

COLLECTIVE BARGAINING AGREEMENT

by and between

THE CITY OF DANVILLE, ILLINOIS

and

THE INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS

GENERAL TEAMSTERS LOCAL 26

*(DANVILLE MASS TRANSIT UNIT)*

Duration: July 1, 2017 through June 30, 2021

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**AGREEMENT**

THIS AGREEMENT is made and entered into as of September 18, 2018 by and between the CITY OF DANVILLE, Illinois (the "CITY") and THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, GENERAL TEAMSTERS LOCAL 26 (the "UNION"),

**WITNESSETH**

WHEREAS, the CITY has voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees who are within the provisions of this Agreement, insofar as such practices and procedures are appropriate to the functions and obligations of the CITY to retain the right to operate Danville Mass Transit effectively in a responsible and efficient manner, and

WHEREAS, the CITY recognizes the UNION as the bargaining unit for the classification of employees hereinafter set forth, and

WHEREAS it is the intent and purpose of the parties to set forth herein their entire agreement covering wages, hours and certain terms and conditions of employment and to provide for the prompt and fair settlement of grievances without any undue interruption of or other interference with the operations of the CITY'S services to the public.

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

**ARTICLE 1: RECOGNITION**

For the purpose of establishing wages, hours and other conditions of employment, the CITY recognizes the UNION as the exclusive bargaining agent for the Bargaining Unit. The Bargaining Unit shall consist of and include the following: all full-time and part-time employees of the City of Danville Public Transportation Department (DMT) with the titles of driver, extra-board driver, mechanic, mechanic helper, and utility worker. Excluded from the Bargaining Unit shall be the following: guards, supervisors, and all other positions employed by the CITY.

In the following paragraphs, where a distinction is not made between full time and extra board drivers, all meanings will refer to all drivers.

**ARTICLE 2: FINAL APPROVAL**

At the time the respective negotiating parties reach tentative agreement as to a new contract, they shall submit said contract in writing to their members or officials, as the case may be, for ratification.

### ARTICLE 3: DUES

The CITY shall deduct dues, assessments and initiation fees each pay period from the pay of all members of the Bargaining Unit who have furnished the CITY with a written request authorizing such deductions. The Dues Check-Off Authorization Form to be completed by each employee so authorizing such check-off is attached hereto as Appendix B. The amounts to be deducted shall be compared with the UNION'S itemized statement and the CITY'S payroll summary. The CITY designee and the UNION Secretary/Treasurer shall conduct such comparison. The aggregate deductions of all employees shall be remitted by the CITY to the UNION Secretary /Treasurer after such deductions are made. The itemized statement and the payroll summary shall include a list of employees by name from whom dues deductions were made. The CITY shall make available to the UNION in writing the names and hire dates of all new drivers, mechanics and utility workers.

### ARTICLE 4: UNION SECURITY

**Section 1.:** - Employees covered by this Agreement who are not members of the UNION or do not make application for membership within thirty (30) days of attaining a position included in the bargaining unit, shall be required to pay, in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours, terms and conditions of employment, but in no event shall such costs include any political contributions that may be made by the UNION. Should any employee covered by this Agreement be unable to pay such fair share fee based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount as is equal to the fair share fee shall be deducted from such employee's check and paid to a charitable organization mutually agreed upon by the UNION and such employee. Such fair share fee shall not exceed the amount of uniform monthly dues required of members of the UNION, and shall be deducted and forwarded to the UNION on the same basis and intervals as dues as so provided in Article 3 hereof. The UNION hereby agrees to comply with all applicable laws governing the rights of employees required to pay any fair share fee. Any disputes or complaints concerning the deduction of any fair share fee or the amount thereof shall be administered through the procedures established by the Illinois State Labor Relations Board.

**Section 2:** Supervisory employees shall not be assigned hourly rate work, except in the following situations:

A. Emergencies arising from unforeseen circumstances which necessitate immediate action by management to avoid an interruption of service. In such cases, management shall replace supervisory personnel with UNION employees as soon as it is practicably possible;

B. In the instruction and training of all employees, to include the demonstration of proper methods of accomplishing assigned tasks.

**Section 3:** The conditions of employment incorporated into this agreement shall not be unilaterally reduced.

**Section 4:** The UNION shall indemnify the CITY and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action properly taken by the CITY at the request of the UNION in accordance with Article 3 or Article 4 of this Agreement.

#### **ARTICLE 5: GRIEVANCE**

**Section 1:** A grievance is a dispute or difference of opinion raised by an employee, or by a group of employees with respect to a single and common issue, who is or are covered by this Agreement, against the CITY involving as to him/her or them the meaning, interpretation or application of the express provisions of this Agreement.

**Section 2:** The parties recognize that it is important that grievances be processed and resolved as rapidly as possible, therefore, the number of days indicated at each step of the grievance procedure below should be considered the maximum, and every effort should be made to expedite the process. The time limit specified may be extended by mutual agreement as evidenced by a waiver in writing signed by an authorized representative of the CITY and the UNION. Time limits set forth herein shall not include Saturdays, Sundays or Holidays.

**Section 3:** The following steps comprise the grievance procedure:

Step 1: Any employee or employees covered by this Agreement who has or have a grievance shall submit it to the department head or other person who is designated for that purpose by the CITY; provided, that said grievance shall set forth in writing all relevant facts and dates, the provisions of this Agreement allegedly violated, and the requested remedy, and it shall be signed and dated by both the aggrieved employee or employees and the appropriate Steward on the Grievance Form. Such grievance shall be submitted within six (6) working days of the occurrence giving rise to the grievance, or within six (6) working days of the time the employee should reasonably have known of the occurrence, whichever is later. The department head, or other designated representative, shall discuss the grievance within six: (6) working days with no

more than two (2) UNION representatives at a time mutually agreeable to both parties. The department head, or other designated representative, shall give his/her written answer within six (6) working days after such discussion.

Step 2: If the grievance is not settled in Step 1, and the UNION desires to appeal, it shall be referred by the UNION in writing to the Mayor, or his/her designated representative, on the same form submitted in Step 1, within six (6) working days after the CITY'S answer in Step 1, and it shall be signed and dated by the UNION'S representative. A meeting between the Mayor, and/or his/her representative, and no more than two (2) UNION representatives shall be held at a time mutually agreeable to the parties within six (6) working days after receipt of the grievance by the Mayor or his/her designated representative. The Mayor or his/her representative shall give the CITY'S written answer to the UNION within ten (10) working days following the meeting.

Step 3: If a grievance is not resolved after Step 2, the Parties may agree to mediate the grievance. The Parties shall attempt to agree on mediation within ten (10) working days of the CITY'S answer in Step 2. If the Parties agree to mediate the grievance, the Parties will use a mediator from FMCS. Each Party will bear its own costs in preparing for and engaging in the mediation process.

#### **ARTICLE 6: GRIEVANCE ARBITRATION**

**Section 1:** If the parties are unable to reach a settlement of the grievance using the procedures outlined in Article 5, either party may submit the grievance to arbitration by a demand for arbitration to the other party within ten (10) working days after a failure to resolve the grievance in Step 3 of the grievance procedure. Only grievances that have been filed in writing and processed in this manner and within the time limit set forth in Article 5 and this Article shall be subject to arbitration.

