AGREEMENT BETWEEN

THE CITY OF CARBONDALE, ILLINOIS

AND

GENERAL TEAMSTERS, AUTOMOTIVE, PETROLEUM AND ALLIED TRADES

LOCAL UNION NO. 50

AFFILIATED WITH

THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

MAY 1, 2015 THROUGH APRIL 30, 2019

AGREEMENT BETWEEN
THE CITY OF CARBONDALE, ILLINOIS
AND
GENERAL TEAMSTERS, AUTOMOTIVE, PETROMEUM
AND ALLIED TRADES LOCAL UNION NO. 50
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

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AND
GENERAL TEAMSTERS, AUTOMOTIVE, PETROLEUM
AND ALLIED TRADES LOCAL UNION NO. 50
AFFILIATED WITH THE INTERNATIONALBROTHERHOOD OF TEAMSTERS

This Agreement made and entered into the _____ of _____, 2015 by and between the City of Carbondale, Illinois, a municipal corporation of the State of Illinois, hereinafter called CITY, and General Teamsters, Automotive, Petroleum and Allied Trades Local Union No. 50, affiliated with the International Brotherhood of Teamsters, hereinafter called UNION,

Witnesseth:

Words in this agreement importing the masculine gender may be applied to the female gender and those importing the feminine gender may be applied to the male gender.

ARTICLE I - RECOGNITION

The CITY recognizes the UNION as the exclusive bargaining agent for all employees of the Cemetery, Street Maintenance, and Refuse and Recycling Services Divisions of the Department of Public Works of the CITY of Carbondale, excluding clerical and office personnel, working foremen and other supervisors, probationary, and temporary employees. Also excluded shall be all employees funded with Federal or State Manpower-type funds.

ARTICLE II - UNION MEMBERSHIP

Section 1: It is recognized that the CITY shall have the right to hire all employees; however, all employees who at the date of execution of this Agreement are members of the UNION should be required to maintain such membership in good standing during the term of this Agreement. All other employees eligible for membership in the UNION should be required to join the UNION within thirty (30) days following the date of the execution of this Agreement or on the day following the date of the termination of their probation, whichever is later, and should be required to maintain such membership in good standing as a condition of continued employment.

Section 2: Upon receipt of a lawfully executed written authorization from an employee,

which may be revoked in writing at any time, the CITY agrees to deduct the regular monthly UNION dues from the employee's pay and remit such deductions by the fifteenth (15th) day of the succeeding month to the official designated by the UNION, in writing, to receive such deductions. The UNION will notify the CITY in writing of the exact amount of such regular membership dues to be deducted, and no authorization shall be allowed for payment of initiation fees, assessments, or fines. The UNION agrees to indemnify and hold the CITY harmless against any and all claims, suits, orders or judgments brought or issued against the CITY as a result of any action taken or not taken by the CITY under the provisions of this section.

Section 3: Fair Share. During the term of this Agreement, employees who are not members of the UNION shall, commencing sixty (60) days after their employment, pay a fair share fee to the UNION for collective bargaining and contract administration services rendered by the UNION as the exclusive representative of the employees covered by this Agreement, provided said fair share fee shall not exceed the dues attributable to being a member of the UNION. Such fair share fees shall be deducted by the CITY from the earnings of non-members and remitted to the UNION with the same frequency and in the same fashion as dues payments. The UNION shall periodically submit to the CITY a list of the employees covered by this Agreement who are not members of the UNION and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit. The fair share fee should be uniform for each employee subject to the obligation to pay a fair share fee. The UNION may change the fixed uniform dollar amount that will be considered the regular monthly fair share fee once each calendar year during the life of this Agreement. The UNION will give the CITY thirty (30) days notice of any such change in the amount of the fair share fee.

The UNION agrees to assume full responsibility to insure the constitutional rights of fair share fee payors. Accordingly, the UNION agrees to do the following:

1. Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.
2. Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share fee payors can object to the amount of the fair share fees.

3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payors to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the UNION with respect to fair share fee payors as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bonafide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

Union Indemnification. The UNION shall indemnify, defend and save the CITY harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the CITY in complying with the provisions of this Article. If an improper deduction is made, the UNION shall refund directly to the employee any such amount.

ARTICLE III - PROBATIONARY EMPLOYEES

Section 1: New employees shall be considered probationary employees for the first twelve (12) months following their date of hire. The CITY shall be the sole judge whether a probationary employee shall be continued in employment during the first twelve (12) months, provided, however, that if in CITY'S judgment an additional time period shall be required to evaluate a probationary employee, the CITY may extend the probationary status of an individual employee for a period of time not to exceed two (2) additional months. Due notice of such extension shall be afforded to the employee and to the UNION. The employee is considered a regular employee if said employee is retained following the probationary period. A probationary employee shall be considered a member of the bargaining unit and receive wages and benefits as provided in this Agreement following six months from date of hire.

Section 2: An existing employee who is a member of the bargaining unit and who is transferred to a different job classification in the bargaining unit, shall remain in the bargaining unit and shall be compensated for that job classification as provided in this Agreement; however,

said employee shall be required to serve a six (6) month transfer probationary period. During the transfer probationary period, the CITY shall have the sole discretion in determining whether the employee should be retained in the new job classification or returned to his previous job classification. If, in the CITY's judgment, an additional time period is required to evaluate said employee in the new classification, the CITY may extend the transfer probationary status of an individual for a period of time not to exceed two (2) additional months. Due notice of any extension of a probationary period shall be afforded to the employee and to the UNION. Nothing in this section shall be construed to limit or alter the CITY's right to discipline, suspend or discharge an employee for just cause as otherwise provided in this Agreement.

