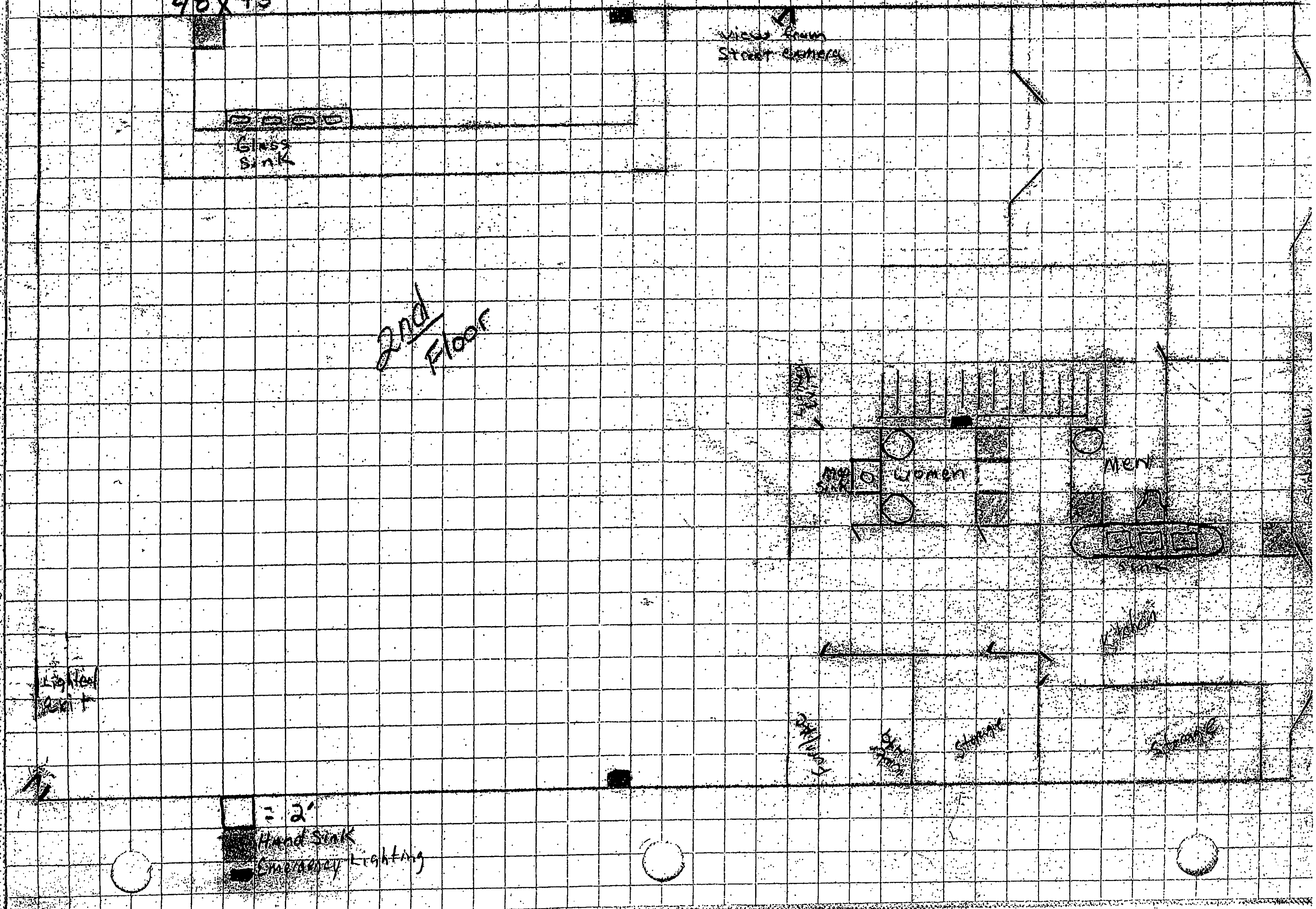
No Comments — No Comments

November 3, 2003



Stairs
Employee Parking
Employee Parking
431 1/2
Sign over door
Light
431
433
435
437
5th st
Sidewalk
Court st.
Sidewalk
Public Parking

original Town Block #72 Lot 10
04-04-35-335-010
SE 1/4 SW 1/4 Section 34 East 48' of Lot 10 Block 72
48 X 95



CMT
Crawford, Murphy & Tilly, Inc.
Consulting Engineers

March 17, 2005

Mr. Joe Wuellner
Pekin Municipal Airport
City of Pekin
111 So. Capital St.
Pekin, IL 61554

Re: CMT File 04069-03-00

Pekin Municipal Airport
Rehabilitate and Mark the Parallel Taxiway, Including Connecting Taxiways
IL Proj. No.: CI5-33434
AIP Proj. No.: 3-17-0078-B8
Engineering Agreements

Dear Joe:

Enclosed you will find four (4) copies of the above referenced Engineer Agreement executed by Crawford, Murphy & Tilly, Inc. This agreement has been reviewed and approved by IDA. Upon your review and approval, please execute and date all copies, retain one (1) for your files and return the other three (3) copies to us for distribution.

If you have any questions or need anything further from us to process these agreements, please call.

Sincerely,

CRAWFORD, MURPHY & TILLY, INC.

Sean M. Smith

c: Mr. Gary Joe - IDA

sms

Illinois Department of Transportation

Division of Aeronautics
1 Langhorne Bond Drive / Capital Airport / Springfield, Illinois / 62707-8415

March 16, 2005

RECEIVED
MAR 17 2005
CMT, INC.