**Section 2:** After a demand for arbitration has been made, the party requesting arbitration shall apply to the Federal Mediation and Conciliation Service for a list of seven (7) qualified arbitrators. The parties shall confer within seven (7) days of the receipt of the arbitration list for the purpose of striking names from the list. The parties shall strike from the list alternately and the moving party shall strike first. The arbitrator remaining after each party has three (3) strikes shall be named the arbitrator for the grievance.

**Section 3:** Unless both parties agree on a different procedure, only one (1) issue may be submitted to the arbitrator in any one hearing.

**Section 4:** The arbitrator shall not have any authority to add to, subtract from, amend, modify, ignore or nullify any of the terms of this Agreement. The scope of the arbitrator's authority shall be limited to conducting the hearing, examining the witnesses of each party, considering the evidence and briefs, if any, and interpreting the language of the Agreement for the sole purpose of determining whether a specified provision thereof has been breached with respect to disputes qualifying under Article 5 or in the case of discharges whether such discharges were for just cause.

**Section 5:** The cost of arbitration, including the cost of the court reporter and transcript where requested by the arbitrator shall be borne equally by both parties, except that each party shall pay the full cost of its own

attorneys, witnesses and investigation. UNION representatives and officials shall not be paid for time spent participating in arbitration.

**Section 6:** The decision of the arbitrator shall be in writing and served upon the CITY and the UNION within thirty (30) days of receipt of each party's brief. The arbitrator's decision shall be final and binding.

#### **ARTICLE 7: POSTING AND BIDDING RUNS; SPLIT RUNS**

**Section 1:** The right to select runs shall be granted to full time drivers at least four (4) times per year, and runs selected shall not be for more than a three (3) month period.

**Section 2:** All full time drivers shall have an opportunity to bid on posted runs, and their day off, in the order of their full time driver seniority. If two (2) or more persons have identical full time driver seniority, the run shall be assigned on the basis of a flip of a coin. The CITY is the sole determinant of the number of employees to be off on any day.

**Section 3:** Because of the nature of this operation, it may be necessary to make some adjustments in runs, times, or personnel. If necessary to make such changes, the UNION and employees shall be notified as far in advance as possible prior to the change.

**Section 4:** In the event of an emergency due to termination or resignation, extra board drivers may be temporarily assigned to runs without prior posting. However, an emergency created by a vacancy due to termination or resignation may be an emergency for up to five (5) working days, after which it shall be posted and bid upon. However, if a termination is appealed and at its resolution the extra board employee who has been moved up is required to move back, he/ she shall do so without continuing benefits attained as a full time driver. An emergency created by health or emergency leaves shall remain as such and shall be rotated among extra board drivers.

**Section 5:** Drivers may arrange with other drivers to exchange days off provided that:

- A. Management receives one (1) hour prior notification of such swap.
- B. Each employee involved notified management in writing.
- C. Management approves the swap.

**Section 6:** Drivers may exchange shifts during one (1) day's work provided that:

- A. Management receives notification prior to the beginning of the earliest shift.
- B. Each employee involved notifies management in writing.
- C. Management approves the exchange.

**Section 7:** All split runs shall consist of not more than two (2) work periods, and all split runs shall be completed within thirteen and one-half (13 ½) consecutive hours.

#### **ARTICLE 8: ASSIGNMENT OF BUSES**

**Section 1:** The assignment of buses to specific runs shall be made by management in consideration of what it deems to be in the best interests of the CITY. Whenever reasonable, a bus shall be maintained on a specific run

to which it is initially assigned by management. However, all buses must conform to Department of Transportation (DOT) specifications, both federal and state. In the event of a serious complaint by a driver regarding his/her assigned bus, and a mechanic is unable to verify and correct the complaint, a member of management will ride the bus with the driver to ascertain the complaint. Any driver shall have the right to request a different bus from management.

**Section 2:** All buses assigned to runs shall be safe, and in compliance with regulations of the United States government, and the State of Illinois, and shall be equipped with an operable fire extinguisher, working lights, horns, rear view mirrors, good windshield wipers, warning markers, operating heaters, operating air conditioning system, ice scraper, paper towels, and operable fareboxes. If a bus has a non-functioning air conditioning system, the bus may still be assigned and the City will make every effort to repair the bus within two weeks or as soon as practicable after parts are available.

### ARTICLE 9: LEAVE

**Section 1:** The following provisions relate to the earned time bank:

A. Earned time leave which is not used as hereinafter provided may be accumulated up to a maximum of one hundred twenty (120) days. For purposes of this Agreement, such accumulated leave shall be referred to as the earned time bank. Leave resulting from industrial injury or illness that is covered by worker's compensation shall not be charged against the employee's earned time bank.

B. An employee's earned time bank, if any, shall be available for use as leave only for sickness or injury after the employee has used all of his/her current earned time leave.

C. In order to be eligible to use earned time bank benefits as above specified, an employee returning to work must present to the department head or his/her designee, a certificate from a licensed physician, stating that he/ she personally treated said employee for the sickness or injury which kept the employee from work. The provisions of this subsection shall not apply to an employee who is absent from work for three (3) consecutive scheduled work days or less.

D. No employee who has been absent on account of sickness or injury and has charged his/her earned time bank for more than three (3) consecutive days of scheduled work shall return to work without first submitting to the department head, or his/her designee, a certificate signed by a licensed physician stating that the employee is able to perform the duties of his/her employment.

**Section 2:** The following provisions shall apply to earned time leave:

A. Each full-time employee and extra-board driver shall earn twelve (12) regular eight (8) hour days of earned time leave per year. Each part-time employee shall earn twelve (12) regular five (5) hour work days of earned time leave per year. Until December 1, 2018, earned time leave shall be credited as follows: each full-time employee shall be credited with 48 hours of earned time leave on December 1 and June 1 of each year; each extra board driver shall be credited with 44 hours of earned time leave on December 1 and June 1 of each year; part-time

employees shall be credited with 28 hours of earned time leave on December 1 and June 1 of each year. As of December 1, 2018, Earned Time Leave shall be credited as follows: each full-time and extra-board driver shall be credited with twenty-four (24) hours of earned time on December 1, March 1, June 1 and September 1 of each year; each part-time employee shall be credited with fifteen (15) hours of earned time on December 1, March 1, June 1 and September 1 of each year. Earned time leave shall not be accumulated from year to year except as may be provided by this Agreement.

B. Earned time leave shall be scheduled by the employee with his/her department head at least one (1) day prior to the requested day. If more than one (1) employee's request for earned time leave for the same work day is received on a particular day, requests will be considered in the order in which they are received. All proper requests for earned time leave will be allowed, subject to departmental scheduling requirements.

C. In the event an employee is sick or injured and unable to work, he/ she shall take earned time leave for such sickness or injury and shall notify the dispatcher, supervisor or department head by phone to a number provided by the City at the earliest reasonable time, but not less than one (1) hour prior to the start of the shift, unless in case of an emergency. No employee who has been absent on account of sickness or injury on unscheduled earned time leave for more than three (3) consecutive days of scheduled work shall return to work without first submitting to the department head or his/her designee a certificate signed by a licensed physician stating that he/ she personally treated said employee for the sickness or injury which kept the employee from work.

