

MECHANICAL SYSTEMS MAINTENANCE WORKER AGREEMENT

**THE CITY OF PEORIA, ILLINOIS
AND
UNITED ASSOCIATION
STEAMFITTERS LOCAL UNION 353**

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This Agreement, made and entered into this 22nd day of February, 2019 by and between Steamfitters Local 353 (hereinafter referred to individually and collectively as "the Union") and the City of Peoria (hereinafter "the City"). In order to facilitate collective bargaining and to achieve stability of wage rates and working conditions, the parties' desire this to be a union agreement established for the class of employees referred to as Mechanical Systems Maintenance herein. The parties recognize that the Union retains its status as exclusive representative of the employees for whom it is recognized by the City as bargaining agent.

PREAMBLE

WHEREAS, the City and Union have endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting their relations with one another; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their agreement covering rates of pay, hours of work, and other conditions of employment; and to provide a procedure for the equitable and peaceful resolution of differences;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties do mutually promise and agree as follows:

ARTICLE 1 **RECOGNITION AND STAFFING**

SECTION 1.1- RECOGNITION-The City recognizes the Union as the sole and exclusive collective bargaining representative of the employees in the classification of Mechanical Systems Maintenance Worker which is a unit appropriate for collective bargaining pursuant to the Illinois Public Labor Relations Act.

SECTION 1.2 – STAFFING- The City agrees that in the event an opening in the classification listed above becomes available, the City will first give the Union the opportunity to fill such opening with a qualified candidate. If the Union is unable to furnish a qualified candidate within forty-eight hours following the day in which a written request is received by the Union, the City will be free to fill that position with a qualified applicant of their choosing.

ARTICLE 2 **UNION RIGHTS**

SECTION 2.1 - UNION SECURITY: No employee shall be required to become or remain a member of the Union as a condition of employment or continuation of employment with the City. All employees shall be free to join the Union and, in the exercise of such freedom, neither the Union nor any of its officers will intimidate or coerce employees into joining the Union. In the event federal, state or local law concerning mandatory Union membership is modified or

repealed, the parties agree that they will negotiate in good faith concerning successor language to accommodate the change.

The City agrees to continue to deduct, according to the current practice of the parties, the dues, assessments and initiation fees for the Union upon the receipt of a written and signed voluntary authorization form from any employee. Such money deducted shall be remitted to the official designated by the Union for receipt of such funds in accordance with the current practice. The Union shall advise the City in writing of any change in the amount to be deducted at least fifteen (15) days prior to the effective date of the change. No deduction shall be made which is prohibited by applicable law or which is not affirmatively consented to by the employee.

SECTION 2.2 - UNION INDEMNIFICATION: The Union shall indemnify, defend, and save the City harmless against all claims, demands, suits, or other forms of liability and for all reasonable legal costs that shall rise out of or by reason of action taken or not taken by the City's properly complying with the provisions of this article. The City will promptly notify the Union of all such charges received by the City. The parties shall mutually agree upon legal representation. Should the City make an error in the Union's favor of any deductions, the Union agrees to refund to the City within fifteen (15) days.

SECTION 2.3 - UNION ACCESS: Union business agents shall have reasonable access to the premises and work sites of the City in order to meet with represented employees or to help resolve a dispute or problem. The Union will notify a member of management prior to a work site visit and the visit shall not disturb the work of employee(s) on duty. Notification of management will not be necessary for safety sensitive issues.

SECTION 2.4 - UNION MEETINGS ON PREMISES: The Employer agrees to make available conference and meeting rooms for Union meetings upon prior notification by the designated Union representative, unless to do so would seriously interfere with the operating needs of the Employer, or cause undue inconvenience to the Employer.

SECTION 2.5 - PERSONNEL RECORDS: The Employer and the Union agree to abide by the Employee Access to Personnel Records Act during the term of this Agreement. Nothing in this Section can be the basis of a Grievance under this Agreement, if the same or similar facts are also in dispute or at issue in a pending claim filed by the same employee at the Illinois Department of Labor.

ARTICLE 3

MANAGEMENT RIGHTS

Except as specifically restricted by the express language of this Agreement and Letters of Understanding, the City retains the exclusive right to manage and to direct the work force pursuant to its legal responsibilities in the manner it determines to be in the best interests of its citizens.

SECTION 3.1 - RIGHTS RESIDING WITH MANAGEMENT: Except as amended, changed or modified by the Agreement and side letters, the Employer retains the exclusive right to manage its operations, determine its policies, budget and operations, the manner of exercise of its statutory functions and the direction of its working forces, including, but not limited: the right to hire, evaluate, allocate, and assign employees subject to the seniority provisions of this agreement; to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work; to make and enforce reasonable rules of conduct and regulations (upon prior notice and discussion, if requested by the union); to determine the departments, divisions and sections and work to be performed therein; to introduce new methods of operations and to eliminate work; and to maintain efficiency.

SECTION 3.2 - STATUTORY OBLIGATIONS: Nothing in this Agreement shall be construed to modify, eliminate or detract from the statutory responsibilities and obligations of the Employer except that the exercise of its rights in the furtherance of such statutory obligations shall not be in conflict with the provisions of this Agreement. The parties understand that, in the event there is a direct conflict between a statutory obligation and an explicit provision of this Agreement, the statute will govern.

ARTICLE 4 **NON DISCRIMINATION**

SECTION 4.1 - PROHIBITION AGAINST DISCRIMINATION: Both the Employer and the Union agree not to discriminate against any employee based on the protected class status of race, sex, religion, mental and/or physical disability, or any other form of discrimination prohibited by applicable federal, state, and local laws. The Parties also agree to work cooperatively to provide reasonable accommodations for disabled employees to the extent required by law. This Section 4.1 cannot be the sole basis of a Grievance, but it can be an issue in dispute in a hearing relative to the application of a different section of this agreement. The parties agree that discrimination issues arising under local, state, and federal antidiscrimination laws and ordinances are not arbitrable under this Agreement.

SECTION 4.2 - EQUAL EMPLOYMENT/AFFIRMATIVE ACTION: The parties recognize the City's obligation to comply with Federal and State Equal Employment and Affirmative Action Laws. Upon written request, the Union agrees to provide the City with a copy of its current EEO-3 Local Union report.

SECTION 4.3 - GENDER CLAUSE: The use of the masculine pronoun throughout this Agreement has been adopted by the parties for clerical convenience and shall in all instances include the feminine gender as well as the masculine.

SECTION 4.4 - EMPLOYMENT PRACTICE: Family members shall not be employed in positions which could be considered a conflict of interest, such as positions in supervision or positions with access to confidential information. The head of the department may reassign persons

to avoid such conflicts to the extent permitted by law. For this purpose, a member of a family is defined as a mother, father, brother, sister, husband, wife, civil union partner, son, daughter, mothers and fathers-in-law, son or daughter-in-law, step-children, grandparents, and any person living in the household of a covered employee.

ARTICLE 5

GRIEVANCE

SECTION 5.1 - DEFINITION: A grievance, for purposes of this Article, is a claim that the City has violated this Agreement regarding the interpretation or application of any of the terms of this Agreement affecting employees or the union covered by this Agreement. An individual employee, a group of employees or the Union may institute a grievance. All parties shall make a good faith effort to resolve grievances informally.

SECTION 5.2 - GRIEVANCE PROCEDURE: The following is set forth as an orderly procedure for resolving all grievances:

Oral Discussion: If an individual employee, a group of employees, or the Union shall have a grievance against the City, it shall first be taken up in oral discussion with the supervisor involved, the steward and the aggrieved employee within ten (10) regular working days of the knowledge of an alleged violation. If a group of employees is involved, one (1) employee from that group shall participate in the oral discussion.

The discussion shall take place as soon as practical, and no later than five (5) regular working days from the request for oral discussion, to expedite disposition. The supervisor shall provide his verbal disposition at the conclusion of the discussion if the disposition has been made; and if not provided then, he shall provide his written disposition within the two (2) regular working days following the discussion.

Step 1. In the event that the grievance is not resolved through oral discussion, the aggrieved party through his/her shop steward shall deliver a written statement of the grievance to his/her manager within ten (10) regular working days of the oral discussion response. The grievance shall state the facts, date, cite specific sections of the contract that have been alleged to be violated, and the specific remedy(s) requested. A diligent effort shall be made to adjust the grievance of this step. A First Step grievance meeting shall be scheduled within five (5) regular working days of the manager's receipt of the written grievance. The grievant, shop steward, supervisor involved and the manager shall attend this meeting. The manager shall have ten (10) regular working days to give his or her written answer and a brief explanation of his/her reasons to the shop steward who presented the grievance and the grievant. Grievances not raised within the 10 ten regular working day time limit from date of occurrence will be dropped. Once the grievance has completed Step 1 of the grievance procedure, it cannot be modified beyond this Step in terms of the facts, specific violations and remedy requested unless new or additional material facts are discovered regarding the events of this grievance which were not known at the time of filing of the grievance and are necessary to modify the grievance.

Step 2. If a satisfactory settlement is not reached in Step 1, the grievance shall be appealed by the Union business representative to the Department Head within ten (10) regular working days after receipt of the Step 1 answer. The written grievance shall state the facts involved in the grievance and the contract provisions allegedly violated by the City. A Second Step grievance meeting shall be scheduled within ten (10) regular working days of receipt of the written grievance appeal by the Department Head, subject to the availability of all parties. The Second Step meeting shall be attended by the Union business representative or his designee, the shop steward, the grievant, the Department Head, manager and supervisor involved. The City Labor Relations Manager may also attend this meeting. The Department Head shall give his/her written answer and a brief explanation of his/her reasons to the Union business representative within ten (10) regular working days after the Second Step grievance meeting.

Step 3. If the written grievance as submitted in Step 2 has not been satisfactorily settled, it shall be appealed in writing by the Union's business representative to the Human Resources Director. The writing referring the grievance to the Human Resources Director shall state in what respects the Step 2 answer is inconsistent with this Agreement. Such submission shall be made within ten (10) regular working days after the receipt of the answer in Step 2. A Third Step grievance shall be scheduled within ten (10) regular working days of receipt of the written appeal by the Human Resources Director. A Third Step hearing shall be scheduled within ten (10) working days of receipt of the written appeal by the Human Resources Director, subject to the availability of the parties. The Third Step hearing shall be attended by the Union business representative, the shop steward, the Human Resources Director, the Labor Relations Manager, the Department Head, and the manager. The Human Resources Director shall submit an answer with a brief explanation of his reasons to the Union business representative within ten (10) regular working days after the close of the hearing.

