



City of Pekin

REGULAR COUNCIL MEETING MONDAY, APRIL 12, 2010
5:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE
Mayor Rusty L. Dunn

III. ROLL CALL
Clerk to Call the Roll

IV. APPROVAL OF AGENDA
ACTION: Motion to approve the meeting agenda.

VOTE REQUIRED

V. APPROVAL OF MINUTES
ACTION: Motion to approve minutes of Regular Council Meeting of March 22, 2010.

VOTE REQUIRED

VI. PUBLIC INPUT ON AGENDA ITEMS
Speakers to state name, address, and spell last name. Questions unrelated to agenda items are accepted during "Public Questions" near the end of the meeting.

VII. CONSENT AGENDA

- 1. Receive and File Monthly Reports and Minutes:** Police March Report, Tazewell County Animal Control March Report, and Traffic Safety Committee Meeting April 2, 2010
- 2. Approve Proclamation** "Arbor Day" April 30, 2010
"Pekin Community High School JROTC Month"
- 3. Receive and File** bids Court Street (IL 9) approaches at Vogel and Barney Project - Opened March 25, 2010
- 4. Receive and File** Tazewell County Health Department West Nile Virus Grant award of \$500.00
- 5. Resolution No. 41-09/10** – Appointment of Sue McMillan and Susanne Stumpf as Freedom of Information Officers for the City of Pekin

ACTION: Motion to approve all items listed on the Consent Agenda by Omnibus Vote.

VOTE REQUIRED TO APPROVE CONSENT AGENDA

VIII. COMMUNICATIONS, PETITIONS, REPORTS

Special Olympics Police Department v. Fire Department Basketball Game
May 4, 2010 at 6:30 p.m. Pekin High School

IX. NEW BUSINESS

1. Award Bid Vogel and Barney

(JW)

DESCRIPTION: concrete at intersections with Court Street have failed. Seven bids were received to to remove existing 8" pavement and curb, repair sub grade as necessary and replace with 10" concrete estimated at \$155,825.00. Recommendation is to accept the low bid.

ACTION: Motion to approve the bid in the amount of \$97,618.69 and award the contract to R.A. Cullinan & Son.

VOTE REQUIRED

2. Joint Agreement with the Illinois Department of Transportation for Traffic Signal Upgrade

(JW)

DESCRIPTION: State project to resurface Rt 9 from Olt Avenue to Tremont and modernize traffic signals. City to participate in 50% of the cost plus 10% engineering for Court & Veterans and Court & Barney intersections. Set to bid April 23, 2010 and completed this summer.

ACTION: Motion to approve agreement Section 10-00179-TL.

VOTE REQUIRED

3. Resolution No. 42-09/10 – Maintenance of Streets and Highways Section 10-00179-00-TL

(JW)

DESCRIPTION: request to appropriate \$4,000.00 of Motor Fuel Tax funds for project to support Joint Agreement with IDOT to resurface Rt 9 and upgrade traffic signals to left turning standards at Court & Veterans and Court & Barney.

ACTION: Motion to adopt the Resolution in the amount of \$4,000.00.

VOTE REQUIRED

4. Municipal Estimate of Maintenance Costs May 1, 2010 - April 30, 2011 Sec 10-00000-00-GM

(JW)

DESCRIPTION: Cost for general maintenance of 7 operations of the Street Department, lighting, snow removal, signals, signs, tree removal, etc. totaling \$650,975.00. Expenditure provided in Motor Fuel Tax budget.

ACTION: Motion to approve costs estimates to be submitted to IDOT.

VOTE REQUIRED

5. Resolution No. 43-09/10 – Illinois Department of Transportation Resolution for Maintenance of Streets and Highways Section 10-00000-00- GM

(JW)

DESCRIPTION: request to appropriate \$660,000.00 of Motor Fuel Tax funds for Municipal Maintenance Costs.

ACTION: Motion to adopt the Resolution in the amount of \$660,000.