D. On or before the second pay period of the month of December of each year, the CITY shall purchase from each employee as much of the unused earned time leave which such employee had to his/her credit on the previous November 30, as such employee elects on a form provided by the CITY. The rate of purchase shall be at the employee's then hourly base wage. Any unused earned time leave which the employee does not elect to sell shall be added to such employee's earned time bank to a maximum accumulation of one hundred twenty (120) days.

E. In the event that any employee is voluntarily or involuntarily terminated as an employee of the CITY during the term of this Agreement, earned time leave days shall be treated as if earned at the rate of one-twelfth (1/12<sup>th</sup>) of the annual allotment of earned time leave of such employee for each month of employment commencing on December 1 prior to termination. If any earned time leave days are taken in excess of this rate prior to termination then the employee shall refund to the CITY upon termination an amount equal to such excess earned time leave days at such employee's then hourly base wage. The CITY shall have the right to collect such refund out of any monies owed by the CITY to such employee upon termination, and the CITY shall have the right to file suit to recover from such employee any shortage or deficiency remaining after any such set-off.

**Section 3:** All employees, except part-time workers, will be paid for three (3) days for funeral leave for a death in the immediate family. Eligible employees will be paid for the regular number of hours normally worked, except extra-board drivers who will be paid eight (8) hours. Immediate family is defined as spouse, child, father,

mother, sister, brother, father-in-law, mother-in-law, grandchild, grandfather and grandmother, or as may be set forth in the Illinois Civil Union Act if such Act is applicable to the employee. In the case of death of an employee's stepmother or stepfather, employees will be paid one (1) day of funeral leave, only for purposes of attending the funeral. Payment will be made at the employee's regular rate multiplied by the number of hours which the employee would have worked had he/ she not been off. The CITY may require proof of death, such as an obituary, in order for an employee to be eligible for funeral leave. Part-time workers will be granted the same funeral leave as all other employees, except that such leave shall be unpaid.

**Section 4:** Part-time employees regularly scheduled for 6 day work weeks will be eligible for one extra unpaid day off (in addition to Sunday) in alternating weeks, if requested by the employee. Requests for the extra day off must be received by the CITY by Wednesday of the prior week. Such time off will not be counted against the employee for discipline.

**Section 5:** Any employee elected to a Union office may be granted unpaid time off for Union business upon twenty-four (24) hour notice to the department head provided schedule permits. For contract negotiations, a maximum of two (2) Union representatives may be paid a maximum of four (4) hours per day. Such time off will not be counted against the employee for discipline.

**Section 6:** The following provisions apply to unapproved unpaid leave and tardy policy:

A. Any absence from work during any twelve (12) month period which is not in accordance with Article 9, Article 10 or Article 34 shall be deemed an unapproved leave of absence and, in addition, shall result in the following discipline:

First (1 <sup>st</sup> ) Offense	Written Reprimand
Second (2 <sup>nd</sup> ) Offense	One (1) Day Suspension
Third (3 <sup>rd</sup> ) Offense	Three (3) Day Suspension
Fourth (4 <sup>th</sup> ) Offense	Dismissal

Any employee reporting two (2) minutes or more late for work or calling off less than one (1) hour before sign-on time during any twelve (12) month period shall be deemed tardy and will receive the following discipline:

First (1 <sup>st</sup> ) Offense	Written Warning
Second (2 <sup>nd</sup> ) Offense	Written Reprimand
Third (3 <sup>rd</sup> ) Offense	One (1) Day Suspension
Fourth (4 <sup>th</sup> ) Offense	Three (3) Day Suspension
Fifth (5 <sup>th</sup> ) Offense	Dismissal

#### **ARTICLE 10: HOLIDAYS**

**Section 1:** The following holidays will be days off:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Employee's Birthday

In lieu of the Veteran's Day holiday, all full-time employees and extra-board drivers who are employed on Veterans' Day shall be credited with one floating holiday. This floating holiday may be used any time during the year up until Veteran's Day of the following year. Requests for taking the floating holiday will be handled the same as provided for vacation time in Article 34.

**Section 2:** Employees hired before January 26, 2012, shall receive 8 hours of pay for a holiday. If they are normally scheduled for more than 8 hours on a day that is replaced by a holiday, they shall receive the hours of pay for which they are normally scheduled. Employees, except extra board drivers, hired after January 26, 2012 shall be paid for holidays in an amount commensurate with the employee's number of scheduled hours normally worked on the day of the week on which the holiday falls. Extra board drivers shall receive 8 hours of pay for a holiday. Any employee working on the above mentioned holidays will be paid at the rate of one and one half (1 ½) times his/her regular rate for the hours worked in addition to holiday pay. In order to qualify for holiday pay, an employee must have worked his/her last scheduled work day prior to, and his/her scheduled work day immediately after the holiday, unless the employee has been granted approved leave in accordance with Article 9 or Article 34.

**Section 3:** Any employee working Christmas Eve Day and/or New Year's Eve Day shall be paid at the rate of one and one half (1 1/2) times the regular rate, providing the employee works the full day of his or her assigned shift.

**Section 4:** If a holiday falls on a Sunday or on an employee's regular scheduled day off, the employee may request another day off to replace the holiday. The replacement day must be taken within the thirty (30) day period immediately following the holiday. If the employee wishes to be paid for the holiday, the holiday pay does not count as time worked for calculation of overtime.

**Section 5:** Any employee requesting an excused absence on the day before or after a recognized holiday must make such request seven (7) days in advance. Requests will be granted based on the order received by the CITY, unless two or more are received on the same day. In that case seniority will govern. No more than two (2) employees will be granted the same day off before or after a holiday.

#### **ARTICLE 11: PERSONNEL FILE REVIEW**

**Section 1:** Only one (1) complete personnel file shall be maintained at the department facility while copies of payroll and attendance files will be kept at City Hall.

**Section 2:** Each employee shall have the right, upon request, to review the contents of his/her personnel file, and his/her payroll and attendance files. A representative of the UNION, at the request of the employee, may accompany the employee in this review.

**Section 3:** Material related to discipline or employment shall not be placed in the employee's personnel file without notification to him/her within five (5) working days of receipt of the material by the employer. The employee shall be given a copy of such material by the employer. Moreover the employee shall have the right to place a written response to such material in his/her personnel file.

## ARTICLE 12: EYE EXAM

An eye examination requested by the CITY will be at the CITY'S expense.

## ARTICLE 13: EVIDENCE OF PHYSICAL FITNESS

All members of the Bargaining Unit that drive buses shall be required to undergo a physical examination which will fulfill the U.S. Department of Transportation requirements. All members required to undergo the physical examination shall obtain a Medical Examiner's Certificate from a Medical Examiner, as that term is defined by Illinois law, who is on the National Registry of Certified Medical Examiners. The City shall pay for a maximum of one such examination per year. The City shall not pay or reimburse an employee for an examination which does not comply with the U.S. Department of Transportation requirement or regulations governing such examinations. In the event an employee fails to pass an examination as required, the employee will be removed from service until they are able to pass an examination. The period of time within which the employee shall pass an examination after a failure shall not exceed 12 weeks. If the employee has not passed an examination within the 12 weeks, such employee shall be dismissed from employment.