Step 4. If the written grievance has not been satisfactorily settled by the Operation of the grievance procedure as outlines hereinabove, the Union shall have the right, upon notification to the City, in writing, within fifteen (15) regular working days Aer the answer is given in Step 3, to submit the grievance to arbitration. The parties will make a sincere effort to mutually agree upon an arbitrator within five (5) regular working days after the notice is received. If the parties cannot agree upon an arbitrator, the Director of the Federal Mediation and Conciliation Service will be requested to supply a list of seven (7) arbitrators, from which list each party alternately shall strike one name. However, either party may reject the first list submitted in its entirety and request a second list. The Union shall strike first. On alternate arbitration cases when it is necessary to select an arbitrator in this manner, the City shall strike first. The parties shall continue striking names until only one remains on the list and that person shall be the arbitrator. The arbitrator shall be designated to hear the grievance, and his decision shall be final and binding. The arbitrator, however, shall not have the right to change, add to or subtract from the terms and conditions set forth in this Agreement. The fee and expenses of the arbitrator, shall be borne equally by the City and the Union provided, however, the fees and expenses of witnesses including experts, court reporters, cost of the hearing room (if off site), the cost of documentary evidence, and matters of that nature shall in all cases be borne by the party procuring the same if only one party requests that resource.

SECTION 5.3 - INVESTIGATION AND DISCUSSION: The City will cooperate with the Union in the investigation of any grievance provided that grievances when investigated or

discussed during the employees' regular work day will not disturb the employees' work duty and provided the supervisor has granted prior approval for the meeting if it occurs during working time.

SECTION 5.4 - ADVANCED GRIEVANCE STEP FILING: Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure, may be advanced to the appropriate step where the action giving rise to the grievance was initiated by mutual agreement.

SECTION 5.5 - EFFECT OF SETTLEMENTS: A grievance may be withdrawn or settled at any step without creating a precedent.

SECTION 5.6 - PERTINENT WITNESSES AND INFORMATION: In the interest of early settlement of disputes, both parties agree to provide directly applicable documents, and witnesses, reasonably available to them which are pertinent to the grievance under consideration.

SECTION 5.7 - EXCLUSIVITY OF GRIEVANCE PROCEDURE: The procedures set forth in this Article shall be the sole and exclusive procedure for resolving contract disputes. Individuals have legal rights that may coexist with topics within this Agreement. The rights of such individuals are not limited or in any manner abridged by the Operation of this Section except as provided in Article 4, Section 4.1

SECTION 5.8 - TIME LIMITS: In order to further expedite the settlement of grievances, time limitations have been agreed upon. Except with respect to the time limits in the Oral Discussion stage of the grievance procedure, if there is no timely response from either party within time limitations stated in Steps 1, 2, and/or 3, of the grievance procedure (or an agreement upon extension; email is fine) the grievance will progress to the next step in the grievance procedure., Extensions may be granted under the following provisions:

- a. when the representatives of either party are not available, or
- b. when mutually agreed upon in writing by both parties (email is sufficient).

ARTICLE 6

NO STRIKE AND NO LOCKOUT

SECTION 6.1 - NO INTERRUPTION OF SERVICE: The Union and the employees covered by this Agreement recognize and agree that the rendering of services to the community cannot, under any circumstances or conditions, be withheld, interrupted, or discontinued. Therefore, during the term of this Agreement, neither the Union nor its agents nor any employee, for any reason, will authorize, institute, aid, condone, or engage in any slow down, (a concerted effort to systematically delay or diminish services to the City), work stoppage, or strike (including sympathy strike), by bargaining unit employees. During the term of this Agreement, neither the Employer nor its agents for any reason shall authorize, institute, aid, engage in or promote any lockout of employees covered by this Agreement.

SECTION 6.2 - UNION RESPONSIBILITY: In the event of a violation of Section 6.1 of this Article, the Union agrees to notify all bargaining unit members and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at, or return to, work during any interruption which may be caused or initiated by others, and to encourage employees violating Section 6.1 to return to work.

SECTION 6.3 - PENALTY: The Employer may move to discharge or discipline any employee who violates Section 6.1. The Union agrees that the City has the right to deal with any such strike activity by the above measures, including suspension without pay on any, some or all of the employees participating therein, depending on the individual facts of each alleged violation.

SECTION 6.4 - MANAGEMENT RESPONSIBILITY: Nothing contained herein shall preclude the employer from obtaining judicial restraint and damages in the event of a violation of this Article.

SECTION 6.5 - PICKET LINES: It shall not be a violation of this Agreement if an employee refuses to pass through legally established primary picket lines. However, the City and its employees have a responsibility towards assuring both public safety and property protection. If a bona fide emergency exists, an employee will not unreasonably refuse to cross a picket line. The City shall notify the Union of its actions when ordering an employee to cross a picket line in compliance with this Section (email is sufficient).

ARTICLE 7

LABOR MANAGEMENT RELATIONS

SECTION 7.1 - AGREEMENTS: All formal negotiations or bargaining with respect to the terms and conditions of this Agreement shall be conducted by authorized representatives of the Union and authorized representatives of the City. Agreements reached as a result of such negotiations shall become effective only when signed by the authorized representatives of the parties and ratified by the City Council.

SECTION 7.2 - COMMITTEE: There shall be labor/management meetings for the areas of discussion set forth below. Such meetings generally shall be held quarterly, unless mutually agreed otherwise.

The committee shall be composed of up to five (5) bargaining unit representatives and five (5) City management personnel. In addition, the business representatives of each trade union, the Public Works Director and City Labor Relations Manager may also attend. The selection of bargaining unit representatives shall be done by the unions. The selection of management personnel shall be done by the City.

The purpose of the meetings is to deal with matters of general concerns to members of the organization as opposed to individual complaints of employees. Accordingly, the committee will not discuss grievances which are properly the subject of the procedure outlined in Article 5. Areas

of discussion shall include:

1. Disseminate general information of interest to the parties
2. Give representatives an opportunity to express their views, or to make suggestions on subjects of interest to employees of the bargaining unit.
3. Notify the Union of changes in non bargainable conditions of employment contemplated by the Employer, which may affect employees in the bargaining unit.

The Union representatives shall be released from work with pay to attend Labor/Management Committee meetings that are scheduled during their normal hours of work. In no event shall the total lost time pay for union representatives' attendance at these meetings exceed ten (10) hours pay for each meeting. The Union co-chairperson of the committee shall provide the names of the bargaining unit personnel to attend such meeting to the City co-chairperson of the committee at least one (1) work day prior to the meeting.

SECTION 7.3 – MEETINGS - Quarterly meetings will be scheduled at the beginning of the calendar year by the City and the City will provide notice of the schedule to all five (5) bargaining unit representatives and their business representatives. At least one (1) calendar at week prior to the scheduled meeting, all five (5) bargaining unit representatives and/or their business representatives should submit topics for the meeting agenda to the Public Works Director or his designee. In addition, at least one week prior to the scheduled meeting, all five (5) bargaining unit representatives and/or their business representatives should identify who will be attending the meeting on their behalf.

If there are no agenda items proposed by any of the five (5) bargaining unit representatives and/or their business representatives at least one (1) week prior to the scheduled meeting and the City has no agenda items to discuss, all parties will be notified by the Public Works Director or his designee that the meeting is not necessary due to lack of agenda items.

ARTICLE 8

DRUG & ALCOHOL POLICY/FITNESS FOR DUTY

SECTION 8.1 - DRUG AND ALCOHOL FREE WORK PLACE: It is the policy and commitment of the City of Peoria and the named labor union to provide an environment within the work place which is free from prohibited drugs and alcohol in order to protect the employees as well as the health and safety of the public. The City recognizes that alcohol and drug abuse is considered by many to be an illness and encourages its employees to voluntarily utilize the City's employee assistance program before such abuse affects the employee's job performance. It is specifically agreed that no employee shall be disciplined or the subject of adverse employment action for the first instance where the employee notifies the employer that he has a problem with drug or alcohol use, and voluntarily seeks assistance prior to initiation of an investigation of suspected drug or alcohol abuse by the employee or pending discipline. Such employees shall be referred by the managerial employee who is notified to the City's Employee Assistance Program for confidential

counseling and treatment. The managerial employee shall not divulge any information received from the employee who voluntarily seeks the help of the Employee Assistance Program. Such voluntary referral to the Employee Assistance Program, however, does not relieve the employee from the responsibility to adequately perform their job. In addition, voluntary submittal does not eliminate the employee from the requirements to take required drug or alcohol tests as described in Section B below.

Consistent to the requirements of the Federal Drug Free Workplace Act:

1. Any employee who consumes, possesses or distributes alcohol or controlled substance while in the workplace or while conducting City business shall be terminated from the employ of the City.
2. Any employee who fails to notify the City within five (5) days after they are convicted of a criminal drug offense for a violation taking place in the workplace or while conducting City business, will be terminated.
3. Any employee convicted of the manufacture, sale, or distribution of prohibited drugs, regardless of when or where that act takes place, will be terminated from the employ of the City.
4. The City shall endeavor to provide employees and supervisors with a positive program of drug education and to make everyone aware of help that is available for such a problem.

No employee shall be under the influence of alcohol, controlled substances or illegal drugs while at work. No employee shall report to work to perform a safety sensitive function within 4 hours after using alcohol. If an employee is called in for overtime, he/she shall inform the supervisor in charge of the callout if he/she has consumed alcohol within 4 hours prior to the scheduled reporting time, or if he/she is impaired by drugs or alcohol.

No employee shall fail to report to their immediate Supervisor any known adverse side effects of over the counter medication(s) or prescription drugs which the employee is taking, and no employee shall be disciplined or discharged or otherwise prejudiced by reason of such disclosure.

A. Drug and Alcohol Testing: To further achieve the goals of the drug and alcohol policy, the City may require all employees to be subject to drug and alcohol testing prior to employment, for reasonable suspicion, as a part of physical exams otherwise requested or directed by the City, or upon completion of voluntary self-referral to the City's employee assistance program or as follows:

1. As soon as practicable following an accident involving a City vehicle or equipment where the accident involved loss of human life, an injury requiring medical treatment, where there is damage to City property reasonably believed to be in excess of \$1,000 and/or when the Operator was issued a citation for a moving violation, the employee shall be tested for alcohol and controlled substances.

Alcohol tests must be performed within 8 hours following the incident and controlled substance tests within 32 hours following the incident. The employee shall remain readily available for such testing or may be deemed by the City to have refused to submit to testing. The employee shall not consume alcohol or controlled substances until the test occurs or the time expires.