Section 3: An existing employee who has not completed the probationary period for his current job classification pursuant to Section 1 of this Article III and is transferred to a different job classification shall become a member of the bargaining unit and shall be compensated for his/her job classification as provided in this Agreement after said employee has been employed by the CITY in a position covered by this Agreement for a period of six (6) consecutive months. Said employee shall be required to complete a six (6) month transfer probationary period for the new job classification to which the employee was transferred. During the transfer probationary period, the CITY shall have the sole discretion in determining whether the employee should be retained in the new job classification or returned to his previous job classification. If, in the CITY's judgment, an additional time period is required to evaluate said employee in the new job classification, the CITY may extend the transfer probationary status of said employee for a period of time not to exceed two (2) additional months. If the CITY determines that said employee should be returned to his/her previous job classification, said employee shall be required to complete a total probationary period of six (6) months in that classification. Any time previously served on probation in that classification shall be included in determining whether the employee has completed a six (6) month probationary period. The CITY shall be the sole judge as to whether said probationary employee shall be retained. If, in the CITY's judgment, an additional time period is required to evaluate said employee in that classification, the CITY may extend the probationary status of an individual for a period of time not to exceed two (2) additional months. Due notice of any extension of a probationary period shall be afforded to the employee and to the UNION. Nothing in this Section shall be construed to limit the CITY's ability or right to discipline, suspend or discharge an employee for just cause as otherwise

provided in this agreement.

ARTICLE IV - SENIORITY

Section 1: Seniority shall be defined as an employee's continuous length of service with the CITY in capacities covered under Article I of this Agreement. Employees who commenced service on the same day shall be placed on the seniority list by the drawing of lots. In the event of a lay-off or other reduction of forces, the employee with the least seniority shall be laid off first and the employee with the greatest seniority shall be last.

Section 2: Teamster I vacancies created by a termination, resignation, retirement, an IMRF approved disability, or by an employee transferring out or bidding out of a position within the Teamster I assignments of the Street Maintenance, Street Cleaning, Traffic, Cemetery or Refuse and Recycling crews shall be filled on the basis of bargaining unit seniority providing the bidding employee is in a position covered by this agreement and has sufficient qualifications to perform the duties of the position in question.

If an employee exercises his/her seniority and bids into a position, said employee shall be given a trial period of six (6) months, and after this period, if in the CITY's judgment the employee does not have the ability to perform the duties of such position, said employee shall be returned to his/her previous position. During the first three months of the trial period, the employee may elect to return to his/her previous position; however, said employee shall be excluded from the bidding process for a period of twelve (12) months from the date of returning to that position.

Section 3: Seniority shall be terminated by voluntary severance of employment, by discharge for just cause, by absence or layoff in excess of twenty four (24) months; by failure to report for work on or prior to the expiration of an approved leave of absence; by failure of an employee to report for work after a layoff within ten (10) working days after being notified by registered letter or telegram by the CITY at the employee's last known address as shown by the records of the CITY, unless the employee has obtained permission from the CITY to report at a later date; by absence of an employee for three (3) consecutive days without notifying the CITY.

ARTICLE V - VACATIONS

Employees shall receive eighty (80) hours of vacation with pay after one (1) year of

service. Each employee who has completed five (5) years of full-time and continuous employment shall be granted one hundred & twenty (120) hours of vacation, and each employee who has completed ten (10) years of continuous employment with the CITY shall be entitled to one hundred & sixty (160) hours of vacation annually. Employees may accumulate vacation to a maximum of one and one-half (1 1/2) times the amount of vacation earned in one (1) year. Earned vacation in excess of the accumulated total shall be lost and unavailable to the employee. Vacation shall be granted for use every six (6) months on increments equal to one-half of the annual vacation time earned.

Any employee who is separated from CITY employment shall be compensated cash for all unused vacation time accumulated, at the regular rate of pay at the time of separation. When the separation from employment is by voluntary resignation, the employee shall give the CITY at least two (2) weeks notice.

Employees may take up to a total of twenty-four (24) hours emergency vacation, with a minimum usage time of two (2) hours. In addition, an employee may take one (1) days vacation (8 hours) with three (3) days notice, and up to one (1) weeks vacation (40 hours) with five (5) days notice. These short notice vacations may not be used adjacent to holidays and may not be cancelled once requested. All other vacations shall be scheduled with the normal two (2) week notice to the employer as required by the Human Resources Department. Employees still must notify the Maintenance and Environmental Services Manager before they may use vacation time without the normal two (2) week notice. The Maintenance and Environmental Services Manager may deny an employee's request for vacation leave based on the good of the service.

ARTICLE VI - HOLIDAYS

Section 1: All employees shall have the following holidays with pay.

New Year's Day	July 4
Martin Luther King's Birthday	Labor Day
Presidents Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day-After-Thanksgiving
Christmas Day	

In the event there is discrepancy concerning the day a holiday is to be celebrated, for the

purpose of this contract, all holidays will be celebrated on the day designated by the State of Illinois.

Section 2: Double time at the basic hourly rate shall be paid employees over and above the regular pay that they receive for each of the holidays worked as listed in Section 1 of this article. On the Day-After-Thanksgiving Holiday listed above, a full Refuse and Recycling crew will be required to work and shall be compensated in accordance with this Section.

EXAMPLE 1: Where the employee does not work on the holiday.

Base Hrs.	Sick Hrs.	Vac. Hrs.	Hol. Hrs.	Fnrl. Hrs.	Other Hrs.	Spec. Hrs.	Sub-Total	Ovtm. Hrs.	Dbltm. Hrs.	Grn. Tot.
72	---	---	8	---	---	---	80	---	---	80

EXAMPLE 2: Where the employee works eight (8) hours on the holiday.

Base Hrs.	Sick Hrs.	Vac. Hrs.	Hol. Hrs.	Fnrl. Hrs.	Other Hrs.	Spec. Hrs.	Sub-Total	Ovtm. Hrs.	Dbltm. Hrs.	Grn. Tot.
72	---	---	8	---	---	---	80	---	8	88

Section 3: Each employee covered by this contract shall be entitled to one (1) day off during each year of this contract for the employee's birthday. The employee shall be entitled to the day off on his birthday, or thereafter, as determined by the employee's supervisor.

