

Agreement Between

**CITY OF PEKIN**

**AND**

**PEKIN POLICE BENEVOLENT LABOR**

**COMMITTEE**

**MAY 1, 2015 - APRIL 30, 2019**

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## **ARTICLE 1 - PREAMBLE**

This Agreement is entered into by and between the City of Pekin (herein referred to as the "City" or the "Employer") and the Policemen's Benevolent Labor Committee (herein referred to as the "Union").

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union representing the employees in the bargaining unit, to encourage and improve efficiency and productivity, and to prevent interruption of work and interference with the operations of the City. It is the intent of both the Employer and the Union to establish an entire Agreement covering rates of pay, hours of work, and other terms and conditions of employment for bargaining unit employees for the term of this Agreement, and to create a peaceful procedure for the resolution of differences.

In consideration of the mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

## **ARTICLE 2 - RECOGNITION**

The Employer hereby recognizes the Policemen's Benevolent Labor Committee as the sole bargaining representative of all sworn officers of the Pekin Police Department (herein referred to as "officers" or "employees"), except the rank of Lieutenant, Deputy Chief and Chief of Police, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other terms and conditions of employment. This recognition shall not include auxiliary officers and civilian personnel.

Probationary employees are covered by this Agreement except for discipline and discharge.

## **ARTICLE 3 - NON-DISCRIMINATION**

### **Section 3.1 Equal Employment Opportunity**

The Employer will continue to provide equal employment opportunity for all officers and apply equal employment practices.

### **Section 3.2 Non Discrimination**

The Employer shall not discriminate against officers, and employment-related decisions will be based on qualifications and predicted performance in a given position without regard to race, color, sex, age, political belief or affiliation, national origin or membership in the Union. Employer and Union will adhere to State and Federal standards.

### **Section 3.3 Gender**

Whenever a specific gender is used in this Agreement, it shall be construed to include persons of either sex.

### Section 3.4 Drug Free Work Place

As a public Employer, the City is subject to certain duties to maintain a drug-free workplace, under Federal and State laws. Nothing in this Agreement shall be interpreted in a manner which might prevent the City from fulfilling such duties, or from taking measures necessary to maintain a drug-free workplace.

## **ARTICLE 4 - MUTUAL COOPERATION**

The Employer and the Union agree to cooperate with each other in matters of the administration of the Agreement, and to the degree that standards of law enforcement can be effectuated for the maximum protection of the citizens of the City of Pekin, Illinois.

## **ARTICLE 5 - LODGE PRESENTATION AT ORIENTATION**

The Employer shall grant the local leadership an opportunity during the departmental orientation of new officers to present the benefits of membership. During the orientation process, the new officers will be given a dues deduction form.

## **ARTICLE 6 - DUES DEDUCTION AND FAIR SHARE**

(See Appendix A)

### Section 6.1 Fraternal Lodge Dues Deduction

Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of dues set forth in such form and any authorized increase thereof, and shall remit such deductions monthly to the Secretary of the Fraternal Lodge. The Fraternal Lodge shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

### Section 6.2 Policemen's Benevolent Labor Committee Dues Deduction

Each officer who on the effective date of this Agreement is a member of the Policemen's Benevolent Labor Committee, and each officer who becomes a member after that date, shall maintain his membership in good standing in the Policemen's Benevolent Labor Committee during the terms of this Agreement.

With respect to any officer on whose behalf the Employer receives written authorization in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the employee the dues and/or financial obligation uniformly required and shall forward the full amount to the address designated by the Union. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice by the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement.

### Section 6.3 Fair Share

Any present officer who is not a member of the Policemen's Benevolent Labor Committee shall be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours, and other conditions of employment.



All officers hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above.

The Employer shall, with respect to any officer in whose behalf the Employer has not received a written authorization as provided above, deduct from the wages of the officer the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Policemen's Benevolent Labor Committee, subject only to the following:

- (1) The Union has certified to the Employer that the affected officer has been delinquent in this obligation for at least thirty (30) days;
- (2) The Union has certified to the Employer that the affected officer has been notified in writing of the obligation and the requirement for each provision of this Article and that the officer has been advised by the Union of his obligations pursuant to this Article and the manner in which the Union has calculated the fair share fee;
- (3) The Union has certified to the Employer that the affected officer has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the employee and the Union for the purpose of determining and resolving any objections the officer may have to the fair share fee

#### Section 6.4 Indemnification

The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

A copy of the payroll deduction form is attached as Appendix A and will be provided to all new applicants at orientation. The Employer will notify the Union whenever there is a new hire or when an officer leaves employment for any reason.

### **ARTICLE 7 - MANAGEMENT RIGHTS**

The Employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include, but not be limited to, rights:

- A. To determine the organization and operations of the Police Department;
- B. To determine and change the purpose, composition and function of each of its constituent departments and subdivisions;
- C. To set standards for services to be offered to the public;
- D. To direct the officers of the Police Department, including the right to assign work and overtime;

- E. To hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule officers except as otherwise provided for by the Board of Fire and Police Commissioners;
- F. To increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or other proper reasons;
- G. To contract out work when essential in the exercise of non-police power;
- H. To establish work schedules and the number of hours to be worked, subject to the provisions of Articles 17 and 31.
- I. To establish, modify, combine or abolish job positions and classifications;
- J. To add, delete or alter methods of operation, equipment or facilities;
- K. To determine the locations, methods, means and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased;
- L. To establish, implement and maintain an effective internal control program;
- M. To suspend, demote, discharge or take other disciplinary action against officers for just cause (according to established rules and regulations) except as otherwise provided for by the Board of Fire and Police Commissioners; and
- N. To add, delete or alter policies, procedures and regulations.

Inherent managerial functions, prerogatives and policy making rights, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement, shall remain vested exclusively with the Employer.

The Employer's right of management shall not be amended or limited by any claimed or unwritten custom, past practice or informal agreement, nor by any claim the Employer has claimed or condoned or tolerated and practice or any act or acts of any employees.

Nothing in this Article shall abrogate or alter the other Articles of this Agreement.

## **ARTICLE 8 - NO STRIKE - NO LOCKOUT**

### **Section 8.1 No Strike Commitment**

Neither the Union nor any employee will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage or the concerted interference with the full, faithful and proper performance of the duties of employment with the

Employer during the term of this Agreement. Neither the Union nor any employee shall refuse to cross any picket line, by whomever established.

#### Section 8.2 Resumption of Operations.

In the event of action prohibited by Section 1 above, the Union immediately shall disavow such action and request the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

#### Section 8.3 No Lockout

In no instance shall the Employer lockout or otherwise refuse to allow any or all of the Employees covered by the terms of this Agreement the right to work for the Employer as a result of any labor dispute which may arise between the parties.

### **ARTICLE 9 - IMPASSE RESOLUTION**

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, (5 ILCS 315/14, or as amended) unless the parties otherwise mutually agree.

### **ARTICLE 10 - BILL OF RIGHTS**

All employees shall be afforded all rights under the Uniform Peace Officers' Disciplinary Act. Upon request all employees shall also be permitted to have a union representative during any investigative interview between supervisory police personnel and the employee which the employee reasonably believes may result in the initiation of disciplinary action. Such shall not apply to any criminal investigation conducted by the Police Department, or other law enforcement officials.

### **ARTICLE 11 - DRUGS AND ALCOHOL**

It is expressly understood that the Employer may require drug and alcohol tests and screening for any new hires. The following provisions apply only to officers who have completed their probationary year.

#### Section 11.1 Provisions for Alcohol

If two supervisors have just cause to believe an officer has been consuming alcohol prior to reporting for duty and at said time has alcohol in his blood, or two supervisors have just cause to believe an officer has been consuming alcohol on duty, then the following procedure will apply:

- (a) On the first such occasion the officer shall be sent home for the day. The officer shall use any compensation time he has for said day. If he does not have any compensation time, then he shall owe the next compensation time earned for the amount used.
- (b) On the second such occasion the officer shall be required to take a breathalyzer (or intoxilyzer) test. If the results show a blood alcohol content of .03% or more he shall be sent home for the day

without pay. The officer shall use any compensation time he has for said day. If he does not have any compensation time, then he shall owe the next compensation time earned for the amount used. The Chief of Police, or designee, shall meet with the officer at his earliest convenience to determine if the officer has an alcohol abuse problem or if the officer's condition was the result of bad judgment. If it is determined the officer's condition was due to bad judgment, then the Chief of Police may take such disciplinary action as he deems fit, subject to the laws of the State of Illinois and the rules and procedures of the Board of Fire and Police Commissioners. If it is determined by the officer's own admission that the officer has an alcohol abuse problem, the Chief of Police shall confidentially advise the officer to seek assistance through an established Employee Assistance Program. Then, if an officer elects to enroll in an Employee Assistance Program the procedures set forth in 11.1 (c) shall apply. No further disciplinary action shall be taken except as prescribed in 11.1(c).

- (c) Any officer, who by his own admission, is determined to have an alcohol abuse problem, shall be granted leave without pay to seek assistance through an established Employee Assistance Program. The officer shall be able to use any compensation time, vacation, or sick leave as the officer may have accumulated in order to participate in such a program. Successful completion of an alcohol abuse rehabilitation program within one year is required. Failure to complete such a program within one year shall be the basis for dismissal.
- (d) Any officer, who admits he has an alcohol abuse problem or is on duty having a blood alcohol content of .03% or more, and refuses to seek rehabilitation through an employee assistance program, is subject to disciplinary action by the Chief of Police as he deems fit according to the laws of the State of Illinois and the rules and procedures of the Board of Fire and Police Commissioners.
- (e) An officer, who has completed an alcohol rehabilitation program within one year, and who has been deemed suitable to return to work by a licensed physician or counselor, shall return to work without loss of seniority or any other benefits held at the time leave was granted.
- (f) For any subsequent occurrences, the procedures set forth in 11.1 (b) shall apply except when the officer has already sought rehabilitation through an Employee Assistance Program. In such a case, the officer is not entitled to leave to again participate in such a program. The Chief of Police in such a case may take disciplinary action as he deems fit subject to the laws of the State of Illinois and the rules and procedures of the Board of Fire and Police Commissioners.
- (g) The above procedures shall not apply in the event an officer is called to duty and he was not otherwise on call.



### Section 11.2 Provisions For Drugs

If two supervisors have just cause to believe an officer on duty is under the influence of non-prescription drugs, then the following procedure shall apply:

- (a) On the first such occasion the officer shall be required to submit to a test(s) to determine the presence of non-prescription drugs. Such test(s) shall be administered according to section 11.3 of this Article. The cost of any and all test(s) submitted by the employer shall be borne by the Employer. The cost of any and all test(s) requested by the officer shall be borne by the officer. Following the completion of the test(s) required by the Employer, the officer shall be sent home for the day without pay. The officer shall use any compensation time he has for said day. If he does not have any compensation time, then he shall owe the next compensation time earned for the amount used. Failure to complete all test(s) required by the employer shall result in disciplinary action as deemed appropriate by the Chief of Police, subject to the laws of the State of Illinois and the rules and procedures of the Board of Fire and Police Commissioners.
- (b) If the test(s) results of the officer is negative, no further action against the officer shall be taken and all compensation time used by the officer during such investigation shall be restored. Also, any expense to the officer resulting from a second drug test(s) shall be reimbursed to the officer by the Employer.
- (c) If the test(s) results of the officer is positive, the officer shall be immediately relieved of duty and the officer shall be advised confidentially by the Chief of Police to seek assistance through an established employee assistance program.
- (d) Any officer, who by his own admission, is determined to have a drug abuse problem shall be granted leave without pay to seek assistance through an established employee assistance program. The officer shall be able to use any compensation time, vacation time, or sick leave as the officer may have accumulated in order to participate in such a program. Successful completion of a drug abuse rehabilitation program within one year is required. Failure to complete such a program within one year shall be the basis for dismissal.
- (e) Any officer who admits he has a drug abuse problem or has tested positive for non-prescribed drugs while on duty and refuses to seek rehabilitation through an employee assistance program, is subject to disciplinary action by the Chief of Police as he deems fit, according to the laws of the State of Illinois and the rules and procedures of the Board of Fire and Police Commissioners.
- (f) Any officer who has completed a drug rehabilitation program within one year, and who has been deemed suitable to return to work by a licensed physician or counselor, shall return to work without loss of seniority or any other benefits held at the time leave was granted.
- (g) Any officer who has completed a drug rehabilitation program and has returned to work is subject to random drug testing by the Employer for a period of two years following the officer's return to work.