Mr. Sean Smith
Crawford, Murphy & Tilly, Inc.
Consulting Engineers
2750 West Washington Street
Springfield, Illinois 62702

Re: Engineering Agreement Review
Rehabilitate and Mark Parallel and
Connecting Taxiways
Pekin Municipal Airport
Ill. Proj. No. C15-3434
AIP Proj. No. 3-17-0078-B8

Dear Sean:

We have completed a review of the Agreement for Engineering Services for the preliminary, design, construction, and special services phases of the above project. Based on the size and scope of the project as indicated by the estimated construction cost, the following fees are approved:

- Approved Preliminary Design Services fee: $3,500.00
  (Requested Preliminary Design Services fee: $3,500.00)

- Approved Design Services fee: $29,300.00
  (Requested Design Services fee: $29,300.00)

- Approved Construction Services fee: $10,500.00
  (Requested Construction Services fee: $10,500.00. It is understood that the city of Pekin will provide Resident Engineering as a force account item.)

- Approved Special Services fee: $1,000.00
  (Requested Special Services fee: $1,000.00)

Consistent with Sections I.A and II.A of the Standard Agreement for Architectural, Engineering and Planning Services for Airports, along with Division of Aeronautics' policy, reimbursement for TIP efforts may be included as a preliminary cost associated with project completion. The maximum amount of the reimbursement is limited to $2,000.00 per fiscal year per airport. A preliminary phase services fee of $3,500.00 is therefore approved based on the understanding that these preliminary phase services consist solely of TIP related services. Please include expense totals, detailed task descriptions and support documentation for the reimbursement as follows:

- FY2002 TIP (FY 2004-2008) reimbursement ($2,000.00 max)
- FY2003 TIP (FY 2005-2009) reimbursement ($2,000.00 max)

Please ensure that all blank spaces are filled in and that all appropriate attachments are included.

Regarding the DBE goal for this project, the current DBE Participation Goal is 22.7%, which is a substantial increase from last year. However, I have reviewed your discussion outlining your good faith effort to meet this goal and find your explanation to be satisfactory. **As a reminder, Attachment "O" in the Standard Agreement is a contractual requirement which provides verification of DBE participation, or non-participation, which must be completed for all projects and returned to Mr. Alan Mlacnik, Acting Engineer of Design, prior to final payment approval. This document provides written documentation of actual services performed and is a contract deliverable.**

Upon execution, please forward one copy of the agreement to this office. Should you have any question, I may be reached at (217) 524-5194.

Sincerely,

Gary L. Joe

Gary L. Joe, P.E.
Design Engineer

GLJ/dwm

C: Joe Wuellner – City of Pekin

City of Pekin
Public Works

Memo

To: Commissioners

From: Joseph W. Wuellner, Public Works Director

CC: Denny Kief, Sue McMillan, Kim Uhlig, and Bob Reis

Date: April 4, 2005

Re: Change Orders – Grain Bin Demolition

Gentlemen:

As this project draws to conclusion, there were some changes made along the way that need to be addressed.

First, there was a change in alternatives regarding the structural members on the back of the Sours elevator. With the possibility of the riverboat being purchased and remaining at its present location, it was decided to leave this structure in place to afford access to the boat over the railroad tracks. The cost difference was an additional $7,000.

Next, after the work was let for bid, it was discovered that there was asbestos in the roofing material used to seal joints on the tops of the elevators bins. In order to expedite the process and not delay work, the successful contractor was asked to obtain bids from a licensed asbestos removal firm. The best price received from a firm that could respond quickly was $54,597. In order to keep the job on schedule and not incur delay charges, this bid was accepted.

Finally, additional excavation work was necessary to assist in the park construction. We agreed on a price of $10,000 to accomplish this task.

In total, this is an increase of $71,597 bringing the current contract price to $600,597 which is still below the estimate of $625,000. Work is progressing extremely well and they expect to be finished within the next three weeks.

If you have any questions, please feel free to contact me.

Thanks,

Joe

ARTICLES OF AGREEMENT BETWEEN

CITY OF PEKIN, ILLINOIS

AND

TEAMSTERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 627

EFFECTIVE APRIL 1, 2005 - MARCH 31, 2009

STREET DEPARTMENT

March 31, 2005

INDEX

AGREEMENT

THIS AGREEMENT made and entered into this ___ day of ___________, 2005, 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, 2005 to and including March 31, 2009, 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.

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, 2009, 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 City Clerk 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 8, Section 1 of this Agreement.

Any employee bidding for any job vacancy may, prior to accepting the new job, withdraw his bid, provided that, where this occurs, the City shall not be required to post the vacant job again because employee(s) withdrew their bids. Employees withdrawing a bid shall be ineligible to bid for any further job vacancies for a period of ninety (90) 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 fore 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.

No casual employee shall be permitted to work daily or weekly overtime until all regular employees have been afforded the opportunity to work said overtime. Failure upon the City's part to comply will result in the payment of overtime to the regular employee in the amount worked by the casual employee.

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

(a) Resigns or quits;

(b) Retires;

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

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

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

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

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

In the event of an employee is absent due to sickness or injury which occurred either on or off the job, he/she shall continue to accrue seniority during the period of absence. The City agrees it will continue the employee's health coverage, subject to the employee's payment of the applicable portion of the premium, for the lesser of the employee's seniority at the time the absence began, or 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. Employees transferring outside of this bargaining unit to another bargaining unit, or to a position in the City not covered under a bargaining unit, shall be allowed to carry their seniority for the purpose of wages, benefits, vacation, holidays, sick leave, personal leave and funeral leave. Accrual of seniority upon transfer into another bargaining unit, for the purpose of hours of work, bidding and lay-off and recall, shall be based solely on the seniority an employee accrues in the bargaining unit into which he transfers from the initial date of transfer, or hire into the respective bargaining unit. The City cannot force employees to transfer outside the bargaining unit.

ARTICLE 9

PAY DAY

Section 1: The City agrees to pay the employees on a bi-weekly basis every other Friday.

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			
	4-01-05	4-1-06	4-1-07	4-1-08
Working Foreman	$22.50	$23.18	$23.88	$24.60
Maintenance Worker				
(90% rate)	$19.36	$19.94	$20.54	$21.25
(100% rate)	$21.51	$22.15	$22.82	$23.50
Students	$9.20	$9.30	$9.40	$9.50

New employees hired during the term of this agreement will be paid at the 90% rate until 4-01-08. At that time, they will progress to the 100% hourly rate.

