

MEMORANDUM

March 2, 2023

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

FROM: City Attorney Scott A. Brunton

SUBJECT: Public Works Teamsters Collective Bargaining Agreement (2022-2025)

DISCUSSION:

The attached Resolution approves the new three-year Collective Bargaining Agreement with the Teamsters Local Union No. 627 representing the City employees in the Public Works Department. The previous Public Works Teamsters Collective Bargaining Agreement expired on June 30, 2022. The parties have been negotiating in good faith over these past several months and have now reached an agreement on a new three-year Collective Bargaining Agreement that will run from July 1, 2022, through June 30, 2025.

Numerous revisions and updates have been made to this new three-year Collective Bargaining Agreement, including a wage increase of 2.0% retroactive to July 1st, and wage increases in the second and third years of the new Agreement of 2.5% and 3.0% respectively. The Teamsters Local Union No. 627 has ratified this new three-year Collective Bargaining Agreement and awaits approval by the City Council.

RECOMMENDATION: Approval.

RESOLUTION NO. 2223-162

East Peoria, Illinois

_____, 2023

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 UNON NO. 627, acting as exclusive bargaining representative of the employees working in the City's Public Works Department, for a three (3) year term commencing July 1, 2022, and terminating on June 30, 2025, 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
(PUBLIC WORKS DEPARTMENT)
2022 – 2025

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AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2023, 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 I

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.

Section 2: The term “employee” as used in this Agreement shall include all employees in Public Works except Clerical, the Department Superintendents and Supervisory Personnel who would have the right to hire or discharge.

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 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, the location of plants and other places of work, schedule and methods of accomplishing the City's business, assignment of forepersons, 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, except subject to and limited by the other provisions of this Agreement, including, but not limited to, Article 18, Maintenance of Standards.

Section 4: The parties hereby acknowledge that the City's Department of Public Works consists of two separate departments: the Street Department, and the Water-Wastewater Department (the "W-WW Department"). The Superintendents of these two Departments have been designated by the City as the Department Head for each respective Department. As used in this Agreement, the term "Department" shall designate the specified Department, and the term "Departments" shall mean both the Streets Department and the W-WW Department. Except as expressly provided in this Agreement, staff from one Department shall not perform work in the other Department unless necessary in extraordinary circumstances to perform critical work for the City, such as, but not limited to, snow removal, flooding, tornadoes, or other natural disasters.

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.

STEP 1: Within not more than (7) workdays after the occurrence or discovery of a violation, the formal grievance process shall be commenced with a discussion between the employee, shop steward, and immediate supervisor.

STEP 2: If the problem is not resolved at Step 1, the Department Superintendent shall meet with the Union representatives and the involved employee(s). The Department Superintendent shall respond to the grievance within ten (10) calendar days following such meeting.

STEP 3: If the problem has not been settled at Step 2, upon the Union's request, a meeting shall be held with the respective Department Commissioner, employee, steward, and Department Superintendent. The parties may have other representatives attend.

STEP 4: If the problem has not been settled at Step 3, it shall then be submitted to a committee for arbitration comprised of three (3) members: One member to be chosen by the City; one member by the Union, and the third member selected by the first two named members. The decision of this committee shall be rendered within thirty (30) calendar days of the date that the controversy is submitted to the Committee and shall be final and binding on both parties. 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 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 delivery of the Department Superintendent's written answer, which is then deemed unsatisfactory. The arbitration committee shall be formed within ten (10) calendar days after the demand for Step 4 review is made.

Section 3: The arbitrator's decision shall be limited to the grievance at hand, and 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 without just cause but in respect to discharge or suspension, 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 employer 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 foreperson.
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 one (1) year 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.

ARTICLE 6

SUBCONTRACTING

Section 1: In the event the City elects to subcontract or transfer any of the work traditionally performed by the bargaining unit members to an outside firm, the City will bargain the impact of the election and will make every reasonable effort to reassign any employee affected by such subcontracting or transferring to other work within the bargaining unit or place such affected employee or employees with the firm taking over such work. This provision shall not limit the City's ability to contract for work projects that exceed a Department's capabilities or when installing or constructing new facilities or replacement facilities. The City will continue to abide by Section 4 of Article 22 of this Agreement regarding staff retention during the term of this Agreement.