- (h) Any officer, who after completing a drug rehabilitation program as set forth in 11.2(d), who tests positive for non-prescribed drugs while on duty shall be subject to disciplinary action by the Chief of Police as he deems fit, according to the laws of the State of Illinois and the rules and procedures of the Board of Fire and Police Commissioners.

#### Section 11.3 Tests to be Conducted

In conducting the testing authorized by this Agreement, the Employer 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) insure that the laboratory or facility selected conforms to all NIDA standards;
- (c) establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No officer covered by this Agreement, shall be permitted at any time to become a part of such chain of custody
- (d) collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the officer;
- (e) collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration.
- (f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (gcms) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- (g) provide the officer tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the officer's own choosing, at the officer's own expense; provided the officer notifies the Employer within seventy-two hours of receiving the results of the tests;
- (h) provide each officer tested with a copy of all information and reports received by the employer in connection with the testing and the results

#### Section 11.4 Employer's Contribution to Alcohol/Drug Treatment

The Employer shall contribute either through Insurance or direct payment up to twenty-five thousand dollars (\$25,000.00) as a maximum lifetime benefit to each employee to be used for alcohol and drug rehabilitation treatment. Once the twenty-five thousand dollar (\$25,000.00) maximum has been spent by the Employer, the Employer shall have no further financial obligation with respect to an Employee's treatment for alcohol and/or drug abuse.

## ARTICLE 12 - GRIEVANCE PROCEDURE AND ARBITRATION

(See Appendix B)

### Section 12.1 Grievances

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a grievance is any dispute or difference of opinion raised by any Employee or the Union against the Employer involving the meaning, interpretation, or application of the provisions of this Agreement. Any time period provided for under the steps in the grievance procedure may be mutually extended or contracted.

Step 1: The employee, with or without a Union representative, may take up a grievance with the employee's immediate supervisor within ten (10) calendar days of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond within ten (10) calendar days after such discussion.

Step 2: If not adjusted in Step 1, the grievance shall then be reduced to writing and presented by the Union to the Chief or his designee within ten (10) calendar days following the receipt of the supervisor's answer in Step 1. The Chief or his designee shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the employee, his immediate supervisor or shift commander, and Union Representative within ten (10) calendar days after receipt of the grievance from the Union. The Chief or his designee shall then render a decision, based on the information supplied during the meeting, within ten (10) calendar days of the meeting.

Step 3: If the grievance is not adjusted in Step 2, the grievance shall be submitted to the City Manager or his designated representative within ten (10) calendar days of the receipt of the response from the Chief or his designee at the second step. A meeting shall be held within twenty (20) calendar days at a mutually agreeable time and place with the Mayor of the City or his designated representative to discuss the grievance and hopefully come to an equitable solution. If a grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the Mayor of the City or his designated representative shall give the Union the Employer's answer within ten (10) calendar days following their meeting.

Step 4: If the grievance is not settled in Step 3, the matter shall be referred to arbitration by written request by the Union made within thirty (30) calendar days of the Employer's answer in Step 3. A representative of the Employer and the Union shall meet to select an arbitrator from a panel provided by Federal Mediation and Conciliation Service. From a list of seven arbitrators the parties shall alternately strike until one name remains. The party to strike first shall be determined by the toss of a coin. Each party reserves the right to reject one list of arbitrators in its entirety. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union. Such letter shall request the arbitrator to set a time and place for the hearing subject to the availability of the Employer and the Union representative and shall notify the arbitrator of the issue(s). All hearings shall be held at the Pekin City Hall, unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. The Employer or the 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 witness.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination of the questions of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be made, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of the arbitrator and the cost of the hearing room (if any) shall be shared equally by the parties. The decision and award of the arbitrator shall be made within forty-five (45) calendar days following the hearing and shall be final and binding on the Employer, the Union, and the employee or employees involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from, the provisions of the Agreement.

Nothing herein shall preclude the parties from meeting at any time after a list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the grievance.

#### Section 12.2 Time Limits

No grievance shall be processed unless it is submitted: (a) within ten (10) calendar days after the occurrence of the event giving rise to the alleged grievance. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer.

If the Employer fails to answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limits in each Step may be extended by written agreement of the Employer and the Union representative involved in each Step.

A copy of the grievance form is attached as Appendix B. This form, or a form that is mutually agreed upon will be used for the purposes of this article.

### **ARTICLE 13 - DISCIPLINE AND DISCHARGE**

#### Section 13.1 Definition

The parties agree with the tenets of corrective and progressive discipline. Disciplinary action shall include only the following:

- (a) Oral Warning
- (b) Written Warning
- (c) Suspension without pay
- (d) Discharge



### Section 13.2 Just Cause

The Employer agrees that disciplinary action shall be imposed only for just cause and shall be imposed as soon as practical after the Employer learns of the occurrence giving rise to the need for disciplinary action and after the Employer has had a reasonable opportunity to investigate the facts. In no case may the Employer make a temporary assignment for the sole purpose of disciplining an employee. The parties however, may utilize alternative discipline if mutually agreed to.

### Section 13.3 Limitation.

The requirement to use progressive disciplinary action does not prohibit the Employer from using a severe measure including discharge, when the offense indicates that a shortcoming or action of a Police Officer rendered the continuation of employment of the employee in some way detrimental to the Employer or the Public. Such actions shall include but are not limited to: possession of a controlled substance or alcohol; gross insubordination; intentional destruction or theft of property; fighting on the job; appearing for work under the influence of drugs or alcohol or other substance that may impair an employee's ability to perform any of the duties required.

### Section 13.4 Pre-Disciplinary Meeting

For discipline other than oral and written reprimands, prior to notifying the Police Officer of the contemplated discipline to be imposed, the Chief of Police or his designee shall meet with the employee involved and inform the employee of the reason for such contemplated discipline, including the names of potential witnesses and copies of pertinent documents. The Police Officer shall be informed of his contractual right to Union representation and shall be entitled to such, if so requested by the employee. The employee and the Union representative shall have at least twenty-four (24) hours of notice of any pre-disciplinary meeting. If the Police Officer does not request Union representation, a Labor Council representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

The Employer shall notify the Union, in writing, of all formal internal investigations conducted by the Employer on any bargaining unit member. As well, the Employer shall notify the Union of any disposition of an informal inquiry and/or formal investigation. For the purpose of this Section, "formal" shall be defined as the process of investigation ordered by a commanding officer during which the questioning of an officer is intended to gather evidence of misconduct which may be the basis for filing charges seeking his or her removal, discharge or suspension in excess of 3 days. For the purpose of this Section, informal inquiry means a meeting by supervisory or command personnel with an officer upon whom an allegation of misconduct has come to the attention of such supervisory or command personnel, the purpose of which meeting is to mediate a citizen complaint or discuss the facts to determine whether a formal investigation should be commenced.

### Section 13.5 Written Notice

The Police Officer and the Union shall be notified in writing of disciplinary action imposed, and where appropriate, be advised of the specific nature of the offense and be given direction as to future behavior.

In the event that a letter of reprimand is issued, an employee shall be notified of same within three (3) days of issue. In the event that the employee disagrees with the written reprimand, it shall be subject to article 12, entitled "Grievance Procedure and Arbitration".

#### Section 13.6 Discipline and Discharge

All disciplinary matters shall remain under the jurisdiction of the Chief of Police subject to the laws of the State of Illinois and the rules and regulations of the Board of Police and Fire Commissioners, except as otherwise expressly provided for herein.

#### Section 13.7 Appeal of Discipline

The officer may elect to appeal a decision by the Fire and Police Commission either through the Courts or Arbitration, but not both.

### **ARTICLE 14 - LABOR-MANAGEMENT CONFERENCES**

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between the Union representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least ten (10) days in advance by either party by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. The parties may mutually agree to waive the 10 day requirement. Such meetings and locations shall be mutually agreed to before being held, and the purpose of any such meeting 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; and
- (c) Discussion of non-bargaining conditions of employment by the Employer which may affect Employees.

When absence from work is required to attend "labor-management conferences", the affected party(ies) shall, before being excused from duty, give reasonable notice to and receive approval from, their supervisor, in order to remain in pay status. All time off mentioned in this Article shall be subject to the approval of the Chief or his designee.

Labor-management meetings will be held a minimum of once every six (6) months, and will be attended by representatives of the Employer, including departmental supervision and the City Manager, if available, and by Union representatives.

### **ARTICLE 15 - LAYOFF**

In the event of a layoff of sworn officers covered by this agreement, the Employer agrees not to hire any personnel to perform the duties that only a peace officer can perform. A peace officer shall be defined to mean any person who, by virtue of their office, is vested by law with the duty to maintain public order and make arrests for offenses.

In the event of layoff, sworn personnel covered by this Agreement will be laid off in the reverse order of their seniority. The date of seniority will be based on the seniority list as provided pursuant to Article 19 of this Agreement. Rehiring

shall be in accordance with 65 ILCS 5/10-2.1-18.

## **ARTICLE 16 - EMPLOYEE SECURITY**

### **Section 16.1 Personnel File**

Employees shall have the right to review their personnel records subject to the procedures and limitations set forth in 820 ILCS 40/0.01, et seq., as now in effect or as may from time to time be amended. The Employer and the employee shall sign or initial any and all documents before they are placed in an employee's personnel file held in the City's Personnel Director's office. Employees shall receive a copy of all documentation immediately after it is placed in their file at no cost to the employee.

### **Section 16.2 Inspection of Personnel File**

Employees shall be allowed reasonable access to inspect their entire personnel file, no later than three (3) working days after a request for such access. Employees shall also be allowed to obtain copies of anything contained in their personnel files, provided that the Employer may require the employee to reimburse the City for the actual cost of photocopying or reproduction. The Employer shall grant two inspection requests in each calendar year. All requests with respect to pending discipline matters shall be allowed. The Employer shall not be required to furnish to the employee any records as described 820 ILCS 40/10, as now in effect or as may be from time to time amended.

## **ARTICLE 17 - HOURS AND OVERTIME**

**(See Appendix C)**

### **Section 17.1 Work Day and Work Week**

The work week, also referred to as a pay period, shall be from 7:00 a.m. on Sunday until the following Sunday at 7:00 a.m.

The work day shall be the twenty-four (24) hour period beginning at 7:00 a.m. each day and concluding at 7:00 a.m. the next day following.

The Pekin Police Department shall operate on the basis of five (5) consecutive days of duty followed by two (2) consecutive days off unless otherwise mutually agreed by the Employer and the Union.

### **Section 17.2 Overtime Payment**

All approved overtime in excess of the hours required of an employee by reason of the employee's regular duty, whether of an emergency nature or of a non-emergency nature, shall receive one and one-half (1 1/2) times their regular rate of pay for work performed on an employee's regularly scheduled day off. Accumulation of hours worked shall include vacation days, holidays, personal days and compensatory time. Any hours worked in excess of forty (40) hours during an employee's work week shall be compensated at the rate of one and one-half (1 1/2) times his regular rate of pay. It is further understood that hours worked in excess of eight (8) on a normal work day shall not be compensated for at time and one-half unless the provisions providing for compensation for hours worked in excess of 40 per week apply. Overtime for which the Employer receives grants may not be awarded as compensatory time if the terms of the grant require cash payment. Compensatory time shall be granted in lieu of all other overtime payment if the employee in his discretion so elects. The officer shall be allowed to accumulate compensatory time as identified in 17.10 of this Article.

Compensatory time will be calculated at the same rate as earned. That is, if it is earned as a result of working more than eight (8) hours on a normal work day, it will be compensated at straight time unless the officer is otherwise entitled to time and one-half as a result of working more than 40 hours during a work week. If it is earned on an officer's regularly scheduled day off, it is earned at time and one-half (1 1/2). Overtime rates shall be computed on the basis of completed twenty (20) minute segments.

It is the mutual agreement of the parties that employees shall be paid for ILEAS training monetarily and CIERT training shall be paid in compensatory time unless payment in compensatory time would cause the employee to exceed the 80 hour cap, in which event the employee shall be paid monetarily.

#### Section 17.3 Computing Hourly Rate of Pay for Overtime Payments

For the purpose of computing overtime rates for each officer, the hourly rate shall be determined as follows: step salary pay rate for the officer as set forth in this Agreement plus any school bonus the officer is entitled to plus any FTO pay, shift differential pay, MEG officer compensation or extra compensation each officer is entitled to, divided by 2080 hours.