## ARTICLE 14: OVERTIME

**Section 1:** All employees will receive a wage of one and one-half (1 ½) times their regular rate of pay for all hours worked in excess of forty (40) in a single pay week. For purposes of calculating eligibility for overtime pay, vacation time, earned time leave bank and earned time leave shall not be considered as time worked, but holidays and bereavement leave shall be considered as time worked.

All work performed on the consecutive days of Saturday and Sunday shall be paid at one and one-half (1 1/2) times the employee's regular rate for the hours on Sunday only. All work performed on a holiday (as defined by Article 10, Section 1) shall be at one and one-half (1 1/2) times the driver's regular rate. In no event shall more than one and one-half (1 1/2) times the same hour worked be paid.

**Section 2:** All extra work and overtime work in the maintenance shop shall be assigned according to classification seniority.

## ARTICLE 15: MANAGEMENT RIGHTS

**Section 1:** All rights of management that are not specifically limited by the provisions of other Articles of this Agreement are retained by the CITY. The UNION recognizes the complete authority of the CITY in the conduct of its business, and hereby agrees that its members covered by this Agreement shall, to the best of their ability, faithfully comply with the rules and regulations now in force, or hereinafter made effective by the CITY that are not in conflict with the terms of this Agreement.

**Section 2:** The management of the business and the direction of the working forces, including but not limited to, the right to schedule the working hours; to determine qualifications of its employees; to suspend, discipline and discharge for just cause; to determine the number of employees it will employ or retain; to assign work to employees; to control the making of schedules and assignments; to determine the amount of service on scheduled lines; to determine the frequency of service; to determine the amount of time allowed on schedule runs; to make and enforce reasonable work rules and regulations; to determine the size and composition of the work force; to introduce new and improved methods, materials, equipment or facilities; to change or eliminate existing methods, materials, equipment or facilities; and to determine the number and time of shifts; are the exclusive function of management, limited only by the express language of this Agreement, provided, however, that such rights shall not be exercised to conflict with any of the express written provisions of this Agreement.

**Section 3:** Failure of the CITY to exercise rights herein reserved to it in this Agreement, or exercising them in a particular way, shall not be deemed a waiver of said rights, or of the CITY'S rights to exercise said rights in some other matter not in conflict with the terms of this Agreement.

## ARTICLE 16: MEETING REQUIREMENTS

When employees are required by the CITY to attend meetings which fall outside their regularly assigned shift or run, they shall be paid a minimum of one and a half (1.5) hours pay. Employees will be paid actual time in attendance for any time over the one and a half (1.5) hour minimum.

## ARTICLE 17: TRAINING

**Section 1:** Employees that are required to hold a CDL license will receive behind the wheel training, introduction to rules and regulations, proper completion of forms, proper use of farebox procedures, as well as other training which the City may deem necessary from time to time, by appropriately qualified personnel as approved by the City. In no way shall this article be considered or deemed as a limitation on the City's management right to administer training at its own discretion. Employees who are willing and approved by the

City to train new employees to obtain their CDL license or train new employees in the safe operation of DMT vehicles shall be compensated an additional five dollars (\$5.00) per hour for such hours they are so engaged. Employees who are willing and approved by the City to train new employees in learning shift work will be compensated an additional one dollar (\$1.00) per hour for such hours they are so engaged. The additional compensation provided in this article shall only be considered additional compensation for the hours so worked and shall not be added to the employee's base wage.

**Section 2:** All newly hired employees trained to receive a CDL license, have a passenger endorsement added to their CDL license, or have an air brake restriction removed from their CDL license will be required to remain employed with the CITY'S Department of Public Transportation for a period of no less than one (1) year. If an employee who has received such training chooses to leave employment with the CITY prior to one (1) year, such employee shall reimburse the CITY for the cost of their pre-employment drug screen, their DOT physical, and any reimbursement paid to the employee for the renewal of their CDL license.

#### **ARTICLE 18: MANAGEMENT-UNION COMMUNICATION**

Representatives of the UNION and CITY management shall meet periodically as mutually agreeable to discuss labor-management relations. A box designated for UNION correspondence shall be placed on CITY premises in a location that is reasonably secure and available for communications sent to UNION officers. "Sent" as used in this contract, shall mean to deposit in the box mentioned herein.

#### **ARTICLE 19: REGULAR CALL TIME PROCEDURE**

**Section 1:** A call out may be defined as a separate work assignment that is separated from another piece of work by more than one-half (1/2) hour. A call out shall pay a minimum of two (2) hours and the employee must be on the clock and available for the entire two (2) hours, unless otherwise mutually agreed upon by the employee and management. If the interval between pieces of work is less than one-half (1/2) hour, the time shall be paid straight through and the minimum shall not apply.

**Section 2:** Drivers' compensated time periods shall include garage to garage time, minus lunch.

**Section 3:** Drivers who have a regular full time assignment, and such assignment calls for paid working hours (daily) in excess of seven and one-half (7 1/2) hours, but less than eight (8) hours, shall be paid for eight (8) hours.

## ARTICLE 20: UNION BULLETIN BOARD

The CITY shall provide a bulletin board for the use of the UNION and all UNION communications shall be posted only on that board.

## ARTICLE 21: SENIORITY

**Section 1:** General Seniority is the status accorded to all employees based upon length of continuous service with the system and its predecessor companies since date of appointment. Seniority shall be effective on the first date of active employment.

**Section 2:** The following classification seniority rules apply:

A. Full time driver seniority is the status accorded to each full time driver, based upon length of continuous service as a full time driver since his/her date of appointment as a full time driver.

B. Extra board driver seniority is the status accorded to each extra board driver based upon length of continuous services as an extra board driver since his/her date of appointment as an extra board driver.

C. Mechanic and mechanic helper seniority is the status accorded to each mechanic and mechanic helper based upon length of continuous service as a mechanic since his/her date of appointment as a mechanic. Seniority will prevail for shift selection within each respective classification.

D. Utility worker seniority is the status accorded to each utility worker based upon length of continuous service as a utility worker since his/her date of appointment as a utility worker.

**Section 3:** Each new employee shall be a probationary employee for the first ninety (90) calendar days of employment, during which time the CITY shall solely decide whether to retain the employee. The probationary period may be extended by an additional thirty (30) days if mutually agreed upon by the CITY and the UNION.

**Section 4:** Whenever there is an addition or deletion to the seniority list, the CITY shall post on the bulletin boards seniority lists showing general and classification seniorities of all employees. The UNION shall be furnished copies of such lists after posted.

**Section 5:** When it becomes necessary to lay off any employees, such layoffs shall be in the inverse order of their classification seniority, except that employees shall first be permitted to exercise their seniority rights to "bump" (replace) other employees with the same classification. Also, full time drivers may exercise their seniority to bump down to the extra board. However, employees will not be required to take lesser positions instead of being laid off. When such bumping occurs, the total of their full time and extra board seniority will be used.

**Section 6:** Employees shall be recalled from layoff in the inverse order that they were laid off. In the driver classification, full time drivers will be recalled first and extra board drivers will be recalled next. No new employees shall be hired until all employees on layoff status desiring to return to work have been recalled. An employee shall have two (2) calendar weeks from date of formal written recall to return to work.

**Section 7:** When employees have been laid off, and openings occur in classifications other than those from which they have been laid off, the laid off employees shall be given the first opportunity to qualify for such

positions in the order of their general seniority.