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 up to three (3) working days' leave of absence with pay to attend the funeral of a member of his/her immediate family, provided the employee 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, step-father, step-mother, brother, sister, grandparent, grandchild, brother-in-law or sister-in-law. "Step-father" or "step-mother" refers only to a step-parent who raised the employee or with whom the employee has had a substantial long-standing familial relationship. "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 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 Day

Each employee shall have one (1) additional holiday on a day mutually agreed to by the employee and the City. The employee shall give the City at least three (3) days' notice of the desired day. No more than two (2) employees in any Department shall be permitted to take the same day off for such additional holiday, except that the Department Superintendent may in his/her absolute discretion allow a third employee to take the same day off.

All work performed on the above-mentioned holidays shall be paid for at the rate of two times the employee's regular rate of pay in addition to holiday pay. Employees must work the preceding regular scheduled workday 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.

Section 2: Each employee may absent himself from work one day within thirty (30) days before or thirty (30) days after his birthday, provided that not more than two employees shall be so absent on any one day. The day of absence will be agreed upon by the City and the employee at least three (3) days in advance. The employee will receive eight hours' pay for such day.

ARTICLE 12

VACATIONS

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

After Completion of 1 Year of Service	-	One Week's Vacation
After Completion of 2 Years of Service	-	Two Weeks' Vacation
After Completion of 7 Years of Service	-	Three Weeks' Vacation
After Completion of 12 Years of Service	-	Four Weeks' Vacation
After Completion of 19 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. Vacation selection will be made on a seniority basis between November 1 and December 31 of the preceding year. Vacation will be scheduled on a first come first serve basis subsequent to January 1 of the year in which the vacation is to be taken.

Subject to Section 7 of this Article 12, employees who have worked less than fifty-two (52) weeks in the previous year will receive prorated 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. For the purposes of this section, paid vacation, personal time, and sick leave (excluding sick leave under Section 2 of Article 24) taken under the terms of this Agreement shall be considered to be worked time.

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 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. No vacation may be anticipated. Vacation shall be taken in blocks of five (5) consecutive days, except that up to two (2) weeks of vacation may be taken in increments as small as one day at a time and one day of vacation may be taken in increments as small as one hour at a time. 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 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 appropriate Department Superintendent or his/her designee, interfere with the efficient operation of the City or exceed minimum staff requirements of the Department.

“Minimum staffing” as used in this Agreement shall mean the listed number of employees to fill the following positions in the Street Department: Street Department (3), Vehicle Mechanics (1) and Solid Waste (3); and the following positions in the W-WW Department: Water Operators (1), Water Distribution (2), and Wastewater Operators (1). Solid Waste may utilize backup drivers to meet this level.

Section 6: Time lost due to on-the-job injury shall be considered as days worked for the purpose of building vacation by receiving credit for personal days (paid absence allowance). No employee will be allowed to accrue and total more than the employee’s

annual vacation or annual allotment of personal days while not working by reason of an on-the-job injury, even if the absence exceeds one year in length

ARTICLE 13

SENIORITY

Section 1: An employee will be regarded as probationary during the first one hundred eighty (180) days of employment. 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 last of hire. Temporary and part-time employees will not acquire service. Notwithstanding the foregoing, the employer may in the event of marginal performance and in lieu of immediately discharging a probationary employee, extend the probationary period an additional one hundred eighty (180) days with the concurrence of the Union and the employee.

Section 2: In the event of a layoff, the last employee hired shall be laid off first with the exception to Water and Wastewater Plant Operators, 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.

Section 3: Where an existing or new job within the bargaining unit becomes vacant, the City shall for a period of two (2) working days post said job and a form for all qualified

employees desiring to bid for the job to sign. Employees within the Department to which the vacancy exists shall be notified as soon as practicable of who is selected to fill the job. Seniority and qualifications shall prevail in filling permanent vacancies for applicants from within the Department with the vacancy, providing the ability to perform the work is at least equal and the senior employee has the necessary certification and licensing when applicable. The City reserves the right to determine the qualifications for a position and who is qualified to fill that position. After applicants from within the Department with the vacancy have been considered for the vacancy and not chosen to fill the vacancy, employees from the other Department will be allowed to apply for that position with their qualifications and seniority considered. Accordingly, all such candidates who are employees in the other Department must meet all certification and licensing requirements in the same manner as any outside candidates as established by the City in the job posting. When posting the position to the other Department, the City may also post the job for outside candidates at the same time. Additionally, the probationary period for a transferring employee shall be ninety (90) days. If a transferring employee does not successfully complete the 90-day probationary period with the new Department, the employee will return to the employee's former Department in the employee's former position while retaining all seniority rights, including credit for time while on probationary status during the attempted transfer. Temporary vacancies, however, may be filled by the Department Superintendent, and where practical will be rotated among qualified employees. Notwithstanding any other provision of this Article 13, when a solid waste route is vacant, the three (3) employees with the least seniority in either Department (excluding water operators, wastewater operators, IEPA-licensed operators with license

in use, foreperson, mechanics, and programmer electricians) shall rotate back-up on vacant routes on a monthly basis.