New employees hired during the period 4-01-08 through 4-01-09 will be paid at the 90% hourly rate.

There shall be a $600 ratification bonus paid to all Street Department bargaining unit employees.

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.

This first sentence wasn't agreed to, it should be deleted. 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.

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 1/2) times, except that, if the employee actually works longer than two (2) hours, the overtime worked after said two (2) hours shall be at one and one half (1 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.

Section 4: The work week shall be arranged in five (5) consecutive days, Monday through Friday, 7:30 A.M. to 4:30 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 rotated 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 three (3) hours at time and one-half (1 ½) for the missed call.

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, 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 6:00 A.M. provided however, forty-eight (48) hours notice is given and the change in starting time is in one (1) week increments.

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. 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.

Vacations shall commence at the end of the employee's regular work week (Friday) of the week preceding the employee's vacation period; however, in the event there is work to be performed on Saturday, the employee may work in line of his seniority at his own discretion.

Section 2: Vacation time 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 of 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. 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 30 day period beyond December 31.

Prior to April 1 of each calendar year, employees shall be entitled to schedule their vacation time in order of their department seniority. 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 capriousious reasons. Further employees scheduling a weeks vacation shall give at least one weeks notice in writing, and for vacations of less than one (1) weeks duration forty-eight (48) hours notice shall be given. Said notice is for the purpose of scheduling and isn't used to deny vacation. The City agrees to permit more than one employee to be on vacation at a time during the specified period provided it does not interfere with the efficient operation of the City. During the month of December, at least one employee will be allowed off at a time for vacation. However, provided that the notice provisions as described herein are adhered to, two (2) employees will be allowed off at a time in December. Vacation time requested without the appropriate notice may only be taken upon mutual agreement between the employee and the City. Vacation time shall not be scheduled for periods of less than one calendar week without the approval of the department head, provided that employees eligible for more than two (2) 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 lost, provided that any employee denied the opportunity to schedule all of his vacation time during the calendar year will be allowed to extend the vacation time for a thirty (30) day period beyond December 31.

Section 3: 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.

Section 5: No vacation shall be taken earlier than January 1 or later than December 31 except with the consent of the department head involved based on a reasonable necessity for such change.

Section 6: Employees may be authorized by their departments heads for paychecks due during vacations before starting on their vacation provided that notice be given to their department head in writing not less than five (5) days prior to the pay date immediately preceding their vacation period.

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 the date of execution of this contract, each new regular full-time employee, shall be granted one (1) day of sick leave with pay for each month of service, or a maximum of twelve (12) days 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 one hundred twenty (120). 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 120 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 only for non-job-related injury or illness and shall not at any time be used for any injury of illness for which Workmen's Compensation benefits may be payable.

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.

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 were in effect under the previous Collective Bargaining Agreement, except, as provided in the attachment, identified as (CITY OF PEKIN GROUP HEALTH PLAN ATTACHMENT, PLAN YEAR 2005-2006). The City reserves the right to continue to self-insure, or to change or provide alternative health care benefits by third party insurance, health maintenance organization, or other means in its unilateral discretion, whenever the City finds such change appropriate. If, during the term of this Agreement, changes in the health benefit coverage or health care benefits are instituted for employees of the City covered by another bargaining agreement, the changes shall also be applied to employees covered by this Agreement, and eligible for coverage provided herein, provided such changes in health care coverage or benefits are not reduced below those coverage's and benefits in effect at the time of the benefit or coverage change, unless mutually agreed to otherwise between the union and the City.. The City reserves the right unilaterally to implement cost containment provisions, including but not limited to preferred provider provisions, pre-admission and continuing admission review, managed care, mandatory second opinions and out-patient elective surgery. 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. Upon sixty (60) days written notice, prior to the second, third, and fourth anniversary date of this agreement, there will be a re-opener of this agreement for the purpose of negotiation of this Health and Welfare Article only, the purpose of which is to negotiate the contribution rates as provided in Section 2 of this Article. 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: Health Care Cost The premium for health care coverage under the City of Pekin Employee Health Benefit Plan is set and/or adjusted at least annually by the third party administrator. During the term of this agreement, the City will pay the cost for employee coverage for regular, full-time employees during active employment. The city shall pay the cost for regular, full-time employees up to a total cost for individual and family coverage of and for dependent coverage of $1240.00 per month. The employee's contribution for family coverage shall be $50.00 per month, for the first year of this agreement. The contributions as provided in this Section shall be subject to negotiation in the re-opener as provided in Section 1 of this Article.

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.

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.

ARTICLE 16

LEAVES OF ABSENCE

Section 1: When any part of the City's operation is either sold, transferred or subcontracted, those employees affected shall be entitled to one (1) week severance pay for each year of employment with the City at forty (40) hours pay for each week at the applicable hourly rate.

Section 2: Family Leave Any employee may, where they qualify, apply for an unpaid leave under the Family and Medical Leave Act consistent with the provisions of that statute.

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 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, child, brother, sister, brother-in-law, sister-in-law or grandchildren or any relative which the employee resides), a regular employee shall be granted up to three (3) days funeral leave with pay.

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 $150.00 each year and is subject to proof of purchase.

Section 11: Shirts Each full time employee covered by this Agreement shall be supplied with 5 T-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: Probationary Period all employees shall be required to serve an initial probationary period of employment with the City of 60 days following their date of hire. The City shall retain the right to dismiss any probationary employee at any time without prior notice or assignment of specific reasons for dismissal, and no probationary employee or the Union shall have any rights or recourse under this Agreement. Upon successful completion of the probationary period, employees shall be credited with seniority from their last date of hire in the category; regular full-time, or regular part-time employee, for which the employee was hired.