**Section 8:** Requests for taking earned time leave, vacation days (except for vacation days applied for during the December vacation bid) and floating holidays shall be considered based on the order received by the CITY. If two (2) or more requests are received on the same day, seniority will govern.

#### **ARTICLE 22: DEFINITIONS**

**Section 1:** A full-time Driver is a driver who may pick a regular run that consists of five (5) days' work per week and two (2) days off per week that may or may not be consecutive.

**Section 2:** An extra board driver has no regular days off. He/ she will be assigned open work or to replace drivers or utility persons who are absent.

A. Extra board drivers shall be available by cell phone (supplied by the City) during the period of 5:00 a.m. until 9:00 p.m. on weekdays, and 6:30 a.m. until 6:30 p.m. on Saturdays, based on present service schedules.

B. When an extra board driver is required for work at a time not previously scheduled, the extra board driver shall be called on the cell phone. If the required work is more than one (1) hour from the call time and the extra board is unable to answer immediately, the extra board driver shall have ten (10) minutes to contact the office after the call is made. If the required work is less than one (1) hour from the call time, management shall have the right to call all of the extra boards at the same time in order to fill the work. All extra boards have ten (10) minutes to contact the office and will be eligible for any remaining open work that remains unfilled. If the extra board driver does not contact the office within ten (10) minutes, said extra board driver shall be passed over in assigning work. If an extra board driver does not respond within ten (10) minutes on more than one occasion per calendar month, they shall be subject to discipline as a Class D Violation under the Schedule of Discipline. If it is determined that a defect in the cell phone causes an extra board driver to not respond, such extra board driver will be excused and paid for actual hours missed due to a defective cell phone. It shall be the extra board driver's responsibility to notify the City that the cell phone is not operating properly. When the extra board driver receives the assignment, he or she shall report immediately to fill the open work.

C. Extra board drivers are eligible only for such benefits as are specifically provided for them in this Agreement. Once an extra board person attains full time status and accumulates benefits, if for any reason he/ she is bumped back to the extra board, he/ she will not lose full time driver benefits except in the event of a bump-back caused by the successful appeal of a termination.

D. When utility work is open, the extra board will be assigned to the open work at straight time rates. If no extra board operators are available at straight time work, work at overtime will be made available to

mechanics and utility employees. If not worked by maintenance employees, the open work will be made available in accordance with Article 23, Section 2. If no workers choose to work voluntarily, the extra board driver with the lowest seniority will be assigned the work. Under no circumstances, except for full-time drivers reporting to work during an emergency-related service cancellation, shall a full-time driver be required to perform utility work.

E. It is agreed that the number of extra board drivers shall not exceed one-third (1/3) the number of full-time drivers.

**Section 3:** A regular assigned run is a run which is scheduled for thirty-five (35) hours or more per week. Insofar as it is possible to do so, management shall, in making schedules, make every effort to make regular runs that pay forty (40) hours or more in five (5) days per week, which may or may not be consecutive. In the event that a full time driver does additional work at any time during the week, management shall not take him/her off any part of his/her picked run for the week to avoid payment of overtime.

**Section 4:** A special run is the transport of passengers with little or no advance notice.

**Section 5:** An open run is a run left open by a full time driver due to illness, absenteeism, termination or resignation, which shall be rotated by the extra board until filled by management.

**Section 6:** Normal Working Hours: The normal working hours of all full-time employees, except extra board drivers, shall be 40 hours for 5 days per pay period. All full-time employees, excluding extra board drivers, will be scheduled for not less than 40 hours for each pay period. Nothing herein shall be construed to conflict with or otherwise modify the provisions of Article 14 (Overtime), Article 19, Section 3 (runs paying between seven and one-half (7 1/2) hours and eight (8) hours) and of Article 22, Section 2A (extra board cellular phone duties). Nothing herein shall be construed to limit the ability of the parties to agree to other normal working hours, including flex-time during the term of this Collective Bargaining Agreement.

#### **ARTICLE 23: PREP TIME PRIOR TO FIRST RUN**

The CITY currently allows the drivers five (5) minutes preparatory time at the beginning of their first run of the day. The drivers shall reasonably attempt to complete all preparatory tasks within said five (5) minute period, provided, however, in the event a driver is unable to reasonably complete these tasks within this period, the affected driver shall report his or her inability to complete the preparatory task(s) to the dispatcher or other designated management personnel. The CITY shall not use a driver's failure to complete preparatory tasks or any resultant delay in his or her scheduled run as a basis for discipline, provided that the driver has exercised reasonable diligence in performing such tasks.

## ARTICLE 24: ASSIGNMENT OF EXTRA PIECES AND MOVE UPS

**Section 1:** All extra work and any pieces of work left open from the regularly scheduled runs will be assigned to extra board drivers at straight time. Any remaining work will be offered to employees available to work the entire piece of work being offered for voluntary signup in the following order:

- A. Full time drivers at straight time.
- B. Full time drivers at overtime, in order of seniority.
- C. Extra board drivers at overtime, in order of seniority.

### **Section 2:**

A. When a full time position becomes available, extra board drivers who have not been suspended in the past year will be offered the position in order of seniority, unless otherwise agreed to between the Union and the City.

B. If at any time a Union employee is offered and wishes to accept a management position, his/her seniorities shall be frozen for a period not to exceed ninety (90) days. If, at any time during this ninety (90) day period, the person wishes to resume his/her driver or mechanic position, he/she will assume the position according to his/her frozen status. After this ninety (90) day period, if the employee wishes to resume driver or mechanic status and a position is available for which such employee is qualified, he/ she will go back as a new employee.

## ARTICLE 25: RULES POSTING

**Section 1:** New rules and informational bulletins shall be posted by the CITY on the bulletin board in the driver's room for a period of not less than two (2) calendar weeks. A copy of all such rules and informational bulletins shall be sent to the Union Steward and the Union on the same day that they are posted or the next day.

**Section 2:** A complete and up to date notebook of all rules and informational bulletins shall be maintained by the CITY, and at least one (1) copy shall be available in the driver's room at all times.

**Section 3:** The CITY shall inform all new employees of the rules, the procedures for posting, and the existence and location of the rules workbook.

**Section 4:** Except in an emergency, a copy of any new rules and/or disciplinary measures shall be presented to the UNION ten (10) working days in advance of their effective date, and employees following existing rules shall not be penalized in advance of the announced effective date. Discipline administered as a result of rule violation may be appealed through the normal grievance procedure.

**ARTICLE 26: SALARY SCHEDULE**

Employees' base wage rates under this Agreement are set forth on Appendix "A" attached hereto and made a part hereof, and shall reflect the parties' following agreements on wages:.

A. Across-the-Board Increases

All Appendix A rates effective as of June 30, 2017 shall be increased by the following percentages:

<u>Effective</u>	<u>Effective</u>	<u>Effective</u>	<u>Effective</u>
<u>7/1/17</u>	<u>7/1/18</u>	<u>7/1/19</u>	<u>7/1/20</u>
2%	2%	2%	2%

B. Market Equity Adjustment

In addition to the increases described in paragraph A above, and in response to labor market pressures, all Appendix A rates shall be increased by 6%, effective on and after July 1, 2018.

