

## MEMORANDUM

December 30, 2020

TO: Mayor John P. Kahl and Members of the City Council

FROM: City Attorney's Office (Dennis R. Triggs)

SUBJECT: Collective Bargaining Agreement for Department of Buildings and Inspections

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**DISCUSSION:** The attached resolution approves a new collective bargaining agreement between the City and Teamsters Local Union No. 627. The bargaining unit historically was composed of several employees at EastSide Centre, but the bargaining unit now has but one employee, who is assigned to the Department of Buildings and Inspections. Keying off from the most recent agreements with other bargaining units, especially that at the Public Works Department, and taking into account the financial circumstances of the City, the new agreement is for a two-year term with a delayed increase in salary of 1.75% effective May 1, 2021 and another increase in salary of 1.75% commencing January 1, 2022. The only other substantive change is the deletion of a fair share provision, which is no longer permitted by law.

**RECOMMENDATION:** Approve.

**RESOLUTION NO. 2021-084**

**East Peoria, Illinois**

\_\_\_\_\_, 2021

**RESOLUTION BY COMMISSIONER \_\_\_\_\_**

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, THAT** the Agreement between the CITY OF EAST PEORIA, ILLINOIS, and TEAMSTERS LOCAL UNION NO. 627 (BUILDINGS AND INSPECTIONS), acting as exclusive bargaining representative of the permanent full-time and part-time employees assigned to the Department of Buildings and Inspections, for a two (2) year term commencing January 1, 2021, and terminating on December 31, 2022, a copy of which Agreement is attached hereto and made a part hereof, be and the same is hereby approved and the Mayor and City Clerk are authorized and directed to execute same on behalf of the City, to be effective immediately upon execution.

**APPROVED:**

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

**AGREEMENT**  
**BETWEEN**  
**CITY OF EAST PEORIA**  
**AND**  
**TEAMSTERS LOCAL UNION NO. 627**  
**(BUILDINGS AND INSPECTIONS)**  
**2021-2022**

## Table of Contents

	<u>Page</u>
Article 1	Recognition ..... 1
Article 2	Checkoff ..... 1
Article 3	Management and Work Assignment..... 2
Article 4	Grievance Procedure..... 3
Article 5	Discharge or Suspension ..... 4
Article 6	Subcontracting or Transfer of Work..... 6
Article 7	Unauthorized Activity ..... 6
Article 8	Leave of Absence..... 7
Article 9	Funeral Leave ..... 8
Article 10	Separability and Savings ..... 8
Article 11	Holidays..... 9
Article 12	Vacations..... 10
Article 13	Seniority ..... 11
Article 14	Call-ins ..... 12
Article 15	Pay Day..... 12
Article 16	Gear ..... 13
Article 17	Health and Welfare..... 13
Article 18	Maintenance of Standards..... 14
Article 19	Protection of Rights ..... 15
Article 20	Equipment ..... 15
Article 21	Stewards ..... 15
Article 22	Work Week..... 16

Article 23	Wages .....	17
Article 24	Sick Leave .....	17
Article 25	Personal Leave .....	19
Article 26	Residential Requirement .....	21
Article 27	Severance Pay .....	21
Article 28	Nondiscrimination .....	21
Article 29	No Strike.....	22
Article 30	Term of Agreement.....	22
	Memorandum of Understanding .....	24

## **AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the **CITY OF EAST PEORIA, ILLINOIS** ("City") and the **TEAMSTERS LOCAL UNION NO. 627** of Peoria, Illinois, affiliated with the International Brotherhood of Teamsters (IBT) ("Union").

### **ARTICLE 1**

#### **RECOGNITION**

Section 1: The City agrees to recognize and does hereby recognize TEAMSTERS LOCAL UNION NO. 627, its agents, representatives or successors as the exclusive bargaining agency for all of the employees of the CITY OF EAST PEORIA, ILLINOIS, as herein defined, pursuant to the certification issued by the Illinois Labor Relations Board in case No. S-RM-01-02.