Section 4: In order to receive a holiday with pay, an employee must work the last scheduled work day prior to and the day following the scheduled holiday unless the employee is on approved paid vacation or sick leave. An employee who is on injury leave, leave covered by workers compensation or leave without pay shall not receive holiday pay.

ARTICLE VII - OVERTIME

Time and one-half at the basic hourly rate shall be paid for all hours worked after eight (8) hours in each day and after forty (40) hours in each week.

ARTICLE VIII - CALL OUTS

Employees shall provide the CITY with one telephone number by which they may be contacted for emergency call outs and shall make themselves reasonably available for emergency call outs. An employee called upon to work outside of his regular scheduled hours of work shall report to work as soon as possible, but in no event later than one (1) hour after said notification

and shall be paid at a minimum of two (2) hours pay at prevailing overtime rates. If the work he is called to do can be completed in less than two (2) hours, he shall not be required to do other work to complete two (2) actual hours of work. However, if an employee is called back to duty for overtime less than two (2) hours before the start of his working shift, he shall receive overtime pay for work performed from the time he reports to duty to the start of his working shift only. If an employee's working shift is extended so that said employee works more than eight (8) consecutive hours in any one day, said employee shall be paid at the overtime rate for all time in excess of eight (8) hours in accordance with Article VII. Readily available employees shall be called back to work outside of their regularly scheduled hours of work based on their seniority provided that in the opinion of the Supervisor the employee is qualified to perform the overtime work. When determining which employee is qualified to perform the overtime work, the CITY may first call out employees assigned to the Traffic crew for traffic related work, employees assigned to the Cemetery crew for cemetery related work, employees assigned to the Street Cleaning crew for street cleaning work, employees assigned to the Refuse and Recycling crew for refuse and recycling work and for employees assigned to the Street Maintenance crews for street maintenance related work.

The readily available employee with the least amount of seniority shall be required to work overtime to meet the CITY'S needs as determined solely by the CITY in the event that readily available employees with greater seniority do not wish to work the overtime hours.
Ongoing work that requires employees to continue to work beyond their regularly scheduled shift without interruption is not considered a call out and may be completed by the employees performing said ongoing work.

ARTICLE IX-LEAVE

A. Sick Leave: Each employee shall earn sick leave with pay at the rate of eight (8) hours of sick leave for each month of service to a maximum of ninety six (96) hours in each fiscal year. The sick leave need not be used within a specified leave year, but may be accumulated indefinitely. Provided however, that employees hired after May 1, 1986 shall be allowed to accumulate Sick Leave to a maximum of seven hundred & twenty (720) hours only.

Sick leave may be granted for any of the following reasons: personal illness or physical incapacity resulting from causes beyond the employee's control; illness of a member of the

employee's household that required the employee's personal care and attention; enforced quarantine of the employee in accordance with community health regulation; or to keep a doctor's or dentist's appointment.

The CITY may require sufficient proof for the use of sick leave. All absences due to illness or injury which result in an absence of three (3) or more days shall be substantiated by a written statement by a licensed medical doctor certifying that the employee's condition prevented him from performing the duties of his position. The City will accept documentation from a doctor as defined in the Illinois Medical Practice Act of 1987, the Illinois Optometric Practice Act of 1987, the Podiatric Medical Practice Act of 1987 or the Illinois Dental Practice Act. The CITY will normally not require a doctor's certificate for absences of less than three (3) days, unless there is a reasonable suspicion of abuse. Errors of fact or omission which present an incorrect statement of justification for absence may be considered as cause for disciplinary action.

B. Injury Leave: Employees who are otherwise eligible for sick leave accumulation and are injured on the job, shall be paid to the extent of ninety (90) working days for each new and separate injury, in addition to and prior to the use of sick leave accumulations except as provided hereafter in this section. After all injury leave is used, the employee may elect to use any sick leave or vacation due him at the time of the injury.

1. Use of Injury Leave: The employee's eligibility for payment of injury leave will be based on the determination of the CITY'S Worker's Compensation insurance carrier if such employee is eligible for Worker's Compensation payments. Such employee, if eligible for Worker's Compensation, shall be paid the difference between his actual wages and that received from the Worker's Compensation insurance carrier. Provided, however, that the CITY will not pay injury leave to any employee unless the employee provides documentation from a licensed medical doctor that an injury exists. Should a question arise concerning the employee's ability to return to work, the employee shall submit documentation concerning the injury from a licensed medical doctor.

2. Period Not Covered by Worker's Compensation: Charges shall be made against sick leave accruals for the three (3) day waiting period not covered by the State Worker's Compensation Act.

3. Use of Sick Leave and Vacation: After the payment and use of sick leave, charges

shall be made against sick leave accruals, if any and an employee may elect to use his accumulated vacation after sick leave accrual is used.

4. Contested Injuries: Charges may be made against sick leave accrual, if any, in any case the CITY is contesting that the injury occurred on the job. In the event that the state determines in favor of the employee, sick leave so charged shall be recredited to the employee's sick leave accrual balance and all payments in excess of the difference between his actual wages and that received from the state shall be recoverable by the CITY and deducted for future payments to the employee under Injury Leave. In the event eligibility for payment is denied by the state, the employee shall be eligible to utilize sick leave accruals, if any, retroactive to the date of his injury, and for vacation leave.

5. In all cases where an employee is receiving Workmen's Compensation payments, and where an employee has used his entire NINETY (90) working days of injury leave, sick leave may be used in an amount equal to the difference between the regular pay of the employee and his Workmen's Compensation payments until the employee's sick leave credits expire or he returns to work.

C. Military Leave: Military Reserve Training or Emergency National Guard Service. A regular employee who has completed his probationary period
who is a member of any reserve component of the United States armed forces will be allowed leave of absence for required training or duty without loss of pay for a period not exceeding fifteen (15) working days during any one (1) calendar year.