**ARTICLE 27: LONGEVITY PAY**

Employees hired prior to January 1, 2015 shall receive the following longevity pay which shall be added to the base wages:

- A. 2% for completing five (5) to nine (9) years of an employee's continuous employment;
- B. 5% for completing ten (10) to fourteen (14) years of an employee's continuous employment;
- C. 10 % for completing fifteen (15) to nineteen (19) years of an employee's continuous employment;
- D. 11% for completing twenty (20) or more years of an employee's continuous employment.

For purposes of this section, continuous service as an employee of a management company under contract with the City shall be counted in determining years of employment.

Employees hired after January 1, 2015, but prior to July 1, 2018, shall receive the following longevity pay which shall be added to the base wages:

- A. 5% for completing ten (10) to fourteen (14) years of an employee's continuous employment;
- B. 10% for completing fifteen (15) to nineteen (19) years of an employee's continuous employment;
- C. 11% for completing twenty (20) or more years of an employee's continuous employment.

Employees hired after July 1, 2018 shall not receive longevity pay.

## ARTICLE 28: UNIFORMS

**Section 1:** The CITY shall provide each driver with up to eleven (11) uniforms, consisting of shirts and trousers. The driver shall have the option of cleaning the uniform or having the cleaning performed by the leasing company, paying the cost of the service through payroll deduction. During the months of June through September, employees may choose to wear short pants. The CITY shall choose the style of such short pants to be consistent with the uniform. Any additional cost for the short pants shall be paid by the employee.

The CITY shall also reimburse each full-time driver, extra board driver, and utility worker(s) one hundred and fifty dollars (\$150.00) for the purchase or repair of eligible items (an exemplary list of eligible items being attached to this Agreement as Appendix C during each year of this Agreement. All shoes must have closed heels and toes. The City shall reimburse all mechanics and mechanic helpers two hundred dollars (\$200.00) for the purchase or repair of work boots and tools. Any requested reimbursement pursuant to this article shall be accompanied by an original receipt. The City shall not be required to reimburse any purchases pursuant to this article if such purchases have been made within 120 days of the employee's retirement or resignation. Notwithstanding the aforementioned, the City may reimburse for tools within 120 days of retirement or resignation only under the following: the tool is broken in the course of employment, it is not covered by warranty or insurance, and the employee obtains the approval of the City.

**Section 2:** All uniforms provided by the CITY must be returned to the CITY at the end of employment. The cost of any items not returned will be deducted from the employee's wages.

**Section 3:** Management agrees to provide up to six (6) clean sets of uniforms or coveralls each week to each mechanic and each utility worker. Rubber boots and gloves will be provided at the discretion of the department head. Safety equipment and non-prescription safety glasses and/or frames will be provided as required.

## ARTICLE 29: COMMERCIAL DRIVER'S LICENSE.

Pursuant to the requirements of the Illinois Uniform Commercial Driver's License Act (625 ILCS 5/6-500 et. seq.), each employee covered by this Agreement who is or may be assigned to drive a "commercial motor vehicle" (as defined in the Act) shall obtain and thereafter maintain at all times a valid Illinois commercial driver's license ("CDL") as required by the City. No person shall be employed by the CITY for a position in any of the positions covered by this Agreement, and who may be assigned to drive a commercial motor vehicle, unless such person has obtained a CDL at the time of his/her employment or during such person's probationary period. The CITY shall reimburse for each renewal of a CDL the difference between the cost of a CDL license renewal and the cost of an ordinary driver's license renewal.

## ARTICLE 30: PAY PERIOD

The CITY shall pay all employees weekly on each Friday. If an error occurs in the payment of wages as a result of management error, the CITY will make its best effort to correct the error as soon as possible.

### ARTICLE 31: LUNCH PERIOD

Each driver working a regular run shall be scheduled for a thirty (30) minute unpaid lunch period beginning between the third and sixth hour after the driver has commenced his/her first run of the day. If the driver is asked to return to work prior to the end of his/her scheduled lunch period, the driver shall be paid for such time worked. At no time will the employee have less than a twenty (20) minute uninterrupted lunch.

Mechanics and full-time utility workers shall be scheduled for a one (1) hour unpaid lunch period between the fourth and sixth hour of their daily shift. Due to the nature of the business, emergency situations may arise where the employee is not able to go to lunch at his/her scheduled time or are asked to return to work before the end of their scheduled lunch period. In such case, the employee will have the option of completing the remaining portion of their unpaid lunch period at a later time or getting paid for the time worked in lieu of completing their lunch period.

The CITY recognizes that each driver has the right to take reasonable bathroom breaks during a scheduled run.

### ARTICLE 32: NO STRIKE

**Section 1:** It is recognized that the CITY and its employees are obligated to perform essential public services, and that this service must be continuously performed to the fullest extent. If, for any reason, performance of duties involves undue difficulty, members of the UNION will not cease work, but will take up the matter immediately in an orderly way as provided for in this Agreement.

**Section 2:** During the term of this Agreement, the grievance procedure provided for in this Agreement, and the administrative and judicial remedies provided for by statute for remedying unfair labor practices, shall be the sole and exclusive means of settling any dispute between the employees and/or UNION and the CITY, whether relating to the application of this Agreement, economic matters or otherwise. Accordingly neither the UNION nor the employees will instigate, promote, sponsor, engage in, or condone any strike, picketing, sympathy strike, slowdown, refusal to cross a picket line, concerted stoppage of work, concerted refusal to perform assigned work, or any other intentional interruption of service or production, regardless of the reason for so doing. As an exception to the above, employees would have the right not to cross any lawful primary picket line sanctioned or recognized by the UNION against another Employer.

**Section 3:** For purposes of this Agreement, it shall be a violation for any employee to fail or refuse to cross any picket line established at or in proximity of the CITY's property.

### ARTICLE 33: BUS PASSES

Each employee shall receive a bus pass for free transportation for himself/herself and their respective spouse only.

## ARTICLE 34: VACATION

**Section 1:** Each full time employee shall receive forty (40) hours paid vacation after one (1) full year of service to the CITY; eighty (80) hours of paid vacation after two (2) full years of service to the CITY; one hundred twenty (120) hours of paid vacation after six (6) full years of service to the CITY; one hundred sixty (160) hours of paid vacation after twelve (12) full years of service to the CITY. Any employee who would have reached a milestone eliminated with the execution of this Agreement will still be eligible for such milestone during the term of this Agreement. Any employee who will not, during the term of this Agreement, reach a milestone that was eliminated with the execution of this Agreement will be subject to the new milestones. If an employee fails to use his or her total annual accrued vacation hours prior to his or her anniversary date of hire, he or she may carryover such hours for no more than forty-five (45) days from his or her anniversary date of hire. Employees hired after July 1, 2018 will receive the same vacation as those hired before July 1, 2018 with the exception that they will not reach one hundred sixty (160) hours of paid vacation until after fifteen (15) full years of service and they will not be eligible for two hundred (200) hours of paid vacation. Request for vacation must be submitted to management at least one (1) week prior to the requested vacation time, unless provided for to the contrary in this Article. Management may allow up to two (2) employees to be on vacation at any one time, whenever possible. Any full-time employee or extra-board driver who actually works less than 1,360 hours in the 365 days preceding his/her anniversary date, shall receive vacation prorated on the basis of a normal work year of 2,080 hours.