#### Section 17.4 Callback

A callback is defined as an assignment of work which does not immediately follow or precede an officer's scheduled working hours. Employees reporting back to work shall receive two (2) hours minimum pay or be compensated for the actual time worked, whichever is greater. If the officer is called back on an established holiday, that officer shall receive four (4) hours minimum pay or be compensated for the actual hours worked, at two (2) times his hourly rate of pay, whichever is greater.

#### Section 17.5 Holdover

A holdover is defined as an assignment of work which immediately follows an employee's scheduled working hours. A holdover will be compensated according to section 17.2.

#### Section 17.6 On-Call Status

Any officer required to be "on-call" or available to be contacted for possible response shall be compensated at the rate of eight (8) hours straight time pay for every seven calendar days assigned to on-call status. If an officer is required to be present at the Police Station or is called out for any reason, he shall be compensated according to section 17.4.

#### Section 17.7 Overtime Distribution

Overtime shall be distributed according to Appendix C.

#### Section 17.8 Court Time

Any officer who shall, for the purpose of testifying in Court, personally confer with the City or State's Attorney, swear to complaints before a Court, testify before the Grand Jury, Fire and Police Commission, or a coroner's inquest in this or any other jurisdiction in either of the above capacities during off-duty hours in proceedings in which the officer is not a party shall be a minimum of two (2) hours at time and one-half, unless such presence is required on an officer's regularly scheduled day off, in which event the officer shall receive a minimum of four (4)



hours at time and one-half. If the officer is required to be present in excess of the two-hour or four-hour minimum, he shall be paid for the total time present at the appropriate rate. For the purposes of this section, court appearance shall mean attendance at court until requirements for the court appearance have been met.

Where the officer has a required morning appearance and is required to make a second appearance in another case while off duty after 1:00 p.m. on the same date, the officer shall be paid an additional two (2) hours minimum at the appropriate overtime rate of time and one-half, unless he is required to be present in excess of the two hour minimum, in which event he shall be paid for the total time present at the appropriate rate.

Where an officer has completed his scheduled appearance(s) during either a morning or afternoon court call and is directed to return to court while still off duty more than one (1) hour after completion of his scheduled appearance(s) the officer shall be paid for the actual time worked in making such additional unscheduled appearance at the appropriate rate from the time he is directed to return to court and until he is released from court duty.

#### Section 17.9 Standby

If an officer who has a scheduled day off is placed on standby for any reason and he is not summoned on said day, he will receive two (2) hours' normal duty pay for each day he is required to be on said standby. If an officer is otherwise scheduled for duty that day he shall receive one (1) hour normal duty pay for each day he is required to be on said standby.

#### Section 17.10 Compensatory Time

No officer of the Pekin Police Department covered by this Agreement shall be allowed to accumulate over eighty (80) hours of compensatory time without written permission of the Chief. Compensatory time shall be granted at such times and in such time blocks as are mutually agreed upon between the involved officer and his supervisor. Permission to utilize compensatory time off shall not be unreasonably denied by the supervisor if operating requirements will not be adversely affected. Employer shall pay all compensatory hours over eighty (80) as they are earned. Payment shall be during the next pay period. Officers may only carry over a maximum of forty (40) hours of compensatory time from fiscal year to fiscal year.

At any time, an employee may elect to be paid for any of his/her accumulated compensatory time by submitting a written request, through the chain of command, to the Chief of Police. After receiving the request, payment shall occur within two pay periods.

#### Section 17.11 Meals and Breaks

Each employee shall be allowed a paid thirty-minute meal period per tour of duty. This meal shall be considered out of service time during which the employee will be subject only to priority calls. Periodic breaks will be allowed during tour of duty so long as operations are not impaired.

#### Section 17.12 Pay Dates

The City agrees to pay officers on every other Friday. The rate of pay will be the same as set forth in Section 34.1 and all additional compensation that may apply according to this Agreement.

#### Section 17.13 Trading Days Off

Officers covered by this Agreement will be allowed to trade days off as long as there is no overtime liability to the City and the officer has received approval from his supervisor.

#### Section 17.14 No Pyramiding

There shall be no pyramiding or duplication of overtime or premium pay, and no employee shall be paid more than once for the same hours worked.

### **ARTICLE 18 – INDEMNIFICATION**

#### Section 18.1 Employer Responsibility

The Employer shall adhere to the applicable provisions and conditions set forth in 65 ILCS 5/1-4-6 of the Illinois Revised Statutes. The maximum amount of liability shall be the amount set forth in 65 ILCS 5/1-4-6 of the Illinois Revised Statutes or the City of Pekin liability insurance limit, which ever is greater.

#### Section 18.2 Legal Representation

Officers shall have legal representation selected by the Employer in a civil cause of action brought against an officer resulting from or arising out of the performance of duties, pursuant to 65 ILCS 5/1-1-6.

#### Section 18.3 Cooperation

Officers shall be required to cooperate with the Employer during the course of the investigation, administration, or litigation of any claim arising under this Article.

#### Section 18.4 Applicability

The Employer will provide the protections set forth above, so long as the officer is acting within the scope of his employment and where the officer cooperates, as defined in paragraph entitled "Cooperation," with the Employer in defense of the action or actions claimed.

### **ARTICLE 19 – SENIORITY**

#### Section 19.1 Definition of Seniority

Seniority is defined as the continuous length of service or employment covered by this Agreement from the date of last hire on the Pekin Police Department.

#### Section 19.2 Definition of Time in Rank Seniority

Time in rank seniority is defined as an employee's length of service in his current rank and shall include all time served in any higher rank. The definition for time in rank shall include any assignment as FTO or Investigator.

#### Section 19.3 Termination of Seniority

An employee's seniority shall cease when he:

- a) Quits by accepted written resignation;
- b) Retires;
- c) is discharged for just cause;
- d) is laid off pursuant to the provisions applicable in this Agreement for a

period not to exceed the length of service the officer has with the City of Pekin Police Department, or twenty-four (24) months, which ever is less

#### Section 19.4 Seniority List

The current seniority list shall remain in full force and effect. If two (2) or more officers have the same date of hire or date of promotion, the officer occupying the highest position on the eligibility list shall receive seniority preference. If two or more officers have the same hire date and are lateral entries the officer who is offered employment first shall receive seniority preference.

#### Section 19.5 Posting of Seniority List

The Employer shall maintain a current and updated seniority list and said list shall be posted in the squad room of the Pekin Police Department. Disputes as to the seniority listing shall be resolved through the grievance procedure.

### **ARTICLE 20 – UNION REPRESENTATIVES**

For the purpose of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

#### Section 20.1 Meetings

Subject to the need for orderly scheduling and emergencies, the Employer agrees that each elected official of the Union/Lodge shall be permitted reasonable time off, without loss of pay, not to exceed thirty-six (36) hours per year, to attend general Board or special meetings of the Union/Lodge, provided that at least forty-eight (48) hours notice of such meetings shall be given to the Employer, and provided that the names of such officials and officers shall be certified in writing to the Employer.

Officers on duty during a regular Union/Lodge meeting shall be allowed to attend meetings while on duty provided that the officer remains available for calls and has the supervisor's permission.

#### Section 20.2 Grievance Processing

Reasonable time while on duty shall be permitted Lodge representatives for the purpose of aiding or assisting or otherwise representing officers in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay. Grievance processing shall not interfere with necessary shift assignments.

#### Section 20.3 Union Negotiating Team

Members designated as being on the Union negotiating team, not to exceed five (5) in number, who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Union negotiating team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session.

In the event of an emergency callback of personnel, the Chief reserves the right to withhold or cancel any above mentioned time off.

Nothing in the above listed articles precludes the right of the Union representatives from utilizing their personal accumulated time to attend meetings, conventions and conferences subject to proper notification and approval by the Employer.

The Union negotiating team shall consist of five (5) members. It is understood that staff or other representatives of the Policemen's Benevolent Labor Committee may also attend negotiating sessions.

#### **ARTICLE 21 – DISABLING DEFECTS**

No employee shall be required to use any equipment that has been designated by both the Union or its designee and the Employer as being defective because of a disabling condition unless the disabling condition has been corrected.

When an assigned department vehicle is found to have a disabling defect or is in violation of the law, the officer will notify his supervisor, complete the required reports and follow the supervisor's direction relative to the requesting of repairs, replacement or the continued operation of said vehicle. No officer will be required to operate any vehicle that has a defect that makes it in violation of the law until such defect has been repaired and the vehicle is no longer in violation of the law. A vehicle shall be operated in order that it be driven to a repair facility.

Disputes concerning the "defective" nature of any equipment shall be resolved by the grievance procedure.

#### **ARTICLE 22 – BULLETIN BOARDS**

The Employer shall provide the Union with designated space on available bulletin boards or provide bulletin boards on a reasonable basis where none are available, upon which the Lodge may post its notices.

#### **ARTICLE 23 – TRAINING**

##### **Section 23.1 General Policy**

Any third-shift employees who are scheduled for training on a scheduled work day shall have the option of choosing their day off to be either the shift immediately prior to the training or their next regularly scheduled shift after the training. This choice shall be subject to manpower needs. If manpower needs prevent this, the officer shall be compensated at the appropriate rate or awarded compensatory time at the officer's option in accordance with section 17.10.

Where any employee is scheduled to attend a non-optional training program on a regularly scheduled day off, he shall be granted compensatory time subject to Section 17.10.

Any employee electing to attend training on a scheduled day off shall be scheduled for another day off in that work week, subject to manpower needs.



### Section 23.2 Access

The Chief shall generally encourage equal access to training opportunities to the extent that operational requirements of the department permit. The Union or its designee shall be given an opportunity, upon request, to offer suggestions to the Chief on ways to improve access to training opportunities.

### Section 23.3 Posting

Upon receipt of a notice of an acceptable school training program, it will be posted in the Police Station, giving the officers an opportunity to volunteer. Selection will be made taking into consideration those factors deemed appropriate by the Chief in the best interest of the department.

### Section 23.4 Conferences and Travel Allowance

Attendance at and participation in professional conferences, conventions, and technical meetings shall be considered part of the employee's normal duties. With prior approval of the Chief, employees may attend such functions without loss of pay and at the City's expense. Employees traveling on City business shall either be provided with City vehicles, given an allowance for the use of their private vehicles, or be provided other transportation expenses. Overtime resulting from attendance at any training or overnight conference shall be based on actual travel time to and from said training or conference other than training at ICC or within fifty (50) miles of the City of Pekin. The time spent at the training or conference will be considered as a regular duty shift regardless of the actual hours spent in training. (i.e. a one day training session shall be considered an eight (8) hour day, a one week session will be considered a forty (40) hour week regardless of the actual hours spent at the training). For voluntary training, overtime shall not be paid for travel time.

## **ARTICLE 24 – LEAVE TIME**

### Section 24.1 Funeral Time

Time off given to officers and employees for deaths occurring within their immediate family shall be limited to three (3) consecutive work days. Immediate family is defined as follows: spouse, child, stepchild, father, mother, brother, sister, stepmother, stepfather, stepbrother, stepsister, grandmother, grandfather, son-in-law, daughter-in-law, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law of the officer or employee. In the case of the death of an employee's grandfather-in-law or grandmother-in-law, funeral leave shall be limited to two (2) consecutive days.

Unusual circumstances shall be considered on an individual basis and by approval of the Chief of Police. For good cause shown, he may extend the leave.

### Section 24.2 Short-term Military Leave

Any employee covered by the terms of this Agreement who is a member of a reserve force of the Armed Forces of the United States or the State of Illinois and who is ordered by the appropriate authorities to attend training programs or perform assigned duties shall be granted a leave of absence, without pay, for the period of such activity and shall suffer no loss of seniority rights. Employees who are called up for a two-week active duty training may take a leave of absence without pay or take the option of using their earned vacation time/compensation time.

#### Section 24.3 Maternity Leave

An Officer who becomes pregnant, and who requests leave without pay may be granted leave without pay for the duration of her pregnancy and for a period of recuperation thereafter subject to the following:

- (a) An officer to whom such leave has been granted shall return to duty within two (2) months after termination of her pregnancy, unless she submits a certificate of a licensed physician that she is not physically fit to return to work.
- (b) If the officer fails to return to work other than as enumerated in section 24.3, paragraph (a) above, after the aforesaid two month period and does not have any accumulated sick or compensatory time, then the Employer shall have the right to terminate her employment. In such case the Employer shall have the right to hire another officer. The officer so terminated may, subject to the approval of the Chief, be eligible for re-employment at such time as the Employer determines that manpower is necessary. If the Employer has otherwise hired another officer, it is expressly understood that said officer shall be able to continue in employment, notwithstanding the fact that the regular officer who received maternity leave may otherwise want to resume employment.
- (c) It is further understood that an officer may use her accumulated sick time and compensation time and that after same is exhausted she shall be granted a leave without pay pursuant to the above procedures.