VOTE REQUIRED

6. **Resolution No. 39-07/08Amended-09/10 – Illinois Department of Transportation Resolution for Maintenance of Streets and Highways SECTION 08-00000-00- GM** (JW)
DESCRIPTION: amends Resolution No. 39-07/08 to appropriate an additional \$51,660.00 of Motor Fuel Tax funds for operations costs due to severe winter weather and ice that caused over run in tree and snow line item.

ACTION: Motion to adopt the Resolution in the amount of \$51,660.00.

VOTE REQUIRED

7. **Agreement Between the City of Pekin and the Policemen's Benevolent and Protective Association** (DK)
DESCRIPTION: Police Bargaining Unit Contract May 1, 2009- April 30, 2014 with re-opener language on wages and health insurance in 2012.

ACTION: Motion to approve the agreement.

VOTE REQUIRED

- X. **ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL**
Council Members
Staff
Public Questions
Press Time

- XI. **EXECUTIVE SESSION**
5 ILCS 120/2 (c) 1. *The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body, including hearing testimony on a complaint lodged against an employee to determine its validity.*

5 ILCS 120/2 (c) 5. *The purchase or lease of real property for the use of the public body.*

ACTION: Motion to move to executive session.

VOTE REQUIRED

- XII. **ADJOURNMENT**
With no further action to come before the Council the Mayor declares meeting closed in open session.

NO VOTE REQUIRED

**PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, MARCH 22, 2010 AT 5:30 O'CLOCK P.M.
RUSTY L. DUNN, MAYOR PRESIDING**

**PRESENT: COUNCIL MEMBERS, ABEL, BLANCHARD, BARRA, KORTKAMP,
SCHMIDGALL, STRAND AND DUNN**

ABSENT: NONE

The **Pledge of Allegiance** was led by Mayor Dunn.

Roll was called and all Council Members were present.

AGENDA

Motion by Council Member Kortkamp, seconded by Council Member Abel, that **item 9. under New Business be removed from the Agenda, item 10. become item 9. , and the amended agenda be approved.** On roll call vote, all present voted Aye.

MINUTES

Motion by Council Member Abel, seconded by Council Member Barra, that the **minutes of the Regular City Council Meeting of March 8, 2010 and the Special Meeting of March 8, 2010, be approved as written.** On roll call vote, all present voted Aye.

PUBLIC INPUT ON AGENDA ITEMS

Jim Mangan 1200 Parkway, asked the Council to vote no on approving a Code of Conduct for Council Members. He read several scenarios where he felt the code as written would not be enforced fairly. Mr. Mangan cited the 5th Amendment and stated a code of conduct was unconstitutional.

The Council received favorable support from the public regarding the amendment to the loan agreement with Central Illinois Sports Alliance. The following spoke favorably of the management, the potential for youth sports, the desire to succeed, and the value to walkers:

Alan Tucker, 303 Broadway, Denver Colorado

Mark Giearski, 107 Arrow

Jeff Vedis, 109

Janet and Bob Brown, 1201 South 13th Street

Todd Furniss 5104 S. Cameron Lane

John McCabe 1401 Glendale, spoke in favor of the approval of the Code of Conduct.

CONSENT AGENDA

Motion by Council Member Schmidgall, seconded by Council Member Strand, that the Consent Agenda be approved as presented.

Mayor Dunn read and presented the following for consideration of the Consent Agenda items by Omnibus Vote.

1. **Receive and File Monthly Reports and Minutes:** Liquor Commission Draft Minutes Rescheduled
Meeting March 10, 2010 and Police Department February Report.
2. **Proclamation:** "AMBUCS Charity Auction" Friday May 7, 2010
"Parkinson's is the pits month" April 2010
"National Fair Housing Month" April 2010
3. **Charitable Solicitation:** American Youth Basketball Tournament April 23-24
4. **Receive and File PPUATS Long Range (2010-2035) Plan.**

5. **Resolution No. 40-09/10** – For Governor to Reconsider Reduction in Local Government Distribution Fund

6. **Receive and File** the Pekin Planning Commission Minutes dated March 10, 2010.