Section 4: Should the City determine that there is a temporary need for a mechanic's helper, the position shall be offered to the senior qualified employee.

ARTICLE 14

CALL-INS

Section 1: Employees called in before or after regular hours shall be paid as follows: If the employee works no more than two (2) hours, the employee shall be paid time and one-half for the two (2) hours. If the employee works more than two (2) hours, the employee shall be paid time and one-half for all hours worked. Employees called in to work two (2) hours or less before the normal starting time will be paid time and one-half until the normal start of working hours. If call-ins are more frequent than the two (2) hour minimum, the employee will be paid the two (2) hours per call to a maximum of twenty-four (24) hours in a day. Call-ins and overtime shall be offered to the qualified employee with the least amount of overtime based on the most recent payroll period overtime report (in the event of a tie, seniority shall prevail). Once all employees in a department have been called, and all employees on the overall call-out list have been called, and the employer cannot get the requisite number of employees for the call-out, the employer shall call the qualified employee(s) with the least amount of overtime based on the most

recent payroll period overtime report in the department having the call-out, and said employee(s) are required to accept the call-out.

Section 2: Notwithstanding, water distribution crew will be called for water main breaks outside of regular work hours before other employees are called, Vector operators will be called out first for situations outside of regular work hours requiring use of the Vector, and the electrician will be called out first for situations outside of regular work hours involving electrical work.

Section 3: Employees shall work overtime as the City may require. When a job is in progress and overtime work is required, employees working on that particular job will be given the first opportunity for job continuation overtime. If that said employee cannot perform overtime, then a qualified replacement will be found.

Section 4: For snow events requiring the City to deploy snowplows, employees from the W-WW Department (excluding foreperson, IEPA-licensed operators utilizing their license, water operators and wastewater operators) will be called in as designated by the Superintendents or their designee. While volunteers from the W-WW Department may be sought to assist with snowplowing duty, call ins for snowplowing are mandatory. Volunteers will be selected first, then chosen by lowest seniority drivers and laborers.

Section 5: Employees absent on the workday due to being sick are not eligible to work any call-in until the beginning of their next scheduled shift. Sick absences due to doctor appointments, dentist appointments, family member care or other reasons not related to employee's inability to work by reason of personal illness shall not render the employee ineligible. Employees on medical restriction are not eligible for call-ins or overtime without the express written permission of the Department Superintendent.

ARTICLE 15

PAY DAY

Section 1: Employees shall be paid on the 15th and the last day of each month. Employees shall be paid by direct deposit into an account designated by the employee. If paychecks are not deposited by 10:00 a.m. on payday, employees will be issued a manual check by 3:00 p.m. the same day. The City shall correct and pay payroll mistakes no later than the time specified under Illinois law, as amended from time to time. The City will not require the early turn in of timecards nor delay payment of overtime by reason of any administrative or clerical personnel taking vacation or leaving work early before a holiday. However, in order to facilitate completion of payroll in a timely manner, delayed payment of overtime may occur at various times during the year.

Section 2: When the City implements the new Tyler system for the City's payroll accounting, the City will provide paycheck sheets to all employees that list current benefit hours.

Section 3: The City shall correct payroll mistakes no later than the time specified under Illinois law, as amended from time to time. Further, the City shall correct errors of \$100.00 or more within 72 hours whenever possible.

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 \$750 prorated clothing allowance. The clothing allowance shall be paid in a lump sum during the first month of

each contract year during this Agreement. In lieu of the preceding benefit, the City shall provide each employee in the classifications of mechanics uniforms. 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 of East Peoria will on an annual basis reimburse an employee up to \$200 for prescription safety glasses as needed. Reimbursement will be made to employees within 31 days after the receipt is turned in.