Section 2: The term "employee" as used in this Agreement shall include permanent full time and part time employees assigned to the Department of Buildings and Inspections. This shall exclude temporary and/or summer workers, and all other employees, including supervisors, managerial and confidential employees.

### **ARTICLE 2**

#### **CHECKOFF**

Section 1: The City agrees to deduct from the pay of all employees covered by this Agreement, dues, initiation fees and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such

deductions prior to the end of the month for which deduction is made. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. The Local Union shall furnish the City a list of those for whom dues and/or uniform assessments shall be checked off.

### **ARTICLE 3**

#### **MANAGEMENT AND WORK ASSIGNMENT**

Section 1: The right to establish new jobs, abolish or change existing jobs, establish, revise, transfer or eliminate units or, within the City, direct, hire, promote, lay-off, discharge or discipline for cause and to maintain discipline and efficiency of employees is the sole right and responsibility of the City.

Section 2: In addition, all the customary and usual rights, powers, functions and authority which the City had prior to the signing of this Agreement with the Union, including those in respect to rates of pay, hours of employment and conditions of work are retained by the City, except those rights, functions or authority which are specifically modified by this Agreement.

Section 3: In addition and by way of illustration, but not limiting the generality of the foregoing, the right to schedule overtime hours, places of work, schedule and methods of accomplishing the City's business, assignment of work, methods, means, types of tools and equipment, the right to make reasonable rules and regulations of uniform application and any and all other responsibilities, duties and prerogatives ordinarily handled by the City's management shall be the sole and exclusive rights and responsibility of the City.

The City shall retain complete flexibility as to the nature of tasks assigned to employees, except as may be expressly limited by this Agreement.

#### **ARTICLE 4**

#### **GRIEVANCE PROCEDURE**

Section 1: In the event a grievance arises regarding the interpretation or application of the terms of this Agreement between the Union or any employee and the City, such grievance shall be, during the term of this Agreement, determined in accordance with the following procedure:

There shall always be a sincere effort by both employee and supervisor to settle disputes and grievances informally at the lowest possible level of management before the problem goes to the next higher step. The formal grievance process shall commence with a discussion between the employee, shop steward and immediate supervisor, which discussion shall be deemed Step 1 of the grievance procedure. If the problem is not resolved at Step 1, it shall be referred to the Commissioner over the Buildings and Inspections Department. The Commissioner shall meet with the Union representatives and the involved employee(s). The Commissioner shall respond to the grievance within ten (10) calendar days following such meeting. If the problem has not been settled at Step 2, it shall then be submitted to a committee for arbitration comprised of three (3) members: One to be chosen by the City; one by the Union and the third by the first two. In the event of no agreement, the third shall be selected from a panel of 7 neutral arbitrators obtained from the Illinois Labor Relations Board, by alternate striking from such panel, with the grievant striking first, until one arbitrator remains, who shall serve as the

third arbitrator. The decision of this committee shall be rendered within thirty (30) calendar days of the date the controversy is submitted to the Committee and shall be final and binding on both parties and the grievant. The expense of such arbitration shall be shared equally between the parties hereto. The parties may agree to utilize the services of a single arbitrator in lieu of a panel.

Section 2: No grievance shall be processed unless it is submitted within ten (10) calendar days of the occurrence of the event raised in the grievance, or when the grievant first had notice of such event. No grievance shall be processed to Step 2 more than ten (10) calendar days after the initial discussion at Step 1. No grievance shall be submitted to arbitration unless the demand therefor is made within ten (10) calendar days after receipt of the City Administrator's written answer which is deemed unsatisfactory. The arbitration committee shall be formed within ten (10) calendar days after the demand is made or as soon thereafter as practicable.

Section 3: The arbitrator shall not have the authority to change, alter, modify or add to any of the terms or provisions of this Agreement, nor to interpret any State or Federal statute when compliance or noncompliance therewith shall be at issue.