7. **Receive and File Pekin Planning Commission Hearings and Recommendations:**

- a. Hearing #09-1795 – recommends approval the site plan for a Funeral Home for property located at the corner of Parkway and Velde Drive.
- b. Hearing #09-1796 – recommends the zoning for property for a Funeral Home located at the corner of Parkway and Velde Drive.
- c. Hearing #09-1797 – recommends approval of the special use request for a Funeral Home for property located at the corner of Parkway and Velde Drive.

On roll call vote, all present voted Aye.

COMMUNICATIONS PRESENTATION

PUBLIC HEARING CONDUIT FINANCING

A Public Hearing was opened by Mayor Dunn at 5:44 p.m. regarding a plan of finance to issue one or more series of the City's revenue bonds in an aggregated principal amount not to exceed \$25,000,000. City Manager Dennis Kief introduced background information regarding a proposed Ordinance authorizing the issuance. He indicated the proceeds of the Bonds would be loaned to Pekin Memorial Hospital to be used, together with other funds to currently refund the outstanding portion of several Pekin Memorial Hospital 1993 Series Bonds and pay certain expenses incurred in connection with the issuance and refunding of binds. He also advised all were permitted by the City's home rule powers and that the Bonds did not constitute a dept of the City. The Bonds would be payable solely out of the revenues assigned for their payment in accordance with the loan agreement between the Hospital and the City. Residents, taxpayers, and other interested parties were given the opportunity to express their views for or against the proposed plan of financing.

Kevin Andrews, Pekin Memorial Hospital CEO, addressed the Council to comment on the proposed plan of finance. He compared the action to be taken to an individual refinancing their home mortgage. He advised the Council that the Hospital intended to take advantage of the excellent current interest rates and opportunity to finance from a variable rate to a fixed rate.

No other comments were received. The public hearing was closed at 5:48 p.m.

PUBLIC HEARING ANNEXATION

1. A Public Hearing was opened by Mayor Dunn at 5:48 p.m. for the purpose of considering and hearing testimony as to the adoption of an ordinance authorizing the annexation to the City of Pekin of a tract of property comprising approximately 60 acres of land. City Manager Dennis Kief spoke to the consideration of extending the City boundaries to include the property purchased by the City in October of 2008 known as the Evans property and Iber property adjacent to Route 98. Approximately 20 years ago the area was touted as a potential Industrial Park. He informed the Council and public that the Planning Commission would review the zoning of the property to PUD at their April 26th meeting after which time staff would make a recommendation that the annexation be authorized. All taxing bodies were served proper notice and affidavit of mailing completed. No additional comments were heard. The public hearing was closed at 5:50 p.m.

PUBLIC HEARING BUDGET

A Public Hearing was opened by Mayor Dunn at 5:50 p.m. for the purpose of considering and hearing testimony relative to the adoption of the budget for the City of Pekin for fiscal year May 1, 2010 through April 30, 2011 which budget was published in the Pekin Times on March 10, 2010 and made available for public inspection in the office of the City Clerk. City Manager Dennis Kief noted the following:

- Revenue projections down.

- Expenses exceeded the reserves by an amount (\$527,083) – the difference between the lesser amount that the General Fund received from the 2009 levy than the 2008 (\$588,197)
- Only 15% of the tax bill comes to the City
- FY2011 Budget could necessitate the utilization of General Funds currently estimated at \$527,083.
- Would amend the Budget if the State carries out the proposed 30% reduction in State Local Government Distributed Funds

The public was given an opportunity to be heard.

Jim Mangan, 1200 Parkway Drive told Council recommending a deficit budget was irresponsible. He suggested:

1. 5% employee pay cut across the board
2. 10% staff cuts
3. Council to accept 50% of Pay
4. no loans to businesses

The Public Hearing was closed at 6:05 p.m.