ARTICLE 17

HEALTH AND WELFARE

Section 1: The City shall provide 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 Department Heads hired subsequent to the execution of this Agreement and including all bargaining unit employees. Employees covered by this Agreement shall at all times receive at least the same insurance benefits, at the same premium and deductible levels, as the most favorable insurance benefits afforded to any such City employees. After execution hereof, no portion of the plan shall be changed

without coordination with the insurance committee, which committee shall include a member of the bargaining unit.

Section 2: Retired employees last hired by the City prior to May 1, 1993 shall be covered by the group health insurance, contributing the same toward premium costs as active employees, except that such qualifying retired employee 60 years of age or older or totally disabled shall not be required to make any contribution toward said group health insurance coverage. Retired employees last hired by the City subsequent to April 30, 1993 may elect coverage under the group health insurance subject to the following conditions and limitations:

1. In the event that national health care is implemented or the State of Illinois implements health care for its citizens, to the extent that the retired employees would receive coverage but for the existence of the benefit set forth here, this provision shall not be effective and shall not operate to deny such national or state coverage to the retired employees or to impose a burden on the City.

2. In the event the retired employee accepts employment with an employer who provides employees with health insurance benefits, the retired employee must enroll for such coverage if eligible. If the retired employee elects to continue to participate in the City's plan, coverage under the City's plan shall be secondary and the coverage under the plan offered by the retired employee's new employer shall be primary. A retired employee who has elected not to continue to participate in the City's plan by reason of having obtained coverage through a new employer, may upon separation from such

employer for any reason, once again participate in the City's group health insurance plan subject to the plans, conditions, limitations and restrictions, including any that may apply to pre-existing conditions.

3. The retired employee must contribute toward the premium cost the same amount contributed by active employees of the City, regardless of the retired employee's age.

Section 3: The City shall provide employees, active and retired, individual and family membership in the EastSide Centre fitness/health club.

Section 4: Beginning May 1, 2023, the employee premium contribution for coverage under the City's group health insurance plan shall be established as set forth herein and thereby replacing the premium contribution provisions set forth in Section 1 of this Article 17. Beginning May 1, 2023, employees shall pay a premium contribution equaling 20% of the respective total premium rate for the coverage tiers offered by City's group health insurance plan, with the City paying the other 80% of the respective total premium rate.

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.

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 take out on the streets or highways 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. The City shall provide written indemnification to any employee required to drive a vehicle without a license plate or up to date safety inspection.

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.

Section 3: Subject to IEPA requirements, one (1) employee per operating shift will be assigned to the wastewater and water plants on Saturdays, Sundays, and holidays, unless additional help is needed, in which case the assigned employee may call in additional help as necessary.

Section 4: In the event an employee is involved in an accident, the employee will be required to submit to a drug test only under the following circumstances: (a) reasonable suspicion exists that the employee's driving or handling of equipment was impaired by reason of drugs or alcohol, and (b) (i) sound reason exists to believe the employee was at fault, or (ii) there is a probability of personal injury.

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 normally consist of five (5) eight (8) hour days, Monday through Friday, 7:00 a.m. to 3:30 p.m. Summer hours shall normally be from 6:00 a.m. to 2:30 p.m. and shall run from the first Monday in June to the second Friday in September unless management decides to discontinue the summer hours. Before discontinuing the summer hours, management shall discuss its decision with the union and the decision may not be capricious and arbitrary. Further, hours may be staggered to supply essential City services. The solid waste hauler's workday shall be from 5:45

a.m. until 2:15 p.m. unless released earlier by the supervisor. If an employee finishes the assigned route early, the employee shall check with the Public Works' office and serve any missed calls and may be required to perform other work.

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.

Time and one-half will be paid for all hours worked in excess of eight (8) hours in any one day.

Time and one-half will be paid for all hours worked outside an employee's regular work shift as designated by the Department Superintendent.

Overtime and premium payments will not be pyramided.

Further, time and one-half will also be paid for all hours outside an employee's regular work shift as designated by the Department Superintendent. Thus, an employee will be compensated at the overtime rate for all hours worked outside of their regular shifts, while allowing the Department Superintendent the flexibility to periodically adjust an employee's regular work shift hours based upon the needs of the City. The intent of this provision is not to allow the Department Superintendent to adjust an employee's regular work shift hours in order to avoid paying overtime compensation to employees.

Section 2: Mechanics' hours shall be staggered so that one starts at 6:00 a.m. and shall work until 2:30 p.m., and the other starts at 7:00 a.m. and shall work until 3:30 p.m.

