

COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
THE CITY OF STREATOR, ILLINOIS
AND THE
LABORER'S INTERNATIONAL
UNION, LOCAL 393

October 1, 2024 – September 30, 2028

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PREAMBLE

This Agreement entered into by the City of Streator, hereinafter referred to as the "City" or "Employer" and Laborers' International Union, Local 393, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I- RECOGNITION

Section 1 – Recognition

The City recognizes the Union as the exclusive bargaining agent for all full and part-time regularly employed clerical employees except for all other non-certified employees, supervisors, and confidential employees, pursuant to the certification issued by the Labor Board in case RC-OI-101.

ARTICLE II- UNION SECURITY AND DUES DEDUCTION

Section 1 - Dues deductions

The Employer shall deduct from the paychecks of each bargaining unit employee who has submitted a voluntary, written authorization, on a form acceptable to the Union, such Union dues and assessments, representation or service fees, and/or any other deductions authorized by the employee and allowed by law, in amounts certified by the Union in writing to the Employer. Such deductions shall continue until the employee revokes his or her written authorization consistent with the terms stated therein or as otherwise provided by law. All deductions made pursuant to this clause shall be remitted to the Union on a monthly basis, accompanied by a statement listing the employees who had dues or other fees deducted from their paychecks under this Article. Deductions shall be made beginning with the first month immediately following the date of receipt of a written authorization from an employee.

Section 2 - Indemnification

The Union shall indemnify and hold harmless the City, its, elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any actions taken or not taken by the City for the purpose of complying with the provisions of this Article, other than failing to cease dues withholding upon written notice being provided by the Union pursuant to Section 1 above.

ARTICLE III – DISCRIMINATION

Section 1 – Gender

All references to the employees in this Agreement is intended to designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Section 2 — No Discrimination

The Union and the City of Streator, Illinois agree that there shall be no discrimination by either party in the hiring, training, upgrading, promotion, transfer, layoff, or recall of employees because of race, creed, color, religion, national origin, sex, age, physical or mental handicap or marital status.

ARTICLE IV - UNION VISITATION AND UNION BUSINESS

Section 1 — Union Visitation

The Union representative, as designated by the Union, may have access to City property in order to help resolve a dispute or problem. In order to receive access, the Union representative will provide at least 24 hour notice to the Supervisor or his designee and make arrangements with him not to disrupt the work of the employees or non-bargaining unit employees. The representative may visit with employees before or after their work day and during their lunch period. Any business conducted by the official representative will not disrupt the operations of the office and related work activities of any employee of the City. Representatives of the Union will sign in and out of the building.

Section 2 — Union Steward

The Union may appoint one Union Steward from the bargaining unit whose duty is to see that the terms of the contract are met. The Union steward shall perform said duties before or after his/her work day and such duties shall not interrupt the work activities of any employee of the City.

Section 3 — Union IMRF Representative

If an employee is elected to the IMRF Board, the City will allow the employee time off to attend its meetings, provided the Union reimburses the employer the cost of the substitute employee. The employee must notify the Department Head at least 48 hours prior to the intended use. The City will grant no more than two (2) days per fiscal year to attend Board meetings of the Illinois Municipal Retirement Fund.

ARTICLE V - MANAGEMENT RIGHTS

Except as modified by this Agreement, the management of the operations of the Employer, the determination of its policies, budget and operations, the manner of exercise of its statutory

functions and the direction of its working forces, including, but not limited to, the right to hire, evaluate, promote, demotion, assign and direct employees; to discipline, suspend and discharge for just cause; to relieve employees from duty for legitimate reasons; to make and enforce reasonable rules of conduct and regulations; to determine the work to be performed; to establish or change work schedules and assignments; to introduce new methods of operations; to eliminate unnecessary work and to maintain efficiency in the department is vested exclusively in the Employer. The employer shall not exercise these rights in an arbitrary or capricious manner.

ARTICLE VI - RIGHT OF REPRESENTATION

Section 1 — Access to Personnel Records

Each employee shall have the right to review the contents of said employee's personnel file, and to attach and place therein written reactions to the contents pursuant to the provisions of the Personnel Records Act, as time to time modified.

Section 2 — Right of Representation

Before conducting an investigation or interview which may reasonably be expected to result in disciplinary action against the employee being questioned, that employee may request that a Union representative be present. It is recognized that an employee may not insist that a particular representative be present.

This section does not apply to run of the mill conversations as, for example, the giving of instructions, training, employee evaluations or needed corrections of work techniques.

ARTICLE VII - HOURS OF WORK AND OVERTIME

Section 1 — Hours of Work

A. The work week shall be the seven (7) day period from 12:01 a.m. on Monday through 12:00 midnight the following Sunday. The Employer reserves the right to schedule work hours to fulfill operational needs, but the work hours will generally be Monday — Friday, 7:30 a.m. to 5:00 p.m. with a one-hour unpaid lunch.

B. Compensated hours are actual hours worked and hours for which the employee receives holiday pay and annual leave pay unless the holiday falls on the employee's normal day off; but excludes call back-hours.

Section 2 — Overtime

Employees shall be compensated at time and one-half (1 1/2) the employee's regular pay rate for compensated hours over eight (8) in one day or over forty (40) hours within a workweek, provided that compensatory time at the time and one-half rate may be granted in lieu of overtime payments at the request of the employee and the discretion of the employees Department Head.

Compensatory time shall be earned in 1/4-hour increments and all compensatory time not used prior to the end of the fiscal year paid to the employee at the end of the fiscal year at the same rate at which it was earned. Overtime work shall include only that work performed by employees at the specific direction of the City Manager, a Department Head or the Department Head's designee. Time spent on paid sick leave, disability leave, holiday leave, vacation leave, personal leave, military leave, compensatory time off duty, or other authorized paid leave shall be deemed time worked for purposes of this Article.

Section 3 — Break Period

Two fifteen (15) minute rest periods will be provided during the regularly scheduled work shift. Break shall be scheduled by the supervisor so as not to interfere with operational needs.