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.

ARTICLE 24

LUNCH PERIOD

Section 1: 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 period shall be from 12:00 Noon to 1:00 p.m.

Section 2: 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.

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

CITY OF PEKIN GROUP HEALTH PLAN
TENTATIVE AGREEMENT
JUNE 19, 2002

It is hereby understood and agreed to between the parties signatory hereto, that the following represents the Tentative Agreement regarding the City of Pekin Health Care Plan for plan year 2002 to 2003.

This Tentative Agreement is subject to ratification of the bargaining units of the Union's signatory hereto and the terms set forth in this Tentative Agreement will not be in effect until such time as all bargaining units have ratified this Tentative Agreement.

Further, since it is understood and agreed to between the parties hereto that the plan changes set forth in this Tentative Agreement are for plan year 2002 to 2003 only, that there will be a re-opener for the City of Pekin Group Health Care Plan, effective at the end of the 2002 to 2003 plan year, at which time the parties hereto will negotiate the terms for the health care plan for the remainder of their respective collective bargaining agreements. The terms of the re-opener shall be negotiated and set forth in the respective Unions' collective bargaining agreements.

There will be an annual open enrollment period where the Retiree, the Retirees' spouse or Retirees' family member may elect to enroll in either the "Active Plan" or the "Retiree Alternate Plan"; however, in the event of a selection from one plan to another, proof on insurability will be required.

Retirees will not be required to pay the increase in premium for April and May 2002, but will however, be required to pay half of the increase in premium for June 2002, which is set forth in the attached "HEALTH INSURANCE CALCULATIONS FOR THE MONTH OF JUNE, 2002 ONLY PER COUNCIL ACTION 6-19-02." The premiums set forth in this attachment are based on the premiums for the Health Care Plan before any plan changes, since this agreement has to be ratified, and upon ratification, the new plan changes put into effect upon the first of the calendar month following ratification.

It is further mutually agreed to between the parties signatory hereto, that at the end of plan year 2002 to 2003, that fifty (50%) percent of the plan savings (based on the actuarially determined aggregate cap) will be placed into plan reserves. The remaining fifty (50%) percent of savings will be distributed on a per capita basis into a trust fund for those employees participating in this plan.

CITY OF PEKIN GROUP HEALTH CARE PLAN
PLAN YEAR 2005-2006

ACTIVE EMPLOYEE PLAN **Plan A**

	In Network	**Out of Network/Out of Area**
Deductible	\$250 per person per year \$500 per family per year	\$500 per person per year \$1,000 per family per year
Co-Insurance	90/10	80/20 (60/40 hospital)
Out of Pocket Max	\$1,300 per person per year \$2,600 per family per year	\$2,600 per person per year \$5,200 per family per year
Prescription Plan	\$10/\$20/\$35 formulary plan as presented by MedTrak	

Premium for Active Employee Plan

Single	\$ 608
Single x 2	\$1,216
Family	\$1,290

Retiree Alternate Plan As Developed by the City of Pekin Plan B

Deductible	\$2,500 per person per year	\$5,000 per person per year
Co-Insurance	80/20 of \$5,000	60/40 of \$10,000
Out of Pocket Max	\$3,500	\$9,000

***** OUT OF AREA *****

Deductible \$3,750

Co-Insurance 70/30 of \$8,333

Out of Pocket Max \$6,250

Prescription Plan \$10/\$20/\$35 formulary plan as presented by MedTrak

Premium for Retiree Alternate Plan

Single	\$310
Single x 2	\$620
Family	\$848

Retiree Secondary Plan (only if City is not primary)		**Plan D**
Deductible	$250 per person per year $500 per family per year	$500 per person per year $1,000 per family per year
Co-Insurance	90/10	80/20 (60/40 hospital)
Out of Pocket Max	$1,300 per person per year $2,600 per family per year	$2,600 per person per year $5,200 per family per year
	Prescription Plan	**NONE**

Premium for Secondary Plan

Single	$200

****

ARTICLES OF AGREEMENT BETWEEN

CITY OF PEKIN, ILLINOIS

AND

TEAMSTERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 627

EFFECTIVE APRIL 1, 2005 - MARCH 31, 2009

SOLID WASTE DISPOSAL DEPARTMENT

March 31, 2005

INDEX

AGREEMENT

THIS AGREEMENT made and entered into this ___ day of _________________, 2005, 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 (Yardwaste) 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, short of discharge, and such employees shall not be entitled to or have any recourse to any other provisions of this Agreement. After the first twenty-four (24) hour period of such stoppage and if such stoppage continues, or as to those participating in a second stoppage during the term of this Agreement, the City shall have the sole and complete right to immediately discharge any employee participating in any unauthorized strike, slowdown, walkout or any other cessation of work, and such employee shall not be entitled to or have any recourse to any other provisions of this Agreement.

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

ARTICLE 3

GRIEVANCE PROCEDURE AND ARBITRATION

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

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

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

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

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

Where any informal resolution would not be possible, or fails to resolve a grievance as defined above, the employee(s) or the Union shall submit their written grievance within fourteen (14) 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, when approved and signed by the appropriate authorities for and on behalf of the City and the Union, shall be in force and effect from April 1, 2005 to and including March 31, 2009, and shall thereafter continue in full force and effect for successive periods on one (1) year unless written notice of the desire to terminate or modify this agreement is served by either party upon the other party not less than sixty (60) days prior to the date of termination. Where written notice is timely served, this Agreement shall terminate upon the stated date of expiration, provided that the parties may mutually agree to extend the period during which this Agreement shall remain in force and effect in writing on terms acceptable to both parties.

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 City Clerk 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 employee either bids or qualifies for a new or vacated position, subject to the provisions of this Article, then the City may elect to fill the vacancy by promoting, reassignment, transfer or employment of a new hire.

Section 4: 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 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 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.