#### Section 24.4 Injury Leave

In the event any officer is injured while in the performance of employment for the City of Pekin, the City shall continue to pay the premiums on the Insurance referred to in Article 37 during the term the officer is unable to return to full time employment as an officer of the Pekin Police Department; provided, however, in no event shall the City be required to pay such premiums and costs beyond the time when such officer is entitled to be covered by Medicare or convert to regular retirement under the Police Pension Fund, or is eligible for coverage through another Employer. The City shall continue the officer's group term life insurance so long as the City is required to pay the officer's health insurance premium under this paragraph.

In the event an officer covered under this Agreement is injured while not in the performance of his employment or becomes sick or disabled by reason other than his employment with the City of Pekin and cannot engage in his full time employment as an officer of the Pekin Police Department by reason of sickness or disability, the City of Pekin shall pay the premiums for the insurance referred to in Article 37 for a period of up to twelve (12) months from the date such injury, sickness, or disability commences provided, however, in no event shall such payments extend beyond the date when said employee would be eligible for coverage by Medicare.

At the end of the twelve months of paid insurance premiums, if the officer has not returned to work, he will retain all insurance referred to in Article 37 as long as he makes the payment of the monthly premiums to the City. The monthly premium shall be the same as for all regular employees.

Section 24.5 Police Benevolent and Protective Association Labor Committee Conventions

Up to two (2) Officers shall be granted up to two (2) weeks leave of absence per year to attend State P.B.P.A. or National Association of Police Organizations conventions. Officers may use vacation, compensation time, or take unpaid leave. Requests for time off shall be made fourteen (14) days prior to the date requested.

Section 24.6 Family Emergencies

Officers who have used all vacation time and compensation time may be granted a leave of absence for up to ten (10) working days. Such leave of absence shall only be for valid family emergencies that would require an employee's absence from duty. The Chief of Police shall review any request for emergency leave and shall have the power to grant or deny such leave based on an individual case. The officer, upon returning to work, shall pay back to the Employer any time used during the leave of absence. The pay-back of the time shall be as soon as reasonably practical, but in no event shall it exceed 90 days from the time same was used. The method and manner of paying back shall be agreed upon between the officer and the Chief of Police.

Alternatively, officers may, where they qualify, request an unpaid leave of absence under the Family and Medical Leave Act, consistent with the provisions of that statute.

**ARTICLE 25 – WORKMAN'S COMPENSATION BENEFITS**

The City of Pekin will comply with applicable Illinois state laws in providing workman's compensation benefits to its employees working under this Agreement who are injured while acting in the line of duty. The Employer shall comply with the Public Employee Disability Act regarding on-duty claims. All claims shall be pursued in accordance with applicable law.

**ARTICLE 26 – SHIFT DIFFERENTIAL/SPECIAL ASSIGNMENT COMPENSATION**

Section 26.1 Evening/Night Watch Wage Matrix

Any officer who works the majority of their hours during the evening (3-11p) or night watch (11-7a) shall be compensated according to the evening/night wage matrix as identified in Appendix E.

Section 26.2 Field Training Officer Compensation

An officer designated as a Field Training Officer shall receive an additional sixty-five (\$65.00) dollars per month added to their base rate.

Section 26.3 Central Illinois Emergency Response Team

Anytime CIERT is called into service all CIERT members who respond will receive hazardous duty pay at the following rate:

- a) on duty – one (1) times their base rate;
- b) off duty – one and one half (1 ½) times their base rate.

Section 26.4 MEG Officer

Any officer assigned to the Multi-county Enforcement Group (MEG) shall be compensated according to the evening/night wage matrix as identified in Appendix D.

#### Section 26.5 Investigators

Any officer assigned to work in the investigative division of the Pekin Police Department shall receive an additional one hundred (\$100.00) dollars per month added to their base pay.

### **ARTICLE 27 – HOLIDAYS**

#### Section 27.1 Designated Holidays

- a. New Year's Day
- b. Martin Luther King, Jr. Day (effective 1-1-2012)
- c. Lincoln's Birthday
- d. Easter
- e. Memorial Day
- f. July 4<sup>th</sup>
- g. Labor Day
- h. Veteran's Day
- i. Thanksgiving Day
- j. Christmas Day

Holidays will be observed on their traditional dates.

#### Section 27.2 Compensation for Holidays

- a) All Officers who are covered by this agreement shall receive eight hours of straight time pay for each of the observed holidays listed in 27.1 in the first pay period in November of each year.
- b) The holiday shall be the twenty-four hour period beginning at 11:00 P.M., on the date preceding the date observed as the holiday, and ending at 10:59 P.M. on the date observed as the holiday.
- c) When an Officer is scheduled on duty and in fact, does work on duty on any designated holiday, the City shall pay the Officer at the rate of one and one-half times their normal rate of pay.
- d) Officers working overtime while in holiday pay status shall be compensated at 2 times their normal rate of pay for hours in excess of 8 hours.

### **ARTICLE 28 – EQUIPMENT ALLOWANCE**

(See Appendix D)

#### Section 28.1 Equipment For New Hires

The City shall provide the initial issue of uniforms and equipment as identified in Appendix D to all new hires excluding a weapon. The new hires will receive an equipment allowance on a pro-rata basis the next year based on their hire date. After his first year of employment he shall receive an annual allowance as defined in Section 28.2 of this Article.

#### Section 28.2 Equipment Allowance

Effective May 1, 2009, there shall be an equipment allowance in the amount of nine hundred (\$900) per year, per man, subject to regular income tax withholding. This shall be paid on July 1<sup>st</sup> of each year, except for new officers.

### Section 28.3 Reference Material

- a) The Employer shall make available to each employee a current copy the Criminal Code and the Illinois Motor Vehicle and will update them as necessary.
- b) The Employer shall provide the following additional reference materials for the use of all employees in locations where employees will have access to them:
  - 1) All City Ordinances
  - 2) A complete set of current Illinois Statutes with available updates.

## **ARTICLE 29 – VACATIONS**

### Section 29.1 Vacation Schedule

- a.) The following vacation schedule shall apply to officers covered by this Agreement:
  - 1. Officers with one (1) year of completed service shall receive two (2) weeks of paid vacation.
  - 2. Officers with five (5) years completed service but less than ten (10) years of completed service shall receive three (3) weeks of paid vacation.
  - 3. Officers with ten (10) years of completed service but less than fifteen (15) years of completed service shall receive four (4) weeks of paid vacation.
  - 4. Officers with fifteen (15) years or more of completed service shall receive five (5) weeks of paid vacation.
  - 5. As of May 1, 1997 vacation as earned in paragraph (4) above, shall be the maximum amount of vacation earned with the following exception:  
Officers with twenty (20) years or more of completed service prior to May 1, 1997 shall continue to receive six (6) weeks of paid vacation.
- b.) Vacations are paid by reason of time earned, and are paid according to the employee's hourly rate of pay as determined by Section 17.11.
- c.) An employee will become eligible for vacation after he completes one year of service. An employee will continue to be eligible for the amount of vacation as described in Section 29.1 (a) anytime in the calendar year that he completes the required years of service.

### Section 29.2 Vacation Payoff Upon Termination

When an officer's employment is terminated, he resigns, or he retires, he will receive pay for any vacation he became eligible for in the year of his termination, resignation or retirement that has not been taken. In addition, an employee shall receive one-twelfth (1/12) of his vacation earned for every month of completed service during the calendar year that his employment was terminated, he resigns, or retires, except if such termination occurs within the first twelve (12) months of employment.

### Section 29.3 Vacation Scheduling

The following procedures shall apply with respect to the scheduling of vacation:

- a.) Vacations may be taken anytime during the calendar year. If vacations have not been requested by October 1 of the calendar year, the Commanding Officer of the division or shift affected shall assign vacation periods at their discretion. In the event that operations will not allow said vacation time to be assigned, it will be allowed to carry over into the next calendar year.
- b.) Vacation days may be taken in increments of one day at a time.
- c.) Vacations shall be granted on a seniority basis until March 15<sup>th</sup> of the calendar year. Employees requesting split vacation period shall understand that the portion of vacation time designated as "first choice" shall be granted according to seniority if requested by March 15<sup>th</sup> each year. Additional requests or requests made after March 15<sup>th</sup> each year shall be granted on a first-come, first-served basis.
- d.) Requests for vacation time must be submitted in writing to the employee's immediate supervisor for approval.
- e.) The number of officers granted vacations at the same time shall be determined by the officer-in-charge of the effected shift or unit and based on the availability of manpower. A Sergeant, Lieutenant, or Deputy Chief shall always be on duty in the patrol division.
- f.) The officer-in-charge of the affected shift or unit shall notify the records division of all vacations, in writing.
- g.) Vacation requests submitted a minimum of 72 hours or more in advance of it's requested use shall not be denied.

### Section 29.4 Vacation Pay

Employees shall be entitled to receive their vacation pay before starting on their vacation providing that notice shall be given to their supervisor not less than five (5) days prior to the pay date immediately preceding their scheduled vacation period.

## **ARTICLE 30 – PERSONAL DAYS**

Officers shall be entitled to two (2) personal days per year. Scheduling shall be subject to manpower needs and further subject to such reasonable scheduling procedures as determined by the Chief of Police. Personal days may not be accumulated and shall be forfeited if not taken. Time off for the use of personal days will not be unreasonably denied.



## **ARTICLE 31 – DAYS OFF/SHIFT SELECTION AND TRANSFER**

### **Section 31.1 Selecting Days Off/Shifts**

Except as otherwise provided for in this agreement, officers shall select twice annually, for a period of six (6) months, their preferred shift and/or days off on the basis of their seniority. All requests for a change of shift and/or days off are to be given to the appropriate division commander no later than December 1<sup>st</sup> and June 1<sup>st</sup> of each year. All changes of shifts and/or days off shall be granted effective on the first Sunday in January and July of each year and continue pursuant to the procedure outlined above unless otherwise changed, according to this Agreement, until the first Sunday of the following year. This section applies to all officers covered by this agreement, regardless of the division or assignment to which they are assigned. This section shall in no way prohibit the filling of any vacancies according to seniority or time in rank seniority.

### **Section 31.2 Vacancies**

All vacancies which occur throughout the calendar year, whether through attrition or the addition of a position, which creates an opening, either for days off and/or a shift, shall be filled according to seniority or time-in-rank seniority.

### **Section 31.3 Non-requested Transfers**

Officers assigned outside the patrol division who are directed to return to the patrol division or any officer outside the patrol division who was placed on an assignment which is completed, may use their seniority to attain any shift and/or days off that they would be eligible for had they requested this reassignment pursuant to Section 31.1 or 31.2.

### **Section 31.4 Voluntary Transfers**

Officers may request a voluntary transfer from any division, shift, or assignment any time during the calendar year. Any such voluntary transfer must be approved by the Chief of Police or his designee. Officers transferring on a voluntary basis, other than as provided in Section 31.1, will forfeit their seniority rights as per their selection of shift and/or days off until such a time as they could use their seniority as provided in Section 31.1 or 31.2 to attain any shift and/or days off for which they would be eligible.

### **Section 31.5 Non-Voluntary Transfer**

Transfers deemed necessary by the Chief of Police as demonstrated by good cause will not be affected by the foregoing procedures.

### **Section 31.6 Reopener**

In the event that an identifiable problem occurs that impacts shift bidding by seniority, the parties agree to negotiate over accommodating the problem. The party wishing to bargain must provide written notice by certified mail, return receipt requested. The parties shall meet within ten (10) days or to some mutually agreed to date. Any impasses will be resolved through the Article dealing with Impasse Resolution.

## **ARTICLE 32 – SICK LEAVE**

### **Section 32.1 Statement of Purpose**

Sick leave is a benefit and not a right. Use of sick leave shall be for a non-job related illness or injury in accordance with policies which have been or may be

established by the Chief of Police or his designee. Additionally, employees may schedule up to 24 hours of earned sick leave per calendar year, in no less than 4 hour increments, to assist immediate family members in obtaining medical or dental care. Sick leave used for this purpose shall require 24 hours notice, except in case of emergency. Immediate family member, for purposes of this section, shall be defined as the employee's spouse, mother, father, child (adopted, biological, or step), maternal and paternal grandparents.

#### Section 32.2 Amount Received

Officers shall receive twelve (12) days each calendar year. Said days shall accrue at the rate of one per month, for new hires.