## **ARTICLE 5**

### **DISCHARGE OR SUSPENSION**

Section 1: The City shall not discharge or suspend any employee who has completed a one hundred eighty (180) day probationary period without just cause. In respect to discharge or suspension, the City shall give at least one warning notice of the complaint against such employee to the employee in writing, postmarked or hand

delivered within ten (10) calendar days after the City acquires knowledge of the violation, and a copy of the same to the Union, except that the City shall have the right of summary dismissal or suspension upon any of the following grounds:

1. Dishonesty.
2. Under the influence of liquor or drugs while on duty.
3. Unauthorized person in vehicle.
4. Willful destruction of City property.
5. Failure to obey a direct and reasonable order from their superintendent or foreman.
6. Failure to contact the City within three (3) working days of absence.
7. Any other employment related misconduct which is clearly egregious by any standard.

Section 2: The warning notice as herein provided shall not remain in effect for a period of time of more than nine (9) months from date of said warning notice.

Section 3: Discharge must be by proper written notice to the employee and the Union affected. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an employee, he shall be reinstated and compensated at his usual rate of pay while he has been out of work. Nothing herein shall be interpreted as prohibiting an arbitration committee from directing reinstatement without back pay.

Section 4: Appeals from discharge or suspension must be taken within seven (7) calendar days by written notice and a decision reached by the City within twelve (12) calendar days from the date of discharge or suspension.

Section 5: In the event that the City receives any notice, demand or summons in garnishment on a wage assignment or for a wage deduction order or any notice or demand of any kind concerning delinquency in payments of debts by an employee, the employee involved shall be subject to discipline as follows:

- First Occasion - Warning Notice
- Second Occasion - Three (3) Days' Suspension
- Third Occasion - One Week Suspension
- Fourth Occasion - Discharge

## **ARTICLE 6**

### **SUBCONTRACTING OR TRANSFER OF WORK**

Section 1: In the event the City subcontracts or transfers any of the work performed by bargaining unit members to an outside firm or other governmental entity, the City will make every reasonable effort to reassign any employee affected by such subcontracting or transferring to other work within the bargaining unit or will make every reasonable effort to place such affected employee or employees with the firm or other governmental entity taking over such work. Neither this Article 6 nor any other provision of this Agreement shall be interpreted as limiting the right of the City to employ part time employees or temporary employees on such terms as the City may choose.

## **ARTICLE 7**

### **UNAUTHORIZED ACTIVITY**

Section 1: It is further mutually agreed that the Local Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the City written notice, which

notice will list the Union's authorized representative who will deal with the City, make commitments for the Union generally and, in particular, have the sole authority to act for the Union. In the event of any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its members providing the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above. It is specifically understood and agreed that the City, during the first twenty-four-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-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.

## **ARTICLE 8**

### **LEAVE OF ABSENCE**

Section 1: Any employee desiring a leave of absence from his employment shall secure written permission from both the Union and the City. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for the same must be secured from both the Union and the City. During the period of

absence, the employee shall not engage in gainful employment in the same type of work. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved.

## **ARTICLE 9**

### **FUNERAL LEAVE**

Section 1: An employee shall be entitled to, but not to exceed three (3) working days' leave of absence with pay, attend the funeral of a member of his immediate family, provided he gives as much advance notice as possible to the City. "Immediate family" shall mean the employee's father, mother, father-in-law, mother-in-law, spouse, child or stepchild, brother, sister, grandparent, grandchild, brother-in-law or sister-in-law. "Brother-in-law" shall mean sister's husband or wife's brother. "Sister-in-law" shall mean brother's wife or husband's sister. The City shall be entitled at any time to demand the employee to produce adequate proof of death and relationship.