In the event that the time of such training is optional, the time shall be designated at the discretion of the CITY. All employees who are members of the National Guard shall be entitled to military leave of absence for not to exceed thirty (30) days in any calendar year from their CITY duties on days during which they shall be engaged in field training ordered or authorized and on the days when they are called into the actual service of the State by the Commander in Chief. An employee on military leave shall receive his regular pay check. All salaries and fees received by an employee on military leave up to that amount paid as salary by the CITY, (other than meal or travel allowances) shall be paid to the CITY. A copy of the employee's orders must be submitted to the Personnel Department before any request for military leave with pay shall be granted.

D. Civil Leave: Any employee shall be given necessary time off without loss of pay

when performing jury duty or when performing emergency civilian duty in connection with the national defense. In the case of an employee performing jury duty, all fees received (other than meal or travel allowances) shall be returned to the CITY. No employee shall be required to work overtime when that overtime work would prevent said employee from voting in a local, state or national election.

E. Posting Requirements: The CITY's Human Resources office will provide each member of the bargaining unit with a semi-annual report of their accumulated leave which shows the amount of sick and vacation leave accumulated. The UNION agrees that the Human Resources Department will not provide the above-listed information to any member at any other time during the fiscal year.

F. Leave Without Pay: The City Manager may grant a regular employee leave without pay for a period not to exceed one year when it is in the interest of the CITY to do so. The employee request shall be considered when he has shown by his record to be of more than average value to the CITY and where it is desirable to retain the employee even at some sacrifice. During the employee's approved leave of absence, his position may be filled by limited-term appointment, temporary promotion, or temporary reassignment of any employee. At the expiration of the leave without pay, the employee has the right to, and shall be reinstated to, the position he vacated if the position still exists; or, if not, to any other vacant position in the same class. Approved leave without pay shall not constitute a break in service.

G. Bereavement Leave: Three (3) days leave with pay, within two (2) weeks of the family member’s death, shall be granted an employee to arrange for, travel to, and attend the funeral or comparable services of a member of his or her immediate family or member of his/her household. Immediate family shall include spouce, children, siblings, parents, grandparents, grand-children, great-grandparents, and in-laws of the current marriage, in the same order. Also to be included are step-parents, step-brothers, and step-sisters of the current marriage and legally adopted children. In extenuating circumstances, additional leave for bereavement may be approved with the use of vacation, sick, or leave without pay. Household includes anyone maintaining a family relationship living in an employee’s home. Bereavement pay will only be granted upon verification of relationship and proof of death. Abuse of this leave could lead to disciplinary action. .

H. Requirements for Continuity of Service: Service requirements for advancement in

pay, for vacation and sick leave, shall have the implication of continuous service which means employment in the CITY service without break or interruption. All leaves of absence with pay and approved leaves without pay of two (2) normal weeks or less shall not interrupt continuous service nor be deducted therefrom. Absences on leave without pay in excess of two (2) normal work weeks, except for extended service with the Armed Forces of the United States, shall be deducted in computing total service but shall not serve to interrupt continuous service.

I. Notification Requirements: Any employee who will be absent from the regular shift to which he has been assigned shall notify the Maintenance and Environmental Services Manager or his designee not later than at or before the time when he is expected to report to work. Failure to so notify, except under extenuating circumstances which may be approved by the Director of Public Works, shall cause the loss of right to claim sick leave (or any other type of leave) for such absence and, if occurring repeatedly, shall be cause for disciplinary action.

ARTICLE X - GRIEVANCE PROCEDURE

Section 1. Steps of Procedure. In case of any disagreement arising between the employer and an employee under this Agreement, such disagreement shall be resolved in accordance with the steps listed below. The grievance must be submitted to the Maintenance and Environmental Services Manager in writing and signed and dated by the grievant within ten (10) business days of the occurrence giving rise to the grievance or within ten (10) business days that the employee should reasonably have become aware of the occurrence. For purposes of this Article, business days shall be considered Monday through Friday and shall exclude holidays during which the City is closed for normal business.

STEP ONE: The grievance shall be submitted to the Maintenance and Environmental Services Manager and an attempt made to reach a settlement. The Maintenance and Environmental Services Manager shall render his decision by within five (5) business days after the grievance is presented to him.

STEP TWO: If no settlement is reached in STEP ONE, the grievance shall be reduced to writing and presented to the Director of Public Works within five (5) business days from the date of the Maintenance and Environmental Services Manager's decision and further attempt will be made to reach a settlement. The Public Works Director shall render his decision within ten (10) business days after the grievance is presented to him.

STEP THREE: If no settlement is reached in STEP TWO, the grievance shall be presented within ten (10) business days by the Business Manager or his representative to the City Manager. The City Manager or his representative shall meet with all interested parties within seven (7) business days after the appeal from STEP TWO. A copy of the City Manager's decision shall be submitted to all concerned parties within five (5) business days of said meetings.

STEP FOUR: If the grievance is not settled in STEP THREE, either party shall have the right to request arbitration by giving notice to the Federal Mediation and Conciliation Service requesting a list of arbitrators who are members of the National Academy of Arbitrators who reside in Illinois or the Eastern Division of Missouri with a copy of the letter being sent to each of the parties. Such notice shall be given within forty-two (42) days of the City Manager's decision or the grievance shall be considered settled. Within five (5) business days after receiving the list, the parties will meet and alternately strike from the list until one (1) name remains. He shall be the arbitrator. The decision of the arbitrator shall be final and binding upon the CITY and the UNION and the expenses of the arbitration hearing, other than witness fees, shall be shared equally by the two (2) parties.

Section 2: Arbitration Limitations. Arbitration as defined in this Article shall be limited to disputes or differences between the CITY and the UNION as to actual disputes concerning the interpretation or application of any provision of this Agreement, and the arbitrator referred to in this Article shall have no power to add to or to change the provisions of this Agreement.