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

	4-01-05	**4-1-06**	**4-1-07**	**4-1-08**
Residential and Yardwaste Drivers				
(90% rate)	$16.95	$17.45	$17.98	$18.51
(100% rate)	$18.83	$19.39	$19.98	$20.57
Recycling Truck Drivers				
(90% rate)	$15.82	$16.30	$16.78	$17.29
(100% rate)	$17.57	$18.10	$18.64	$19.20
Working Foreman	$20.00	$20.60	$21.22	$21.86
Utility Person	$12.72	$13.10	$13.50	$13.90

New employees hired during the term of this agreement will be paid at the 90% rate until 4-1-08. At that time, they will progress to the 100% hourly rate.

New employees hired during the period 4-1-08 through 4-1-09 will be paid at the 90% hourly rate.

There shall be a $400 ratification bonus paid to all solid waste bargaining unit employees.

When a recycling truck driver or utility person works for an hour or more in the position of residential or yardwaste 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, will be paid at the Utility Person Rate as follows:

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 established between the hours of 5:00 A.M. and 8:00 A.M. and once established shall not be changed without twenty-four (24) hours advanced notice, and by mutual agreement. 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. 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. 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. If, at the anniversary date, there are less than 45 days left in the calendar year, then for that individual, his vacation time will be extended for a 30 day period beyond December 31.

Prior to April 1 of each calendar year, employees shall be entitled to schedule their vacation time in order of their department seniority, provided however, that no employee shall be entitled to schedule more than three (3) weeks of vacation time consecutively. After April 1, vacation time may be scheduled at any available time, but more senior employees may not bump any less senior employee who previously scheduled his/her vacation time. The department head shall retain the right to determine the appropriate number of employees who may schedule vacation time during any particular period in order to insure adequate staffing. Vacation time shall not be scheduled for periods of less than one 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 lost, provided that any employee denied the opportunity to schedule all of his vacation time during the calendar year will be allowed to extend the vacation time for a thirty (30) day period beyond December 31.

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

Employees who have worked less than fifty-two (52) weeks in the previous year will receive 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 one hundred 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.

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: 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.

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 were in effect under the previous Collective Bargaining Agreement, except, as provided in the attachment, identified as (CITY OF PEKIN GROUP HEALTH PLAN ATTACHMENT, PLAN YEAR 2005-2006). The City reserves the right to continue to self-insure, or to change or provide alternative health care benefits by third party insurance, health maintenance organization, or other means in its unilateral discretion, whenever the City finds such change appropriate. If, during the term of this Agreement, changes in the health benefit coverage or health care benefits are instituted for employees of the City covered by another bargaining agreement, the changes shall also be applied to employees covered by this Agreement, and eligible for coverage provided herein, provided such changes in health care coverage or benefits are not reduced below those coverage's and benefits in effect at the time of the benefit or coverage change, unless mutually agreed to otherwise between the union and the City.. The City reserves the right unilaterally to implement cost containment provisions, including but not limited to preferred provider provisions, pre-admission and continuing admission review, managed care, mandatory second opinions and out-patient elective surgery. 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. Upon sixty (60) days written notice, prior to the second, third, and fourth anniversary date of this agreement, there will be a re-opener of this agreement for the purpose of negotiation of this Health and Welfare Article only, the purpose of which is to negotiate the contribution rates as provided in Section 2 of this Article. 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: Health Care Cost The premium for health care coverage under the City of Pekin Employee Health Benefit Plan is set and/or adjusted at least annually by the third party administrator. During the term of this agreement, the City will pay the cost for employee coverage for regular, full-time employees during active employment. The city shall pay the cost for regular, full-time employees up to a total cost for individual and family coverage of and for dependent coverage of $1240.00 per month. The employee's contribution for family coverage shall be $50.00 per month, for the first year of this agreement. The contributions as provided in this Section shall be subject to negotiation in the re-opener as provided in Section 1 of this Article, for the second, third and fourth year of the agreement.

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.

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.

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 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 Any employee who volunteers for active duty with the Armed Forces of the United States during a period of declared national emergency or who is ordered to active duty in the organized reserve, national guard or selective service system at any time (except for training purposes), shall be granted a leave of absence without pay for the period of military service required of him/her. On completion of this tour of duty, he/she shall be entitled to return to his/her former position or to one in the same class as provided below:

(a) In the case of any indefinite leave, application to return to work must be made within 60 days after release or discharge from the Armed Forces or from a Veterans Administration hospital and the provisions of this section shall apply. The veteran shall furnish his/her separation papers as proof of eligibility and shall be given such medical examinations by a physician designated by the City as may be necessary to determine his/her fitness for the job he/she is to perform. If the veteran is unable to perform the duties of his/her former position or if there is no vacancy, the City shall take all reasonable steps to assist in placing the veteran in another job class for which he/she may be qualified.

(b) Seniority shall continue during military leave, but a returning veteran shall not displace another employee with greater seniority. An employee who had not completed his/her probationary service period at the time he/she entered the Armed Forces shall be required to complete the unfinished portion satisfactorily. This leave will not be counted against vacation or against sick leave. Sick leave and vacation shall not accumulate during this military leave period.

(c) Group health and medical insurance shall stay in effect for an employee on military leave and his/her family, in accordance with federal law.

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 unpaid leave under the Family and Medical Leave Act, consistent with the provision of that statute.

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, child, 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.

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

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

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 $150.00 each year and is subject to proof of purchase.

Section 11: Shirts Each full time employee covered by this Agreement shall be supplied with 5 T-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 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

CITY OF PEKIN GROUP HEALTH PLAN
TENTATIVE AGREEMENT
JUNE 19, 2002

It is hereby understood and agreed to between the parties signatory hereto, that the following represents the Tentative Agreement regarding the City of Pekin Health Care Plan for plan year 2002 to 2003.

This Tentative Agreement is subject to ratification of the bargaining units of the Union's signatory hereto and the terms set forth in this Tentative Agreement will not be in effect until such time as all bargaining units have ratified this Tentative Agreement.