#### Section 32.3 Accumulation of Sick Leave

Sick leave may continue to accrue up to a maximum of 240 days. Sick leave as used shall be subtracted from the officer's accumulated total.

#### Section 32.4 Unused Sick Leave

No payment for any unused sick leave shall be made upon the termination of employment for any purpose other than retirement with pension benefits. In cases of retirement with immediate pension benefits or deferred pension benefit with a minimum of 20 years of service, the current value of accumulated sick leave shall be placed in an employer sponsored ICMA-RC PEHP Plan.

### **ARTICLE 33 – COLLEGE ACCREDITATION BENEFITS AND EDUCATION BONUS**

#### Section 33.1 Incentive Schedule

Any Officer who has completed thirty (30) hours of accredited work in an approved university, junior college, or other similar institution of higher learning shall receive an additional one thousand (\$1,000) dollars on his base pay. Any Officer completing sixty-four (64) hours of accredited college work shall, in addition to the one thousand (\$1,000) dollars previously earned, receive an additional one thousand five hundred (\$1,500) dollars on his base pay. Any officer who has completed one hundred twenty (120) hours shall receive an additional five hundred (\$500).

#### Section 33.2 Reimbursement

In order to qualify for the reimbursement, the area of study or hours completed must be in a curriculum related to the area of Law Enforcement or Criminal Justice, and/or specific business courses as approved by the Chief of Police. The employee must obtain approval, prior to course registration, from the Chief of Police for reimbursement of any graduate-level courses. At no time shall doctoral level courses be reimbursed.

If the officer enrolls in courses at a public university all costs of tuition and books will be reimbursed at one hundred percent (100%) for courses which the employee receives an "A" or "B" and fifty percent (50%) for courses in which the employee receives a "C". In the event that a necessary course is only available at a private college/university or circumstances dictate the necessity of enrolling in a private college/university for said course, reimbursement will be in accordance with the above guidelines only if prior approval was granted by the Chief of Police.



### Section 33.3 Shift Adjustment

An Officer may be allowed to adjust his work hours where manpower requirements allows to attend any classes in the above mentioned programs. Schedule adjustments must be approved by the Shift Commander.

## **ARTICLE 34 – WAGES**

(See Appendix E)

### Section 34.1 Step Pay Wage Schedule

The step salary for officers with more than two (2) years service will be determined by years of service completed during the contract year.

The annual step will be in accordance with the wage as attached hereto by reference as Appendix E.

References to Appendix E

2.5% effective May 1, 2015

2.5% effective May 1, 2016

2.5% effective May 1, 2017

2.5% effective May 1, 2018

These are general wage increases to be applied to all current steps (ie., the steps in effect on May 1, 2014 for patrol).

### Section 34.2 Sergeants Compensation

Any officer promoted to the rank of Sergeant shall be placed at the first step in the Sergeant's wage matrix. The Sergeant's wage matrix is attached hereto by reference as Appendix E.

### Section 34.3 Starting Wage

The Starting wage step will be maintained at a difference of \$7,915.00 below the two year wage step. The six (6) month, one (1) year and one and one half (1 ½) year steps will be adjusted accordingly.

## **ARTICLE 35 – REIMBURSEMENT FOR DAMAGED PERSONAL PROPERTY**

The Employer agrees to repair or replace based on reasonable and customary cost of replacement as necessary, an Employee's eye glasses, contact lenses and other personal effects (watches, personal jewelry and non-prescription sunglasses limited to \$75), including uniforms if such are damaged and equipment if broken (items over two hundred fifty (\$250.00) dollars as documented with and approved by the Chief), if during the course of the employee's duties the employee is required to exert physical force, is attacked by another person or damage is caused during the performance of their duties. Items lost or damaged by an officer's negligence are not eligible for reimbursement. Cellular phones and other personally owned electronic devices are not eligible for reimbursement.

## **ARTICLE 36 – GENERAL PROVISIONS**

### **Section 36.1 Union Representative Visitations**

Authorized representatives of the Policemen's Benevolent Labor Committee shall be permitted to visit the Department during working hours to talk with Officers of the local Union and/or representatives of the Employer concerning matters covered by this Agreement.

### **Section 36.2 Inoculations and Immunizations**

The Employer agrees to pay all expenses for inoculation or immunization shots for Employees and members of an Employee's family when such becomes necessary as a result of said Employee's exposure to contagious diseases where said Officer has been exposed to said disease in the line of duty. A signed physician's recommendation shall be required before such inoculation or immunization takes place.

### **Section 36.3 General Provisions**

The City shall provide parking spaces in the city parking lot adjacent to the Police Department for on-duty all bargaining unit members. The City shall monitor the parking area through electronic surveillance or other means and shall indemnify officers for vandalism that occurs on the City's property. Incidents of vandalism shall be reported to the officers' shift commander within forty-eight (48) hours of the date the damage was discovered. Officers agree to cooperate with the City to recover damages from individuals causing the vandalism.

## **ARTICLE 37 – INSURANCE**

### **Section 37.1 Basic Coverage**

For the term of this Agreement, the City shall continue to make available to regular, full-time employees and their eligible dependents health care benefits substantially similar to the health care benefits provided by the City of Pekin Employee Health Benefit Plan as proposed in the negotiation of this Agreement. The City reserves the right to continue to self insure, or to change or provide alternative health care benefits by third party insurance, health maintenance organization, or other means in its unilateral discretion, whenever the City finds such change appropriate. The City shall, upon request, meet and bargain with the Union regarding the impact upon salaries where it implements any significant, substantial changes in the overall benefits provided by the plan. The City reserves the right to implement cost containment provisions, including but not limited to preferred provider provisions, pre-admission and continuing admission review, managed care, mandatory second opinions and out-patient elective surgery. Claims for individual benefits shall be submitted pursuant to, and determined in accordance with, the provisions of the Employee Health Benefit Plan in effect, and shall not be subject to the grievance and arbitration procedure of this Agreement.

The City agrees that when the City's current agreement with Central States terminates, the bargaining unit shall be free to participate in whatever successor health care plan the City enters into, or at the option of the bargaining unit, to enter into any other health care plan for bargaining unit members and retirees. In the event that the bargaining unit chooses to participate in a different health plan, the City will pay the actual costs of coverage under that health plan, not to exceed the City's

portion of the per employee premium under the City plan.

#### **Section 37.2 Health Care Cost**

The premium for health care coverage under the City of Pekin Employee Health Benefit Plan is set and/or adjusted annually by the third party administrator in accordance with the Employee Retirement Income Security Act (ERISA). The City shall pay the cost for employee coverage for regular, full-time employees during active employment, and will pay the cost for family/dependent coverage for regular full-time employees during active employment from April 1, 1993 through April 30, 1996.

Effective October 1, 2015, employee participation in the payment of health care premiums shall be as set out below:

<b>Employee Participation</b>	<b>10/1/15</b>	<b>10/1/16</b>	<b>10/1/17</b>
Employee Only	\$ 60	\$ 65	\$ 70
Employee/Child	\$100	\$110	\$120
Employee/Spouse	\$140	\$155	\$170
Family	\$180	\$180	\$195

#### **Section 37.3 Compliance with Law**

The Employer will otherwise make available medical insurance as required by law, but will not be required to pay premiums for same. Individuals who have retired from the City or who retire after April 1, 1993, may elect to continue to participate in the City health insurance plan where they have such right under the Illinois Insurance or Pension Codes, but shall be responsible for the entire premium cost of the coverage they elect. Any retiree after May 1, 2010 shall be able to continue insurance in the applicable category (employee, family, etc.), and will share equally the applicable monthly rate with the City (the employee pays 50% and the City 50%) until the employee reaches the earlier of age 65 or eligibility for Medicare or the parties agree to change this provision.

#### **Section 37.4 Employee Term Life Insurance**

The City shall provide to all active officers with group term life insurance consistent with the current practice at no cost to the employee. Retired Officers on the date this Agreement took effect may continue in the current group term life plan at their expense.

### **ARTICLE 38 -- SECONDARY EMPLOYMENT**

Secondary employment outside the Pekin Police Department shall be subject to the Department's policies, rules and general orders; and shall not be unreasonably denied where the secondary employment does not conflict with the employee's primary job duties and responsibilities or the Pekin Police Department's policies, rules, general orders or mission.

## **ARTICLE 39 – RESIDENCY**

All officers must reside within the following geographical boundaries:

A twenty mile radius surrounding the 14<sup>th</sup> Street and Broadway intersection in the City of Pekin,

Any probationary officer must reside within the geographical boundaries defined above within eighteen (18) months of his or her employment with the City of Pekin.

For purposes of this agreement "reside" shall mean a person who maintains his or her actual residence within the above described boundaries.

In the event that a new position is created within the Police Department that necessitates an "immediate response", the Union and the City agree to negotiate the boundaries.

## **ARTICLE 40 – CANINE OFFICER**

### **Section 40.1 Care and Maintenance**

Any officer assigned as a canine officer shall be allotted five (5) hours per week during his regular schedule to cover the continued care, maintenance, and grooming of the dog. The canine officer shall be compensated one half (1/2) hours pay or compensatory time at time and one-half on his days off including weekends, compensation days, personal days, sick days, or any other day the officer is not working his regular shift day. Where an officer assigned as a canine officer is required to expend additional time outside his regularly scheduled duty hours in the care and maintenance of his assigned dog, he shall be paid time and one half (pay or compensation) for such additional work, provided the officer obtains advanced authorization before engaging in such additional work.

### **Section 40.2 Kennel**

The Employer shall be responsible for providing a kennel at the assigned officer's residence for maintaining the dog.

### **Section 40.3 Food and Medical Costs**

The Employer shall be responsible for all food and veterinary costs incurred by the dog.

### **Section 40.4 Liability**

The Employer shall maintain liability insurance and indemnify the officer for acts of the dog in accordance with Article 18.

### **Section 40.5 Status Compensation**

The officer shall be compensated according to the provisions of Article 17 sections 17.4 "Call-back", 17.6 "On-call Status", and 17.9 "Standby", for any assignments made specific for the use of the dog.

### **Section 40.6 Boarding**

When any officer assigned to the Canine program is on vacation, at the officer's discretion, he may request the City to board the dog at the City's expense.

#### Section 40.7 Limitations

The Employer may call in the Canine Officer without being in violation of any provisions for "Overtime Distribution" as long as the service being performed requires the use of the canine unit (i.e., building search, vehicle search, drug searches or any other event whereby prudent law enforcement practices recommend the use of a dog). The Canine Officer shall be eligible for other overtime opportunities pursuant to the overtime distribution provisions.

#### Section 40.8 Damaged Clothing

Any clothing damaged by the dog shall be replaced according to the provisions of Article 35 of this Agreement.

### **ARTICLE 41 – PROMOTIONS**

#### Section 41.1 Sergeants Promotional Exam

Sergeants promotional testing shall be comprised of the following elements:

Written Exam	50%
Command Points*	20%
Assessment Center	15%
Sergeants Points*	10%
Education	5%
Associate's Degree	1 point
Bachelor's Degree	3 points
Master's Degree	5 points

\*derived from the numerical mean rating.

Veterans points as prescribed by the Fire and Police Commission Act.

#### Section 41.2 Testing Procedure

The City and the Union agree that the Command Points and Sergeants Points shall be filed with the Fire and Police Commission and simultaneously disclosed to the officers involved prior to either the written exam or the assessment center.

### **ARTICLE 42 – FITNESS FOR DUTY EXAMINATIONS/EVALUATIONS**

The chief has the right to require an employee to submit to a fitness for duty evaluation when a reasonable basis exists to question an officer's fitness for duty. The doctor who performs the fitness for duty evaluation shall be under a duty to release all information to the affected employee; that is required to be released by law at the same time that the doctor provides a written fitness report. It is understood that Employee HIPPA Authorization shall be required and that information prohibited by law from disclosure shall not be provided to the parties.

In the event an officer is found to be unfit, the officer must, within fourteen days of receipt of the written report and supporting documentation of said finding, make an appointment with a physician for evaluation to be conducted within a reasonable period of time not to exceed sixty days unless more time is required to see a specialist. An officer who is found unfit for duty, and whose unfitness is not compensable under the Workers Compensation Act, shall be placed on unpaid status, but may use sick leave or other accumulated paid leave until such time as the second doctor issues his report, or until such paid leave time is exhausted, at which time the officer shall be

eligible for disability benefits under the health insurance plan.