Section 4 — Involuntary Callback

Employees eligible for overtime and involuntarily called back to work after having been relieved and having left the assigned work station shall be paid at time and one-half (1 1/2) for all such hours worked outside the employee's assigned hours of work. For each callback which is not continuous with the employee's assigned hours, an employee shall receive pay for actual time worked or two (2) hours, whichever is greater. The two (2) hour minimum shall not apply to call backs to correct the employee's own mistake.

Section 5 — No Pyramiding

No pyramiding overtime and/or callback shall not be paid twice for the same hours worked (i.e., the maximum payment for any hours is one and one-half times the employee's regular rate).

ARTICLE VIII - GRIEVANCE AND ARBITRATION

Section 1 — Grievance

A. A grievance is defined as any difference, complaint, or dispute between the Employer and the Union or any employee regarding the application, or interpretation of this Agreement or arising out of other circumstances or conditions of employment.

B. Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). Either party may have the grievant or one grievant representing a group of grievants present at any step of the grievance procedure, and the employee is entitled to union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group. The grievance shall state which part of this Agreement was allegedly violated, the date of the alleged violation, and the relief sought. The form shall be signed and dated by the grievant. Appendix "B" contains the grievance form.

C. The union representative(s) and/or the employee(s) shall be permitted reasonable time off without loss of pay during their regular hours to investigate and process grievances.

Section 2 — Grievance Steps

Step 1 Department Head

The employee and/or the Union shall raise the grievance with the employee's Department Head who is outside the bargaining unit. The employee shall inform the supervisor that this discussion constitutes the first step of the grievance procedure. All grievances must be presented no later than five (5) work days from the date the grievant became aware or should have become aware of the occurrence giving rise to the complaint. The Department Head shall render a written response to the grievance within five (5) work days after the grievance is presented. If the grievance is not resolved at Step 1, the Department Head or acting head shall sign the written statement of grievance prepared for submission at Step 2 acknowledging discussion of the grievance.

Step 2 City Manager

In the event the grievance is not resolved in Step 1, it shall be presented in writing by the Union to the City Manager or his/her designee within five (5) working days from the receipt of the answer or the date such answer was due, whichever is earliest. Within ten (10) working days after the grievance is presented in Step 2, the City Manager shall discuss the grievance with the Union. The City Manager shall render a written answer to the grievance within ten (10) working days after such discussion is held and provide a copy of such answer to complaint. The form shall be signed and dated by the grievant. Improper grievance form, date or section citation shall not be grounds for denial of the grievance.

Step 3 Corporate Authorities/Designee

If the matter is not adjusted in Step 2, or no answer is given within the time specified, the Union, by written notice, sent by certified mail to the Employer with ten (10) work days after the Step 2 answer, or after such answer was due, as the case may be, may appeal the grievance(s) to Step 3. It is agreed that appeals postmarked within the ten (10) working days' time limit are timely. After, such appeal, the corporate authorities or designee thereof and Union shall meet to discuss the grievance(s) which has been appealed to Step 3 at City Hall at a time set by the Employer. Within ten (10) working days of such meeting, the Employer shall render its written decision to the grievant.

Step 4 Arbitration

If, within ten (10) days of issuance of the decision at Step 2, the grievant or the union may appeal the grievance to arbitration. Representatives of the Employer and the Union shall meet to select an arbitrator, from a list of mutually agreed to arbitrators. If the parties are unable to agree on an arbitrator within ten (10) working days after the meeting in Step 3, the parties shall request the

Federal Mediation Conciliation Service to submit a list of five (5) arbitrators. The parties shall alternately strike the names of one arbitrator, with the Union making the first strike. The person whose name remains the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and Union, requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties.

Arbitration Procedures

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not employees of the Employer. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the questions of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The arbitrator shall not amend, modify, nullify, ignore, add, or subtract from provisions of this Agreement. The expense and fees of the arbitrator and the cost of the hearing room and transcript, if one is requested, shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrators) during the term of this Agreement or to use the expedited arbitration procedures of the American Arbitration Association. The decision and award of the arbitrator shall be final and binding on the Employer, the Union, and the employee or employees involved.

Section 3 — Issue Waived

Any issue not raised by Step 2 of the above process will be deemed waived.

ARTICLE IX - PROBATIONARY PERIOD

Section 1 – Initial Probationary Period

All employees in the classified service shall be considered in probationary status during an initial 180-calendar-day probationary period of continuous, uninterrupted service. For good and sufficient reason, the City Manager may extend the probationary period for an employee for a period of not to exceed an additional 60 calendar days. The probationary period shall be regarded as an intrinsic part of the hiring process and shall be used for observing the employee's performance and adaptation to City government.

Section 2 — Probationary Employee Dismissal

At any time during this probationary period, employees shall be subject to dismissal without the filing of specific charges and shall not have access to any grievance or appeal procedure.

ARTICLE X – DISCIPLINE

Section 1 — Disciplinary Procedure

The Employer agrees with the tenets of progressive and corrective discipline and that it shall be imposed for just cause. However, the parties recognize that on some occasions the facts may justify a disciplinary action that is corrective in nature without regard to prior offenses of the same type and which is outside progressive discipline.

- A. Oral warning with documentation of such filed in the employee's central personnel file; which shall be removed from the employees file after one year with no re-occurrence of the same or substantially similar violation.
- B. Written reprimand with copy of such maintained in the employee's central personnel file;
- C. Suspension without pay with documentation of such maintained in the employee's central personnel file; and,
- D. Discharge with documentation of such maintained in the employee's central personnel file.

The employee should be afforded an opportunity to discuss his/her views concerning the conduct causing any disciplinary action. Such discussion should take place as soon as practicable and not be unduly or unreasonably delayed, and the employee should be informed clearly and concisely of the basis for such action. Furthermore, upon request of the employee, a representative of the Union (steward) shall be allowed to be present and participate in such discussions.