Section 3. Nothing in this Agreement is intended to prohibit the Employer from processing a grievance through the grievance procedure up to and including arbitration.

ARTICLE XI - DISCIPLINE

Section 1. Retention of Rights. Except as stated in this article, the CITY, as a part of its management's rights under Article XVI, retains the right to discipline, suspend and discharge employees for just cause (probationary employees without cause). The CITY shall, though, notify an employee of any discipline within ten (10) working days of the date of the occurrence giving rise to the discipline, or within ten (10) working days of the date that the CITY has completed its investigation of the occurrence.

Section 2. Unexcused Absences or Abuse of Sick Leave. In order to reduce the number of

unexcused absences and/or the possible misuse of sick leave, employees may be disciplined based on their annual attendance (using the anniversary date of this contract) as follows:

First unexcused absence and/or abuse of sick leave - oral warning;

Second unexcused absence and/or abuse of sick leave - written warning;

Third unexcused absence and/or abuse of sick leave - suspension up to five (5) days;

Fourth unexcused absence and/or abuse of sick leave - subject to termination.

Each and every day constitutes a new unexcused absence.

ARTICLE XII - NO STRIKE PLEDGE

Section 1: Neither the UNION nor any officers, agents or employees will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, secondary boycott, slowdown, speedup, sitdown, concerted stoppage of work, concerted refusal to perform overtime, mass absenteeism, or any other intentional interruption or disruption of the operations of the CITY, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the CITY, and the only issue that may be raised in any proceeding in which such discipline or discharge is challenged is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent. In addition, in the event of a violation of this Article, the UNION agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 2: The CITY will not lock out any employees during the term of this Agreement as a result of a labor dispute with the UNION.

ARTICLE XIII - UNIFORM CLAUSE

Section 1: The CITY agrees to provide each employee with a uniform, glove and safety shoe allowance of $850 each Fiscal Year for the express purpose of acquiring uniforms, gloves and ASTM/ANSI compliant steel toed safety boots. Said uniform shall consist of the designated shirt with the City Crest, appropriate pants (including approved blue jeans), gloves and ASTM/ANSI compliant safety boots. The uniform allowance shall be payable to each employee employed and working for the CITY on the first day of May of the respective fiscal year. Said allowance shall be paid along with the first regular pay check received on or after May 10th of

the respective fiscal year; uniform allowances shall be paid by a separate check.

Uniforms shall be worn by all employees while on duty. Specifications for said uniforms that will apply during the term of this contract shall be posted by the Director of Public Works no later than one (1) week after adoption of this contract. Failure to wear such uniforms may subject the employee to discipline, up to and including dismissal.

ASTM/ANSI compliant steel toed safety shoes shall be worn by all employees while on duty. The failure to wear such shoes will subject the employee to discipline, up to and including dismissal.

Section 2: The CITY further agrees to acquire and maintain foul weather gear sufficient to meet the needs of the employees on the job. Each employee shall be assigned said foul weather gear and be responsible for its maintenance and for its return after use to the CITY for its safekeeping. The CITY agrees to replace foul weather gear based on normal wear and tear.

Section 3: Employees who receive the monies provided for in this Article, but who leave employment with the CITY prior to September 1 of that same year shall repay to CITY the monies received in accordance with the following schedules:

Departure Date	Percentage to be Repaid
Between 5/1 and 5/15	100%
Between 5/16 and 5/31	80%
Between 6/1 and 6/30	60%
Between 7/1 and 7/31	40%
Between 8/1 and 8/31	20%
September 1 and after	0%

ARTICLE XIV - RATES OF PAY

Section 1: For all employees hired after May 1, 2015, there shall be an apprenticeship period of 42 months beginning on the 6th month of employment and ending at the completion of the 48th month of employment for all positions covered under this contract. Employees who are full-time Solid Waste Collectors as of April 30, 2015 shall be considered apprentice employees and shall enter the apprenticeship pay scale as a 2nd Year Apprentice with a May 1st apprenticeship anniversary date. Apprenticeship pay shall be as follows:

Description	Time Period	Rate of Teamster I Pay
Probationary Employee	0 to 6 months	Not Applicable
Probationary Apprentice	6 to 12 months	75%
2nd Year Apprentice	12 to 24 months	80%
3rd Year Apprentice	24 to 36 months	85%
4th Year Apprentice	36 to 48 months	90%
Teamster I Employee	48 months and beyond	100%

Section 2. City shall Pay UNION employees covered hereunder the hourly rate of pay set forth here after from May 1, 2015 to April 30, 2014 (1.5% over FY2015 rates):

Job Title	Probationary Apprentice 6 thru 12 months (75%)	2nd Year Apprentice 12 thru 24 months (80%)	3rd Year Apprentice 12 thru 24 months (85%)	4th Year Apprentice 12 thru 24 months (90%)	Journeyman Employee 48 plus Months (100%)
Teamster I	$15.04	**$16.04**	$17.04	$18.05	**$20.05**
Teamster II (Plus $0.90/hr)	$15.94	$16.94	$17.94	$18.95	**$20.95**

Section 3. City shall Pay UNION employees covered hereunder the hourly rate of pay set forth here after from May 1, 2016 to April 30, 2017 (1.75% over FY2016 rates):

Job Title	Probationary Apprentice 6 thru 12 months (75%)	2nd Year Apprentice 12 thru 24 months (80%)	3rd Year Apprentice 12 thru 24 months (85%)	4th Year Apprentice 12 thru 24 months (90%)	Journeyman Employee 48 plus Months (100%)
Teamster I	$15.30	$16.32	$17.34	$18.36	**$20.40**
Teamster II (Plus $0.90/hr)	$16.20	$17.22	$18.24	$19.26	**$21.30**