If the second doctor says the officer is unfit the officer shall not be returned to duty unless or until there are changed circumstances. If the second doctor says the officer is fit, the doctor's report and supporting documents shall be provided to the original examining doctor at the same time the second doctor issues his/her fitness report. It is understood that Employee HIPPA Authorization shall be required and that information prohibited by law from disclosure shall not be provided to the parties.

Upon receipt of the second doctor's written report of the officer's fitness for duty, the City must immediately return the employee to full pay status. The City may, within fourteen days of receipt of the report, schedule an appointment with a third physician for evaluation to be conducted within a reasonable period of time not to exceed sixty days unless more time is required to see a specialist. In the event the City does not schedule a third medical appointment within 14 days the officer shall be returned to full duty and all leave used by the Officer after the first finding of unfit for duty shall be restored to the Officer.

In the event the City schedules an additional (3<sup>rd</sup>) examination, the third doctor shall be chosen on a rotation basis from pre-agreed panels of three qualified physicians or by mutual agreement of the parties. There shall be one panel for asserted mental unfitness and another panel for asserted physiological unfitness. In the event the parties are unable to agree on members for a panel, the selection of doctors shall be remanded to Arbitrator Stephen Goldberg, or another mutually agreed arbitrator, for med/arb proceedings.

If the third doctor finds the officer fit for duty the officer will be returned to full duty and all leave used by the officer after the first finding of unfitness for duty shall be restored to the officer. If the third doctor says the officer is unfit the officer shall not be returned to duty unless or until there are changed circumstances.

For the purposes of this Article, all doctors/physicians in the case of asserted mental unfitness for duty shall be either Board Certified Psychiatrists (M.D.) or Board Certified Psychologists holding a Doctorate (PhD.) in Psychology.

For the purposes of this Article, all doctors/physicians in the case of asserted physiological unfitness for duty shall be licensed medical doctors who may be Board Certified in occupational medicine unless the officer's medical condition warrants a different specialty.



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For the purposes of this Article, all doctors/physicians in the case of asserted mental unfitness for duty shall be either Board Certified Psychiatrists (M.D.) or Board Certified Psychologists holding a Doctorate (PhD.) in Psychology.

For the purposes of this Article, all doctors/physicians in the case of asserted physiological unfitness for duty shall be licensed medical doctors who may be Board Certified in occupational medicine unless the officer's medical condition warrants a different specialty.

## **ARTICLE 43 – NOTICES**

Any notices required under this contract shall be directed as follows:

To the City of Pekin:	City Manager City Hall 111 S. Capitol Street Pekin, IL 61554
To the Union:	Policemen's Benevolent Labor Committee 840 S. Spring Street Springfield, IL 62704
And	PBLC Union President Pekin Police Department 111 S. Capitol Street Pekin, IL 61554

In furtherance of the notice required referred to above, the sworn police officers of the City of Pekin covered hereby shall constantly keep on file with the City Manager of the City of Pekin, Illinois, the name of its duly elected representative and the address to which all notices shall be given said representative.

## **ARTICLE 44 – SAVINGS CLAUSE**

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

## **ARTICLE 45 – COMPLETE AGREEMENT**

The parties acknowledge that, during the negotiations which preceded this contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

## **ARTICLE 46 – DURATION**

### **Section 46.1 Recognition/Bargaining**

The Employer shall continue to recognize and bargain with the Union so long as the Union represents a majority of the officers covered by this Agreement.



#### Section 46.2 Terms of Agreement

This Agreement shall be effective from May 1, 2015, and shall remain in full force and effect until April 30, 2019. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than 120 days preceding expiration and no later than 60 days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

#### Section 46.3 Reopener

The parties agree to negotiate over wages and health insurance for fiscal years, 2017/18 if the City notifies the Union, pursuant to this Section, of its desire to negotiate employee insurance premium contributions. Topics of negotiation must be related to wages and health insurance which may include but shall not be limited to general wage increases, longevity, specialty pay, rank differential, health insurance contributions, health insurance benefits and the health insurance plan applicable to bargaining unit employees. Such negotiations shall commence upon the service by certified mail by either party of a demand to bargain no later than 120 days prior to the expiration of the 2016/17 fiscal year (ie... April 30, 2017). Any impasse that may result from such negotiations shall be subject to Section 14 of the ILRA.

#### Section 46.4 Continuing Effect

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date only if negotiations of resolution of impasse procedure are continuing for a new agreement or part thereof between the parties.

SIGNATURES

City of Pekin

By

CITY OF PEKIN

Mayor

John McCabe

ATTEST

Sue M. McMillan

PEKIN POLICE BENEVOLENT LABOR COMMITTEE

P.B.L.C. Representative

Bargaining Committee

5227  
5250  
5226  
#5128  
#5225

APPENDIX A  
(Refer to Article 6)



**POLICEMEN'S BENEVOLENT & PROTECTIVE ASSOCIATION**  
**LABOR COMMITTEE**  
435 West Washington Street  
Springfield, Illinois 62702  
217/523-5141 • Fax: 217/523-7677

**OFFICIAL DUES DEDUCTION FORM**

I, the undersigned, hereby authorize the regular monthly deduction of dues and assessments levied by the Policemen's Benevolent Labor Committee. Said dues, to be deducted twice per month, shall be remitted and made payable to the Policemen's Benevolent Labor Committee at 435 West Washington Street, Springfield, Illinois 62702. Any objection to said dues may be processed through the Illinois State Labor Relations Board pursuant to the Board's Rules and Regulation. The Labor Committee certifies that all dues and assessments will be utilized for the sole purpose of collective bargaining, contract administration, and/or the legal defense of its members. The Labor Committee further certifies that the full amount of fair share dues covers only the cost of collective bargaining and contract administration.

☐ Full membership @ \$30.00 per month

☐ Fair share membership @ \$30.00 per month

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

APPENDIX B  
(Refer to Article 12)

**GRIEVANCE**

(use additional sheets where necessary)

Department: \_\_\_\_\_ Date Filed: \_\_\_\_\_

Grievant's Name: \_\_\_\_\_

Last

First

M.I.

**STEP ONE**

Date of incident or Date knew of Facts Giving Rise to Grievance: \_\_\_\_\_

Article(s) and Section(s) of Contract violated: \_\_\_\_\_

Briefly state the facts: \_\_\_\_\_

Remedy Sought: \_\_\_\_\_

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

Grievant's Signature \_\_\_\_\_

PBLC Representative Signature \_\_\_\_\_

**EMPLOYER STEP ONE RESPONSE**

Employer Representative Signature \_\_\_\_\_

Position \_\_\_\_\_

Person to Whom Response given \_\_\_\_\_

Date \_\_\_\_\_

**STEP TWO**

Reason for Advancing Grievance: \_\_\_\_\_

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

Grievant's Signature \_\_\_\_\_

PBLC Representative Signature \_\_\_\_\_

**EMPLOYER'S STEP TWO RESPONSE**

Employer Representative Signature \_\_\_\_\_

Position \_\_\_\_\_

Person to Whom Response given \_\_\_\_\_

Date \_\_\_\_\_

APPENDIX B  
(Refer to Article 12)

**STEP THREE**

Reasons for Advancing Grievance: \_\_\_\_\_

\_\_\_\_\_

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

Grievant's Signature \_\_\_\_\_

PBLC Representative Signature \_\_\_\_\_

**EMPLOYER STEP THREE RESPONSE**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employer Representative Signature \_\_\_\_\_

Position \_\_\_\_\_

Person to Whom Response Given \_\_\_\_\_

Date \_\_\_\_\_

**STEP FOUR**

Reasons for Advancing Grievance: \_\_\_\_\_

\_\_\_\_\_

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

Grievant's Signature \_\_\_\_\_

PBLC Representative Signature \_\_\_\_\_

**EMPLOYER'S STEP FOUR RESPONSE**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employer Representative Signature \_\_\_\_\_

Position \_\_\_\_\_

Person to Whom Response Given \_\_\_\_\_

Date \_\_\_\_\_

**REFERRAL TO ARBITRATION by  
The Policemen's Benevolent Labor Committee**

Person to Whom Response Given \_\_\_\_\_

Date \_\_\_\_\_

PBLC Representative \_\_\_\_\_



## **APPENDIX C – OVERTIME DISTRIBUTION**

(Refer to Article 17)

### **Section 1 – Distribution**

- a) The Labor Council or its designee shall notify in writing the Chief of Police or his designee as to who will serve as the Union representative as well as any alternates for each shift in regard to the distribution of overtime.
- b) All overtime will be distributed as equally as practical among the officers on each shift. Overtime for patrolmen will be filled by patrolmen, and overtime for sergeants will be filled by sergeants. In the event of long term illness for any sergeant, commencing on the fourth day of illness, a command officer of a higher rank may be assigned to fill the sergeant's position at the discretion of the Chief of Police provided it is the higher ranking officers normally scheduled working day.
- c) Overtime will be afforded to qualified officers, however, if all qualified officers refuse the overtime or cannot be contacted, the overtime may be offered to officers from another shift. If there are still no qualified volunteers, then the junior qualified officer will be required to perform the overtime. Such required overtime will be noted on the overtime records, and the officer will not be required to work overtime until all officers on his shift have been required to work overtime. This will be done by progression, from junior officer to senior officer.

### **Section 2 – Guidelines**

- a) Overtime records start January 1 of each year.
- b) An officer's overtime shall consist of actual overtime hours offered, hours worked, hours refused, and hours required. Records will be kept in segments of two hours.
- c) A refusal mark will be given to any officer who refuses overtime for any reason.
- d) New employees will receive a shift average of overtime marks. This average, plus all overtime offered, will be carried in all moves from shift to shift or to special services. New officers will not be offered overtime that requires them to work on their own until they no longer work with a Field Training Officer.
- e) An overtime sheet will be maintained each month on each shift by the officer and/or the alternate officer designated by the Union. Overtime worked, refusals, and required overtime shall be designated on this sheet by marks next to the officer's name (see example attached). This list will be kept up to date as overtime is needed. Unless an officer can present check stubs to prove otherwise, this list will be final.
- f) Overtime on the job, i.e., officers required to work past the end of his shift in order to finish an arrest, report, or other details in progress, will not be counted as distributed overtime, and no marks will be given.
- g) When unknown or unanticipated vacancies occur on a shift, or more officers are needed on a shift, the overtime will be filed by dividing the vacancy or need for more officers equally between the two adjacent shifts. An officer, or officers, will be held over from the preceding shift for four

hours, and an officer, or officers will be called in four hours from the following shift. The designated officer on the preceding shift will advise the shift supervisor of who is next eligible for overtime until the need for officers is filled. The designated officer on the shift with the need for overtime will advise the shift supervisor of who is to be called in to fill the last four hours of the vacancy or need for officers. Nothing in this procedure shall require the city to fill any four hour segment of a vacancy or to fill any vacancy.

- h) When it becomes necessary for the city to schedule overtime to fill a shift vacancy, it may be done by using an officer on the shift where the vacancy exists. The overtime will be filled by using an officer on his normal day off. The designated officer will be notified by the shift supervisor that overtime to fill a vacancy is needed and the designated officer will advise the shift supervisor of who is next up for the overtime.
- i) Overtime for special services will be distributed the same as each shift with the exception that officers in special services who are called out while in "on call" status shall not receive overtime marks for such overtime worked.
- j) Special situation overtime is defined as work performed which is not considered to be "normal patrol duties". Examples of such work includes parades, crowd control and special events. Special situation overtime will be noted on a separate overtime credit list, which will be made out according to seniority. Overtime will be distributed as equally as practical among qualified officers of the bargaining unit. If all qualified officers refuse the overtime or can not be contacted, then the junior qualified officer will be required to perform the overtime. Such required overtime will be noted on the special situation overtime list and the officer will not be required to work overtime until all qualified officers have been required to work overtime. This will be done by progression, from junior officer to senior officer.
- k) The City may use auxiliary police in equal numbers with the commissioned officers for special events or other situations as long as commissioned officers are asked first and are available for the assignment. For special events, if there are not a sufficient number of commissioned officers available to adequately staff the event the City may utilize more auxiliary officers.