## **ARTICLE 10**

### **SEPARABILITY AND SAVINGS**

Section 1: If any article or section of this Agreement or of 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 of 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 11**

### **HOLIDAYS**

Section 1: The following days shall be recognized as paid holidays when not worked and each full time employee shall be paid eight (8) hours' holiday pay:

New Year's Day

Martin Luther King Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve Day (December 24th)

Christmas Day

New Year's Eve Day (December 31st) or an alternate day designated by the City Administrator

All work performed on the above-mentioned holidays shall be paid for at the rate of time and one-half in addition to holiday pay. Employees must work the preceding regular scheduled work day to qualify for holiday pay; unless the employee's absence is a pre-

approved, scheduled absence. In the event the City requires an employee or employees to work on a holiday, it shall give the employee one week's notice except in the case of an emergency.

## **ARTICLE 12**

### **VACATIONS**

Section 1: All regular full time employees will accrue vacations on the following schedule:

After One Year of Service	-	One Week's Vacation
After Two Years of Service	-	Two Weeks' Vacation
After Eight Years of Service	-	Three Weeks' Vacation
After Thirteen Years of Service	-	Four Weeks' Vacation
After Twenty Years of Service	-	Five Weeks' Vacation

Section 2: Vacation pay will be based on an average work week with regular work week hours of forty (40) hours.

Employees who have worked less than fifty-two (52) weeks in the previous year will receive a prorata vacation which will be computed on the basis of one-twelfth (1/12) of the regular vacation pay for each month worked, but an employee must have worked a minimum of three (3) months in the year to receive any vacation pay.

Section 3: If any employee has not taken his earned vacation and is terminated, he will receive his full vacation as earned for the previous year except if his termination is for cause. Termination for cause shall include, but not necessarily be limited to, those reasons as listed in Article 5, Section 1.

Section 4: The vacation period for each employee shall commence on his or her anniversary date of employment with the City. No vacation may be anticipated. Vacation shall be taken in blocks of five (5) consecutive days, except that up to one week of vacation may be taken in blocks of two (2) or three (3) consecutive days. At the absolute discretion of the supervisor, an employee may in the event of an emergency be allowed to take an additional vacation day in a block as small as one-half of a day. Vacation may not be carried over to a succeeding year.

Section 5: The City Administrator or his designee shall have the exclusive right to determine whether a request for vacation for a certain time period is compatible with the operational needs of the City. The City agrees to permit more than one employee to be on vacation at a time during the specified vacation period, providing it does not, in the opinion of the City Administrator or his designee, interfere with the efficient operation of the City.

Section 6: Qualified employees shall be entitled to receive their scheduled vacation pay before starting on their vacation.

## **ARTICLE 13**

### **SENIORITY**

Section 1: An employee will be regarded as probationary during the first one hundred eighty (180) days of full time or regular part time employment within the bargaining unit. During such one hundred eighty-day period, the employee may be discharged without further recourse. After an employee has been employed for one

hundred eighty days, he shall have his service date as of the date of hire. Temporary and part-time employees will not acquire service.

Section 2: In the event of a layoff, the last employee hired shall be laid off first, and when the force is again increased, employees are to be returned to work in the reverse order in which they are laid off providing the employee being retained or recalled has the necessary certification and ability to perform the work. However, an employee's recall rights shall terminate after eighteen (18) months or a period of time equal to the employee's total service time, whichever is lesser.

## **ARTICLE 14**

### **CALL-INS**

Section 1: Call-ins before or after the regular working hours shall be for a minimum of two (2) hours at the regular hourly rate. Employees called in shall be paid the greater of two (2) hours at regular hourly rate or the actual hours worked times the appropriate rate for each hour actually worked, which rate will be either the regular rate or time and one-half, as determined pursuant to Article 22, Section 1. Call-ins shall be rotated and overtime shall be as equally divided as is reasonably possible, except that emergency call-ins may be based upon employees' proximity to the City or site of emergency. If volunteers cannot be secured, employees may be required to report for emergency work. If an employee is notified within one (1) hour prior to his regular starting time not to report for work, the City will not be liable for that work day.

## **ARTICLE 15**

### **PAY DAY**

Section 1: Employees shall be paid on the 15th and the last day of each month.