Section 4. City shall Pay UNION employees covered hereunder the hourly rate of pay set forth here after from May 1, 2017 to April 30, 2018 (1.75% over FY2017 rates):

Job Title	Probationary Apprentice 6 thru 12 months (75%)	2nd Year Apprentice 12 thru 24 months (80%)	3rd Year Apprentice 12 thru 24 months (85%)	4th Year Apprentice 12 thru 24 months (90%)	Journeyman Employee 48 plus Months (100%)
Teamster I	$15.57	$16.61	$17.65	$18.68	**$20.76**
Teamster II (Plus $0.90/hr)	$16.47	$17.51	$18.55	$19.58	**$21.66**

Section 5. City shall Pay UNION employees covered hereunder the hourly rate of pay set forth here after from May 1, 2018 to April 30, 2019 (2.00% over FY2018 rates):

Job Title	Probationary Apprentice 6 thru 12 months (75%)	2nd Year Apprentice 12 thru 24 months (80%)	3rd Year Apprentice 12 thru 24 months (85%)	4th Year Apprentice 12 thru 24 months (90%)	Journeyman Employee 48 plus Months (100%)
Teamster I	$15.89	$16.94	$18.00	$19.06	**$21.18**
Teamster II (Plus $0.90/hr)	$16.79	$17.84	$18.90	$19.96	**$22.08**

The CITY may fill up to four (4) Teamster II positions. A Teamster II shall have the primary responsibility for operating the backhoe, grader and pulverizer. Nothing in this Agreement shall limit the right of the CITY to assign a Teamster I to operation of the equipment at their regular rate of pay or to assign a Teamster II to other work within the Department.

The CITY'S exclusive right to select up to four (4) persons to fill the Teamster II positions shall be based upon experience, qualifications and past performance.

Section 2:

A. Longevity pay shall be paid, as shown below, at the rate of 2 1/2 percent of the employee's base for each five (5) year period of full time and continuous service to the CITY. The first payment shall be made after the employee has completed five (5) years full time and

continuous service in such a position. Provided, however, that such longevity pay shall be limited to a twenty-five (25) year longevity base pay period, not exceeding 12 1/2 percent additional compensation therefore.

B.	Employed less than 5 yrs.	No longevity pay added
	Employed 5 yrs. but less than 10 yrs.	2.5% longevity pay added
	Employed 10 yrs. but less than 15 yrs.	5.0% longevity pay added
	Employed 15 yrs. but less than 20 yrs.	7.5% longevity pay added
	Employed 20 yrs. but less than 25 yrs.	10.0% longevity pay added
	Employed 25 yrs. or more	12.5% longevity pay added

C. Examples are contained in Exhibit A of this Agreement, which exhibit is attached herein, incorporated herein and hereby made a part hereof.

ARTICLE XV - INSURANCE PLAN

The CITY shall provide a group hospitalization and medical plan for members of the UNION equal to or better than the plan in effect immediately prior to the execution of this Agreement. The UNION has reviewed the CITY's newest insurance plan that became effective on May 1, 2015, and accepts the same as being in compliance with this provision.

ARTICLE XVI - MANAGEMENT RIGHTS PROVISIONS

Except as specifically limited by the express provisions of this Agreement, the CITY retains the right to manage and direct the affairs of the CITY in all of its various aspects and to manage and direct its employees, including but not limited to, all rights and authority exercised by the CITY prior to the execution of this Agreement. These rights include but are not limited to, the following: to plan, direct, control and determine all the operations and services of the CITY; to determine the CITY's budget and budgetary priorities; to levy taxes; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organizations and number of personnel by which operations are conducted; to maintain the efficiency of government operations; to determine whether goods or services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to

discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; to take whatever action as may be necessary in situations of emergency; and to carry out the mission of the CITY.

ARTICLE XVII - NO DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, marital status, physical handicap, race, color, creed, national origin, political affiliation or UNION membership.

ARTICLE XVIII - CONTINGENCY PROVISION

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any Board, Agency or Court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the Board, Agency or Court decision; and upon issuance of such a decision, the CITY and the UNION agree to immediately begin negotiations on a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XIX - RULES AND REGULATIONS

Subject to Article XXI below, the parties hereto agree that the terms contained within this contract constitute the entire Agreement between the parties. The Personnel Rules and Regulations of the CITY, pursuant to this negotiated contract, do not apply to the members of the bargaining unit, unless the terms thereof are included within this contract. This contract shall be binding upon the parties hereto.

ARTICLE XX - SICK LEAVE BUY BACK

Paragraphs 2, 8 and 9, of Section 13-3-H of the Non Union Personnel Rules and Regulations of the City of Carbondale are hereby incorporated herein and by reference are made a part hereof as if set forth herein verbatim.

ARTICLE XXI - LABOR-MANAGEMENT MEETINGS

Section 1. Meeting Request. The UNION and the CITY agree that in the interest of efficient management and harmonious employee relations, that meetings be held if mutually agreed between UNION representatives and the CITY Manager or his/her representatives. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management meeting" and expressly providing the agenda for such meeting. Such meetings and locations, if mutually agreed upon, shall be limited to:

(a) discussion on the implementation and general administration of this Agreement;

(b) a sharing of general information of interest to the parties;

(c) notifying the UNION of changes in conditions of employment contemplated by the CITY which may affect employees.

Section 2. Content. It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at the "labor-management meetings" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section3. Attendance. Attendance at labor-management meetings shall be voluntary on the employee's part. Normally, three (3) persons from each side shall attend these meetings, schedules permitting.

ARTICLE XXII - PART-TIME EMPLOYEES

Regular Part-Time Employees shall receive vacation and sick leave benefits provided for in this Agreement equal to the percentage of the part-time appointment times the amount of benefits provided to a full-time Employee in this Agreement.

EXAMPLE: A part-time employee with an 80% appointment shall receive in the amount of 80% times the vacation and sick leave earned by a full-time employee.