Section 2 — Suspension Without Pay Pending Discharge

When discharge proceedings against an employee are pending and in the discretion of the employer it is believed that the continued presence of the employee in the workplace may increase risk of work disruption or harm to the City or its employees, the Employer may suspend the employee without pay after holding a Loudermill hearing and until determination of discharge. The Loudermill hearing will be held no later than ten (10) work days after initial suspension of the employee. The full discharge hearing will be convened as soon as practicable thereafter. During the period of suspension, the employee may use vacation and compensatory time benefits. If a final determination is made not to discharge the employee, the employee shall be reimbursed for all lost wages for the period of suspension pending discharge, less any amount for disciplinary suspension.

Section 3 — Implied Resignation

Any employee who fails to report to work or notify his/her supervisor for three (3) consecutive days shall be deemed to have resigned his/her position and shall have no right to progressive discipline or pre-disciplinary proceedings pursuant to this Article.

ARTICLE XI - HOLIDAYS

The following days paid holidays for all employees covered by this agreement.

New Year's Day	President's Day
Memorial Day	Independence Day
Labor Day	Columbus Day
Veteran's Day	Thanksgiving Day
Friday After Thanksgiving	Christmas Eve
Christmas Day	New Year's Eve Day

Other days that may be designated from time to time by the Council.

Employees of the golf course are entitled to receive double time for work on holidays worked during the summer months.

When a holiday falls on a Saturday, the preceding Friday shall be observed if there is no work scheduled. When a holiday falls on Sunday, the following Monday shall be observed, if there is no work scheduled.

- A. The employee must work within the payroll period during which the holiday occurs.
- B. The employee must be on paid status the last scheduled working day before the holiday and the first scheduled work day after the holiday.
- C. Part-time employees are not eligible for, nor shall they receive, holiday pay.

ARTICLE XII - SICK LEAVE

Section 1 — Accumulation — Limitation.

A A full-time employee in the classified service, shall earn sick leave at the rate of eight (8) hours per month of continuous service. Sick leave shall be credited to the employee on the last day of the pay period designated by the City Manager. In crediting sick leave, only those months during which the employee has been in a paid status three-quarters (3/4) or more of the employee's regular work days shall be counted. There shall be no limit to the number of sick leave credits that may be accumulated by an employee. Use of sick leave shall not be authorized until it is earned and credited to the employee.

Part-time, temporary and seasonal employees shall not be entitled to sick leave.

B Sick leave may be used for absence due to temporary disability caused by illness, injury, pregnancy, or for exposure to contagious or communicable disease, which may be transmitted to fellow employees. Any such absence shall begin when the temporary disability or exposure shall be so severe as to prohibit an employee from attendance at work and shall cease when an

employee is able to return to work. Sick leave may also be used for a family emergency resulting from an illness or injury to an employee's spouse, children, or other dependents residing in the employee's household. The emergency must require the employee's presence at home or at the health care provider.

C. Upon retirement from the City service, an employee with a minimum of five (5) years continuous service shall receive payment equivalent to one-half (1/2) of the employee's accrued sick leave. This provision shall not limit an employee's ability to use up to 240 days sick days towards IMRF credit. Personnel whose employment is terminated for reasons other retirement shall not be entitled to payment for any portion of accrued sick leave. The payment for sick leave time shall be paid in the second month after the month in which the employee retires. For example, if an eligible bargaining unit member retires his or her City employment on June 1st, he/she shall receive the sick leave payout referenced herein above on or after August 1st.

Section 2 — Procedure for filing sick leave

To be granted paid sick leave, an employee must meet the following conditions:

A. Notify the dispatch center and/or the immediate supervisor of the illness, injury, or illness in the immediate family, and in every case not less than one hour before the start of the work day.

B. When the City Manager reasonably believes that an employee has engaged in sick leave abuse, the employee shall permit such medical examination or inquiry as the City Manager deems desirable.

C. File a written request for sick leave on the form and in the manner prescribed immediately upon returning to work, and it shall be incumbent on all Department Heads to see that sick leave is recorded as required by the City Manager.

D. The immediate supervisor may require medical certification of the employee's illness before authorizing use of sick leave credits by the employee.

E. After three (3) consecutive days of absence, the employee shall submit to the immediate supervisor a satisfactory medical certification from the attending physician before any additional use of sick leave can be authorized. If the employee continues to be absent, the immediate supervisor may require medical certification every three days attesting to the employee's inability to perform assigned duties before authorizing sick leave unless the employee is hospitalized.

Section 3 — Physical examinations.

All employees of the City of Streator during their period of employment may be required to undergo periodic medical examinations to determine their continued fitness for duty. Such periodic medical examinations shall be made at the expense of the City of Streator and by physician(s) approved by the City Manager.

Employees who fail to pass periodic physical examinations due to physical deficiencies that interfere with their ability to perform their assigned duties, shall not be allowed to return to work without a medical certification that he/she is fit for duty, consistent with the provisions of the personnel policies and procedures currently approved by the City.

Section 4 — Increments

Sick leave shall be taken in no less than one-half 1/2 hour increments and the employee shall notify the Employer of an absence due to sickness as soon as possible on the first day of such absence and every day thereafter, but no later than thirty (30) minutes before the start of the employee's work shift. Failure to properly report an illness may be considered an absence without pay and may subject the employee to discipline.

ARTICLE XIII - FAMILY AND MEDICAL LEAVE

A. ELIGIBILITY: To be eligible for this leave an Employee must have been employed by the City of Streator for at least twelve (12) months prior to the request. In addition, the Employee must have worked at least 1250 hours within twelve (12) month period previous to leave request. In the event a husband and wife are both employees, they are entitled to an aggregate leave of twelve (12) weeks during a twelve (12) month period. The entitlement to such a leave for the birth, adoption or placement of a child expires twelve (12) months from the birth, adoption or placement of the child.

B. NOTIFICATION. Employees seeking to use FMLA leave are required to provide 30-day advance notice of the need to take FMLA leave when the need is foreseeable and such notice is practical.