## **ARTICLE 16**

### **GEAR**

Section 1: Except as set forth in this section, all employees shall annually be provided six (6) long sleeve shirts, six (6) short sleeve shirts and a \$400 clothing allowance. The clothing allowance shall be paid in a lump sum during the first month of each contract year during this Agreement. Employees shall wear the uniforms and shirts when working and shall not wear the uniforms or shirts unless working or coming to or going from work. Employees shall at the start of each work shift assure that their clothing is serviceable and clean.

Section 2: The City agrees to furnish rain gear as needed for all City employees. Special clothing shall be furnished by the City if required by the City. Further, the City will pay 55% of the cost to the employee for boots and for either a heavy winter coat or coveralls, providing the employee purchases a coat specified by the Department.

## **ARTICLE 17**

### **HEALTH AND WELFARE**

Section 1: The City shall provide regular full time employees an insurance plan that is the same as that provided to other City employees, both as to benefits and as to employee premium contribution, excluding managerial or supervisory employees exempt under the Public Labor Relations Act, but including all bargaining unit employees.

Section 2: Should a fitness/health club be provided at EastSide Centre, the City shall pay on behalf of each employee at least 60% of the cost of individual membership in the EastSide Centre fitness/health club.

## **ARTICLE 18**

### **MAINTENANCE OF STANDARDS**

Section 1: The City agrees that wages now paid above the minimums set forth in this Agreement and all other benefits more liberal than those set forth in this Agreement shall continue during the existence of this Agreement. The City will not enter into any individual agreements which conflict with this Agreement.

Section 2: The City agrees not to enter into any agreement or contract with its employees individually or collectively which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

Section 3: This provision does not give the City the right to impose or continue wages, hours and working conditions less than those contained in this Agreement.

Section 4: It is agreed that the provisions of this Article shall not apply to inadvertent or bona fide errors made by the City or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of discovery of the error.

Section 5: Subject to the terms and conditions of this Agreement, the City shall have full authority in the operation of the business of the City, and the Union agrees to cooperate with the City in the efficient operation of the City's business. Specifically, the Union agrees that the efficient operation of EastSide Centre and the Buildings and Inspections crew requires that bargaining unit members perform a wide variety of duties that might in other settings be performed by several different employees holding different job classifications.

## **ARTICLE 19**

### **PROTECTION OF RIGHTS**

Section 1: It shall not be a violation of this Agreement and it shall not be cause for discharge or discipline if any employee refuses to pass through a legally established primary picket line.

## **ARTICLE 20**

### **EQUIPMENT**

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

Section 2: Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to persons or property in violation of any applicable statute or court order or in violation of a government regulation relating to safety of person or equipment. The term "dangerous conditions of work" does not relate to the type of cargo which is hauled or handled.

## **ARTICLE 21**

### **STEWARDS**

Section 1: The City recognizes the right of the Union to designate job stewards from the City's seniority list. The authority of job stewards so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

The investigation and presentation of grievances with the City or the designated City representative in accordance with the provisions of the collective bargaining agreement. The steward can be present at the time of disciplinary action against a member of the bargaining unit if requested by the member.

Section 2: The names of the employees so designated shall be submitted promptly in writing to the City. Any subsequent changes shall also be submitted promptly in writing to the City.

## **ARTICLE 22**

### **WORK WEEK**

Section 1: The work week shall vary depending upon operational needs.

Regardless, an unpaid lunch break of one-half hour shall normally be taken between the fourth and fifth hours.

Time and one-half will be paid for all hours worked in excess of forty (40) hours in any week.

Overtime and premium payments will not be pyramided.

Section 2: Until the expiration of this Agreement, the City agrees that bargaining unit members employed at EastSide Centre as of January 1, 1999 shall be guaranteed the opportunity to work forty (40) hours in any week except for holidays and vacations and overtime hours shall not be counted toward the fulfillment of such guarantee. An employee shall forfeit his weekly guarantee in that week in which he takes off a regular scheduled work day, or any part thereof, or where he is discharged or suspended for cause.