2. Random testing - The City shall annually random test for alcohol 25% of the average number of employees. The City shall also annually random test for controlled substances 50% of the average number of employees.

It being the desire of the parties to protect the safety of the public and other employees, and to safeguard the rights of individual employees, the parties agree that drug and alcohol testing shall be conducted as follows:

1. The City may order individual employees to submit to breath, blood or urine tests to determine the presence of alcohol and/or drugs where the City has a reasonable suspicion to believe the individual employee is then under the influence of alcohol or controlled substances. The City shall set forth in writing to the employee within 24 hours after the order to submit to the testing is given, the objective basis for such reasonable suspicion, including all objective facts and reasonable observations and conclusions drawn from those facts;
2. Employees ordered to submit to drug and alcohol tests shall promptly comply with the order. Refusal to submit to such tests demanded after a determination by the City that reasonable suspicion exists to suspect that an employee is under the influence of alcohol or illicit drugs, shall be grounds for immediate discharge. The City shall present each employee, prior to issuing the order to test, this Agreement and the policy of the City concerning drug and alcohol abuse;
3. The City agrees that its testing procedure for the presence of drugs or alcohol shall conform to the following:
 - (i) Use only a SAMHSA certified licensed clinical laboratory to test body fluids or materials for alcohol or drugs (illicit substance), and only a breath testing device and Operator currently certified by the Department of Transportation;
 - (ii) Establish a chain of custody procedure for both sample collection and testing that will insure the integrity of and identity of each sample and test result;
 - (iii) Collect a sufficient sample of the same body fluid of material to permit for an initial screening, a confirmatory test and a sufficient amount to be set aside and reserved for later testing if requested by the employee;

(iv) Collect all samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Proper procedures and testing shall be conducted to prevent the submission of a false or adulterated sample;

(v) Confirm any body fluid sample that tests positive in the initial screening for alcohol or drugs (illicit substance) by use of gas chromatography, with mass spectrometry or an equivalent scientifically accurate and accepted method that provides quantitative data about the detected alcohol or drug metabolites;

(vi) Provide the employee tested with an opportunity to have an additional portion of the same sample tested by a licensed testing facility of his or her own choosing;

(vii) Require that the clinical laboratory report to the physician who ordered the test, positive results only in the case where both the initial and confirmatory test results of body fluid are positive as to the same sample;

(viii) The Medical Review Officer (MRO) shall provide each employee with the report of the results of each drug or alcohol test that includes the types of tests conducted, the results of each test, the detection level used by the laboratory, and other information provided to the MRO by the laboratory;

(ix) Insure that all positive samples are maintained for a period of not less than one hundred twenty (120) days to permit additional testing at the election of the employee or union.

(x) Body fluid specimen samples shall be sealed in front of the person providing the sample, labeled and checked against the identity of the employee to ensure the results match the tested specimen. Samples shall be stored in a secured and refrigerated atmosphere until testing or delivery to the testing lab representative.

(xi) If an alcohol test reveals that there is a concentration of alcohol in the employee's blood stream (blood alcohol concentration shall mean either grams of alcohol per 100 milliliters of blood or grains of alcohol per 210 liters of breath), of .04 or more the employee will automatically be deemed "under the influence" of alcohol within the meaning of this Policy, and therefore, shall be subject to discipline under this Policy.

(xii) If an alcohol test reveals that there is a concentration less than those specified above, there is no presumption that the employee is "under the influence", but the City may discipline the employee (subject to the grievance procedure) under this policy in the presence of other indicia that the employee is under the influence. If a breath test under this Section 8.1 reveals an alcohol concentration higher than those specified above, the employee may promptly secure a blood test, which, if it contradicts the breath test result, will be paid for by the City. The testing or processing

phase for body fluids shall consist of a two-step procedure:

- a. Initial screening test
- b. Confirmation test

(xiii) The body fluid sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending." Notification of test results to the City shall be held until the confirmation test results are obtained.

(xiv) A body fluid specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.

(xv) Personnel utilized for testing will be certified as qualified to collect samples or adequately trained in collection procedures.

(xvi) Concentrations of a drug at or above the levels established by SAMHSA for screening tests shall be considered a positive test result when using the initial immunoassay drug screening test. At the present time, these levels are:

INITIAL TEST

Level	Nanogram/Milliliter (hereafter referred to as (ng/ml)
Marijuana metabolite.	50
Cocaine metabolite	300
Opiate metabolites	2000*
Phencyclidine	25
Amphetamines	1000

* A test for 6-Acetylmorphine will be conducted when the specimen's morphine concentration exceeds 2000 ng/ml.

Concentration of a drug at or above the levels established by SAMHSA for confirmatory tests shall be considered a positive test result when performing a confirmatory Gas Chromatography/Mass Spectrophotometry test on a urine specimen that tested positive using a technologically different initial screening method. At the present time, these levels are:

CONFIRMATORY TEST	Level (ng/ml)
Marijuana metabolite.	15*
Cocaine metabolite	150*
Opiate	2000*
Phencyclidine	25
Amphetamines:	
Amphetamines	500
Methamphetamine	500***

* Delta 9 tetrahydrocannabinol 9 carboxylic acid

**Benzoylcegonine

***Specimen must also contain amphetamine at a concentration greater than or equal to 200 ng/ml.

- (xvii) The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain of custody, technical expertise and demonstrate proficiency in urinalysis.
- (xviii) Employees having a negative drug test result shall, upon written request, receive a memorandum stating that no illegal drugs were found. If the employee requests such, a copy of the letter will be placed in the employee's personnel file. Any initial drug test wherein the level of purported drugs is reported below that specified within the scale set forth under "INITIAL TEST" shall be considered a negative drug test by the City and no action whatsoever shall be taken against said employee under this policy. This shall not preclude the City from disciplining an employee for a correlative disciplinary offense which would otherwise subject the employee to discipline.
- (xix) Each step in the collecting and processing of the drug testing shall be documented to establish procedural integrity and the chain of custody.
- (xx) Where a positive result is confirmed, specimens shall be maintained in secured, refrigerated storage for at least a period of one hundred twenty (120) days.
- (xxi) All records pertaining to City required drug tests shall remain confidential, and shall not be provided to other employers or agencies without written permission of the person whose records are sought.
- (xxii) The drug tests obtained pursuant to this policy shall be confidential in nature, shall be solely for employment purposes and shall not be utilized in any civil or criminal proceeding (unless required to be released pursuant to court order).

(xxiii) If an employee is required to leave work to take a drug/alcohol test, the City will pay the employee for time lost from scheduled work for that day.

(xxiv) For random drug tests the following additional conditions shall apply:

a. The City will contract with an independent third party to provide random selection services through use of employee social security numbers. The City shall determine how many dates the random testing shall occur on, and the actual dates shall be selected by a random number generator.

b. To maintain the security of the selection system, the contractor shall deal exclusively with the Deputy Director of Operations and Maintenance, or in his/her absence, the Director of Operations and Maintenance, for purposes of notifying the City of testing dates and individuals selected, verifying and updating the Pool and supplemental selection of employees, if necessary. The Director or Deputy Director may oversee another employee, who has been trained in the applicable procedures, in the performance of the actual duties outlined in this section.

c. When the City contact person is notified by the contractor of the employees to be tested, he/she shall promptly require them to report to a designated collection site to provide specimens of breath and/or urine as required by the selection.

d. Any employee selected who is on authorized time off which was applied for and approved prior to notice to the City of the date of the test shall be required to report to the collection site on his/her first day back from pre-approved leave. Any employee who requests leave of any type after the City has been notified on the testing date shall be required to report to the collection site on the shift he/she would otherwise have been required to report unless he/she is excused by Deputy Director of Operations & Maintenance for good cause shown. Any employee so excused shall be required to report to the collection site on his/her first day back to work.

e. When an employee is selected in the random process, he/she shall promptly report to the appropriate collection site upon the direction of his/her supervisor. For purposes of drug testing, he/she shall provide specimens of urine sufficient to allow for "split sample" collection and processing of the specimens. For purposes of alcohol testing, he/she shall supply a breath sample sufficient for a breath alcohol test. All breath alcohol testing shall be performed by a DOT certified operator employed by an independent third party which either operates or is affiliated with the NIDA certified laboratory selected for drug testing. All breath tests shall be performed on a DOT certified breath analysis machine. In the event that the initial breath test shows a result of .02 or greater, a second test shall be performed. Only if the second test shows a result of .04 or greater shall it be considered a positive result.

4. Except as provided herein, the parties agree that there shall be no random, periodic or mass testing of employees for alcohol or drugs.
5. The City agrees to maintain all records concerning drug or alcohol problems of its employee in the utmost confidence, releasing such information only upon written authorization of the affected employee or to other management personnel on an as needed basis, or upon proper court order.

B. Discipline/Rehabilitation: The parties agree that the decision as to whether an employee will be disciplined and/or referred for treatment and rehabilitation shall be based upon the employee's length of service, the nature and extent of the problem and all other relevant factors on a case by case basis. Violation of any of the provisions of this Policy may be considered "just cause" for discipline. If, as a result of the investigation and/or completion of a positive alcohol or drug test, just cause is present, discipline may be imposed, but no more harshly than as follows (NOTE: Discipline shall be subject to the grievance procedure under the collective bargaining agreement)

SECTION 8.2 - PHYSICAL & MENTAL FITNESS: It shall be the responsibility of each employee to maintain the standards of physical and mental fitness required for performing his essential job functions (either with or without a reasonable accommodation if disabled). Whenever the Employer has a verifiable just cause to suspect that the physical or mental condition of an employee is endangering his own health or the safety of fellow workers; or when the employee appears unable to perform the essential functions of the job, the employee may be requested by the Director or Deputy Director of Operations & Maintenance to submit to an examination by a physician without expense to the employee which shall only be for the purpose of determining his physical and mental condition relative to City employment.

Employees shall have the right to secure similar testing at their own expense from psychiatrists, psychologists or physicians of their own choosing. The employer and the employees shall only utilize the services of qualified, certified medical doctors, psychiatrists or psychologists. Where there is disagreement between physicians regarding an employee being medically released to return to work, a third physical specialized in the field of medicine involved shall be selected jointly by the disputing physicians. The decision of the third physician shall be final and binding. The cost of the third physician shall be borne by the City.

SECTION 8.3 - POLYGRAPH TEST: No employee shall be required to take a polygraph examination as a condition of retaining employment with the Employer nor shall they be subject to discipline for the refusal to take such.