NEW BUSINESS

RESOLUTION NO. 38-09/10

ADOPTING THE FISCAL YEAR MAY 1, 2010 THROUGH APRIL 30, 2011 BUDGET FOR THE CITY OF PEKIN

Motion by Council Member Kortkamp, seconded by Council Member Abel, that **Resolution No. 38-09/10, be adopted.** City Manager Dennis Kief presented and recommended the resolution that approves expenses and revenues for May 1, 2010. He indicated as proposed, the General Reserves could be utilized in an estimated \$527,083.00. Council Member Blanchard stated he would be voting no. He felt the budget was not responsible, other cuts could be made, and staff needed to reprioritize after hearing the State was reducing funding. Council Members Barra, Kortkamp, Strand, and Schmidgall spoke in support of the proposal and use of reserves if needed. Mayor Dunn hoped that the City did not get into the position of cuts to salaries or personnel and expressed praise to the employees that run the City. On roll call vote all present voted; Ayes, Barra, Strand Kortkamp, Schmidgall, Abel, and Dunn; Nay Blanchard. Motion Carried.

ORDINANCE NO. 2611-09/10

AN ORDINANCE AMENDING ORDINANCE NO. 1197

Motion by Council Member Blanchard, seconded by Council Member Kortkamp, that the **Ordinance No. 2611-09/10, be adopted.** City Manager Dennis Kief presented a recommendation to amend the City's present established fee to be charged for assisting private entities in the issuance of revenue bonds. He advised that within the ordinance and amendments for fee structure with respect to projects financed inside or out side the city limits. He felt it appropriate to exercise home rule powers and amend the language for projects outside the city limits to receive a fee of 0.3% of the amount of the bonds. Up to 1/3 or 0.1% of that cost could be provided in the form of in-kind services to the City and to recoup all legal fees involved in the preparation of the necessary documentation for outside of the city limits and up to 1/2 or 0.1% of in-kind services for inside the city limit projects. Council Member Blanchard spoke in opposition of the additional preference to businesses. He sited the benefit already given for the use of the City of Pekin's credit rating. Attorney Burt Dancy indicated the rate was consistent with market and other municipalities. Mr. Dancy also addressed the Councilman's question of liability and stated the City was not liable for the bond issue. On roll call vote: Ayes, Strand, Schmidgall, Barra, Kortkamp, Abel, and Dunn; Nay, Blanchard. Motion Carried.

ORDINANCE NO. 2612-09/10

ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$25,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS REVENUE REFUNDING BONDS, SERIES 2010 (PEKIN MEMORIAL HOSPITAL)

Motion by Council Member Schmidgall, seconded by Council Member Abel, that the **Ordinance No. 2612-09/10, be adopted.** City Manager Dennis Kief requested Council's action for approval of an ordinance approving conduit financing to the Hospital in an amount not to exceed \$25,000,000. He advised the re-payment of the debt service would be solely revenue pledged by the Hospital. The City would be indemnified for repayment of lease obligations and the City not contractually obligated to repay the bond

obligations. The City would not pledge funds, property or resources for repayment nor would it constitute a debt of the City. Mr. Kief indicated the City had provided similar tax-exempt bonds that private entities had utilized for the refinancing of UAW Highrise, Dirksen Congressional Center, and previously to the Pekin Hospital. On roll call vote all present voted Aye.

ORDINANCE NO. 2613-09/10
AMENDING CITY OF PEKIN / CENTRAL ILLINOIS SPORTS ALLIANCE
LOAN AGREEMENT

Motion by Council Member Abel, seconded by Council Member Strand, that the **Ordinance No. 2613-09/10, be adopted.** Council was advised that in December the City had entered into a Loan Agreement to assist in the acquisition of the Dragon's Dome. The Manager recommended that a 6th year be added to the loan but the eligible Hotel-Motel tax credit be reduced. The amendments to the repayment schedule would accommodate a transition period experience by the Alliance and afford their request to subdivide some of the property for potential sale. Council Member Blanchard spoke in opposition in assisting the business endeavor. A general discussion of support was heard from other Council Members. On roll call vote; Ayes, Strand, Abel, Schmidgall, Barra, Kortkamp, and Dunn; Nay Blanchard. Motion Carried.