Further, since it is understood and agreed to between the parties hereto that the plan changes set forth in this Tentative Agreement are for plan year 2002 to 2003 only, that there will be a re-opener for the City of Pekin Group Health Care Plan, effective at the end of the 2002 to 2003 plan year, at which time the parties hereto will negotiate the terms for the health care plan for the remainder of their respective collective bargaining agreements. The terms of the re-opener shall be negotiated and set forth in the respective Unions' collective bargaining agreements.

There will be an annual open enrollment period where the Retiree, the Retirees' spouse or Retirees' family member may elect to enroll in either the "Active Plan" or the "Retiree Alternate Plan"; however, in the event of a selection from one plan to another, proof on insurability will be required.

Retirees will not be required to pay the increase in premium for April and May 2002, but will however, be required to pay half of the increase in premium for June 2002, which is set forth in the attached "HEALTH INSURANCE CALCULATIONS FOR THE MONTH OF JUNE, 2002 ONLY PER COUNCIL ACTION 6-19-02." The premiums set forth in this attachment are based on the premiums for the Health Care Plan before any plan changes, since this agreement has to be ratified, and upon ratification, the new plan changes put into effect upon the first of the calendar month following ratification.

It is further mutually agreed to between the parties signatory hereto, that at the end of plan year 2002 to 2003, that fifty (50%) percent of the plan savings (based on the actuarially determined aggregate cap) will be placed into plan reserves. The remaining fifty (50%) percent of savings will be distributed on a per capita basis into a trust fund for those employees participating in this plan.

CITY OF PEKIN GROUP HEALTH CARE PLAN
PLAN YEAR 2005-2006

ACTIVE EMPLOYEE PLAN Plan A

	In Network	Out of Network/Out of Area
Deductible	$250 per person per year $500 per family per year	$500 per person per year $1,000 per family per year
Co-Insurance	90/10	80/20 (60/40 hospital)
Out of Pocket Max	$1,300 per person per year $2,600 per family per year	$2,600 per person per year $5,200 per family per year
Prescription Plan	$10/$20/$35 formulary plan as presented by MedTrak	

Premium for Active Employee Plan

Single	$ 608
Single x 2	$1,216
Family	$1,290

Retiree Alternate Plan As Developed by the City of Pekin Plan B

Deductible	$2,500 per person per year	$5,000 per person per year
Co-Insurance	80/20 of $5,000	60/40 of $10,000
Out of Pocket Max	$3,500	$9,000

******* OUT OF AREA *******

Deductible $3,750

Co-Insurance 70/30 of $8,333

Out of Pocket Max $6,250

Prescription Plan $10/$20/$35 formulary plan as presented by MedTrak

Premium for Retiree Alternate Plan

Single	$310
Single x 2	$620
Family	$848

Retiree Secondary Plan (only if City is not primary)		**Plan D**
Deductible	$250 per person per year $500 per family per year	$500 per person per year $1,000 per family per year
Co-Insurance	90/10	80/20 (60/40 hospital)
Out of Pocket Max	$1,300 per person per year $2,600 per family per year	$2,600 per person per year $5,200 per family per year

Prescription Plan **NONE**

Premium for Secondary Plan

Single	$200

****

Central Heating & A/C
346-6100

Technical Requirements

1. Contractor shall provide proof of knowledge on the equipment listed. This proof can be in the form of training certifications or letters of reference from customers with similar equipment.
2. Contractor shall supply a list of personnel who will be assigned to perform the work with a history and copies of any training certifications. Contractor shall notify the City whenever there is a change in personnel and provide all required documentation for new personnel.

List of City of Pekin Buildings Included in the Contract

1. City Hall, 111 S. Capitol St., Pekin, IL
   Contacts – Pat Pollock or Joe Wuellner (477-2300)

2. City Service Center, 1130 Koch St, Pekin, IL
   Contacts – Greg Ranney or Kathy Cale

3. Street Department, 1208 Koch St, Pekin, IL
   Contacts – Dave Pagliaro or Lori Robbins (478-5431)

4. South Side Fire Station, 272 Derby St, Pekin, IL
   Contacts for all Fire Stations – Chuck Lauss or (477-2388)

5. North Side Fire Station, 1000 N. 14th St, Pekin, IL

6. East Side Fire Station, 3232 Court St, Pekin, IL

9:25 AM
3-16-05

LEGAL NOTICE TO CONTRACTORS/PUBLIC

1. Time and Place of Opening Bids:

   Sealed proposals for the work described herein will be received at the office of the City Clerk, 111 S. Capitol Street, City of Pekin, Tazewell County, Illinois, until **10:00 A.M., March 16, 2005** and at that time publicly opened and read.

2. Description of Work:
   Provide the annual and regular maintenance of all heating, ventilating, and air conditioning equipment in all city owned buildings.

3. Instructions to Bidders:

   (a) Proposal forms may be obtained from the City Clerk, 111 S. Capitol St., Pekin, Illinois.

   (b) There will be a mandatory pre-bid on March 1, 2005 at 10:00 AM. If a contractor requires sites visits, they will be arranged at that time. All contractors interested in bidding this work must be in attendance and sign the attendance sheet.

   (c) .In the employment and use of labor, the contractor shall conform to all Illinois Statutory Requirements regarding labor, including but not limited to the following Acts: Illinois Revised Statutes, Ch. 48, Par. 395-1 et se, and Illinois Human Rights Act, Section 2-105.

   (d) An insurance certificate and current bond must be submitted prior to the issuance of the Notice of Award.

   (e) T his will be a three year contract starting May1st 2005 and ending April 30th 2008. The City of Pekin may also exercise three additional one year option years if so desired , starting May1st 2008 and ending April 1st 2011

   (f) The contract will be increased based on the CPI (Consumer Price Index) each year. The increase will be not lower than 2.5% and not to exceed 4% on the high end each year of the contract.