SECTION 8.4 - EMPLOYEE ASSISTANCE PROGRAM: The City agrees to provide an Employee Assistance Program to assist employees who are experiencing personal problems which the employee believes may be affecting his job performance. This program is available to all employees and their immediate family. Except as provided otherwise in this Agreement, employee participation in the Employee Assistance Program shall be voluntary, confidential, and not used for or considered in matters relating to performance evaluations, discipline or promotions. Participation in the program shall not be used as an excuse for his/her poor job performance.

ARTICLE 9

SENIORITY

SECTION 9.1 - DEFINITION OF SENIORITY: City seniority shall mean the continuous, full time employment with the employer beginning with the latest date of hire with the employer and shall include layoffs and other periods of absence authorized by and consistent with this Agreement. To accommodate earlier definitions of seniority for older employees, it is further agreed that persons employed as of the effective date of this Agreement shall retain City seniority dates as presently held. City seniority is to be used to determine the amount of fringe benefits earned.

Each member of the labor union covered by the Agreement shall have a seniority date that measures the length of continuous employment with the City while performing the work assigned to the union. Such seniority date is subject to Section 9.3 below. Union seniority may be used for the purpose of shift assignments, job bidding, selection of time off, selection of vacation times and for lay off/recall unless otherwise provided for in this Agreement. Where more than one (1) person is hired as a regular full time employee on the same date and any of those employee(s) hired was/were a temporary employee, seniority shall be determined first by the initial date of hire as a temporary employee and then by drawing numbers out of a hat with a union steward present. In the event two or more temporary employees are being hired as full time employees and those temporary employees have the same hire date as a temporary employee, determination of seniority as a full time employee shall be determined by drawing numbers out of a hat as provided above.

SECTION 9.2 - TERMINATION OF SENIORITY: Seniority and the employment relationship shall be terminated when an employee:

- a. Quits, resigns or retires;
- b. Is discharged (unless reversed by grievance procedure);
- c. Is absent without leave for three (3) consecutive working days without notifying the City except where failure to notify is due to documented circumstances beyond the control of employee
- d. Is laid off for a period of time which exceeds two years or is laid off and fails to notify the City of his intent to report for work within seven (7) working days and will report within fourteen (14) days after having been recalled by certified letter to last known address Provided advance notice is given to the City during the seven (7) day period referenced above, the Parties agree to extend the fourteen (14) day period for a reasonable period of time due to unanticipated documented circumstances. Failure to notify or to return to work as provided above will not result in the loss of seniority where there is documentation of unanticipated reasonable circumstances beyond the control of the employee.

SECTION 9.3 - TRIAL EMPLOYMENT: When an employee accepts City employment outside of the work covered by this Agreement and returns within six (6) months, their Union seniority shall be deemed continuous. If they return after the end of six (6) months, their Union seniority shall start at the time they return to the Union position.

SECTION 9.4 - SENIORITY LIST: The City shall maintain and keep current a roster of the employees showing the applicable employment seniority for each employee. This roster shall be provided annually to the Union, upon request (email is sufficient).

ARTICLE 10

PROBATIONARY PERIODS

SECTION 10.1 - PROBATION PERIOD: All newly appointed employees will serve an original probation period of six (6) months. Temporary and/or part time employees do not serve, nor ever complete a probation period while in that status. However, any temporary or part-time employee will serve a probation period of six (6) months upon being hired as a regular employee (this period shall be reduced to three (3) months for temporary employees who have performed bargaining unit work a combined total of six months as a temporary employee before being made a regular employee.)

SECTION 10.2 - ORIGINAL PROBATION: At least twice during the probationary period (at two (2) months and at four (4) months), the supervisor shall give each probationary employee a written and oral evaluation of his work. Should a new employee's performance be judged unsatisfactory, the employee may be terminated. The decision of the City to retain or dismiss the employee shall be final and binding on all parties. This notification is to be made within two (2) weeks of the end of the probationary period.

The City may adjust the probationary period by the length of time equal to the length of any authorized leave of absence, period of light duty assignment or other approved breaks in service taken by the employee during the probationary period. If the cumulative break in service and/or period of light duty assignment during probation is more than two (2) months, the City may require the entire probationary period be restarted.

SECTION 10.3 - PROMOTIONAL PROBATION: The rules regarding evaluations for original probationers also apply to promotion. Should an employee, who was promoted from another classification within the same bargaining unit, not complete his probationary period, he shall be reinstated to his former position from which he was promoted.

ARTICLE 11

LAYOFF AND RECALL

SECTION 11.1 - NOTICE: Subject to the following, it is understood and agreed that the City retains the exclusive right to determine appropriate staffing levels and reserves the right to contract out work it deems necessary:

A. If the employer adjusts staffing levels downward (during the month of December), it shall notify the Union twenty 20 days prior to the intended effective date of the planned layoff. For the remainder of the year, a thirty (30) day notification period shall apply. The employer and Union will promptly meet to discuss alternatives and/or exceptions to Section 11.2. If alternatives to lay off are not found, employees to be laid off will be notified ten (10) working days prior to the effective date of the layoff.

B. Where contracting out would result in the layoff of existing bargaining unit employees, the City will notify the Union at least 60 days before such contracting and will offer the Union an opportunity to meet and discuss the matter before the date of any existing bargaining unit employee is laid off as a direct result of such contracting out. Such good faith bargaining may include, among other items, the relative economic costs and the effects of such action upon existing bargaining unit employees who may be laid off as a result of such contracting. The grievance and arbitration procedures set forth in this Agreement may be implemented should the parties fail to reach agreement during bargaining.

C. The length of notice or the duty to bargain contained in paragraphs A and B, do not apply to periods of declared emergency (natural and/or manmade disasters) situations.

SECTION 11.2- PROCEDURE FOR LAYOFF/RECALL: The exact procedure for layoff/recall is different for each labor organization and is covered by Letters of Understanding or side agreements.

ARTICLE 12

EMPLOYEE DISCIPLINE

We believe that the purpose of the Collective Bargaining Agreement is to provide for an orderly collective bargaining relationship between the City and the Union, to encourage and improve efficiency and productivity, and to prevent work interruptions from interfering with the operations of the City. One area that plays a role in accomplishing this purpose is employee discipline.

In the interest of enhancing employee discipline, the Parties wish to adopt a new employee-discipline system. This new system, described in detail below, places a premium on correcting employee behavior through counseling. It also separates Minor Offenses from Major Offenses and places them on separate discipline tracks. The new disciplinary system seeks to balance the employees' need for certainty in how the City will administer discipline with the City's need to retain its broad authority under Article 3, Management Rights, to manage its workers.

1. Therefore, in consideration of the above, the Parties agree that the Changes adopted here will last through the term of the current Collective Bargaining Agreement, which ends on November 30, 2018

The City shall use the principles of progressive and corrective discipline to improve employee behavior and/or performance. However, when the severity of an infraction is great, discipline outside the normal progression, up to and including dismissal, may be considered an

appropriate remedy. It should be recognized that when using the principle of progressive discipline, all aspects of performance are taken into consideration. Individual infractions standing alone, may not warrant action beyond the first level, but when viewed cumulatively with other warnings, more extreme action may be appropriate. The City will not reprimand, relieve from duty, suspend, discharge, or discipline a non-probationary employee without just cause. If the City has reason to reprimand an employee, said reprimand shall be done in a manner that will not embarrass the employee before other employees or the public.

Minor and Major Offenses: The City and Union recognize that not all offenses are the same in terms of their seriousness and their effect on the safety and efficiency of the work environment. In light of this recognition, the Parties draw a distinction between Minor Offenses and Major Offenses. The Parties will treat each type differently as described in Sections 12.3 and 12.4 below.

Minor Offenses: Minor Offenses are those that are not Major Offenses, which are described in Section 12.4. There are two categories of Minor Offenses: 1) Preventable Vehicle Operation Accidents and Injuries; and 2) All Other Violations.

- a. Counseling: The Parties recognize that the purpose of progressive and corrective discipline is twofold. First, its purpose is to change an employee's behavior so that the behavior conforms to the needs of a safe and efficient workplace. Second, its purpose is to demonstrate the importance of following workplace rules by imposing progressively harsher discipline when an employee repeatedly violates rules.

To accomplish these dual goals, the City will implement counseling before starting an employee on the discipline track. The purpose of the counseling is to identify and correct employee behavior in a positive, non-threatening environment. Counseling is separate and distinct from discipline.

For Category 1 Minor Offenses, each employee shall receive one counseling session before the City places him or her onto the discipline track described below,

For Category 2 Minor Offenses, each employee shall receive one (1) counseling sessions before the City places him or her onto the discipline track described below.

For both Category 1 and 2 Offenses, if an employee receives a one-day suspension, the Parties shall schedule a counseling session to discuss the employee's behavior and performance issues. The purpose of this session is to find a solution to the problem to avoid the need for future discipline.

The City shall make a written record of the counseling session and shall furnish the employee and the Union with a copy of such record.

The Union agree that the City's issuance of verbal counseling shall not be a grievable action.

- b. Category 1 -- Preventable Vehicle Operation Accidents and Injuries: A

Preventable Vehicle Operation Accident or Injury is an occurrence involving City vehicles or equipment that the offending employee could have avoided had he exercised due care in performing his work responsibilities. Counseling and discipline shall progress as follows:

1st offense--	Written Warning
2nd offense--	1 to 3 day Suspension
3rd offense--	4 day Suspension or more
4th offense--	Subject to Discharge

* As described above, the Parties shall schedule a counseling session when this discipline level occurs.

- c. Category 2 -- All Other Violations: This Category includes All Other Violations, which are any work rule violation that does not rise to the level of a Major Offense, All Other Violations include Personnel Policy and Personal Protective Equipment violations and any other Minor Offense the City has just cause to discipline for, Counseling and discipline shall progress as follows:

1st offense--	Written Warning
2nd offense--	1 to 3 day Suspension
3rd offense--	4 day Suspension or more
4th offense--	Subject to Discharge

* As described above, the Parties shall schedule a counseling session when this discipline level occurs

Major Offenses: There is one category of major offenses.