C. REQUIRED INFORMATION. All or some of the following information must be submitted by the employee requesting FMLA leave:

1. Medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member;
2. A second or third medical opinion, which will be paid for by the City, and periodic re-certifications; and
3. Periodic reports, during FMLA leave regarding the employee's status and intent to return to work.

D. FMLA leave may be for up to 12 weeks per 12-month period. The 12-month period will start at the commencement of the FMLA leave period. FMLA leave may be used for the following reasons:

1. The birth of a child and in order to care for such child or the placement of a child with the employee for adoption or foster care (leave for this reason must be taken within the 12-month period following the child's birth or placement with the employee). Unpaid leave must be taken at one time for the birth, adoption or placement of a child. An intermittent or a reduced leave schedule shall be permitted if the leave is due to the employee's own illness or illness of a child, spouse or parent of the employee when medically necessary. The City may require proof of the necessity for the leave if the leave is requested due to the illness of the employee, or illness of a family member.

2. In order to care for an immediate family member of the employee is such immediate family member has a serious health condition.

3. The employee's own serious health condition that makes the employee unable to perform the functions of their position.

4. For purposes of this section "serious health condition" is an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical facility or continuing treatment by a health care provider.

E. **SUBSTITUTIONS:** Employees having vacation, sick, personal days, holidays, short term disability benefits, or compensation time on the books will be required to use such time before unpaid leave will begin. This paid leave will be considered as part of the twelve (12) weeks leave for the purpose of FMLA; however, sick time in the employee's account will only be substituted in cases involving sick time eligible situations.

F. **DISCRETION:** Employees are not required to take FMLA leave, and employees on FMLA leave may return to duty before the end of their arranged leave time.

G. **HEALTH INSURANCE:** Employees will be required to pay normal employee contributions to the health insurance program to maintain health insurance coverage while on FMLA leave.

H. **BENEFITS:** Taking an FMLA leave will not result in the loss of any employment benefits accrued prior to the date leave commenced. Benefits affected during the use of FMLA unpaid leave shall be:

1. No earned vacation, sick, or holiday time during unpaid leave.
2. Any allowance for personal gear or clothing will be pro-rated after return from unpaid leave.
3. No payroll and its related employee deductions during unpaid leave.

I. PENSION: The effect on the employee's pension or retirement plan will be that the FMLA leave will be treated as continuous service and not as a break in service for pension or retirement plan service vesting, credits, and eligibility to participate.

J. POSITION: Any employee taking a leave under this policy shall be entitled to return to the same position or to an equivalent position.

K. Appendix C contains the forms to be used for requesting FMLA leave.

ARTICLE XIV—HEALTH AND LIFE INSURANCE

Employees shall contribute 15% of the cost of the actual premium incurred by the City for the cost of coverage to be paid in equal installments by deduction from the first and second paycheck of each month.

Group life insurance shall be provided for regular full time employees upon their employment, provided that the City's insurance carrier will insure the employee. The City shall pay the premium. All regular full time employees shall be given complete information regarding the coverage provided. The schedule of benefits shall be equal to the annual salary of the employee rounded to the nearest \$ 1000 but not less than \$20,000 nor more than \$100,000. (B) Employees may name any person, or persons, as their beneficiary. When naming more than one beneficiary, employees should specify the percentage of the benefit they wish each beneficiary to receive or such benefits will be distributed equally among the designated persons. Employees may change their beneficiary at any time by filling out a change in beneficiary form obtained from the City. In addition the Employer shall provide life insurance coverage at least equal to a \$5,000 death benefit for eligible retirees. Employees covered by this Agreement and working on January 1, 1988, shall have their health insurance paid upon retirement if they have served at the City and they are at least 50 years of age at the time of their retirement. All employees hired after January 1, 1988, regardless of job classification, shall not be entitled to any City paid life or health insurance benefits upon retirement. Paid retiree insurance provided under this Article to persons hired prior to January 1, 1988, shall be available to the employee only and not his/her dependents. All covered persons shall cooperate with attempts to coordinate benefits with a spouse's carrier.

Regardless of salary, part-time employees covered by this agreement shall be provided with a \$20,000 death benefit life insurance policy during the term of their employment.

The Union and the Employer acknowledge that the benefit structure of group health plans will vary with changes in the insurance industry, the availability of certain types of coverage, and even alternate insurance providers. The Employer agrees to maintain a \$500 deductible and individual/family stop loss ceiling no higher than \$1,000/\$3,000, and an 80/20 co-insurance based major medical group plan during the term of this agreement. The remaining insurance benefits shall remain substantially equivalent (in terms of coverage amounts) to the coverage

levels in effect on May 1, 2014 and any subsequent renewal date throughout the duration of this contract.

Employees covered by this Agreement and working on January 1, 1988, shall have their health insurance paid upon retirement if they have served at least 8 continuous years, excluding layoff time, as a full-time regular employee of the City and they are at least 50 years of age at the time of their retirement. All employees hired after January 1, 1988, regardless of job classification, shall not be entitled to any City paid life or health insurance benefits upon retirement. Paid retiree insurance provided under this Article to persons hired prior to January 1, 1988, shall be available to the employee only and not to his/her dependents. All covered persons shall cooperate with attempts to coordinate benefits with a spouse's carrier.

Spouses of retired employees covered by this Agreement will be covered so long as they remain eligible for coverage, their coverage begins at the time of retirement, continues without interruption, and so long as the spouse or retiree reimburses the City for the full cost of maintaining the coverage on a monthly basis. If premium payments per this paragraph are not paid for two consecutive months the City may cancel the coverage.

Group Health Insurance benefits are not available to part-time employees.

Employees and spouses of retired employees covered by this agreement and whom are Medicare eligible, shall receive an insurance incentive payment of \$ 100 per month if they voluntarily elect to drop City-paid insurance coverage and obtain separate Medicare supplement insurance coverage.