Public Works Director Joe Wuellner addressed the next three recommendations of the Pekin Planning Commission for which he advised Council that funeral home were allowed in residential district and no objections were heard from residents of the area.

Motion by Council Member Strand, seconded by Council Member Blanchard, that the **SITE PLAN FOR HENDERSON FUNERAL HOME** on property located at the corner of Parkway and Velde Drive , **be approved.** On roll call vote, all present voted Aye.

Motion by Council Member Strand, seconded by Council Member Abel, that the **SPECIAL USE REQUEST FOR A FUNERAL HOME BY HENDERSON FUNERAL HOME** on property located at the corner of Parkway and Velde Drive, **be approved.** On roll call vote, all present voted Aye.

ORDINANCE NO. 1568-A179-09/10
PROVIDING FOR THE REZONING OF CERTAIN PROPERTY AT PARKWAY AND VELDE
DRIVE FROM AG TO R-2 PART PIN 04-04-25-100-033

Motion by Council Member Barra, seconded by Council Member Kortkamp, that the **Ordinance No. 1568-A179-09/10, be adopted.** On roll call vote, all present voted Aye.

Motion by Council Member Blanchard, seconded by Council Member Barra, that the **AGREEMENT WITH HANSON PROFESSIONAL SERVICES FOR THE PRELIMINARY DESIGN OF PETRI AND EL CAMINO EXTENSION, in an amount not to exceed \$258,076.59, be approved.** Mr. Wuellner next asked that Council consider professional services for design of an alternate route to move traffic east and west between 5th and 14th Streets other than El Camino Drive proposed extension. Petri extended would provide access to the Riverway Business Park, new park sports complex, and reduce daily traffic using Koch Street. On roll call vote, all present voted Aye.

Motion by Council Member Strand, seconded by Council Member Kortkamp, that the **COUNCIL MEMBERS CODE OF CONDUCT, be approved.** Attorney Burt Dancy presented the policy. He stated it was straight forward and simple outline of conduct for elected officials. A Code of Conduct for Pekin Council was not unique nor its constitutionality questionable. Council Member Blanchard read from a prepared statement his objections to the policy. He stated the document was vague with subjective words to which people would have varying opinions, a Pandora's Box to punish those that didn't get along, and a potential for abuse down the road from future administrations. Council Member Barra commented that ethical behavior should be instilled and elected officials had responsibility to act with honor with or without a written code. On roll call vote; Ayes, Schmidgall, Strand, Kortkamp, Abel, and Dunn; Nays, Blanchard and Barra. Motion Carried.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Director of Solid Waste Greg Ranney informed the public that yard waste collection would resume the week of March 29, 2010.

Council Member Abel encouraged the public to submit their Census report to insure the City receives the highest federal funding based on population.

Mayor Dunn announced that the Pekin Public Library would hold an Open House in April for the public to view the renovations made to the lobby area.

Council Member Blanchard expressed appreciation for the prayers and cards received following the death of his wife's sister.

Marge Melchers 1821 Highwood addressed Council with her request to honor Astronaut and native son Scott Altman by renaming Veterans Drive. She read his biography and accomplishment and submitted the letter for the public record.

Winnette Klopfenstein, 317 Henrietta, spoke on behalf of 14 residents representing 8 homes in the 300 block of Henrietta Street concerning the residence at 323 Henrietta. It was stated that the home had been a nuisance for years but a new tenants had been remodeling the structure into 3 apartment units without proper zoning or building permits. There have been calls to the City regarding building materials and junk in the yards. Photos and statement were submitted to the City Clerk for the record. Chuck Stevens 320 Henrietta also asked that the City require the owner to restore the home to a single family dwelling.