- d. Major Offense: This type of offense is the more serious of the two categories and an employee will be subject to suspension as well as possible discharge for even one offense. The following is a list of Major Offenses:

- (i) Willful destruction of City property;
- (ii) Fighting on the job;
- (iii) Possessing a weapon while on duty;

- (iv) Theft while on duty;
- (v) Making physical threats to any other person while on duty; and
- (vi) Gross insubordination;
- (vii) Unauthorized person in vehicle;
- (viii) Refusal to follow a direct and reasonable order from supervision;
- (ix) Recklessness resulting in serious accident while on duty;
- (x) Engagement in racial or other unlawful discrimination or harassment as defined in Title VII and/or City policy; and
- (xi) Any other employee action that the City determines, in its sole discretion, to rise to the level of a Major Offense. Examples of additional Major Offenses may include, but are not limited to the following: falsifying official documents; drinking while on duty; buying or selling illegal substances while on duty; theft of City property or property of another; having sex while on duty; indecent exposure while on duty; sleeping while on duty; distributing pornography while on duty; or bringing the City into disrepute. The City must have just cause to impose discipline under this subpart. The purpose of this subpart is to retain the City's discretion under Article 3, Management Rights.

e. Pre-discipline Meeting: Before the City discharges or disciplines an employee for these Major Offenses, there shall be a pre-disciplinary meeting between the City, the employee, and the Union. At this meeting, the City will document the reason or reasons for the contemplated disciplinary action and disclose the names of witnesses and copies of relevant documents. The employee and the Union may present rebuttal evidence. After this meeting, the City will inform the employee and the Union in writing the discipline it gives the employee and the reasons for such discipline. If the employee and the Union wish to grieve the discipline decision, the grievance will proceed pursuant to the grievance procedure outlined in Article 5 of the Collective Bargaining Agreement.

Personnel Department Records: The City shall retain counseling and disciplinary records of its employees as described below.

f. Minor Offenses: Each offense has a corresponding period where counseling and discipline will remain on an employee's record. Because the counseling and disciplinary track for minor offenses escalate in seriousness with each new offense, the City will base record retention on each new offense. Thus, each counseling session or disciplinary action—including lower level offenses—shall remain on an employee's record until he or she is offense-free for the retention time period of his most recent offense. Once the employee goes without an offense for the entire corresponding duration, his entire record is removed and he starts back at the beginning of the disciplinary track.

Minor Offenses: Each Minor Offense shall have the following time periods:

Counseling--	1 year
Written warning--	1 year
1 day suspension--	2 years
3 day suspension--	2 years
More than 3 day suspension	3 years

g. Major Offenses: Major Offenses shall remain on the employee's record indefinitely.

Progressive Discipline By Category: Discipline for Minor Offense Categories 1 and 2 are on separate tracks and thus an offense in one category will not be used to advance discipline in the other category

The Union recognize that Minor Offense Category 2 is a broad category of offenses. It includes offenses that vary in nature. Nonetheless, each Category 2 offense, regardless of nature, will advance an employee's discipline level within Category 2. For instance, a Personal Protective Equipment violation and a Personnel Policy violation will not advance along separate tiers in the Category 2 disciplinary track. Both types of offenses will advance the employee on the same Category 2 disciplinary track,

The City will not use Major Offenses to advance discipline in either Minor Offense category.

The City is free to use past Major Offenses, in determining discipline for a subsequent Major Offense.

Notification: If the City imposes disciplinary action or counsels an employee per Section 12.3.A, it shall furnish the employee and the Union a copy of any reports.

12.8 Right to Representation: Employees shall have the right to Union representation at all meetings with the City where the Employees reasonably fear that disciplinary action may result. No suspension or dismissal will occur without a prior offer to the employee to provide Union representation. If the Union Steward or a Business Manager is unavailable, the employee may select another employee from the unit to act as a witness.

Employer and Union Agreement: Nothing in Article 12 precludes or prohibits the City and the Union from agreeing to resolve disciplinary matters on a case-by-case basis without setting precedent or establishing a past practice.

ARTICLE 13

RESIDENCY REQUIREMENT

SECTION 13.1 – RESIDENCY: Employees shall establish and maintain their principal place of domicile in the City within 30 days of the end of their probationary period or one (1) year whichever is greater. At the conclusion of five (5) full years of active service and of Peoria City limits residence, they may establish and maintain their principal place of domicile within the City of Peoria or outside the City within a twenty (20) mile radius of Peoria City Hall.

On the effective date of this Agreement a current employee with less than five full years of Peoria City limits residence or a new employee hired on or after July 1, 2009 may elect to waive the Peoria City limits residence requirement by agreeing to forfeit 2% of his annual base salary for the time that remains on such Peoria City limits residence requirement. An employee who makes such election must complete a Waiver of Residency form at Human Resources prior to establishing the principal place of domicile outside the Peoria City limits. A probationary employee who elects to not establish Peoria City limits residency shall begin the five full year salary reduction period upon completion of the Waiver of Residency form.

An employee's unauthorized residency outside the city or county or twenty mile (20) radius from City Hall in violation of the applicable residency requirements established above shall be grounds for immediate dismissal. For the purpose of this Article, an employee's place of residency shall be considered to be his principal place of domicile.

The need to establish residency within the probationary period may cause an extreme hardship on individuals. In such cases, the Department Head may grant extensions of the time limit, not exceeding one year.

ARTICLE 14

HOLIDAYS

SECTION 14.1 - HOLIDAYS: The following are paid holidays for employees and will be observed on these dates:

New Year's Day
Dr. MLK Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

If a holiday falls on a Saturday, it will be observed on Friday, and if the holiday falls on Sunday, it will be observed on Monday.

SECTION 14.2 - HOLIDAY BENEFITS ELIGIBILITY: To be eligible for holiday benefits, an employee must work his FULL last regularly scheduled day before and his FULL first regularly scheduled day after the holiday, unless he is on an approved leave of absence or using otherwise approved paid time off benefits.

SECTION 14.3 - TIME OFF/COMPENSATION: All regular full time employees shall be allowed off work, without loss of pay, for each named holiday listed in 14.1. If an employee is required to work on the holiday, they will either receive an additional day of extra compensation or scheduled for a different day off work without loss of pay. The employee who works a holiday, and wishes to have a different day off work, may select any day to observe the holiday, subject only to the employer's normal scheduling rules. Except for the special pay rules for those on standby, all work on a holiday is paid at a rate of time and one half.

ARTICLE 15

PERSONAL DAYS

SECTION 15.1 - PERSONAL TIME CREDIT: Effective January 1st of each year, employees will be credited with either 32 or 40 hours, based on start dates, to be used for personal reasons.

In the first calendar year of employment, no credits will be granted. On January 1st of the first, second, third and fourth full year of employment, the employee will be granted 32 hours of personal time for use in the year. Each year beginning with the fifth full year of service, employees will be granted 40 hours of personal time for use during the year.

SECTION 15.2 - USE OF PERSONAL TIME: The use of time off in observance of a personal day is subject to the reasonable scheduling needs of the department. Except in emergencies or a lack of work situation, employees shall request the use of personal time off in advance of the day to be observed. If not properly requested, personal pay shall be denied. Personal time, if not used in the year credited may be carried over to the next year only if the employee schedules and uses it in the first quarter of the next year, and if not used, then it will be lost and no extra compensation paid.

ARTICLE 16

VACATIONS

SECTION 16.1 - ACCRUALS: Full time employees shall accrue vacation leave for use in the following calendar year, according to this schedule:

YEARS OF SERVICE		40 HOUR/WEEK EMPLOYEES
thru the	5th year	6.67 hrs/mth
beginning	6th year	7.34 hrs/mth
beginning	7th year	8.00 hrs/mth
beginning	8th year	8.67 hrs/mth

beginning	9th year	9.34 hrs/mth
beginning	10th year	10.00 hrs/mth
beginning	11th year	10.67 hrs/mth
beginning	12th year	11.34 hrs/mth
beginning	13th year	12.00 hrs/mth
beginning	14th year	12.67 hrs/mth
beginning	15th year	13.34 hrs/mth

If an employee begins service prior to the 15th of the month, he will be given vacation credit for the full month. Those new employees who have not earned vacation credit entitling them to two weeks of vacation may be allowed two weeks, but they will be compensated only for the vacation credit earned in accordance with the provisions of this Article.

Employees shall accrue vacation leave on a monthly basis. They shall not accrue vacation leave, however, in any month in which they are absent for the entire calendar month without leave, on a leave of absence without pay.

SECTION 16.2 - VACATION SCHEDULING: Normally, all vacation leave shall be requested and approved in advance of the desired date. Current practice pertaining to scheduling of vacations shall remain in effect during the term of this agreement.

SECTION 16.3 - SEPARATION: Employees who resign, retire, or are otherwise permanently separated from the service of the City, shall receive payment for all of their accumulated vacation leave hours upon their separation from employment with the City. In the event of an employee's death, this payment shall go to the employee's beneficiaries.

The amount of this payment for these accumulated vacation leave hours shall be calculated based upon the employee's rate of pay in effect for his regular position on the last day of his employment.

SECTION 16.4 - CARRY OVER: Vacation must be taken the year following its accrual. No carry-over of vacation shall occur except for the following reason

1. The carry-over of accruals of 40 hours or less to the following year's entitlement shall be automatic.
2. If vacation time has been approved and later denied for emergency reasons, the employee may elect to carry vacation over to the following year.
3. If an employee is receiving worker compensation, or is off work due to an extended illness, and not expected to be released to return to work soon enough to take their earned vacation, that employee may elect to carry over such vacation into the following year. However, such employee must schedule his vacation in the first part of the New Year, and will be granted a period of time to do so which is equal to the time away from work in the preceding year.

SECTION 16.5 - ADVANCE CHECK: Requests to receive advance paychecks for

vacation purposes must be approved by the employee's Department Head and must be submitted to the City thirty (30) days prior to the pay day on which the check is requested.

ARTICLE 17

DISABILITY BENEFIT

SECTION 17.1 - ACCRUAL: Full time employees shall accrue sick leave on a basis of 6.67 hours per month. They shall not accrue sick leave, however, for any full month of absence due to a leave without pay, or suspension. They shall accrue sick leave, however, during the first six (6) months when an employee is off the job due to an on the job injury, and will begin again when the employee returns to work.

Employees shall be allowed to accumulate sick leave, without limit, for use as sick leave.

SECTION 17.2 - USE: Employees shall be allowed sick leave when they are suffering from a non-work related illness, injury, disability, or appointments with doctors, dentists or other medical practitioners. An employee may also use sick leave for absences necessitated by illness, injury, death or exposure to contagious disease by a member of his immediate family.