## **APPENDIX D – ISSUED UNIFORM AND EQUIPMENT LIST**

(Refer to Article 28)

### **Uniforms, Badges & Insignia:**

<u>Quantity</u>	<u>Item</u>
3	Short Sleeve Uniform Shirts
3	Long Sleeve Uniform Shirts
2	Uniform Pants
1	Heavy Uniform Coat (Gore-tex)
1	Light Uniform Coat
1	Uniform Hat
1	Uniform Hat Rain Cover
1	Winter Fur lined Trooper Hat
2	Shirt/Coat Badges
1	Wallet Badge
1	Hat Badge
2	Name Tags
1	Uniform Tie
1	Tie Clip

### **Body Armor:**

1	Body Armor Threat Level II with Trauma Plate
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### **Duty Belt and Accessories (Synthetic or Leather-Officer's Option):**

1	Inner Duty Belt
1	Outer Duty Belt
1	Holster
1	Double Magazine Pouch
1	Double Cuff Case
1	Baton
1	Baton Holder
1	Glove Pouch
2	Handcuffs
1	Flashlight Ring
1	Belt Keepers (Set of Four)
1	Police flashlight, holder, wand and charger

The above enumerated equipment shall remain the property of the City of Pekin.

**APPENDIX E-1**  
**PATROL DAYWATCH**  
**[Refer to Article 34]**

TIME IN		2.5%		2.5%		2.5%		2.5%	
RANK	5/1/2014	5/1/2015		5/1/2016		5/1/2017		5/1/2018	
START	53,442.84	54,778.91	26.34	56,148.38	26.99	57,552.09	27.67	58,990.90	28.36
6 MOS	55,421.59	56,807.13	27.31	58,227.31	27.99	59,682.99	28.69	61,175.07	29.41
1 Yr	57,400.34	58,835.35	28.29	60,306.23	28.99	61,813.89	29.72	63,359.24	30.46
18 MOS	59,379.09	60,863.57	29.26	62,385.16	29.99	63,944.79	30.74	65,543.40	31.51
2 Yr	61,357.84	62,891.79	30.24	64,464.08	30.99	66,075.68	31.77	67,727.57	32.56
3 Yr	61,622.60	63,163.17	30.37	64,742.24	31.13	66,360.80	31.90	68,019.82	32.70
4 Yr	61,887.38	63,434.56	30.50	65,020.43	31.26	66,645.94	32.04	68,312.09	32.84
5 Yr	62,152.15	63,705.95	30.63	65,298.60	31.39	66,931.07	32.18	68,604.34	32.98
6 Yr	62,416.94	63,977.36	30.76	65,576.80	31.53	67,216.22	32.32	68,896.62	33.12
7 Yr	62,681.71	64,248.75	30.89	65,854.97	31.66	67,501.35	32.45	69,188.88	33.26
8 Yr	62,946.47	64,520.13	31.02	66,133.14	31.79	67,786.46	32.59	69,481.13	33.40
9 Yr	63,211.25	64,791.53	31.15	66,411.32	31.93	68,071.60	32.73	69,773.39	33.54
10 Yr	63,476.03	65,062.93	31.28	66,689.50	32.06	68,356.74	32.86	70,065.66	33.69
11 Yr	63,740.80	65,334.32	31.41	66,967.68	32.20	68,641.87	33.00	70,357.92	33.83
12 Yr	64,005.57	65,605.71	31.54	67,245.85	32.33	68,927.00	33.14	70,650.17	33.97
13 Yr	64,270.34	65,877.10	31.67	67,524.03	32.46	69,212.13	33.28	70,942.43	34.11
14 Yr	64,535.11	66,148.49	31.80	67,802.20	32.60	69,497.25	33.41	71,234.69	34.25
15 Yr	64,799.90	66,419.90	31.93	68,080.39	32.73	69,782.40	33.55	71,526.96	34.39
16 Yr	65,064.66	66,691.28	32.06	68,358.56	32.86	70,067.52	33.69	71,819.21	34.53
17 Yr	65,329.43	66,962.67	32.19	68,636.73	33.00	70,352.65	33.82	72,111.47	34.67
18 Yr	65,594.21	67,234.07	32.32	68,914.92	33.13	70,637.79	33.96	72,403.73	34.81
19 Yr	65,858.99	67,505.46	32.45	69,193.10	33.27	70,922.93	34.10	72,696.00	34.95
20 Yr	66,123.76	67,776.85	32.59	69,471.28	33.40	71,208.06	34.23	72,988.26	35.09
21 Yr	66,388.53	68,048.24	32.72	69,749.45	33.53	71,493.19	34.37	73,280.52	35.23
22 Yr	66,653.30	68,319.63	32.85	70,027.62	33.67	71,778.31	34.51	73,572.77	35.37
23 Yr	66,918.09	68,591.04	32.98	70,305.82	33.80	72,063.46	34.65	73,865.05	35.51
24 Yr	67,182.85	68,862.42	33.11	70,583.98	33.93	72,348.58	34.78	74,157.30	35.65
25 Yr	67,447.62	69,133.81	33.24	70,862.16	34.07	72,633.71	34.92	74,449.55	35.79

**APPENDIX E-2**  
**PATROL EVENING/NIGHT WATCH**  
**[Refer to Article 34]**

TIME IN		2.5%		2.5%		2.5%		2.5%	
RANK	5/1/2014	5/1/2015		5/1/2016		5/1/2017		5/1/2018	
START	54,331.97	55,690.27	26.77	57,082.53	27.44	58,509.59	28.13	59,972.33	28.83
6 MOS	56,310.72	57,718.49	27.75	59,161.45	28.44	60,640.49	29.15	62,156.50	29.88
1 Yr	58,289.47	59,746.71	28.72	61,240.37	29.44	62,771.38	30.18	64,340.67	30.93
18 MOS	60,268.22	61,774.93	29.70	63,319.30	30.44	64,902.28	31.20	66,524.84	31.98
2 Yr	62,246.97	63,803.14	30.67	65,398.22	31.44	67,033.18	32.23	68,709.01	33.03
3 Yr	62,511.74	64,074.53	30.81	65,676.40	31.58	67,318.31	32.36	69,001.26	33.17
4 Yr	62,776.51	64,345.92	30.94	65,954.57	31.71	67,603.44	32.50	69,293.52	33.31
5 Yr	63,041.29	64,617.32	31.07	66,232.76	31.84	67,888.57	32.64	69,585.79	33.45
6 Yr	63,306.06	64,888.71	31.20	66,510.93	31.98	68,173.70	32.78	69,878.05	33.60
7 Yr	63,570.83	65,160.10	31.33	66,789.10	32.11	68,458.83	32.91	70,170.30	33.74
8 Yr	63,835.61	65,431.50	31.46	67,067.29	32.24	68,743.97	33.05	70,462.57	33.88
9 Yr	64,100.38	65,702.89	31.59	67,345.46	32.38	69,029.10	33.19	70,754.83	34.02
10 Yr	64,365.15	65,974.28	31.72	67,623.64	32.51	69,314.23	33.32	71,047.08	34.16
11 Yr	64,629.94	66,245.69	31.85	67,901.83	32.65	69,599.38	33.46	71,339.36	34.30
12 Yr	64,894.70	66,517.07	31.98	68,179.99	32.78	69,884.49	33.60	71,631.61	34.44
13 Yr	65,159.47	66,788.46	32.11	68,458.17	32.91	70,169.62	33.74	71,923.86	34.58
14 Yr	65,424.25	67,059.86	32.24	68,736.35	33.05	70,454.76	33.87	72,216.13	34.72
15 Yr	65,689.02	67,331.25	32.37	69,014.53	33.18	70,739.89	34.01	72,508.39	34.86
16 Yr	65,953.79	67,602.63	32.50	69,292.70	33.31	71,025.02	34.15	72,800.64	35.00
17 Yr	66,218.57	67,874.03	32.63	69,570.89	33.45	71,310.16	34.28	73,092.91	35.14
18 Yr	66,483.34	68,145.42	32.76	69,849.06	33.58	71,595.29	34.42	73,385.17	35.28
19 Yr	66,748.13	68,416.83	32.89	70,127.25	33.72	71,880.44	34.56	73,677.45	35.42
20 Yr	67,012.89	68,688.21	33.02	70,405.42	33.85	72,165.55	34.69	73,969.69	35.56
21 Yr	67,277.66	68,959.60	33.15	70,683.59	33.98	72,450.68	34.83	74,261.95	35.70
22 Yr	67,542.44	69,231.00	33.28	70,961.78	34.12	72,735.82	34.97	74,554.22	35.84
23 Yr	67,807.20	69,502.38	33.41	71,239.94	34.25	73,020.94	35.11	74,846.46	35.98
24 Yr	68,071.98	69,773.78	33.55	71,518.12	34.38	73,306.08	35.24	75,138.73	36.12
25 Yr	68,336.76	70,045.18	33.68	71,796.31	34.52	73,591.22	35.38	75,431.00	36.26



**APPENDIX E-3**  
**SERGEANT DAYWATCH**  
**[Refer to Article 34]**

TIME IN		2.5%		2.5%		2.5%		2.5%	
RANK	5/1/2014	5/1/2015		5/1/2016		5/1/2017		5/1/2018	
START	73,243.99	75,075.09	36.09	76,951.97	37.00	78,875.77	37.92	80,847.66	38.87
1 Yr	73,508.76	75,346.48	36.22	77,230.14	37.13	79,160.89	38.06	81,139.92	39.01
2 Yr	73,773.52	75,617.86	36.35	77,508.30	37.26	79,446.01	38.20	81,432.16	39.15
3 Yr	74,038.30	75,889.26	36.49	77,786.49	37.40	79,731.15	38.33	81,724.43	39.29
4 Yr	74,303.07	76,160.65	36.62	78,064.66	37.53	80,016.28	38.47	82,016.69	39.43
5 Yr	74,567.84	76,432.04	36.75	78,342.84	37.66	80,301.41	38.61	82,308.94	39.57
6 Yr	74,832.60	76,703.42	36.88	78,621.00	37.80	80,586.53	38.74	82,601.19	39.71
7 Yr	75,097.38	76,974.81	37.01	78,899.18	37.93	80,871.66	38.88	82,893.46	39.85
8 Yr	75,362.15	77,246.20	37.14	79,177.36	38.07	81,156.79	39.02	83,185.71	39.99
9 Yr	75,626.91	77,517.58	37.27	79,455.52	38.20	81,441.91	39.15	83,477.96	40.13
10 Yr	75,891.68	77,788.97	37.40	79,733.70	38.33	81,727.04	39.29	83,770.21	40.27
11 Yr	76,156.45	78,060.36	37.53	80,011.87	38.47	82,012.17	39.43	84,062.47	40.41
12 Yr	76,421.43	78,331.97	37.66	80,290.26	38.60	82,297.52	39.57	84,354.96	40.56
13 Yr	76,685.99	78,603.14	37.79	80,568.22	38.73	82,582.42	39.70	84,646.98	40.70
14 Yr	76,950.76	78,874.53	37.92	80,846.39	38.87	82,867.55	39.84	84,939.24	40.84
15 Yr	77,215.52	79,145.91	38.05	81,124.56	39.00	83,152.67	39.98	85,231.49	40.98
16 Yr	77,480.29	79,417.30	38.18	81,402.73	39.14	83,437.80	40.11	85,523.74	41.12
17 Yr	77,745.07	79,688.70	38.31	81,680.91	39.27	83,722.94	40.25	85,816.01	41.26
18 Yr	78,009.84	79,960.09	38.44	81,959.09	39.40	84,008.07	40.39	86,108.27	41.40
19 Yr	78,274.60	80,231.47	38.57	82,237.25	39.54	84,293.18	40.53	86,400.51	41.54
20 Yr	78,539.37	80,502.85	38.70	82,515.43	39.67	84,578.31	40.66	86,692.77	41.68
21 Yr	78,804.15	80,774.25	38.83	82,793.61	39.80	84,863.45	40.80	86,985.04	41.82
22 Yr	79,068.91	81,045.63	38.96	83,071.77	39.94	85,148.57	40.94	87,277.28	41.96
23 Yr	79,333.68	81,317.02	39.09	83,349.95	40.07	85,433.70	41.07	87,569.54	42.10
24 Yr	79,598.45	81,588.41	39.23	83,628.12	40.21	85,718.82	41.21	87,861.80	42.24
25 Yr	79,863.21	81,859.79	39.36	83,906.29	40.34	86,003.94	41.35	88,154.04	42.38