4. Rejection of Bids:

   The City Council reserves the right to reject any and all proposals.

By Order of the Council of the City of Pekin

____

Sue E. McMillan, City Clerk

NOTICE OF AWARD AND TO PROCEED

TO: ______________________________

PROJECT: ________________________

For providing the annual and regular maintenance of all heating, ventilating, and air conditioning equipment in all city owned buildings Pekin, Illinois. All work shall meet all requirements and specifications.

The OWNER has considered the Proposal (Bid) submitted by you for the above described WORK in response to it's Notice to Bidders dated________________.

You are hereby notified that your Proposal (Bid) has been accepted for items in the amount of $_ ______.

You are required by the 'Notice to Bidders" to execute the CONTRACT. You are hereby notified to commence WORK by___in accordance with the contract dated __________.
The date of completion of all WORK is therefore_________.

You are required to return an acknowledged copy of this "Notice of Award" to the owner.

CITY OF PEKIN ILLINOIS

By_________________________________

Title__________________________

ACCEPTANCE OF NOTICE

Receipt of the above "Notice of Award" is hereby acknowledged by:
_________________this _______________ day of _________________________, 2003.

By:____

Title: ____

Office Phone: ______________________________

Cell Phone: _______________________________

BID PROPOSAL

TO: **The Council of the City of Pekin**

1. Proposal of CENTRAL HEATING & A/C for providing the annual and regular maintenance of heating, ventilating, and air conditioning equipment in all city owned buildings:

2. The specifications of proposed maintenance, are those prepared by the Public Works Department, 111 S. Capitol Street, Pekin, IL. (309) 477-2315.

3. The specifications herein referred to are the "International Property Maintenance Code", 2003 Edition.

3. The undersigned declares that he/she/they will comply with the applicable provisions of General Requirements and Covenants of the specifications.

4. The undersigned agrees to complete the work in the timeframes set forth by manufacturer's recommended maintenance schedules or these specifications, unless additional time is granted by the City of Pekin.

5. The undersigned submits herewith his bid for each location covering the work to be performed as specified.

6. Proposed annual costs:

City Hall Building, 111 S. Capitol St	2150.00
Service Center, 1130 Koch St.	2700.00
Street Department, 1208 Koch St.	2600.00
East Side Fire Station, 3232 Court St.	814,33
North Side Fire Station, 1000 N. 14th St.	814.33
South Side Fire Station, 272 Derby St.	814.33
Total Annual Cost	9893.00
Emergency Callout Hourly Rate	63.85

Signature of Bidder Peter Kalman Peter Kalman **(Seal)**

Business Address #1 Robin Lane

Phone 346 6100 **Cell Phone** 696 9080

PREVAILING WAGE CERTIFICATION

The undersigned Central Heating & A/C hereinafter called the "Contractor", has entered into an agreement with the City of Pekin, Illinois dated of even date herewith, to perform the following work: hereinafter called the "Agreement".

The undersigned certifies that he (he, she, it) is not disqualified from executing Agreement by reason of being listed by the Illinois Department of Labor as a contractor or subcontractor found to have disregarded the provisions of the "Illinois Prevailing Wage Act" (Ill. Rex. Stat. Ch. 42, Sec. 39s, et. Seq.; hereinafter-called the "Act" at any time within the past two years.

The undersigned further certifies that all work to be performed by laborers, mechanics and other workers for each craft or type of work to be performed pursuant to said Agreement will be compensated at a rate (including holiday and overtime rates) at least equal to, and in no event less than, the general prevailing rate of hourly wages for such work classification, employed to do work under the Agreement, as determined by the Illinois Department of Labor, for Tazewell County, Illinois, under the authority of the Act.

The undersigned further certifies that any subcontractor employed by the Contractor to do any work pursuant to the Agreement shall be similarly required (as herein required of the Contractor) to compensate all laborers, mechanics and other workers involved therewith in a manner consistent with the requirements of the Act and as herein specified.

The undersigned further certifies that he (he, she, it) will in all other respects perform all work pursuant to said Agreement and to compensate all laborers, mechanics and other workers connected therewith in a manner which is in full compliance with the Act.

This Certificate shall be deemed to be a part of the Agreement, and any breach of, or other noncompliance with the terms and provisions hereof by the Contractor shall be deemed a breach of and/or noncompliance with the Agreement, reserving unto the City of Pekin any and all remedies for breach or noncompliance as may be provided by statute or otherwise at law or in entity.

Dated this 10th day of March, 2005, at Pekin, Illinois

Contractor Central Heating

Phone # ________________

If corporation
or partnership by: Peter Kahn

President
Title

CERTIFICATION

The undersigned, being an owner/officer of the CONTRACTOR, hereby certifies under oath to the City of Pekin that CONTRACTOR has not elected for its owners/officers to be covered by the Illinois Worker's Compensation Act (820 ILCS 305/1 et. seq.) or the comparable statues of any other State. This certification is made to induce the City of Pekin to enter into the attached contract without requiring a certificate of insurance showing workers compensation coverage for the owners/officers of CONTRACTOR.

DATED: March 10th 2005

(Seal)

Subscribed and sworn
to before me this
10th Day of March ,2004 5.

Sandra F. Beach
Notary Public

OFFICIAL SEAL
SANDRA F BEACH
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/04/05

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID BD CENTR51

DATE (MM/DD/YYYY) 03/14/05

PRODUCER

Tebben Insurance Services
1905 Willow Street
Pekin IL 61554
Phone: 309-347-6187

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Pekin Insurance	24228
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED

Central Heating And Air Condit
Peter Kahlman
#1 Robin Lane
Pekin IL 61554

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PROJECT [ ] LOC	00CL82454-B	05/01/04	05/01/05	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 100,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 1,000,000
						PRODUCTS - COMP/OP AGG	$ 1,000,000
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS / OTHER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Property Section	00CL82454-B	05/01/04	05/01/05		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

BLANK-1

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

R. David Tebben, CIC

Mark Rossi,COO of Hopedale Medical Center can vouch for the knowledge and expertise of Central Heating & A/C and the staff. We have done all the designing and installation of the HVAC from the ground up for the Hopedale Wellness Center along with the Dectron unit for the pool. 309-449-3311. Home number is 309-347-3731.