Immediate family is defined as parents, spouse, children, grandchildren, grandparents, brothers and sisters, and in laws. The term "in-laws" is defined as the parents, brothers and sisters, and children of the current spouse of the employee, and the son-in-law and daughter-in-law of the employee. Presence of the employee must be actually and immediately required for bona fide serious circumstances or emergencies as reasonably determined by the City and absence from duty shall not exceed the period of actual need. Sick leave, disability leave, and injury leave are not to be taken concurrently; only one of the three types may be taken at any one time.

SECTION 17.3 - ELIGIBILITY FOR PAY: In order to get sick leave with pay, each employee covered by this agreement agrees to (1) report promptly to the department or division head or his designee the reason for the absence; (2) to keep the department or division head informed of the condition; (3) to use sick leave only for sickness, injury or disability of the employee or his family as stated above.

SECTION 17.4 - CERTIFICATION: If the City has reasonable grounds to believe sick leave is being abused, it may at its discretion, require any employee requesting paid sick leave to furnish substantiating evidence or a statement from their attending physician certifying that absence from work was required due to medical reasons. Any employee who is sick three (3) consecutive work days, shall be required to secure and submit a physician's release certifying that he is fit to return to work if requested. This release must be submitted to the employee's department head upon return to work.

The City shall have the right, at its discretion, to verify the report of employees or the attending physician concerning the illness or disability of an employee, and to require the employee to be examined, at the City's expense, by a physician selected by the City to determine the nature and extent of the illness or disability.

SECTION 17.5 - ABUSE OR EXCESSIVE USE OF SICK LEAVE: It is understood that

the abuse of sick leave shall constitute just cause for progressive disciplinary action, up to and including discharge. In this regard, it is both the responsibility as well as the intent of the City to take such corrective action.

Sick leave will not be granted to an employee for the purpose of being compensated for employment elsewhere. Employees who engage in employment elsewhere during such leaves will be terminated by the City.

SECTION 17.6 - ELIGIBILITY FOR ANNUAL GOOD ATTENDANCE INCENTIVE:

A. Effective January 1, 2010, a non-probationary employee hired after December 31, 1999 shall be eligible for good attendance incentive payments based upon the number of sick leave hours that the employee used during the previous calendar year. In addition, an employee hired before January 1, 2000 shall be eligible to opt into the annual incentive plan as described in Paragraph B of this Section.

An employee whose sick leave usage qualifies them shall receive attendance incentive payments into their RHS Account based upon the number of sick leave hours used during the previous calendar year. Payments shall be made according to the following schedule:

Sick leave hours used in previous Good Attendance Incentive:

calendar year:	
0 - 8 hours used	40 Hours Paid
8.01 - 16 hours used	32 Hours Paid
16.01 -24 hours used	24 Hours Paid
24.01 - 32 hours used	16 Hours Paid
32.01 or more hours used	0 Hours paid

In addition to the above payments made into the employee's RHS account, any sick leave hours accrued during the calendar year which are unused or not paid into the employee's RHS Account shall be added to the employee's accrued sick leave bank up to the limits prescribed in Section 17.6A (Good Attendance Career Buy Back Plan).

Sick Leave donated in accordance with Section 17.7 shall not be considered as "sick leave hours used" by the employee donating such leave in the determination of the employee's appropriate Good Attendance Incentive. The hours in the donating employee's sick leave balance must equal or exceed the Good Attendance Incentive in order for payment to be made.

B. All employees hired before January 1, 2000 shall have the Option to remain under the existing Career Buyout Plan in Section 17.7, or to opt into the Annual Good Attendance Incentive Plan. Such employee who opts into the Annual Good Attendance Plan shall receive the annual incentive payments for which he is eligible and shall be eligible for the Good Attendance Career incentive described in Section 17.8. Such Option into the Annual Good Attendance Incentive Plan or determination to remain in the existing Career Buyout Plan shall be irrevocable.

An employee who does not opt into the Annual Good Attendance Incentive Plan shall receive the Career incentive payments described in Section 17.7.

SECTION 17.7 - PAYMENT FOR UNUSED SICK LEAVE: Employees who complete probation and are separated for any reason will be compensated for unused sick leave upon separation on the following basis:

1. For employees who retire, retire on disability pension or resign after vesting in the pension plan on or before December 31, 2009, seventy-five percent (75%) of their sick leave pay out accumulation may be left with the City, to the extent permitted by law, in a non-taxable fund to be used for the payment of their retiree health insurance premiums or taken in cash at the option of the employee. The remaining twenty-five percent (25%) shall be left with the City, to the extent permitted by law, in a non-taxable fund to be used for the payment of retiree insurance premiums should the employee choose to continue coverage. If the employee irrevocably elects to drop out of the plan, they may take all of their sick leave payment upon separation as provided for in paragraph 3. An employee may choose to set aside more than twenty-five percent (25%) for the health insurance premiums at their election. In the event of the death of a retired employee, the spouse shall be given the same options.

Effective January 1, 2010 the Option to leave sick leave pay with the City in a non-taxable fund for the payment of retiree health insurance premiums shall be discontinued. Unused sick leave pay shall be made in accordance with paragraph 3 of this Section and Section 17.8, whichever is applicable.

2. For employees who are not retiring, retiring on disability or who have not vested in a pension plan at the time of separation, and who did not elect the Good Attendance Career Buyback/Good Attendance Incentive Plan when first eligible, their payment for unused sick leave shall be as provided for in paragraph 3.
3. Payments as provided for below will be made upon the actual sick leave balance up to the employee's maximum pay out accumulation and shall be paid on the following basis:

1 -25 days 20%	51- 75 days 60%
26- 50 days 40%	76 and up 80%

The amount of payment for unused sick leave for employees hired prior to 4/1/80 will be computed at the above percentage at their final salary. Payment for employees hired after 4/1/80 will be computed as a percentage of average career salary.

Maximum payout accumulations shall be made for: all hours over 960 hours shall be compensated at sixty (60%) and paid by the Employer to the employee's REIS account

4. If legislation is enacted eliminating the obligation of retired employees to pay health insurance premiums, any retired employee or spouse of a deceased retired employee who has a balance remaining in the plan shall have the Option of receiving that balance in cash

or leaving it in the plan to pay other health care costs.

SECTION 17.8 - GOOD ATTENDANCE CAREER BUYBACK PLAN:

Employees covered by or participating in this Plan may accumulate up to 607 hours for buy back purposes. Payment for unused sick leave hours up to the maximum allowed shall be made on the following schedule:

1-125 hours	20%
126-255 hours	40%
256-380 hours	60%
381-607 hours	80%

All hours accumulated by an employee over 607 hours shall be compensated at sixty (60%) and paid by the Employer into the employee's REIS account.

An employee hired before January 1, 2000 who has more than 607 hours unused sick leave on January 1, 2010 and who opts for the Annual Good Attendance Incentive Plan shall have the option to select the Career Buy Back Plan in Section 17.7 or the Good Attendance Career Buyback Plan. Such Option shall be irrevocable.

SECTION 17.9 - SICK LEAVE DONATION: An employee may donate sick leave to another employee who has exhausted all paid vacation, personal and sick leave and is in documented need of sick leave due to a serious health condition as defined by the Family and Medical Leave Act (FMLA) of 1993. The paid leave time will be valued at the donating employee's current rate of pay, and will then be converted to the appropriate amount of time based on the donee's current hourly rate of pay (i.e. one hour for one hour).

An employee who has exhausted all paid leave may request donated sick leave at any time for a documented period of sick leave. However, donated sick leave will not be retroactive and will only be applicable from the date of the request or the date that paid leave was exhausted, whichever occurs later, and must be made prior to the employee's return to work from sick leave. In the event that an employee is medically unable to request donated sick leave, such request may be made in the employee's behalf by a coworker or a member of the employee's immediate family.

Donated sick leave for an employee will be applied and deducted on a rotating basis from the accrued sick leave balances of donors. A donor may rescind his donated sick leave authorization at any time prior to its deduction from his accrued sick leave balance.

Donated Sick Leave Time shall be permitted up to twelve (12) months after the employee has exhausted all of his paid leave.

Sick Leave shall not be donated to another employee who is off work due to work-related injury or illness.

ARTICLE 18

OTHER PAID LEAVE

SECTION 18.1 - JURY DUTY: City employees who have been called for jury duty will be paid their regular wages during the term of their service on the jury. To be eligible for pay, the employee must give the City advance notice of their intended absence. If a person misses work as a result of jury service, they must turn over to the City Treasurer all monies received from the court.

SECTION 18.2 - DUTY INJURY LEAVE: Duty Injury Leave With Pay: Employees who are off work, due to a work related illness, injury or disability shall be allowed a paid duty injury leave at full pay of up to 3 calendar days per year. At the conclusion of this 3 day leave period, they shall be eligible to receive workers compensation pay, in the manner and to the extent such is provided and required by applicable law.

It is the responsibility of all employees requesting paid duty injury leave to properly notify or cause notification to be made to their supervisor as soon as is reasonably possible, and to complete or cause to be completed any required duty injury and/or accident report forms.

It is understood and agreed by the City and the Union that the duty injury leave period shall not commence until the start of the next regularly scheduled work day immediately following the work day during which the duty related injury occurred. Furthermore, and in this same regard, when employees who suffer duty related injuries are authorized to leave work because of such injuries, they shall nonetheless, receive their regular pay and benefits for that full work day.

Duty Injury Leave Certification and Approval: All employees requesting a paid duty injury leave shall be required to obtain and submit a statement from a physician confirming the nature and extent of their work connected illness, injury, or disability, certifying that their absence from work is required because of the illness, injury, or disability, and indicating whether or not and to what extent they could return to work on at least a limited duty basis.

The City shall have the right, at its discretion, to verify the report of the attending physician concerning the work connected illness, injury or disability of an employee, and to require the employee to be examined, at the City's expense, by a physician selected by the City to determine the nature and extent of the illness, injury or disability.

The decision of the City and benefits concerning workers compensation may be appealed by the employee in accordance with applicable law.

Furthermore, if either this physician or the employee's physician certifies that the employee is capable of working on at least a limited duty basis, then the City shall have the right to require that the employee return to work on a limited duty basis provided the work connected illness or injury is of a temporary nature and there is reasonable expectation of a release to full duty within 120 calendar days. Light duty assignment for such work connected illness or injury may not exceed 120 calendar days. Regular employees shall not be displaced due to light duty assignments.

SECTION 18.3 - MILITARY LEAVE: Military leave shall be granted in accordance with applicable law. An employee who is a member of a reserve unit will be granted leave with pay, not to exceed two weeks in any one calendar year, for annual training sessions, provided that reasonable notice is given.