Employees covered by this agreement who voluntarily agree to not participate in the City-provided health insurance program shall participate in the City Health Care Insurance Opt-Out Program and shall receive opt-out incentive payments as follow:

Single Employee (1)	\$400
Employee's Spouse (1)	\$400
Employee's Spouse & Depend (2+)	\$600
Employee + Spouse (2)	\$600
Employee + Spouse + Depend (3+)	\$1000

(Insurance Re-Opener): The city reserves the right to reopen and renegotiate ONLY the group health insurance provisions of this agreement in the event one or more of the following three triggers occur:

A. The city experiences a rate renewal increases of fifteen percent (15%) or more for any single year coverage period.

B. All, or portions of, current Federal and/or State laws governing the city of Streator's group health benefit are replaced and/or found to no longer be lawful to such an extent that the administration of the plan cannot continue without substantive amendments.

C. The City's control over benefits structure, plan design and administration is pre-empted. Additionally, the city will form an insurance committee with representatives from each department. Management will bring matters related to changes in the coverage and benefits to the insurance committee prior to implementation, even when not required to bargain over them.

Employees shall have sixty (60) days from the effective date of the ratification of this agreement by both parties to elect to participate in the City Health Care Insurance Opt-Out Program. Thereafter, employees may elect said option one-time each year during the annual open enrollment period for City provided health insurance program.

ARTICLE XV - SEVERANCE PAY

Each employee of the City of Streator, covered by this Agreement, upon retirement shall be entitled to payment for the amount of his/her unused vacation balance plus unused compensatory days based on the employee's regular rate of pay on his/her last day on the job in case of the death of an employee covered by this Agreement, the compensation due the Employee under this Article shall be paid to the Employee's surviving spouse or the Employee's estate.

ARTICLE XVI - UNPAID LEAVES

A. A permanent, part-time or full-time employee in the classified service who, for any reason considered good and sufficient by the city manager, requests a leave of absence without pay may be granted such leave, not to exceed six months.

B. An employee requesting a leave of absence without pay according to this rule shall submit a written request to the city manager, stating the reason(s) the leave is wanted, and the inclusive dates of the leave.

C. An employee's seniority and merit review dates shall be advanced one day for each day the employee is in a leave without pay status.

D. Sick and annual leave credits accorded to full-time employees shall not accrue during the period of an approved leave of absence without pay.

E. Upon return from leave without pay, the employee may be granted any adjustments made in the pay range during absence. In deciding the amount of adjustment, the same implementation instructions that applied to all employees in the class shall be followed.

F. Group medical insurance for full time employees may be continued during leave without pay, provided the employee pays the full monthly premium before each month for which coverage is wanted. Full premium shall include both the employee and city contributions to the plan.

G. Eligible employees shall be required to use accrued sick, annual and compensatory leave before the commencement date of the leave of absence without pay.

ARTICLE XVII - WORKER'S COMPENSATION

Section 1 — Worker's compensation

An employee totally disabled from duty for no more than one (1) year because of an injury found compensable under the provisions of the Worker's Compensation Act shall be entitled to full regular pay (less worker's compensation, Social Security, insurance, or other payments). The employee shall provide evidence all payments received. If the period of disability is greater than one (1) year, the employee will receive accrued sick, annual and compensatory leave according to the employee's regular hourly wage (for full-time employers), to the extent that such combined benefits equal the employee's regular weekly salary, after which the employee will receive the worker's compensation payment only.

Section 2 - Nonaccrual of benefits.

Sick and annual leave credits shall not accrue during an approved disability leave. However, a full-time employee's seniority and merit review date shall be advanced one day for each day the employee is in a disability leave status.

ARTICLE XVIII - LEAVES OF ABSENCE

Section 1 - Bereavement Leave

In the event of death in the immediate family of an employee (spouse, parents, children, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents-in-law, mother-in-law, father-in-law, grandparents), full-time and part-time employees shall be granted three (3) working days off with full pay during the period of bereavement. Funeral leave shall not be stored up or saved for use at a future date.

Section 2 - Military Leave

Employees covered by this Agreement who are members of a reserve unit of the U.S. Armed Services or National Guard shall be allowed military leave with pay and given all benefits provided by this Agreement pursuant to state and federal law.

Section 3. - Jury Duty

Employees called for jury duty shall receive their regular rate of pay during jury duty and will continue to accrue other benefits as a regular and active employee. Employees shall sign over all jury duty pay to the Employer, but will be entitled to keep expense reimbursements paid by the court.

Section 4 — Personal Days

All employees covered by this agreement (full and part-time) shall receive three (3) paid personal days per calendar year, unless an employee currently earns a greater number of personal days annually. No current employee shall suffer a decrease in personal day accrual. Personal days must be used during the twelve (12) month period after they are awarded. If personal days are not used during that period, any unused personal days shall be forfeited. Personal days shall not carry over from year to year. Personal day benefits shall be for the employee's normally scheduled work day, whether full or part-time.

ARTICLE XIX - VACATION LEAVE

Section 1 — Accrual of vacation leave.

A. A full-time, permanent employee in the classified service shall earn paid annual leave in the following amounts for continuous, uninterrupted service as follows:

Starting on the 1st of the month after hire	3.33 hours per month
Starting on the 25th month of employment	6.67 hours per month
Starting on the 37th month of employment	8.0 hours per month
Starting on the 61 st month of employment	10.0 hours per month
Starting on the 121 st month of employment	13.33 hours per month
Starting on the 241 st month of employment and there after	16.67 hours per month

B. Employees may build up to a maximum of one and one-half (1 1/2) times the monthly authorized number of vacation hours times twelve. If the employee builds up more than one and one-half times the authorized number of yearly vacation hours any time during the City's fiscal year these "excess" hours on the books will be lost at the end of the month in which the excess hours were accrued.

C. Leave shall be earned monthly and credited to the employee on the last day of the last pay period of the month.

D. Annual leave shall accrue before an employee's attaining permanent status in the classified service.

E. In computing annual leave, only those months during which an employee is in a paid status three-fourths (3/4) or more of the employee's scheduled regular work days shall be counted.