Charles Thomas can vouch for the work we have done at the Pekin Airport. 309-347-4194.

Joe Wuellner Can vouch for the work we have done with the Pekin Airport also. 309-477-2300.

Residential references would include :

Dr David Danner 309-346-6916.
Dr George Thomas 309-347-8878.
Christopher Dearing, LUTCF 309-688-1927 ext.12.
Terry Norman 309-347-5312.
Dr. Mike Danner 309-347-8095.
Jack Sheridan 309-477-2315.

AmerenCILCO

300 Liberty Street
Peoria, IL 61602-1404

March 31, 2005

City of Pekin
Joe Wuellner
111 S. Capitol Street
Pekin, IL. 61554

Dear Mr. Wuellner:

RE: 110 Court Street - Pekin Riverfront Project

Please sign each of the enclosed copies of the electric service contract referenced above and return them in the enclosed envelope provided along with the payment of $5,114.00. **Do not date the front of the contracts.**

Ameren CILCO

A receipt of your payment and a copy of the contract will returned to you for your files after the necessary approvals have been obtained.

When payment and contracts have been returned, AmerenCILCO will schedule the starting date for construction of the facilities. If you have any questions or need additional information, please contact me at (309) 382-4032 or on my cell at (309) 256-6434.

Sincerely,

Paula Shearer

Paula Shearer
Energy Application Specialist

Enclosures

CONTRACT FOR ELECTRIC SERVICE

AGREEMENT, made and entered into this __________ day of ________________________, 20____, by and between the CENTRAL ILLINOIS LIGHT COMPANY d/b/a AmerenCILCO of Peoria, Illinois, its successors or assigns, hereinafter called the "Company", and City of Pekin, hereinafter called the "Customer".

WITNESSETH, that in consideration of the mutual promises and agreements contained herein, it is agreed as follows:

SERVICE

The Company shall furnish electric energy, subject to the terms and conditions hereof, and those in effect from time to time as set forth in the Company's rate schedules, to the Customer at 110 Court Street, Pekin, Illinois, at the rate of 27 kilowatts/kilovolt-amperes for the operation of lighting and HVAC equipment. The supply of electric energy to be furnished to the Customer shall be alternating current, sixty (60) cycle, Three (3) phase at an approximate 120/208 volts.

RATE

The Customer agrees to pay for such electric energy, measured at the voltage specified in this contract, in accordance with Rate Schedule No. 13 and the rules and regulations applicable thereto as approved by the Illinois Commerce Commission. If at any time during the term of this contract, or any extension thereof, said rate schedule is changed or revised, the new rate therein shall from the effective date thereof become, and be, the rate applicable to this contract.

LENGTH OF CONTRACT

This contract shall continue for a period of (10) year (s) from the date service is commenced and thereafter shall continue from year to year, unless a written notice of a desire to terminate the same is given by either party to the other at least thirty (30) days prior to the expiration of the term hereof, or of any renewal period, in which event the contract shall be terminated at the expiration of that period.

LOCATION OF DELIVERY

The supply of electric energy to be furnished to the Customer shall be delivered to SE quarter of Section 34 of Pekin Twp, Pekin, Illinois and will be metered at an approximate 208 volts, said meters (s) and metering facilities to be installed by the Company at above location.

The Company will make the necessary connections from its facilities to the Customer's wiring at a point specified by the Company. All other wiring on Customer's premises shall be installed, owned and maintained by, and shall be solely the responsibility of the Customer.

TERMS OF CONTRACT

The company agrees to do the work for the sum of $5,114.00 which is the cost of construction less two and one-half (2 ½) times the estimated annual delivery service revenue and to refund without interest to the Customer 25% of the amount by which the actual annual delivery service revenue exceeds the estimated annual delivery service of $1,200.00 and agrees to include the revenue of additional Customers using service from the above described extension when computing the annual delivery service revenue.

LOCATION AND INSPECTION OF METERS AND TRANSFORMERS - DEFAULT

The Customer further agrees to provide and protect a space on its property suitable to the Company for the meter (s), conductors, and other facilities belonging to the Company, and to permit the authorized agents of the Company to enter onto the premises at all reasonable times for the purpose of reading, examining, testing and/or repairing the meter (s) and installation. The Customer hereby authorizes the Company, by its duly authorized agents, to remove the meter (s) and other facilities belonging to the Company and to cut off the supply of electric energy upon the termination of this contract, or whenever any bills for said service or facilities furnished are in arrears, or upon failure of the Customer to fulfill any of the terms and conditions of this contract, or for any other reasons contained in the Company's rate schedule.

MERGING OF AGREEMENTS

All the terms and stipulations heretofore made and agreed to by the parties in relation to said electric service are merged in this contract, and no representations or agreements made by the Company's representatives shall be binding upon the Company except as expressed herein.

APPROVAL AND ASSIGNMENT

This contract shall be binding upon the Company when approved by an authorized Manager or Supervisor and shall not be assigned by the Customer unless such assignment is consented to in writing by the Company.

IN WITNESS WHEREOF, the parties have by their duly authorized agents executed and delivered this contract in triplicate the day and year first above written.

CENTRAL ILLINOIS LIGHT COMPANY
Dba/AmerenCILCO

____

Mike Welch
Manager

Date __________________________

City of Pekin

____

Joe Wuellner

Date __________________________

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CENTRAL ILLINOIS LIGHT COMPANY Dba/AmerenCILCO	City of Pekin
________________________ Mike Welch Manager	________________________ Joe Wuellner
Date ____________________	Date ____________________

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