Military earnings for the two week period must be submitted and assigned to the Employer. If military pay exceeds the employee's earnings for the period, the Employer shall return the difference to the employee.

The City will provide the applicable compensation for annual training, basic training and up to sixty (60) calendar days of advanced or special training as required under 5 ILCS 325, Military Leave of Absence Act.

SECTION 18.4 - BEREAVEMENT LEAVE: All permanent full time regular employees shall be eligible for up to three days paid bereavement leave in the event of a death of a member of the employee's immediate family. Immediate family is defined as parents, spouse/civil union partner children, grandchildren, grandparents, brothers and sisters, and in laws as defined in Section 17.2. If additional time off is needed, the employee's department head may approve the employee's use of accrued vacation and/or personal leave. Upon request, the employee will provide substantiating documentation of the need for the leave.

SECTION 18.5 - BENEFITS WHILE ON PAID LEAVE: All benefits will accrue while an employee is on a leave with pay.

SECTION 18.6 - FAMILY MEDICAL LEAVE ACT: The City and the Union agree to work together to comply with all Federal regulations governing Family and Medical Leave. Eligible employees will be entitled to twelve weeks of Family and Medical Leave per twelve month period for covered reasons. All aspects of the leave will be governed by the Federal Regulations unless mutually agreed otherwise.

For purposes of administration, the year period shall be a rolling twelve month period. All time taken by an employee shall be counted towards the required twelve weeks of Family and Medical Leave if it is for one of the covered areas. Employees shall be required to use all accrued leave time prior to going on unpaid status. Benefits shall not accrue for any time the employee is on unpaid status.

ARTICLE 19

UNPAID LEAVES

SECTION 19.1 - LEAVE OF ABSENCE: The City Manager may, at his discretion, grant a leave of absence, not to exceed three (3) months, to any bargaining unit employee for good and sufficient reason. No benefits will accrue for any month the employee is off work all month on an unpaid leave and the employee must pay the appropriate health plan contribution rate for each month they perform no work.

SECTION 19.2 - WORKERS' COMPENSATION PAY: Upon the expiration of the maximum duty injury leave period, employees shall be eligible to receive workers compensation pay, in the manner and to the extent such is provided and required by applicable law. The terms, conditions, procedures and requirements set forth concerning "Duty Injury Leave Certification and Approval", and "Duty Injury Leave Release", shall also apply with respect to requests and claims for workers compensation pay. Paid time off while on workers compensation leave shall accrue for the first six (6) months only. Persons returning from workers compensation leave will be returned to their former position.

ARTICLE 20

HOURS OF WORK

SECTION 20.1 - GENERAL PROVISIONS: A normal work day for full time employees shall consist of eight (8) hours per day for employees normally scheduled to work five (5) days per week; and ten (10) consecutive hours per day for employees scheduled to work four (4) days per week. Work days shall be scheduled consecutively and the standard work week shall be forty (40) hours per week.

SECTION 20.2 - OVERTIME: Employees shall work extra hours when authorized and directed. Extra hours on a job shall continue to be allocated according to the practice of the union. A change in the allocation system for overtime is to be by mutual consent. All employees required to work overtime shall receive pay at the rate of time and one half. Overtime is defined as hours worked in excess of the normal work day or the standard work week, as defined in Section 20.1.

All employees are eligible for overtime on a callout, unless they utilized sick leave on their last scheduled workday. Any employee ineligible due to sick leave usage, shall not be eligible for overtime until they have reported back to work on their next scheduled work shift.

Overtime which is scheduled during the workday, for the following day, shall be offered to those employees presently at work provided they are scheduled to and do work the entire work shift. If additional employees are needed for overtime, they will be called in using the eligibility requirements for an overtime callout.

SECTION 20.3 – HOURS OF WORK-

A. The day shift shall run Monday through Friday, starting at 7:00 AM and ending at 3:30 PM. These days and hours may be changed, with the concurrence of the Business Representative/Field Representative and/or the employee concurs with the change. Any leave shall be paid only when an employee calls 30 minutes prior to the start of his/her shift.

B. If a thirty (30) minute lunch period is taken, the lunch period shall start when the equipment or personnel leave the job and end when the employee returns to the job. The total time away from the job site shall not be in excess of thirty (30) minutes. The lunch period may be assigned with no overtime pay between the hours of 11:00 a.m. and 1:00 p.m.

c. All hourly employees who are required to work overtime shall be paid at the rate of time and one-half.

SECTION 20.4 – STANDBY AND CALL OUT- There are Steamfitter standby responsibilities for building HVACR and building automation systems. Bargaining unit employees, who are required to standby for a one week period, will receive standby pay for the 7-day period they are required to be on standby. Standby duties and pay will be rotated between Local #353 bargaining unit employees qualified to do the work. Standby hours are not to be confused with overtime. The seven (7) day standby will start and end on Friday morning at 7:00 AM. If in the event the Steamfitter Mechanical Systems Technician will not be available for standby on a given day(s), or for scheduled vacation, the employee will be required to inform his supervisor prior to the end of the shift so that other arrangements can be made by the City in the event of an emergency.

The person on standby must be able to be contacted at all times during the week they are required to be on standby, except as noted in the previous paragraph. The person on standby shall be required to take a City vehicle home, and use the City vehicle shall be restricted to City business. At all times the employee will ensure that the vehicle is locked and secure.

An employee will not be required to perform standby during periods of scheduled vacation times. The senior Steamfitter will provide to the City contact names, and phone numbers of competent contractor vendors for the City to utilize in the event of an emergency during his absence.

If an employee has been called out and is required to perform work between 12:00 midnight and 4:00 AM, the employee may request that up to the total of those hours worked in that period be utilized to report to work late for the next regular shift. Notice of such request must be received by the employee's supervisor prior to the start of the 7:00 AM shift, and must be due to the call out. An employee shall be paid for time absent due to such late reporting.

Standby pay will be included in the wages on which pension is calculated. **Effective December 1, 2016** the additional rate of pay for each week of standby/callout is **\$200.00**; A call out shall be a two (2) hour minimum at the applicable overtime rate. All additional hours worked beyond the first two (2) hours of work performed on call-out shall be paid at the applicable rate.

SECTION 20.5 - CALL BACK PAY: Any employees contacted outside his/her normal work shift to be called into work shall be paid at the overtime rate for a minimum of two (2) hours. This provision shall not be implemented when overtime is scheduled on their regular work shift or is consecutive with their regular work shift.

SECTION 20.6 - STANDBY: Bargaining unit employees who are required to standby for a one week period, will receive standby pay according to the current practice of the parties for the 7 day period they are required to be on standby. Standby duties and pay shall be rotated weekly among bargaining unit employees qualified to do the work. Standby hours are not to be confused with overtime.

SECTION 20.7 - PYRAMIDING OF HOURS: There shall be no pyramiding or duplicating of overtime provisions. Hours compensated under one overtime provision shall be excluded from any other overtime provision. When two or more provisions requiring the compensation of overtime rates are applicable, the single provision most favorable to the employees shall apply.

SECTION 20.8 - SCHEDULING PRACTICES: Existing scheduling practices with respect to the length of the normal work week, starting and quitting times, lunch periods, days off, shifts,

and overtime distribution shall continue during the term of this Agreement. Any change in the current scheduling practices and starting times will only be done by mutual agreement.

ARTICLE 21

INSURANCE

SECTION 21.1 - HEALTH INSURANCE: The subject of health insurance has been deferred to the City of Peoria Joint Labor/Management Healthcare Committee by separate agreement.

ARTICLE 22

HEALTH & SAFETY

SECTION 22.1 - TREATMENT COSTS: Employees injured or exposed to illness and other health related hazards during their work hours and the performance of their duty shall be provided with all necessary medical treatment as per the Illinois Worker Compensation Act.

SECTION 22.2 - NOTICE OF EXPOSURE: The City shall notify all employees immediately upon discovery that they may have been exposed to a contagious disease, illness or health related hazard during their hours of work and the performance of their duties. The City shall take appropriate counter measures for the protection of employees and their families in such cases.

If an employee is exposed to blood or other potentially infectious materials, the employee shall adhere to the City's current policy on Blood borne Pathogen Exposure.

SECTION 22.3 - JOINT LABOR — MANAGEMENT HEALTH & SAFETY COMMITTEE: The City agrees to maintain a Joint Labor-Management Health & Safety Committee. The committee shall be composed of up to three (3) representatives of management and up to three (3) representatives of the Union. The Risk/Safety Manager may also participate on the committee in a non-voting status. The Union safety representatives will be selected by the Unions covered under this agreement. There will be management chairperson and a labor chairperson of the committee.

The committee's specific objectives shall be:

- a. To assist workers and the City to identify, record, examine, evaluate and resolve safety and health concerns in the workplace.
- b. To develop practical procedures and conditions to help achieve the highest possible degree of safety and health in the work place, and
- c. To promote education and training programs to develop detailed knowledge of safety and health concerns and responsibilities in each individual in the work place.

ARTICLE 23

LIFE INSURANCE

SECTION 23.1 - GROUP TERM LIFE INSURANCE COVERAGE: During the term of this Agreement, the City shall provide each full time employee with a paid Five Thousand Dollar (\$5,000) group term life insurance policy which has an additional \$5,000 accidental death and dismemberment clause. Effective January 1, 2003, the amount of group term life insurance provided shall be increased to \$10,000 per Full-time employee.

SECTION 23.2 - RIGHT TO SELECT CARRIERS: The City reserves the right, at its sole discretion, to select the insurance company through which such group term life insurance policy is to be issued, and to change this insurance carrier. In this same regard, the City also reserves the right, at its sole discretion, to provide such group term life insurance benefits through its own self insurance program.

When the City's group term life insurance benefit is provided through an insurance company, the benefit shall be subject to the provisions of the policy between the City and the insurance carrier.

ARTICLE 24

MISCELLANEOUS PROVISIONS

SECTION 24.1 - DRIVER'S LICENSE: All employee classifications covered by this Agreement requires the ability to drive legally, therefore, appropriate driver's license are required and employees shall be required to obtain, maintain, and periodically prove they still possess the license required for this type of work. Should an employee surrender his license as bail, or in any manner have the license suspended or revoked, he must immediately inform the Employer. The Employer is under no obligation to provide work for a person who is not legally eligible to drive, but will attempt to provide work on a short term basis if such work is available. Said employee's failure to inform the City of a surrendered, suspended or revoked license may result in disciplinary action, up to and including termination.