F. At the time of termination, the annual leave balance remaining in the employee's account shall be compensable at said employee's current pay rate, and such compensation shall be

included in the employee's final check. In no instance will any employee in the City service be paid for annual leave earned, but not taken, except at the time of termination.

G. Part-time employees will not receive or be eligible for vacation leave, except as otherwise provided by the attendance incentive section of the city's personnel manual. Part-time employees who have perfect attendance will be eligible for an attendance incentive pay. Part-time employees who have perfect attendance for the period of May 1 through October 30 shall receive the Thanksgiving Day holiday with pay. Part-time employees who have perfect attendance for the period of November 1 through April 30 shall receive the Memorial Day holiday with pay.

Section 2 - Use of annual leave. (Full-time employees only)

A. Every effort shall be made to ensure that earned annual leave is used on a current yearly basis to provide employees with proper rest and relaxation.

B. Use of annual leave shall not be authorized before the time it is earned and credited to the employee.

C. Except in the case of emergency, all requests for annual leave shall be subject to approval in advance by the Department Head. No less than four (4) hours will be approved except in emergency or exceptional cases and, even in such cases, no less than one (1) hour will be approved.

D. Requests for annual leave for a continuous period over twenty (20) working days may only be granted with the prior approval of the City Manager, such requests shall only be granted when sufficient personnel are available to effectively operate the department.

Section 3 — Buy-Back.

A. Effective upon execution of this Agreement, full-time bargaining unit members may buy back up to eighty (80) hours of vacation each City fiscal year. Said buy back requests must be made in writing and submitted to the City Manager.

B. The provisions of this Article shall not result in a diminution of benefits to any current bargaining unit member.

ARTICLE XX – SENIORITY

Section 1 — Definition

Seniority is the length of an employee's service starting with the first day on which duties are performed. Seniority lists shall be developed for full-time, and part-time employees. Copies of the seniority list shall be distributed to the Union on or before February 1 of each year.

Section 2 — Vacancies

A vacancy shall be defined as a position in the bargaining, which the employer has elected to maintain which is currently open due to resignation, retirement, death or termination. The term "vacancy" shall not apply to any temporary or substitute position resulting from an approved leave of absence.

The employer will post all newly created jobs within the bargaining unit at least five (5) workdays prior to filling the positions. Employees, including employees on layoff, shall have five (5) working days in which to make application for any vacancy or new job posted.

Applicants for the position so posted shall be notified in writing within seven (7) working days after the position has been filled as to whether they were or were not the successful candidate.

All notices of new job and vacancy positions shall state the position and minimum requirement. Applicants who fail to state the provided evidence of such minimum requirements with their application shall not be considered for the posted position.

The employer shall post notices of vacancies in the City Administrative Office.

ARTICLE XXI - RESIDENCY

All full-time employees covered by this Agreement may live within fifteen miles from the intersection of Bloomington Street and Main Street in Streator, Illinois. Part-time employees shall not be required to comply with this residency requirement.

ARTICLE XXII - WAGES

All members of the bargaining unit shall receive the hourly pay shown in Appendix A.

Longevity:

Upon the effective date of this Agreement, current employees covered by this agreement with not less than five years of continuous service shall be eligible for an annual longevity payment of \$55 for each year of continuous service beginning with the completion of the fifth year of service up to and including a maximum of thirty years of continuous service. Employees hired after the effective date of this agreement shall be eligible for longevity payments as provided herein upon the completion of five years of continuous service. Longevity payments shall be made one time annually and shall not be added to an employee's base wage rate.

Part-time employees with at least 10 years of continuous service shall receive \$500 stipends annually at the same time as full-time employees receive their longevity pay, following the achievement of 10 years of service, and every year thereafter with the city; this amount shall be added to base wages.

Longevity pay will be issued on the first payday after November 30th of each year to all current regular full-time employees.

Employees Trained to Perform Non-Bargaining Unit Work

The parties agree that bargaining unit members who have been trained to perform non-bargaining unit work shall be compensated for the actual time spent performing such work at a rate of pay commensurate with the bargaining unit member's years of service in performing the non-bargaining unit work. For example, if a bargaining unit member has been performing a non-bargaining unit task for two (2) years, then she/he would be compensated at the same rate of pay as a non-bargaining unit member who had been performing the same task for two (2) years for the actual time spent performing the task. Bargaining unit members shall not be eligible for this compensation during the period in which they are being trained to perform the non-bargaining unit task. Bargaining unit members shall be eligible to receive this increased compensation only after they have completed training and are capable of independently performing non-bargaining unit work.

ARTICLE XXIII - ALCOHOL AND DRUG POLICY

Section 1 - Policy

The unlawful sale, use, manufacture, distribution, dispensation or possession of a controlled substance or the use of alcohol in the workplace while engaged in any City business is strictly prohibited. It shall not be unlawful for employees to be under the influence of a prescription drug used in accordance with and at the direction of a licensed physician.

Section 2 — Testing Process

A. Testing Circumstances

1. Pre-Employment. Applicants for bargaining unit positions will be tested for drugs before they are employed. Employment is contingent upon a negative test result.
2. Reasonable Suspicion
 - a. A covered employee will be tested for alcohol and/or drugs when there is reasonable suspicion that the employee has violated the prohibitions. A determination that reasonable suspicion exists will be based on specific observations concerning the appearance, behavior, speech, or body odors of the employee for which there are no other reasonable explanations. The observation and determination may only be made by a supervisor trained in detecting the symptoms of alcohol or drug misuse. It is recommended that reasonable suspicion observations also be witnessed by a second trained supervisor. Reasonable suspicion alcohol testing is authorized only if the required observations are made during, just preceding, or just after the period of the workday when the covered employee is performing a safety-sensitive function.

b. Reasonable suspicion determination(s) must be documented. The document must be completed and signed by the supervisor within two hours of the observed behavior or before the results of the test are released, whichever is later. Reasonable suspicion alcohol testing must be conducted within two hours following the determination of reasonable suspicion, except that any delay in testing caused by the employee in either reporting for testing or producing a sample will toll the time period herein. If not, the supervisor must document in writing why the test was not conducted. If reasonable suspicion alcohol testing is not conducted within eight hours after the determination of reasonable suspicion, the supervisor must cease attempts to conduct the test, document in writing why the test was not administered.

c. An employee so directed for testing will immediately report for testing upon receipt of this direction by the employer. Covered employees may not be returned to their duties the performance of safety sensitive functions until cleared by a negative reasonable suspicion test.