**APPENDIX E-4**  
**SERGEANT EVENING/NIGHT WATCH**  
**[Refer to Article 34]**

TIME IN		2.5%		2.5%		2.5%		2.5%	
RANK	5/1/2014	5/1/2015		5/1/2016		5/1/2017		5/1/2018	
START	74,133.13	75,986.46	36.53	77,886.12	37.45	79,833.27	38.38	81,829.10	39.34
1 Yr	74,397.91	76,257.86	36.66	78,164.30	37.58	80,118.41	38.52	82,121.37	39.48
2 Yr	74,662.69	76,529.26	36.79	78,442.49	37.71	80,403.55	38.66	82,413.64	39.62
3 Yr	74,927.48	76,800.67	36.92	78,720.68	37.85	80,688.70	38.79	82,705.92	39.76
4 Yr	75,192.26	77,072.07	37.05	78,998.87	37.98	80,973.84	38.93	82,998.19	39.90
5 Yr	75,457.03	77,343.46	37.18	79,277.04	38.11	81,258.97	39.07	83,290.44	40.04
6 Yr	75,721.81	77,614.86	37.31	79,555.23	38.25	81,544.11	39.20	83,582.71	40.18
7 Yr	75,986.60	77,886.27	37.45	79,833.42	38.38	81,829.26	39.34	83,874.99	40.32
8 Yr	76,251.38	78,157.66	37.58	80,111.61	38.52	82,114.40	39.48	84,167.26	40.47
9 Yr	76,516.16	78,429.06	37.71	80,389.79	38.65	82,399.54	39.62	84,459.52	40.61
10 Yr	76,780.94	78,700.46	37.84	80,667.98	38.78	82,684.67	39.75	84,751.79	40.75
11 Yr	77,045.73	78,971.87	37.97	80,946.17	38.92	82,969.82	39.89	85,044.07	40.89
12 Yr	77,310.50	79,243.26	38.10	81,224.34	39.05	83,254.95	40.03	85,336.33	41.03
13 Yr	77,575.28	79,514.66	38.23	81,502.53	39.18	83,540.09	40.16	85,628.59	41.17
14 Yr	77,840.06	79,786.06	38.36	81,780.71	39.32	83,825.23	40.30	85,920.86	41.31
15 Yr	78,104.85	80,057.47	38.49	82,058.91	39.45	84,110.38	40.44	86,213.14	41.45
16 Yr	78,369.63	80,328.87	38.62	82,337.09	39.59	84,395.52	40.57	86,505.41	41.59
17 Yr	78,634.41	80,600.27	38.75	82,615.28	39.72	84,680.66	40.71	86,797.68	41.73
18 Yr	78,899.18	80,871.66	38.88	82,893.45	39.85	84,965.79	40.85	87,089.93	41.87
19 Yr	79,163.97	81,143.07	39.01	83,171.65	39.99	85,250.94	40.99	87,382.21	42.01
20 Yr	79,428.75	81,414.47	39.14	83,449.83	40.12	85,536.08	41.12	87,674.48	42.15
21 Yr	79,693.53	81,685.87	39.27	83,728.01	40.25	85,821.22	41.26	87,966.75	42.29
22 Yr	79,958.31	81,957.27	39.40	84,006.20	40.39	86,106.35	41.40	88,259.01	42.43
23 Yr	80,223.10	82,228.68	39.53	84,284.39	40.52	86,391.50	41.53	88,551.29	42.57
24 Yr	80,487.88	82,500.08	39.66	84,562.58	40.66	86,676.64	41.67	88,843.56	42.71
25 Yr	80,752.66	82,771.48	39.79	84,840.76	40.79	86,961.78	41.81	89,135.83	42.85

LETTER OF AGREEMENT

BY AND BETWEEN

PEKIN POLICE BENEVOLENT LABOR COMMITTEE AND CITY OF PEKIN, ILLINOIS

Whereas: The City of Pekin, Illinois (Employer) and the Pekin Police Benevolent Labor Committee (Union) are parties to a collective bargaining agreement covering a period of time from May 1, 2009 through April 30, 2015 (Agreement).

Whereas: The Employer and the Union desire to modify Article 30 of the Agreement.

The Employer and the Union therefore agree to the following modification to Article 30, as indicated by the underlined language:

ARTICLE 30 – PERSONAL DAYS

Officers shall be entitled to two (2) personal days per calendar year. ~~Scheduling shall be subject to manpower needs and further subject to such reasonable scheduling procedures as determined by the Chief of Police.~~ Personal days may not be accumulated and shall be forfeited if not taken. Time off for the use of personal days will not be ~~unreasonably~~ denied, unless the approval of a personal day on a holiday (as listed in Article 27) would create forced overtime. Officers shall, when practicable, provide at least two (2) hours notice before requesting a personal day.

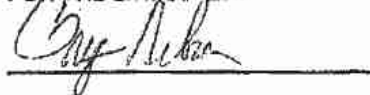
The Employer and the Union agree that the current practices of awarding and denying vacation and compensatory time off requests is in accordance with the relevant language of the collective bargaining agreement.

The Union and the Employer further agree that this change is not intended to alter or modify, in any way, any of the other terms or conditions of the Agreement.

This Letter of Agreement shall become effective upon the execution of same and shall expire upon the expiration date of the Agreement.

The Union and the Employer, having had ample time and opportunity to give full consideration to this Letter of Agreement, both represent that the signatories hereto have authority to implement this Letter of Agreement.

FOR THE EMPLOYER:



Date: 12.17.2014

FOR THE UNION:



Date: 12-17-14

LETTER OF AGREEMENT

BY AND BETWEEN

PEKIN POLICE BENEVOLENT LABOR COMMITTEE AND CITY OF PEKIN, ILLINOIS

Whereas: The City of Pekin, Illinois (Employer) and the Pekin Police Benevolent Labor Committee (Union) are parties to a collective bargaining agreement covering a period of time from May 1, 2009 through April 30, 2014 (Agreement).

Whereas: The Employer and the Union desire to modify Article 32, Section 32.1 of the Agreement.

The Employer and the Union therefore agree to the following modification to Article 32, Section 32.1 as indicated by the underlined language:

Sick leave is a benefit and not a right. Use of sick leave shall be for a non-job related illness or injury in accordance with policies which have been or may be established by the Chief of Police or his designee.

Sick leave may also be used to care for an immediate family member who is suffering from illness or injury. It is expected, however, that the officer equally share the responsibility for care with other immediate family members. Sick leave may also be used during an authorized FMLA absence for the birth or adoption of an officer's child.

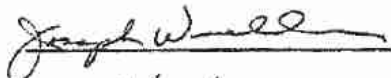
Additionally, employees may schedule up to 24 hours of earned sick leave per calendar year, in no less than 4 hour increments, to assist family members in obtaining medical or dental care. Sick leave used for this purpose shall require 24 hours notice, except in case of emergency. Immediate family member, for purpose of this section shall be defined as the employee's spouse, civil union partner, mother, father, child (adopted, biological, or step), maternal and paternal grandparents.

The Union and the Employer further agree that this change is not intended to alter or modify, in any way, any of the other terms or conditions of the Agreement.

This Letter of Agreement shall become effective upon the execution of same and shall expire upon the expiration date of the Agreement.

The Union and the Employer, having had ample time and opportunity to give full consideration to this Letter of Agreement, both represent that the signatories hereto have authority to implement this Letter of Agreement.

FOR THE EMPLOYER:



Date: 6/29/12

FOR THE UNION:



Date: 6/29/12

LETTER OF AGREEMENT

BY AND BETWEEN

PEKIN POLICE BENEVOLENT LABOR COMMITTEE AND CITY OF PEKIN, ILLINOIS

Whereas: The City of Pekin, Illinois (Employer) and the Pekin Police Benevolent Labor Committee (Union) are parties to a collective bargaining agreement covering a period of time from May 1, 2009 through April 30, 2015 (Agreement).

Whereas: The Employer and the Union desire to modify Article 23 and Appendix C of the Agreement.

The Employer and the Union therefore agree to the following modification to Article 23, as indicated by the underlined language:

Section 23.5 ILEAS Training

Officers assigned to the ILEAS WMD team who attend multi-day ILEAS training events which occur on the officer's regularly scheduled day off shall not have their days off rescheduled per Section 23.1

The Employer and the Union therefore agree to the following modification to Appendix C, as indicated by the underlined language:

- c) A refusal mark will be given to any officer who refuses overtime for any reason, except that refusals shall not be charged for overtime hours that are reimbursable and non-forcible.

The Union and the Employer further agree that this change is not intended to alter or modify, in any way, any of the other terms or conditions of the Agreement.

This Letter of Agreement shall become effective upon the execution of same and shall expire upon the expiration date of the Agreement.

The Union and the Employer, having had ample time and opportunity to give full consideration to this Letter of Agreement, both represent that the signatories hereto have authority to implement this Letter of Agreement.

FOR THE EMPLOYER:

FOR THE UNION:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signed 6/28/16  
original to SPAM

#### SIDE LETTER OF AGREEMENT

The City of Pekin and the Pekin Police Benevolent Labor Committee, for the remaining effect of their current collective bargaining agreement and for the duration of their successor agreement, which will span from May of 2015 to April of 2019, agree to the following Side Letter:

1. The parties were able to reach full agreement on all open issues except for the singular issue of scheduling vacation leave in segments of two or less vacation days, and this Side Letter is specific to the individual subject matter of scheduling vacation leave in segments of two or less vacation days.

2. The parties agree to the following procedure which shall begin upon implementation of the mid-year 2016 shift bid and shall end on December 31, 2016 unless the parties mutually agree otherwise; 6/28/16

a. Employee requests to use vacation leave in segments of two or less days shall be submitted to Telestaff. Within 72 hours of this electronic submission, the request shall be acted upon by management by either approving or denying the request. Any failure to act upon the request shall be considered an approval. 72 hrs  
Response

b. Any denial of a request to use vacation leave in segments of two or less days may be discussed by the employee with an Assistant Chief or the Chief of Police without the officer being disciplined for initiating such discussion.

3. After December 31, 2016, the specific subject matter of scheduling vacation leave in segments of two days or less may be reopened for further negotiation by either party notwithstanding any contrary language appearing at §46.3 of the collective bargaining agreement. If those negotiations fail to produce agreement, the specific subject matter of scheduling vacation leave can be referred to §14 interest arbitration by either party, and if this specific subject matter will be routed to interest arbitration, the parties agree to request the services of Arbitration Stephen Goldberg to resolve the impasse.

AGREEMENT ACKNOWLEDGED this \_\_\_\_\_ day of \_\_\_\_\_, 2016:

\_\_\_\_\_  
John Dossey, City of Pekin Police Chief

\_\_\_\_\_  
Rick Von Rohr, Pekin PBLC

\* WE CHECK TELESTAFF IF CT IS GONE  
& ENSURE BEING HANDLED.

## SETTLEMENT AGREEMENT

Between the following parties:

City of Pekin;  
and  
Pekin Police Benevolent Labor Committee

Settlement of:

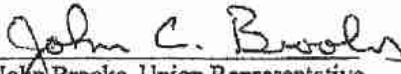
Grievance filed November 24, 2010 alleging a violation of Article 31, §31.2;

WHEREAS THE PARTIES MUTUALLY DESIRE TO RESOLVE AND CONCLUDE THIS MATTER, THEY AGREE UPON THE FOLLOWING RESOLUTION:

- A. The grievance will not be further processed by the Union, and the grievance shall not be used as evidence in any future proceeding by either party;
- B. A vacancy, in the context of §31.2 of the collective bargaining agreement, exists only when declared by the Chief of Police;
- C. When the Chief declares a vacancy in the Patrol Division, it shall be filled by the existing language at §31.2, as further explained below:
  - 1. If the Chief declares a vacancy, he shall also indicate whether the declaration of the vacancy is to address a manpower shortage on a shift. A "manpower shortage" occurs when there are too few officers on the shift to provide police services as determined by the Chief of Police. A vacancy does not necessarily exist where an officer assigned to a particular shift has become unavailable to serve in a full duty capacity, however the Chief may declare a vacancy in such circumstances.
  - 2. If the Chief declares a vacancy to address a manpower shortage, all eligible officers in the Patrol Division may bid for the vacant shift/days off as set forth at §31.2. If no officers bid for the shift vacancy, the least senior officer in the Patrol Division will fill the shift vacancy, but the transfer shall occur no sooner than 14 calendar days after the Chief's declaration of the vacancy.
  - 3. If the filling of the vacancy is not to address a manpower shortage on a shift, the vacancy shall be filled from only within the shift in which the vacancy occurs and no officer will be forced to fill the vacancy.
- D. The persons signing this agreement have authority to bind the parties they represent to its terms;



- E. This agreement shall terminate when the current collective bargaining agreement is replaced by a successor agreement, or until 30 days after either party has given notice of intent to renegotiate this agreement's terms;
- F. Neither party waives the right to enforce the terms of this settlement agreement, and this agreement may be used by either party in any action to enforce it

  
John Brooks, Union Representative

  
Greg Nelson, Chief of Police

Executed this 7<sup>th</sup> day of <sup>APRIL</sup>~~MARCH~~, 2011.