Mayor Dunn gave staff direction to follow up on the complaints.

EXECUTIVE SESSION

Motion by Council Member Barra, seconded by Council Member Blanchard, that the Council move to Executive Session at 7:25 P.M. to discuss **5 ILCS 120/2 (c) 2. Collective Bargaining and 5 ILCS 120/2 (c) 11. Litigation.** On roll call vote all present voted Aye.

No further business to come before the Council, in open session, Mayor Dunn called the meeting closed.

COUNCIL ADJOURNED AT 7:45 P.M.

Sue E. McMillan
City Clerk

CITY OF PEKIN

POLICE DEPARTMENT

PEKIN POLICE DEPARTMENT END OF MONTH REPORT FOR MARCH 2010

	MARCH 2009	FEBRUARY 2010	MARCH 2010
TRAFFIC TICKETS	480	388	462
WARNING TICKETS	385	255	336
OFFENSES	589	394	433
ARRESTS	271	132	187
PARKING TICKETS	252	322	293
STOPS	566	662	867

CITY ORDINANCE TICKETS FOR MARCH 2010

NUMBER OF TICKETS WRITTEN 78
NUMBER OF TICKETS PAID OVER THE COUNTER 21
FINES COLLECTED OVER THE COUNTER \$4650

IMPOUNDED VEHICLES FOR MARCH 2010

TOTAL VEHICLES IMPOUNDED: 48
AMOUNT OF FINES COLLECTED: \$21,000

OFFENSES

DRUG RELATED	9
DUI	18
DWLS/R	17
UOW	0

MULTIPLE OFFENSES

DRUGS/DUI	1
DRUGS/DWLS-R	1
DUI/UOW	1
DUI/DWLS	1
TOTAL	48

TAZEWELL COUNTY ANIMAL CONTROL

City: PEKIN

Date: 4-1-10

Billing For Month of March 2010

\$3,601.09

Tazewell Animal Control
PO BOX 158
TREMONT IL 61568

CITY OF PEKIN
111 S CAPITOL ROOM 242
PEKIN IL 61554

Animal Counts Brought in by Wardens between March 1, 2010 and March 31, 2010

City	Warden	Origin	PickUp Site	PickUp Date	Species	Breed	Disposition	Days	Log #
Pekin									
	Hoyland	City	1410 S 10TH	3/3/2010	Cat	DSH	E	16	100396
	Hoyland	City	1902 willow	3/2/2010	Cat	DSH	E	3	100391
	Vogel	City	1902 #9 SHERIDAN	3/15/2010	Cat	DSH	E	4	100445
	Hoyland	City	714 PRINCE	3/16/2010	Dog	HUSKY MIX	E	10	100446
	Hoyland	City	2418 COURT	3/16/2010	Dog	TERRIER MIX			100450
	Hoyland	City	1224 HAWTHORNE	3/2/2010	Other	RACCOON	E	0	100384
	Hoyland	City	1705 LAMAR	3/9/2010	Cat	DSH	E	1	100426
	Hoyland	City	1500 BLK HEILMAN	3/3/2010	Dog	PIT	R	5	100402
	Hoyland	City	609 S 3RD	3/11/2010	Dog	MIN PIN MIX			100435
	Hoyland	City	11TH & STATE	3/5/2010	Dog	LAB	R	3	100415
	Hoyland	City	11TH & STATE	3/5/2010	Dog	LAB	R	3	100416
	Hoyland	City	2ND & DERBY	3/5/2010	Dog	BOXER	R	11	100417
	HOMER	City	16TH & HENERRITA	3/6/2010	Dog	PIT/LAB	R	2	100419
	HOMER	City	401 MARGRET	3/6/2010	Dog	HOUND MIX	R	2	100420