3. Post-Accident

a. As soon as practicable following an accident in a commercial motor vehicle while on duty in which there is a fatality or the driver receives a moving vehicle citation arising from the accident the covered employee will be tested, both for alcohol and drugs. As soon as practicable following the accident, the covered employee must contact his/her supervisor to explain that he/she was involved in an accident. The employee must inform his/her supervisor if any type of alcohol or drug tests was/were administered. The supervisor must contact the testing facility and schedule an appointment for the employee to be tested for whichever test(s) had not been administered immediately upon the employee's return. A covered employee subject to post-accident testing must not use alcohol for eight hours following the accident, or until he/she undergoes an alcohol test, whichever occurs first.

b. If the alcohol test is not administered within two hours following an accident, the employee's Department Head, supervisor or City Manager must document in writing why the test was not promptly administered. If the alcohol test is not administered within eight hours following an accident, attempts to administer the test must cease and the department must document in writing why the test was not administered, except that any delay in testing caused by the employee in reporting for testing, reporting the accident or producing a sample for testing will toll the time period herein. If a drug test is not administered within 32 hours following the accident, attempts to administer the test must cease and the department, supervisor or City Manager must document in writing why the test was not administered, except that any delay in testing caused by the employee in reporting for testing, reporting the accident or producing a sample for testing will toll the time period herein. A covered employee subject to post-accident testing

shall remain readily available for testing or will be deemed by the City to have refused to submit to testing. Such refusal is treated as if the employee received a positive test result.

4. Functional Impairment. Employees must notify their supervisors if they are using a substance, either administered by a physician or over the counter, which may impair their ability to function on duty.

B. Testing Facility. All specimen samples for required tests will be collected at an approved testing facility.

C. Test Protocols

1. Alcohol. The alcohol test will be conducted using an evidential breath testing device (EBTD) or any other DHHS approved testing method. The alcohol test is generally a two-part process; a screening test and a confirmation test. If the screening test results in a negative reading, no further tests are required. However, a positive result on a screening test will require a confirmation test 15-20 minutes later. No adverse action will be taken against an employee without a positive confirmation test.

2. Drugs. The drug test will be urine test or any other DHHS approved testing method for the following drugs: amphetamines, cannabinoids (marijuana), phencyclidine (PCP), cocaine, and opiates. Split-sample collection techniques will be used. When the test of the primary specimen is negative, the laboratory disposes of the split sample. When the test of the primary specimen is confirmed positive, the laboratory continues to hold the split sample for a year to ensure that it remains available for a second test. The Medical Review Officer (MRO) will notify each employee who has a confirmed positive test that the employee has 72 hours in which to request a test of the split sample. If the MRO is unable to contact the employee, the MRO will contact the City Manager who will, in turn, contact the employee and direct him/her to contact the MRO within 24 hours. If the employee requests a test of the split sample, the first laboratory is required to ship the unopened split sample to a second Department of Health and Human Services (DHHS)-approved laboratory for testing. If the test of the split sample fails to confirm the presence of a drug, the entire test is canceled. The employee will pay the cost of split sample testing, and will be reimbursed.

3. Prescription Drugs. At the time of the testing, the employee shall notify the testing facility of any prescription drugs that the employee is taking and shall provide a copy of said prescriptions to the testing facility within 24 hours of testing.

D. Test Results

1. Alcohol tests are read at the testing facility and are immediately available to the employee. Supervisors will be notified by phone of the test results. The testing facility will forward the follow-up test result written confirmation to the City Manager, or

Designee. The results of drug tests will not be available until the completion of the testing and evaluation process.

2. If the alcohol test is positive, the supervisor will make transportation arrangements for the employee. The City will make transportation arrangements to and from the testing facility for all employees directed for testing.

3. The MRO will work directly with the employee to ascertain if there was a legitimate reason for the positive test prior to the test results being considered and reported to the supervisor as positive.

E. Record Keeping. The City Manager will prepare and maintain records of the alcohol and drug testing program; access to these records will be controlled.

1. To preserve employee confidentiality, the City Manager or Department Head will not release information pertaining to alcohol or drug testing of a covered employee, except as required by law or expressly authorized in writing by the employee.

2. A covered employee is entitled, upon written request, to obtain copies of or have distributed any records pertaining to the alcohol and drug testing program.

3. Records will be made available to a subsequent employer upon receipt of a written request from a covered or previously covered employee.

4. The City Manager may disclose information required to be maintained under Department of Transportation (DOT) rules to the decision-maker in lawsuits, complaints, grievances, or other proceedings initiated by or on behalf of a covered or previously covered employee arising from the results of an alcohol or drug test.

F. Costs of Testing. The City shall pay all costs of testing for drugs and/or alcohol required by this policy. If any employee or applicant requests a re-test of a sample in order to challenge the results, the employee shall pay all costs of the re-test. However, if the re-test reverses the findings of the challenged positive test, the City shall reimburse the individual for the costs of the re-test.

Section 3 - Education and Training

A. The City will provide educational materials and training that explain the requirements of the Federal law and City policies and procedures concerning the alcohol/drug testing program.

B. Each covered employee will sign a receipt stating that he/she has received a copy of the program materials. The City Manager will or cause to be maintain the original of the signed receipt and will provide a copy to the covered employee.

C. Supervisors who are authorized to determine the existence of reasonable suspicion will receive training on alcohol misuse and training on drug misuse. This will cover the physical, behavioral, speech, and performance indicators of probable alcohol and drug misuse.