Section 3: The Water Service Representatives shall work from 7:00 a.m. until 3:30 p.m.

Section 4: Until the expiration of this Agreement, the City agrees that no less than 90 percent of the regular work force employed at the time of execution of this Agreement 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 workday, or any part thereof, or where he is discharged or suspended for cause.

Section 5: In any week in which the paid holidays fall, the guaranteed work week, as provided in Section 4 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 classifications and hourly rates will prevail:

Street Department

	<u>7-1-22</u>	<u>7-1-23</u>	<u>7-1-24</u>
Foreperson	40.90	41.92	43.18
Operator	38.23	39.19	40.37
Mechanic	37.92	38.87	40.04
Solid Waste/Recycle Vehicle Operator	36.32	37.23	38.35
Truck Driver/Customer Service Person/ Laborer (helper, meter reader, etc.)/ Mechanical Maintenance Technician	36.04	36.94	38.05

W-WW Department

	<u>7-1-22</u>	<u>7-1-23</u>	<u>7-1-24</u>
Foreperson	40.90	41.92	43.18
Operator	38.23	39.19	40.37
Truck Driver/Customer Service Person/ Laborer (helper, meter reader, etc.)/ Mechanical Maintenance Technician	36.04	36.94	38.05
State Certified Water & Waste Plant Operators:			
Class I/Computer Programmer-Electrician	38.86	39.83	41.02
Class II/B	38.22	39.18	40.36
Class III/C	37.65	38.59	39.75
Class IV/D/WW Collection Operator Water Service Technician	36.86	37.78	38.91

ROINC: Paid according to Highest Level of Class of License Held.

Except as otherwise provided in this section, starting rates shall be \$7.00 per hour under the above established rates. After one year of service an employee shall be paid \$5.00 per hour under the above established rates. After two years of service an employee shall be paid \$3.00 per hour under the above established rates. After three years of service an employee shall be paid the above established rate. Employees hired to be Class 1 and Class 2 Wastewater operators, Class B water operators, or Programmer/Electricians, Mechanics and forepersons shall be exempt from this phased pay increase.

If the City determines a new hire has verifiable related experience with another company, the new hire may be exempt from the above progression and start at the rate

commensurate with the related experience. The determination of whether to start at minimum start rate or other progressive rate will be made by the City at the time of hire, and shall be made within the City's complete discretion.

When an employee is moved from one classification to a higher paid classification for any portion of eight (8) hours, either temporarily or permanently, his rate shall be adjusted up depending on the type of work the employee is performing.

The City shall pay the cost to an existing employee of CDL license renewal.

Any employee required by the City to maintain a dual certification, generally referred to as a "K" certification, shall receive an annual stipend of \$500, payable on June 30th of each year and prorated based upon that portion of the contract year ending that the employee was required to maintain the dual certification. A qualifying employee shall at the time of separation be paid any prorated stipend earned during the contract year.

Section 2: Operators of the following equipment shall qualify for operators' pay:

Endloader (except when loading employee's own truck)	
Bobcat (except when moving snow)	
Mower (except at the wastewater plant property)	
Grader	Backhoe
Vactor	Paver
Spray Patcher	Sweeper

Operators of the roller and paint machine shall be paid \$.40 per hour more than the rate for truck driver. Both the Street Department and the Water Department shall have one designated operator. The operator shall be chosen based upon qualifications. The operator must be qualified to operate all equipment utilized in that Department. Should the Department Superintendent determine that qualifications are equal, the designated operator shall be chosen by seniority. .

All employees are responsible for ensuring adherence to safety protocols on the job site.

Section 3: The member of the water distribution crew shall receive operator pay when operating either the Push Machine (one employee), the Hot-Tap Machine (no more than two employees) or the Hydrostop (no more than two employees).

Section 4: While spraying weeds or insects and only while spraying weeds or insects, the certified sprayer shall receive an additional \$1.50 per hour.

Section 5: Forepersons may be required by the City to be available to receive after hour calls forwarded by the City's dispatcher and shall receive one quarter (1/4) per hour of pay at that foreperson's overtime rate for each after hour call handled by that foreperson. To the extent that the City offers forepersons the opportunity to handle such calls, it shall be on a rotating basis among the superintendents and forepersons within a particular department. The Department Superintendents shall meet with the union president and union stewards to develop procedures for administering this provision.