ARTICLE XXIII - DRUG AND ALCOHOL POLICY

The drug and alcohol policy which is attached hereto as Exhibit B is incorporated into and made a part hereof this Agreement. It is specifically agreed that the CITY shall implement and employees shall comply with The Omnibus Transportation employee Testing Act of 1991 and the rules and regulations promulgated to implement said act as it applies to employees covered by this contract.

ARTICLE XXIV - OTHER EMPLOYMENT

Employees shall not be employed by employers other than the CITY, nor shall they contract for or accept anything of value in return for services, nor shall they otherwise be self-employed for remuneration without the written approval of the Director of Public Works and the City Manager. Employees wishing to hold outside jobs, including self-employment, shall apply in writing to the Director of Public Works for approval on a form provided by the CITY. Such application shall be approved or denied within ten (10) working days after submission. Written approval will not be reasonably withheld where the proposed employment will not present a conflict of interest or infringe on the employee's ability to do his job for the CITY. If outside employment, including self-employment, has previously been approved or permitted by the CITY, and it has been demonstrated that such outside employment including self-employment is resulting in a conflict of interest or is infringing on the ability of the employee to do his job for the CITY, prior approval for such outside employment may be revoked, provided that the employee involved shall receive at least ten (10) working days advance notice in writing of such revocation.

ARTICLE XXV - CONTRACT PERIOD

This Agreement shall be effective from the first day of May, 2015 and shall terminate on the thirtieth day of April, 2019. Both parties agree to begin negotiations toward a new contract during February, 2019; however, if those negotiations are not completed thirty days prior to the expiration of this Agreement, the provisions of Illinois State Law shall apply.

CITY OF CARBONDALE, ILLINOIS

By:_____
INTERIM CITY MANAGER

ATTEST:_____
CITY CLERK

TEAMSTERS LOCAL UNION NO. 347

By:_____
BUSINESS REPRESENTATIVE

WITENSS:_____

Teamsters, Automotive, Petroleum and Allied Trades
Local Union No. 50 Negotiating Committee:

_____ _____

_____ _____

_____ _____

EXHIBIT A

LONGEVITY PAY BASED ON PAY RATES IN ARTICLE XVI

Section 1: Hourly rate plus longevity for FY2016 (period beginning May 1, 2015 and ending April 30, 2016).

JobTitle	Probationary Apprentice 6 thru 12 months (75%)	2nd Year Apprentice 12 thru 24 months (80%)	3rd Year Apprentice 12 thru 24 months (85%)	4th Year Apprentice 12 thru 24 months (90%)	Journeyman Employee 48 plus Months (100%)
Teamster I	$15.04	**$16.04**	$17.04	$18.05	**$20.05**
5 Years of Service +2.5%	$15.42	$16.44	$17.47	$18.50	$20.55
10 Years of Service +5.0%	$15.79	$16.84	$17.89	$18.95	$21.05
15 Years of Service +7.5%	$16.17	$17.24	$18.32	$19.40	$21.55
20 Years of Service +10.0%	$16.54	$17.64	$18.74	$19.86	$22.06
25 Years of Service +12.5%	$16.92	$18.05	$19.17	$20.31	$22.56

For Teamster II position hourly rates add $0.90 per hour to the above rates.

Section 2: Hourly rate plus longevity for FY2017 (period beginning May 1, 2016 and ending April 30, 2017).

JobTitle	Probationary Apprentice 6 thru 12 months (75%)	2nd Year Apprentice 12 thru 24 months (80%)	3rd Year Apprentice 12 thru 24 months (85%)	4th Year Apprentice 12 thru 24 months (90%)	Journeyman Employee 48 plus Months (100%)
Teamster I	$15.30	$16.32	$17.34	$18.36	**$20.40**
5 Years of Service +2.5%	$15.68	$16.73	$17.77	$18.82	$20.91
10 Years of Service +5.0%	$16.07	$17.14	$18.21	$19.28	$21.42
15 Years of Service +7.5%	$16.45	$17.54	$18.64	$19.74	$21.93
20 Years of Service +10.0%	$16.83	$17.95	$19.07	$20.20	$22.44
25 Years of Service +12.5%	$17.21	$18.36	$19.51	$20.66	$22.95

For Teamster II position hourly rates add $0.90 per hour to the above rates.

Section 3: Hourly rate plus longevity for FY2018 (period beginning May 1, 2017 and ending April 30, 2018).

JobTitle	Probationary Apprentice 6 thru 12 months (75%)	2nd Year Apprentice 12 thru 24 months (80%)	3rd Year Apprentice 12 thru 24 months (85%)	4th Year Apprentice 12 thru 24 months (90%)	Journeyman Employee 48 plus Months (100%)
Teamster I	$15.57	$16.61	$17.65	$18.68	**$20.76**
5 Years of Service +2.5%	$15.96	$17.03	$18.09	$19.15	$21.28
10 Years of Service +5.0%	$16.35	$17.44	$18.53	$19.61	$21.80
15 Years of Service +7.5%	$16.74	$17.86	$18.97	$20.08	$22.32
20 Years of Service +10.0%	$17.13	$18.27	$19.42	$20.55	$22.84
25 Years of Service +12.5%	$17.52	$18.69	$19.86	$21.02	$23.36

For Teamster II position hourly rates add $0.90 per hour to the above rates.

Section 4: Hourly rate plus longevity for FY2019 (period beginning May 1, 2018 and ending April 30, 2019).

JobTitle	Probationary Apprentice 6 thru 12 months (75%)	2nd Year Apprentice 12 thru 24 months (80%)	3rd Year Apprentice 12 thru 24 months (85%)	4th Year Apprentice 12 thru 24 months (90%)	Journeyman Employee 48 plus Months (100%)
Teamster I	$15.89	$16.94	$18.00	$19.06	**$21.18**
5 Years of Service +2.5%	16.29	17.36	18.45	19.54	21.71
10 Years of Service +5.0%	16.68	17.79	18.90	20.01	22.24
15 Years of Service +7.5%	17.08	18.21	19.35	20.49	22.77
20 Years of Service +10.0%	17.48	18.63	19.80	20.97	23.30
25 Years of Service +12.5%	17.88	19.06	20.25	21.44	23.83

For Teamster II position hourly rates add $0.90 per hour to the above rates.