**Section 2:** Part-time utility employees (those who work less than 40 hours per week) shall receive one (1) week paid vacation after one (1) full year of service to the CITY, the number of hours paid to be equal to the average number of hours per week they have worked in the previous year. Part-time employees (those who work less than 40 hours per week) will receive two (2) weeks' vacation after two (2) full years of service to the CITY, the number of hours of vacation pay per week to be equal to the average number of hours per week they have worked in the previous year. Part-time utility employees (those who work less than 40 hours per week) will receive three (3) weeks' vacation after ten (10) full years of service to the City, the number of hours of vacation pay per week to be equal to the average number of hours per week they have worked in the previous year. Vacation accrual will be based on the part-time utility employee's general seniority date.

**Section 3:** All employees shall be allowed to bid their first choice of vacation based on their seniority. These bids shall be taken during the month of December each year. Should two or more employees make the same bid for vacation time during the December bid period, seniority shall prevail. However, management may allow up to two employees off at the same time, at its discretion.

## ARTICLE 35: INSURANCE

**Section 1:** The CITY will provide one or more plans of group health insurance (including managed care plans) for all employees. During the period of July 1, 2017 through June 30, 2018, eligible employees electing to obtain group health insurance coverage through the City shall pay 11% of the total premium cost as their contribution toward the cost of their coverage. During the period of July 1, 2018 through June 30, 2019, eligible

employees electing to obtain group health insurance coverage through the City shall pay 12% of the total premium cost as their contribution toward the cost of their coverage. During the period of July 1, 2019 through June 30, 2021, eligible employees electing to obtain group health insurance coverage through the City shall pay 12% of the total premium cost as their contribution toward the cost of their coverage; however, if non-union personnel pay a rate higher than 12% for their insurance coverage, eligible employees shall pay such percentage but not to exceed 13%. At any time during the pendency of this Agreement, either Party may choose to open this Article to negotiate new or alternate provisions by providing a minimum of a 45-day notice to the other party. Any such opening of Article 35 shall not allow for any other article of this Agreement to be opened and is hereby strictly limited to this Article 35.

**Section 2:** The insurance benefits provided for herein shall be provided under a group insurance policy or self-insured plan selected by the CITY. The CITY shall notify and consult with the UNION before changing insurance carriers, self-insuring or changing plans or policies. In connection with such consultation, the CITY shall provide the UNION with a written summary of all proposed changes.

**Section 3:** Upon request by the UNION, the CITY shall provide the UNION with a complete copy of the current policy or policies or self-insured plan for such insurance benefits.

**Section 4:** The CITY has adopted a plan pursuant to the provisions of Section 125 of the Internal Revenue Code with respect to the payroll deductions for employee contributions for insurance hereunder. If the CITY adopts a "flex-plan" or other similar arrangement, the CITY agrees to allow employees in the bargaining unit to have the right to elect to participate in such plan.

#### **ARTICLE 36: DRUG TESTING**

The parties agree that the Drug Testing Policy for employees covered by this Agreement shall be such policy required by the U.S. Federal Transit Administration as adopted by the City Council. No substantive changes shall be made in such policy without prior discussions between the City and the Union.

#### **ARTICLE 37: TOOLS; MECHANIC'S SAFETY GLASSES**

Mechanics and mechanic helpers will be responsible for supplying, at their own expense, all hand tools necessary to perform their normal assigned tasks. Utility workers will not be responsible for supplying any hand tools. The CITY will provide all major tools which are required but which a mechanic or mechanic helper would not normally have. Management will replace a mechanic's or mechanic helper's hand tools that are worn or broken on the job with similar quality tools. This will not apply to tools that are covered by a manufacturer's warranty.

The CITY will provide insurance coverage for tools owned by a mechanic or mechanic helper which are used at the bus garage. Insurance coverage will only apply to loss or damage which occurs while the tools are being used in work for the CITY. Mechanics and mechanic helpers shall provide a list of those tools which will be used in work for the CITY. In the event any loss or damage occurs to such tools, the mechanic or mechanic helper shall notify the CITY of such loss or damage no later than the next business day.

In the event a mechanic's or mechanic helper's prescription safety glasses, if any, are

broken or otherwise damaged on the job, the CITY will pay up to two hundred dollars (\$200.00) to replace them.

### **ARTICLE 38: DISCIPLINE**

**Section 1:** The CITY agrees with the tenets of progressive and corrective discipline. Progressive discipline is intended to correct employee deficiencies and shall consist of the following:

Written Warning  
Written Reprimand  
Suspension  
Discharge

Discipline will be issued for just cause and will be issued as soon as practicable after the CITY is aware of the event or action giving rise to the discipline. The parties acknowledge that the discipline selected by the CITY shall be commensurate with the violation committed by the employee. Further, although the concept of progressive discipline is endorsed by the parties, a violation may be so severe as to warrant greater discipline than an oral warning or written reprimand even if it is the first time an employee has committed the particular violation.

#### **Section 2: Time Limitation for Issuance of Discipline**

- A. Except for discipline to be imposed pursuant to Article 9, Section 6, the following provisions shall apply to the issuance of discipline.
- B. Notwithstanding any provision of this Article to the contrary, if an accident involving an employee is subject to review by the Accident Review Committee, then any defined period for imposition of discipline shall begin on the date that a decision is made by the Committee. However, if no decision is made by the Committee within forty-five (45) days of the date of the accident, then management shall not issue any discipline but may notify and discuss the incident with the affected employee.
- C. Written Warning or Written Reprimand. Written warnings or reprimands shall be issued within ten (10) working days of the misconduct, or within ten (10) working days after the City, through the use of reasonable diligence, should have obtained knowledge of the misconduct. In no event shall the City issue a written warning or written reprimand more than thirty (30) working days after the date of the alleged misconduct, but the City may still notify and discuss the alleged misconduct with the employee.
- D. Suspension or Discharge. Pre-disciplinary meetings shall take place within ten (10) working days of the alleged misconduct, or within ten (10) working days after the City, through the use of reasonable diligence, should have obtained knowledge of the alleged misconduct. In no event shall the City issue a suspension or discharge more than thirty (30) working days after the date of the alleged misconduct, but the City may still notify and discuss the alleged misconduct with the employee. The notice contemplated by Section 3(C) shall be served upon the employee and the Union within three (3) working days of the conclusion of the pre-disciplinary meeting.
- E. Extension. The Parties may agree to extend the time limits for issuance of discipline.

**Section 3: Manner of Issuance of Discipline.**

- A. Private. Discipline will be issued to an employee in a private manner, away from the work-site, so as not to cause embarrassment to the employee. The presence of management personnel and/ or Union representative during the issuance of discipline does not constitute circumstances of embarrassment.
- B. Written Warning or Written Reprimand. When a written warning or written reprimand is contemplated, the CITY may schedule and conduct a pre-disciplinary meeting as set forth in Section 3(C) below. Employees shall be provided with a written notice informing the employee of the disciplinary action taken and the reasons for the disciplinary action.
- C. Suspension or Discharge
  - 1. When a suspension or discharge is contemplated, the City shall conduct a pre-disciplinary meeting at a time mutually agreed to between the City and the Union, within the time limits prescribed in Section 2. At least one day prior to that meeting, the employee and Union shall be notified of the alleged misconduct, in writing. The written notification shall:
    - a. Contain a statement of the charges sufficient to inform the employee of the nature of the misconduct;
    - b. Inform the employee that the consequences of the misconduct may result in the employee's suspension or discharge;
    - c. Inform the employee that the employee has a right to Union representation at the pre-disciplinary meeting;
    - d. Inform the employee that the employee will be given an opportunity to respond to the charges presented.
  - 2. The City shall inform the employee and the Union, in writing, of any discipline to be imposed resulting from the pre-disciplinary meeting. In the case of a suspension, the City shall determine how the employee will serve the suspension and inform the employee of such.
  - 3. If the contemplated discipline is for discharge or for a suspension for a period in excess of five (5) working days, the discipline shall not commence until such time as the Mayor of the City of Danville approves the proposed discipline and the employee and Union are notified of such confirmation, in writing.