- a. City will pay for those existing employees who need to obtain a CDL-A during the term of this CBA only (all new employees pay for their own as they will have it upon hire or within 6 months.)
- b. Renewal costs: One-time expense to City (employee pays for re-testing):
 - (i) City will pay one time Renewal costs to maximum expense of \$60/ per employee for 2016
 - (ii) If state actually increases cost of this benefit during the term of this CBA, City will pay actual increase up to a total expense of \$125/employee.

c. ENDORSEMENTS:

- (i) City will pay 5\$ per employee (per each rolling 4 year period) for employee to obtain all required endorsements. (Note: This will cover the entire cost if taken in one day) If re-testing is required beyond this one-time expense, employee pays for re-testing.
- (ii) If State actually increases cost of this benefit during term of this CBA, City will pay actual increase up to a total expense of \$45/employee; employees will be expected to take all the tests in one day to minimize costs involved.

SECTION 24.2 - SERVICE OF NOTICES: Notices hereunder shall be deemed to have been adequately given if served by registered mail upon the persons named below at the address indicated, unless otherwise notified in writing:

NOTICE TO THE UNION SHALL BE ADDRESSED TO:

Evan Wooding
Steamfitters Local 353
6304 W. Development Drive
Peoria, IL 61604

NOTICE TO THE CITY SHALL BE ADDRESSED TO:

Mary Ann Stalcup
Director of Human Resources
City of Peoria
419 Fulton St. Room 402
Peoria, IL 61602

SECTION 24.3 - RULES AND REGULATIONS: Nothing in this Agreement shall be deemed to restrict the right of the Employer to establish reasonable rules and regulations governing the conduct of employees and the performance of their duties, provided such rules and regulations are not inconsistent with the terms of this Agreement. Employees shall abide by such rules and regulations. The Employer agrees to provide all employees with individual copies of all rules and regulations, orders and other memoranda establishing requirements for the employees in the performance of their duties, keeping the same current and up to date. The City will furnish the Union a copy of changes in the aforementioned rules, regulations, orders and memoranda 7 days in advance of the publication and advise them of the intended implementation date. All changes are subject to grievance procedure.

SECTION 24.4 - PERSONAL USE OF CITY PROPERTY: The unauthorized use of City property is prohibited (i.e. use of City computer for personal gain or profit, or hand tools for use at home, or City vehicles).

SECTION 24.5 - TELEPHONE: All employees are required, as a condition of employment, to obtain and maintain an operating telephone.

SECTION 24.6 - PAYROLL DEDUCTIONS: If the employee so desires, the payroll division may make certain deductions from his check. Among these are savings and payments to the credit union, United Way contributions, employee clubs, union dues and assessments and programs, insurance, and additional withholding tax. All deductions must be requested in writing, dated, and signed by the employee.

SECTION 24.7 - DISTRIBUTION OF AGREEMENT: The City agrees to distribute copies of the Agreement to all bargaining unit employees (email is sufficient).

SECTION 24.8 - PARKING: The Employer shall provide an area for free parking at Dries Lane and the Fire Garage. The parking area shall be located in an area where safety and security hazards have been minimized to the level inherent for the area of the place of employment.

SECTION 24.9 - CAFETERIA PLAN: The Section 125 Qualifying Cafeteria Plan that was adopted in January 1994 (under Section 125 of the Internal Revenue Code) for employees represented by the union shall remain available. Contributions to the Plan may be used by the employees to pay toward their portion of health insurance premiums, qualifying medical expenses and qualifying child care expense

ARTICLE 25

CLOTHING & EQUIPMENT

SECTION 25.1 - CLOTHING ALLOWANCE: During the term of this Agreement, the Employer shall continue to provide all clothing and safety equipment articles according to the current practice of the parties. Changes to the current practice are subject to individual union side agreements. The city shall pay one check per year to each covered employee in the amount of \$400.00 to be applied to clothing, safety shoes and inclement weather gear starting December 1, 2018 and continuing every December 1st the agreement is in force.

SECTION 25.2 – PERSONAL TOOLS AND EQUIPMENT: During the term of this Agreement, the Employer shall continue to provide the necessary tools for the employee to perform his/her job. If the employee uses or provides personal tools or equipment and the tools become broken or due to use on the job are no longer functional, the City will replace the employee's specialty tools and equipment.

ARTICLE 26

PERFORMANCE EVALUATIONS

SECTION 26.1 - INFORMAL CONFERENCES: The Union and the Employer encourages periodic informal evaluation conferences between the employees and his supervisor to discuss work performance, job satisfaction, work related problems and the work environment. If work performance problems are identified, the supervisor may offer constructive suggestions and shall attempt to aid the employee in resolving the problem upon request.

SECTION 26.2 - WRITTEN EVALUATIONS: The Employer shall prepare annual evaluations on employees generally within two (2) months after their anniversary date.

Except where present practice provides otherwise, written evaluations shall be prepared by the employee's supervisor who is outside the bargaining unit and who either has first hand knowledge of the employee's work or has discussed and received recommendations from someone who does. The evaluation shall be limited to the employee's performance of the duties assigned and factors related thereto. The evaluation shall be discussed with the employee, and the employee, if he requests, shall be given a copy immediately after completion and shall sign the evaluation as recognition of having read it. If the employee is not satisfied with the results of the review, the employee may submit a rebuttal which will be attached to and filed with the review.

ARTICLE 27

SALARY AND LONGEVITY

SECTION 27.1 - RATES OF PAY: Employees are hourly and are paid in accordance with the following pay schedule:

- A. Effective December 1, 2018, the rate of pay shall be increased 1.25 %.
- B. Effective December 1, 2019, the rate of pay shall be increased 1.50 %.
- C. Effective December 1, 2020, the rate of pay shall be increased 1.75 %.
- D. Effective December 1, 2021, the rate of pay shall be increased 2.00%

SECTION 27.2 - PAY PERIOD/PAY DATES: The pay periods and pay dates shall be published annually by the Personnel Department, and will be paid bi weekly.

SECTION 27.3 - RETIREMENT HEALTH SAVINGS PLAN: The City of Peoria agreed to establish a Retirement Health Savings (RHS) Plan for the employees covered by this Agreement effective during the term of this Agreement. Contributions to individual employee RHS accounts shall be made in accordance with the terms of this Agreement, and as authorized by the Internal Revenue Code. The Employer's participation in the "Plan" shall be in accordance with the terms and conditions of the Plan's participation agreement. The Parties hereto designated ICMA-RC to serve as the administrator of the Plan, or its successors appointed in accordance with the Plan and Trust documents.

Effective January 1, 2010 the City agreed to provide for a City contribution of \$10.00 per pay period to each employee's RHS Plan account for each active eligible employee.

ARTICLE 28

SPECIAL PAY

SECTION 28.1 - TUITION REIMBURSEMENT: Beginning with the 1989 Fall semester, the City of Peoria sponsored a tuition reimbursement program. Persons assigned to the Union will

be eligible to participate in the program in accordance with the rules therein described.

28.2 – Specialty Training: When classes are mutually agreed to by the employee and the city, the employee shall attend at least one class, annually, of factory authorized training or manufacturers training, related to the scope of Mechanical Systems Maintenance worker, to better serve the needs of the city. This will be done at no cost to the employee and will not result in lost wages.

ARTICLE 29

TEMPORARY VACANCIES AND EMPLOYMENT

SECTION 29.1 - TEMPORARY VACANCIES: When filling temporary vacancies, the City shall first contact the Union Business Agent and fill the vacancy by mutually agreed procedures. Workers hired from the hall for temporary work are not assured a 40 hour week, and will not receive holiday pay, sick leave or other fringe benefits that regular City employees receive. When temporary employees are hired from the Union Hall, they shall be paid the outside scale with fringe benefits. If the outside scale with fringe benefits changes during the temporary employee's period of employment with the City, the appropriate adjustment will be made.

SECTION 29.2 - IMRF ELIGIBLE TEMPORARY EMPLOYEES: Temporary employees who work for the City more than one thousand (1000) hours in a twelve (12) month period shall be enrolled in the Illinois Municipal Retirement Fund (IMRF). The employee shall have the statutorily required employee contribution (currently 4.5% of hourly pay/salary) deducted from his hourly pay/salary on a tax deferred basis. The statutorily required employer contribution of the City (currently 13.71% of the hourly pay/salary) for this pension shall be deducted from its pension, annuity, other funds or hourly wage contribution in the outside scale agreement.

ARTICLE 30

SAVINGS

SECTION 30.1 - SAVINGS CLAUSE: If any provision of this Agreement is declared by legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable laws, statutes and regulations of the United States of America and the State of Illinois, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to negotiate in good faith on a substitute provision.

ARTICLE 31

WAIVER

SECTION 31.1 - WAIVER: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportune to make demands and proposals with respect to any subject or matter within the areas of collective bargaining as defined in PA 83 1012 and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

With the exception of the following paragraph, the Employer agrees that during the period of this Agreement, it shall not unilaterally change any bona fide past practices and policies with

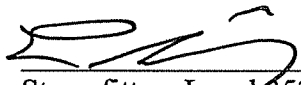
respect to salaries, hours, conditions of employment, and fringe benefits enjoyed by members of the bargaining units without prior consultation and negotiations with the Union. Where past practice conflicts with the express terms of the contract, the contract shall prevail. In order to qualify as a bona fide past practice, such practice must be (1) unequivocal, (2) clearly enunciated and acted upon, and (3) readily ascertainable over a reasonable period of time as a fixed and established practice accepted by both parties.

ARTICLE 32
TERMINATION

This Agreement shall be effective as of the day of this Agreement and shall remain in effect through November 30, 2018. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify or terminate this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations.

In witness hereof, the parties hereto signify their acceptance on the dates indicated below:

For the Union

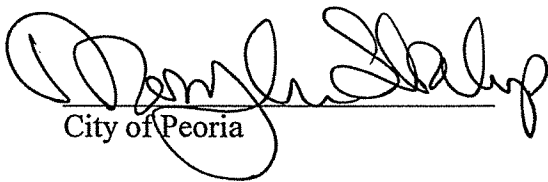


Steamfitters Local 353

4-2-19

Date

For the City:



City of Peoria

4/2/2019

Date

Appendix A

STEAMFITTERS LOCAL 353 STEAMFITTERS

<u>Service Date</u>	<u>Job Title</u>	<u>12/1/2018</u>	<u>12/1/2019</u>	<u>12/1/2020</u>	<u>12/1/2021</u>
After May 31, 2001	Mechanical Systems Maintenance Worker	\$38.11	\$38.68	\$39.36	\$40.15