EXHIBIT B

DRUG AND ALCOHOL PROTOCOL

1. If the Maintenance and Environmental Services Manager, or his designee reasonably suspect that an employee is under the influence of a drug, controlled substance, or alcohol, he shall immediately notify the employee and the Union Steward (or a member of the bargaining unit selected by the employee) that a urine sample is required. The employee and the Union Steward (or the designee) shall be provided with a verbal explanation of the reasons for the test, and will be given an opportunity to confer with UNION officials so long as such occurs at the CITY property where the employee is being held and is accomplished within sixty (60) minutes for suspected alcohol use and ninety (90) minutes for suspected drug or controlled substance use. The employee then will be escorted to the location at which the urine sample will be secured. The employee shall be paid for his/her time spent in compliance with the testing procedures in accordance with the applicable time keeping procedures.

2. In conducting the testing authorized by this Agreement, the CITY shall:

a. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);

b. Make reasonable efforts to inquire that the laboratory facility selected conforms to all NIDA standards:

c. Establish a chain of custody procedures for both sample collection and testing that will insure the integrity of the identity of each sample and testers. No employee covered by this Agreement shall be permitted at any time to become a part of such a chain of custody;

d. Collect a sufficient sample of the same body fluid from the employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;

e. Collect samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Medical personnel or, if medical staff are unavailable, designated staff members of the same sex as the employee tested shall directly observe the giving of the urine sample. If the

employee is unable to provide a sample, he will be kept under direct supervision until the sample is provided.

f. Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol content of .10 or more based upon the grams of alcohol per 100 millimeters of blood be considered positive (Note: The foregoing standard shall not preclude the CITY from attempting to show the test results between .05 and .10 demonstrate that the employee was under the influence, but the CITY shall bear the burden of proof in such cases);

g. Provide each employee tested with a copy of all information and reports received by the CITY in connection with the testing and results;

3. If the test is confirmed positive, the employee will be notified and will be given the opportunity to present evidence and/or information that positive test resulted from prescribed or over the counter drugs, or that special circumstances may have affected the test results. The employee will be required to sign a release of information in the event that a physician must be contacted for clarification or verification. The employee will be provided the opportunity to have a second test conducted on the same specimen by another approved laboratory at the employee's expense.

4. Records concerning positive test results of an employee will be maintained confidential in the personnel file.

SUBSTANCE ABUSE AND TESTING

(DRUGS AND ALCOHOL)

Section 1-Statement of Policy

It is the policy of the CITY of Carbondale that the public has the reasonable rights to expect the persons employed by the CITY to be free from the effects of drugs and alcohol. The CITY, as the employer, has the right to expect their employee to report for work fit and able for duty. The purpose of this policy shall be achieved in such a manner as to not violate any established rights of the employees.

Section 2-Prohibitions

Employees shall be prohibited from:

a. Consuming or possessing alcohol, illegal drugs or controlled substances, at any time during the work day or anywhere on any city premises or job sites, including all city building, properties, vehicles and the employee's personal vehicle while engaged in city business;

b. Being under the influence of alcohol, illegal drugs or controlled substances during the course of the work day;

c. Illegally selling, purchasing or delivering any illegal drugs or controlled substances during the work day or anywhere on CITY premises or job sites, including all CITY buildings, properties, vehicles and employee's personal vehicle while engaged in CITY business;

d. Failure to report to their supervisor any known adverse side effects of prescription drugs which they are taking.

Section 3-Permitted Testing

Testing shall be done in compliance with The Omnibus Transportation Employee Testing Act of 1991 and the rules and regulations promulgated to implement said act as it applies to employees covered by this contract. Employees who are undergoing treatment, counseling, or other support for alcohol or drug related problems either as a result of a positive test pursuant to the Omnibus Transportation Employee Testing Act of 1991 or on a voluntary basis pursuant to Section 5 - Voluntary Request for Assistance of this exhibit will be required to submit to unannounced testing during the time that they are undergoing treatment, counseling, or other support and for at least one year following the completion of such treatment, counseling, or other

support or longer as may be stipulated by the Substance Abuse Professional providing such treatment, counseling, or other support.

Section 4-Discipline

Refusal to provide a specimen, attempts to tamper or alter the specimen or positive results which cannot be justified, will result in the employee being placed on non-paid non-work status pending the results of the test and/or disciplinary hearing.

If as a result of an investigation, or positive drug or alcohol test, and discipline is to be imposed, such discipline can include up to termination of employment.

The CITY understands that alcohol and drug addiction is considered a disease by the American Medical Association. The CITY may, in disciplining an employee with a drug or alcohol problem, consider this point as well as the employee's willingness to seek help for the addiction.

Section 5-Voluntary Request for Assistance

The CITY shall take no adverse actions against an employee who voluntarily seeks treatment, counseling, or other support for alcohol or drug related problems the first time an employee voluntarily seeks treatment, counseling or other support for alcohol or drug related problems. Seeking treatment immediately prior to or following a test done pursuant to Section 3 - Permitted Testing of this Exhibit shall not be considered a voluntary request for assistance under this section. The CITY shall make available through its Human Resources office a means by which the employee may obtain referrals. Any information received by the CITY through whatever means shall not be used in any manner adverse to the employee's interest during this first time voluntary seeking of treatment, counseling, or other support.

Section 6-Right to Contest

The union and/or employee with or without the union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis of the order to submit to the test, the right to test, the administration of the test, the significance and accuracy of the test, the consequences of the tests or results of any other alleged violation of this Agreement.