Section 6: Solid Waste employees shall be eligible to work overtime if qualified.

Section 7: There shall be an annual tool allowance of \$750 payable to all mechanics on July 1st.

ARTICLE 24

SICK LEAVE

Section 1: Each non-probationary employee (except a temporary or part-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 prorated sick leave according to months of service.

An employee with one year of service will receive six (6) 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	100 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. Available benefit days shall be shown on employee's check stubs by the first pay day in February of each year.

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.

Further, when an employee is injured on the job in the performance of his/her duties, the City shall use its best efforts to assure there are no delays when the employee's right to have the provider of medical services paid and right to receive temporary total disability are not in dispute. Should the City determine upon review that there is no dispute concerning the employee's right to have the provider of medical services paid pursuant

to the worker's compensation statutes, and the provider of medical services has not been paid within 60 days after submission to the City's worker's compensation insurance carrier of all reasonably necessary information, the City shall contact the provider of the medical service and take all actions necessary to protect the credit of the employee. Should the City determine that there is no dispute as to an employee's right to receive temporary total disability pursuant to the worker's compensation statutes, and payment to the employee is more than twenty-two (22) days delayed, the City shall upon receiving an assignment of the employee's right to the temporary disability payment that is delayed, advance payment to the employee.

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. Sick leave shall only be used for the following reasons: (1) personal illness or physical incapacity resulting from the causes beyond the employees control, which includes elective medical, vision, or dental procedures; (2) grave illness of a member of the employee's immediate family who requires the employee's personal care and attention; (3) enforced quarantine of the employee pursuant to community health regulation or City directive; or (4) attending a medical or dental appointment with a medical or dental provider. Immediate family members shall be limited to the employees' lawful spouse, civil union partner, children, parent or parent-in-law, step-parent, grandparent, grandchild, or brother or sister. Immediate family members shall also include other relatives by blood, marriage, or civil union who reside with the employee. With the exception of #4 listed above, an employee cannot use sick time with other paid

time off (vacation or personal time) when taking the entire day off for the regular scheduled workday.

Any employee falsifying sickness in order to take advantage of sick leave shall be subject to discipline up to and including discharge. This shall include following the progressive discipline as set forth in Section 6.3 of the City Personnel Policy Manual for each offense of falsifying sickness when taking sick leave.

Section 4: Upon retirement an employee may use up to the amount of his accumulated sick leave specified below to retire early or receive eight (8) hours' pay for each day of said amount of accumulated sick leave:

Employees Hired Prior to July 1, 2006 – the greater of 60 duty days or the amount of unused accumulated sick leave as of July 1, 2006, not to exceed 100 duty days;

Employees Hired After July 1, 2006 – 60 duty days.

An employee who chooses to receive eight (8) hours' pay for each day of accumulated sick leave may elect to receive a lump sum payment or have the City place an equivalent of the gross lump sum payment in an escrow account, the proceeds of which will be applied by the City toward the cost of the employee's health insurance during retirement.

Section 5: In the case an employee calls in sick but begins to feel better later, or is at a medical visit that gets over early, that employee will be eligible to return to work in overtime situations by calling the supervisor on duty and obtaining permission from the supervisor for non-planned overtime.

ARTICLE 25

PERSONAL TIME

Section 1: Eligible employees, as defined in this Article, shall be allowed three and one-third (3 1/3) hours of personal time 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 personal time.

Personal time 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 workday, any period of absence on any one shift or workday beyond the first eight consecutive hours of that shift or workday, 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 Employer by an employee, whether the absence counts as personal time 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 personal time 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 personal time 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 personal time 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 personal time 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 Employer given prior to December 15, carry forward the balance of unused hours of personal time 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 personal time credit available to the

employee at that time as if he had personal time 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

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 27

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 28

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.

ARTICLE 29

RESIDENTIAL REQUIREMENT

Section 1: As a condition of employment, all employees shall live within twenty-five (25) miles of the City limits of East Peoria.

ARTICLE 30

TERM OF AGREEMENT

Section 1: This Agreement shall be in full force and effect from the date hereof to and including June 30, 2025 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 service upon the other a notice at least sixty (60) days prior to June 30, 2025, or June 30 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 _____, 2023.

CITY OF EAST PEORIA

TEAMSTERS LOCAL UNION NO. 627

By _____
Its Mayor

By _____
Its President

ATTEST:

Its City Clerk

By _____
Its Secretary/Treasurer