Section 3: In any week in which the paid holidays fall, the guaranteed work week, as provided in Section 2 above, shall be thirty-two (32) hours or twenty-four (24) hours respectively, depending on whether there are one or two holidays during the week.

**ARTICLE 23**

**WAGES**

Section 1: The following hourly rates shall prevail:

General Services Technician:

	<u>05/01/21</u>	<u>01/01/22</u>
Probationary	23.36	23.84
6 months to 1 year	24.36	24.84
1 year to 2 years	25.86	26.34
After 2 years	27.36	27.84

**ARTICLE 24**

**SICK LEAVE**

Section 1: Each non-probationary full time employee will be eligible for sick leave on a calendar year basis. Sick leave with pay shall be earned as follows:

A non-probationary employee with less than one (1) year of service will receive a prorata sick leave according to months of service.

An employee with one year of service will receive five (5) duty days per year, cumulative as follows:

1 year but less than 5 years	25 duty days
5 years but less than 7 years	35 duty days
7 years but less than 10 years	40 duty days
10 years or more	95 duty days

For those on an extended absence (30 calendar days or more) not resulting from an on the job injury, no benefits shall accrue.

Section 2: In addition to the above sick leave schedule, any regular full-time employee injured on the job in the performance of his duty shall be entitled to full pay for a period of sixty (60) duty days absence on account of said injuries; provided, however, if during such absence such employee shall receive compensation under the provisions of the Illinois Worker's Compensation Act or under the provisions of the Illinois Municipal Retirement Fund, only that portion of such employee's regular salary shall be paid which will, together with said other compensation, equal the regular wages. An employee claiming injury on the job may be denied payment hereunder if the employee fails to pursue disability compensation under the provision of the Illinois Worker's Compensation Act or under the provisions of the Illinois Municipal Retirement Fund in a timely fashion.

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

Section 4: Upon retirement an employee may, at his option, be entitled to his accumulated sick leave time off prior to retirement or may receive eight (8) hours' pay for each day of accumulated sick leave.

## ARTICLE 25

### PERSONAL LEAVE

Section 1: Eligible employees, as defined in this Article, shall be allowed three and one-third (3 1/3) hours of paid absence allowance credit for each month in which the employee worked his scheduled hours during the preceding twelve (12) month period, January 1 to December 31, which credit may be used in the following calendar year between January 1 and December 31 to receive payment for "hours of absence".

"Hours of absence" as used in this Article means hours during which an eligible employee is absent from work of his own volition for personal business, or because of accident, illness, extreme weather conditions or emergency, and during which the employee was scheduled for, and would have worked, but shall not include any absence of less than eight consecutive hours in a work day, any period of absence on any one shift or work day beyond the first eight consecutive hours of that shift or work day, any period of absence for Union business, or caused by, directly or indirectly, any strike, work stoppages, or picketing, or any period of absence for which the employee is entitled to payment of benefit for any other reason.

Twenty-four hours' advance notice shall be given to the City by an employee, whether the absence counts as "hours of absence" or not, unless the absence is compelled by an illness or accident which prevents a reasonable opportunity to give such notice, in which event notice shall be given as soon as possible prior to the scheduled start of the shift from which the employee will be absent. Employees will be allowed to bunch their paid absence allowance days together, and may be paid in advance upon

written request forty-eight hours in advance of the absence. However, employees will not generally be allowed to take a personal day in conjunction with a holiday.

"Eligible employees" as used in this Article are those full time employees who are actively employed (and not on layoff) during the entire period January 1 to December 31 of the preceding year. Employees who are hired after January 1, and who complete the probationary period prior to December 31, shall be eligible in the following year for a paid absence allowance credit of three and one-third (3 1/3) hours for each full month the employee was actively employed in the preceding year. Employees shall cease to be an eligible employee in the event and at the time of quit, death or discharge.