Section 4 – Rehabilitation

An employee, who, for the first time, is subject to discipline for being under the influence of alcohol or illegal drugs, or abusing prescription drugs, after employer mandated testing may, in lieu of discharge, elect to participate in a residential rehabilitation program selected by the employer. In such cases, the severity of the disciplinary action taken by the Employer shall not exceed a 30 day suspension without pay. An employee who elects to participate in a residential rehabilitation program must provide the Employer with written evidence of successful completion of the residential aspects of the program and/or evidence from an after care treatment facility or continued participation in any recommended treatment. If an employee voluntarily enters a residential rehabilitation program selected by the Employer prior to being required to submit a specimen for testing, such entry shall not constitute cause for disciplinary action.

Section 5 - Discipline and Discharge

Employees found to be selling, possessing, purchasing or delivering illegal drugs while on duty or on Employer property shall be subject to immediate discharge. Employees found to be under the influence of illegal drugs in accordance with the testing procedure set forth in the Article for the first time may be disciplined up to a 30 day suspension without pay if the employee seeks treatment as provided in Section IV of this Article. Employees found to be under the influence of illegal drugs in accordance with the testing procedures set forth in this Article for a second time and those employees refusing to participate in treatment programs as provided in this Article as well as those employees who refuse to submit to testing, shall be subject to immediate discharge. Additionally, employees found to be intentionally tampering with, causing another person to tamper with, another person to substitute for a urine and/or blood specimen shall be subject to immediate discharge.

Section 6 - Tuition and Book Reimbursement Program.

A. All regular full-time employees, who have completed their initial hire probationary period, are eligible to participate in the Tuition Reimbursement Program. To be eligible for this program employees must enroll in courses that are related to their current job, or are required for a degree that is related to their job. Once registered, the employee must submit an application for tuition reimbursement prior to the start of the course. The form is contained in Appendix F. It must be submitted to the Department head at least two (2) weeks prior to registering for each course. The Department Head and the City Manager must approve the application. Approval shall be based on the employee's performance record, the need for this training and requirements and needs of the City.

B. Employees who enroll in an accredited course of studies in their related field or subject shall have the tuition, lab fees, and books reimbursed per the following:

Grade of A	100% reimbursement
Grade of B	75% reimbursement
Grade of C	50% reimbursement
Lower than a Grade of C	0% reimbursement

C. All reimbursements will be made after an original of the final grade report along with receipts for the purchase of new or used books have been submitted to the Department Head.

D. In the event employees who receives reimbursement per this section leaves the employment of the City, for any reason, prior to completing four (4) years of service after the completion of educational program for which they were reimbursed they shall pay back to the City the following percentages of their reimbursement:

No. of Months After Ending Education that Employment was Ended	Percent of Payback of Cit Reimbursement
Less than 12	100%
12 or more but less than 24	75%
24 or more but less than 36	50%
36 or more but less than 48	25%

E. The limited funds budgeted for tuition assistance dictate that they be distributed judiciously and only to employees whose commitment to the City is firm. Therefore, in order to affect a reasonable control, the Department Head may reject a request for reimbursement of education expenses based solely on the availability of funds at the time. Under such circumstances the employee is encouraged to resubmit the request during the following fiscal year.

The City will not reimburse an employee for education expenses if the employee is eligible for reimbursement from any other organization. Examples of such programs are grant-in-aid, partial scholarship, and G. I. Bill benefits. The City will not reimburse tuition expenses if the employee is classified in a position receives some form of educational incentive pay.

Section 7 - Attendance Incentive, Full Time Employees:

Full time employees who do not lose time as a result of illness, on the job injury, or as a result of disciplinary action for the period of January 1 through June 30 shall receive attendance incentive pay of \$ 100.00. A full time employee with perfect attendance for the period of July 1 through December 31 shall also receive attendance incentive pay of \$ 100.00.

Section 8 — Clothing Allowance

This benefit is available to full and part-time employees. The City agrees to purchase four (4) shirts per calendar year, not to exceed \$40 per shirt, or \$ 160 total.

ARTICLE XXIV - EFFECT OF THE AGREEMENT

Section 1 - Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through written mutual consent of the parties.

Section 2 - Savings Clause

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

Section 3 - No Strike/No Lockout

During the term of this Agreement, employees represented by the Union shall not participate in a strike or concerted action in whole or in part. Employees represented by the Union shall not, during the term of this Agreement, participate in a concerted action, which will disrupt the normal or extracurricular activities of the City. During the term of this Agreement, the employer agrees it will not lockout employees.

Section 4. - City's Personnel Policy

On issues which this Agreement does not address either directly or indirectly, the terms of the employer's personnel policy, as modified from time to time, shall apply. However, in any case this section shall not provide any economic or benefit increase over that contained in this Agreement to the employees covered by this agreement.

Section 5. — Duration

This Agreement shall become effective as of October 1, 2024 as of execution and shall expire on September 30, 2028.

This Agreement is signed this _____ day of _____, 2024.

CITY OF STREATOR

LABORER'S INTERNATIONAL UNION,
LOCAL 393

David S. Plyman
City Manager

Kevin Dale

Patricia Henderson
City Clerk

APPENDIX A – Insert Wage Schedule here

APPENDIX B – GRIEVANCE FORM

(Use additional sheets if necessary)

Department: _____ Date Filed: _____

Grievant's Name:

Last Name First Name

STEP ONE

Date of Incidence or Date Knew of Facts Giving Rise to Grievance:	
Article(s) and Sections of Contract Violated:	
Briefly state the facts:	
Given To:	Date and Time:
Grievance Signature:	Union Representative Signature:
Department Head Response:	
Department Head Signature:	Date and Time:
Person to Whom Response Given:	Date and Time:
Reason for Advancing Grievance:	
Given To:	Date and Time:
Grievance Signature:	Union Representative Signature
City Manager's Step Two Response:	
City Manager's Signature:	Date and Time:

APPENDIX C

Insert US Dept. of Labor FMLA forms here