**Section 4: Grievance Procedure.** An employee has a right to appeal any disciplinary action taken by the City. Grievances concerning discipline shall be commenced by filing a request for mediation as delineated in Article 6 of this Agreement.

**Section 5: Disciplinary History.** Discipline in the form of written warnings or written reprimands shall be removed from an employee's personnel file if the employee receives no further discipline for a period of twelve

(12) months. In no case shall the City consider written warnings or written reprimands in any subsequent disciplinary matter if said discipline is greater than five (5) years old.

Section 6: Personnel Policy. Except to the extent that they conflict with the terms of this Collective Bargaining Agreement, the City of Danville Personnel Policy is hereby incorporated by reference.

### **ARTICLE 39: RESIDENCY**

**Section 1:** All employees hired before July 1, 2018 who are covered by this Agreement shall reside within an area not greater than five (5) miles outside of the corporate limits of the City of Danville without being required to participate in the Residency Alternative Program. Any employee hired before July 1, 2018 who wishes to move to a location outside of the Danville Mass Transit Urbanized Area will be required to participate in the Residency Alternative Program.

**Section 2:** Any employee hired on or after July 1, 2018 who is covered by this agreement who currently lives or desires to live outside of the Danville Mass Transit Urbanized Area shall participate in the Residency Alternative Program. The Residency Alternative Program will allow an employee to reside outside of the corporate limits if the employee pays a Residency Contribution to the City. The Residency Contribution will be the property tax rate established for the City of Danville each year multiplied by the Equalized Assessed Value (EAV) of the residence in which the employee lives. Property that is farm ground or property that is in excess of two (2) acres will not be included in the calculation of the Residency Contribution. The employee will be required to provide documentation of the EAV for the residence each year to his or her Department Head. The amount of the Residency Contribution will be determined once the property tax rate is established for the City of Danville each year. Upon determination of the Residency Contribution, each employee shall be notified of the amount of his or her contribution. If the employee leases a unit in a multi-unit structure, the Residency contribution shall be the property tax rate of City of Danville multiplied by the EAV of a residential value of \$85,000. The payment of the Residency Contribution shall be paid annually and within 30 days of the contribution being determined.

**Section 3:** Each employee of the City who successfully completes his or her probationary period of employment shall then have a period of 6 months to comply with the residency provisions provided herein. Any employee of the CITY who shall fail to comply with the provisions of this section shall be terminated from employment with the CITY.

### **ARTICLE 40: TERMINATION**

This Agreement shall be effective as of July 1, 2017 and shall remain in full force and effect until June 30, 2021. It shall be automatically renewed from year-to-year thereafter, unless either party shall notify the other in writing at least sixty (60) days prior to the June 30, 2021, date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to such effective June 30, 2021 date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than sixty (60) days prior to the desired termination which shall not be before June 30, 2021, as set forth in the preceding paragraph.

**ARTICLE 41: EFFECTIVE DATE**

This agreement shall be effective as of July 1, 2017, regardless of the actual dates(s) of approval and execution by the parties.

DATED: 10/12/18

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

FOR THE EMPLOYER:

Scott Eisenhauer

Attest:

Lyric K. Monson  


FOR THE UNION:

Robert A. Heath

President

10-3-18

Appendix A  
Base Wage Rates

	<u>7/1/17</u>		<u>7/1/18</u>	<u>7/1/19</u>	<u>7/1/20</u>
<u>Drivers</u>					
Top Rate	\$19.14	Top Rate	\$20.69	\$21.10	\$21.52
4 <sup>th</sup> Year (90%)	\$17.22	2 <sup>nd</sup> Year(95%)	\$18.62	\$18.99	19.34
3 <sup>rd</sup> Year (85%)	\$16.27	1 <sup>st</sup> Year(85%)	\$17.60	\$17.95	18.31
2 <sup>nd</sup> Year (80%)	\$15.31				
Second 6 mos. (75%)	\$14.35				
First 6 mos. (70%)	\$13.39				
<u>Mechanics</u>					
Top Rate	\$23.82		\$25.76	\$26.28	\$26.81
2 <sup>nd</sup> Year (95%)	\$22.62		\$24.46	\$24.95	25.45
1 <sup>st</sup> Year (85%)	\$20.25		\$21.90	\$22.34	22.79
<u>Mechanic Helpers</u>					
Top Rate	\$19.64		\$21.23	\$21.65	\$22.09
2 <sup>nd</sup> Year (95%)	\$18.66		\$20.17	\$20.57	20.98
1 <sup>st</sup> Year (85%)	\$16.69		\$18.04	\$18.63	19.00
<u>Utility Worker (F/T)</u>					
Top Rate	\$15.56		\$16.82	\$17.16	\$17.50
2 <sup>nd</sup> Year (95%)	\$14.78		\$15.98	\$16.30	16.63
1 <sup>st</sup> Year (85%)	\$13.22		\$14.29	\$14.58	14.87
<u>Utility Worker (PT)</u>					
Top Rate	\$13.27		\$14.35	\$14.64	\$14.93
2 <sup>nd</sup> Year (95%)	\$12.61		\$13.63	\$13.90	14.18
1 <sup>st</sup> Year (85%)	\$11.94		\$12.91	\$13.17	13.43

Notwithstanding anything herein to the contrary, a person may be prequalified, through a recommendation from the Director and approval of the Mayor, based upon work experience, testing and/or knowledge such that they may be hired in at a higher rate on the schedule contained hereinabove rather than a beginning rate. The decision to start a person at a higher rate is in the sole discretion of the Mayor.

Appendix B  
DUES CHECK-OFF AUTHORIZATION FORM

GENERAL TEAMSTERS' LOCAL 26  
909 N. Neil Street  
Champaign, IL  
61820

CITY OF DANVILLE  
(DANVILLE MASS TRANSIT UNIT)

You are hereby authorized and requested to deduct from wages hereafter due me, and payable on the first pay due me in each calendar month, such sums for Union dues, assessments and fees as may be certified due from me to General Teamsters' Local 26 by the Secretary/Treasurer of General Teamsters' Local 26 for my account on or before the fifteenth (15<sup>th</sup>) day of the calendar month for which said deductions are made.

You are further authorized and requested to continue monthly deductions unless written thirty (30) days' notice is given to you by me advising you to discontinue such deductions.

Dues, fees, contributions or gifts to General Teamsters' Local 26 are not deductible as charitable contributions. However, they may be tax deductible as ordinary business expenses.

Dated \_\_\_\_\_

\_\_\_\_\_  
Employee