Section 2: Any eligible employee who has not used all available hours of paid absence allowance credit prior to the last full pay period in December, shall be paid for the number of unused hours of paid absence allowance credit, such payment to equal the amount which the employee would be entitled to if he had hours of absence in the last full pay period equal to the unused hours. Such payment shall be made to employees on or before December 31 of each year; provided however, that any eligible employee may, by written notice to the City given prior to December 15, carry forward the balance of unused hours of paid absence allowance credit to the first quarter of the succeeding calendar year, and use such hours in that first quarter subject to the limitations within this Article.

Any eligible employee who, prior to December 31 of any year, dies, retires, enters the armed forces (except for temporary military duty), is laid off in a reduction in force, or quits with two weeks' prior notice shall be paid (in addition to any other pay to which he is entitled) for the number of unused hours of paid absence allowance credit available to

the employee at that time as if he had hours of absence in his last pay period equal to the number of unused hours.

Any eligible employee who receives a payment under this Section 2 shall have no further rights under this Article 25.

## **ARTICLE 26**

### **RESIDENTIAL REQUIREMENT**

Every employee shall, as a condition of employment, reside either within twenty (20) miles of the City limits or within twenty (20) minutes normal driving time without exceeding the speed limit. Employees must comply with the residency requirement within thirty (30) days of completing the one hundred eighty (180) day probationary period. Part time employees may, on an individual basis be granted an exemption from this requirement where, and so long as, they remain in the same residence as they had when hired, but shall lose any exemption, and be required to comply in the event they move while employed by the City.

## **ARTICLE 27**

### **SEVERANCE PAY**

Section 1: Regular full-time employees who are terminated because of permanent reduction in force or because their positions have been eliminated will receive one (1) week's pay for each full year of continuous and consecutive service prior to termination.

## **ARTICLE 28**

### **NONDISCRIMINATION**

Section 1: The City agrees that it will not interfere with the right of its employees to become members of the Union. It is further mutually agreed that there shall be no

discrimination, restraints or coercion against any employee or any individual being considered for employment because of age, race, color, creed, sex or national origin.

## **ARTICLE 29**

### **NO STRIKE**

Section 1: The Union agrees that under no circumstances will it authorize, sanction, condone or acquiesce in, nor will any member of the Union take part in any strike, withholding of services, or work stoppage of any kind or nature. The City agrees that it will not lock out any member of the bargaining unit during the term of this Agreement.

Section 2: In the event the parties are unable to reach agreement following good faith bargaining pursuant to the wage reopener referenced in Article 23 above, the prohibitions set forth in Section 1 of this Article 29 shall be held in abeyance pending an agreement on wages.

## **ARTICLE 30**

### **TERM OF AGREEMENT**

Section 1: This Agreement shall be in full force and effect from January 1, 2021 to and including December 31, 2022, 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.

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 December 31, 2022 or December 31 of any subsequent year, that such party desires to revise terms or conditions of the Agreement.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF EAST PEORIA**

**TEAMSTERS LOCAL UNION NO. 627**

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Keith Gleason, President

**ATTEST:**

\_\_\_\_\_  
Its City Clerk

**MEMORANDUM OF UNDERSTANDING  
TO THE COLLECTIVE BARGAINING AGREEMENT  
BETWEEN**

**CITY OF EAST PEORIA**

**AND**

**TEAMSTERS LOCAL UNION NO. 627**

**(EASTSIDE CENTRE/ BUILDINGS AND INSPECTIONS)**

**DRIVE AUTHORIZATION AND DEDUCTION**

In addition to the terms and conditions contained in the above-referenced collective bargaining agreement between the Employer and the Union, the Employer and the Union hereby further agree that:

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.

**CITY OF EAST PEORIA**

**TEAMSTERS LOCAL UNION NO. 627**

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Keith Gleason, President

**ATTEST:**

\_\_\_\_\_  
Its City Clerk