	HARMS	City	PEKIN POLICE DEPT	3/7/2010	Dog	BORDER MIX	A	8	100421
	Hoyland	City	1907 CHICORY	3/20/2010	Dog	LAB MIX	E	11	100474
	Hoyland	City	1902 WILLOW	3/3/2010	Cat	DMH	E	2	100401
	Vogel	City	1011 GINGOTEAGUE	3/29/2010	Cat	DSH	E	2	100543
	Hoyland	City	2215 GLENDALE	3/19/2010	Dog	PIT	R	3	100465
	Hoyland	City	1500 BLK WEST SHORE	3/25/2010	Dog	PIT			100527
	Hoyland	City	103 FAYETTE	3/25/2010	Cat	DSH	E	4	100529
	Vogel	City	1729 VALLE VISTA	3/26/2010	Other	RACCOON	E	0	100533
	HARMS	City	108 PARKVIEW CT APT 4	3/26/2010	Dog	HEELER MIX			100534
	HARMS	City	2113 MT VERNON	3/27/2010	Dog	JACK RUSSELL	R	3	100535
	Hoyland	City	1008 S 9TH	3/25/2010	Dog	LAB MIX	R	0	100521
	HARMS	City	300 BLK DERBY	3/29/2010	Dog	CORGI	REL	1	100540
	Hoyland	City	2008 STATE	3/25/2010	Cat	DSH	E	4	100524
	HARMS	City	710 GRANDVIEW	3/29/2010	Cat	DSH	E	2	100547
	HARMS	City	710 GRANDVIEW	3/29/2010	Cat	DSH			100548
	HARMS	City	1101 S CAPITOL	3/29/2010	Dog	PIT			100553
	HARMS	City	lsc	3/31/2010	Dog	BORDER/AUSSIE			100556
	HARMS	City	TSC	3/31/2010	Dog	JACK RUSS MIX			100557
	Hoyland	City	1105 OXFORD	3/31/2010	Cat	DLH			100563
	HARMS	City	1500 S CAPITOL	3/27/2010	Dog	BICHIN/POODLE			100539
	Hoyland	City	215 1/2 COURT APT 1	3/20/2010	Cat	DSH	E	2	100470
	Hoyland	City	215 1/2 COURT APT 1	3/20/2010	Cat	DSH	E	2	100468
	Hoyland	City	#3 BEACHCOMBER	3/23/2010	Cat	DSH			100493
	Hoyland	City	1710 MEMORIAL	3/23/2010	Cat	DSH	E	3	100492
	Hoyland	City	1214 S 12 TH	3/22/2010	Dog	LAB	E	9	100490
	Hoyland	City	1011 EL CAMINO	3/22/2010	Cat	DLH	E	7	100482
	Hoyland	City	409 FAIRLANE	3/21/2010	Dog	PIT MIX	REL	10	100478
	Hoyland	City	1226 S 13TH	3/20/2010	Dog	LAB MIX			100472
	Hoyland	City	301 S 4TH	3/24/2010	Dog	PIT MIX	R	1	100512
	Hoyland	City	215 1/2 COURT APT 1	3/20/2010	Cat	DSH	E	2	100469
	Hoyland	City	1500 BLK WEST SHORE	3/25/2010	Dog	PIT			100528
	Hoyland	City	1907 CHICORY	3/20/2010	Dog	LAB MIX	E	11	100473

Total Dogs picked up in Pekin: 2

Total Cats picked up in Pekin: 1

Total Others picked up in Pekin:

Animal Counts Brought in by Individuals between March 1, 2010 and March 31, 2010

City	In By	Origin	PickUp Site	PickUp Date	Species	Breed	Disposition	Days	Log #
Pekin									
Individual	City		1802 S 14TH	3/22/2010	Cat	DSH	E	1	100480
Individual	City		1802 S 14TH	3/25/2010	Cat	DSH	E	4	100526
Individual	City		1802 S 14TH	3/24/2010	Cat	DSH	E	7	100508
Individual	City		1802 S 14TH	3/23/2010	Cat	DSH	E	3	100491
Individual	County		RT 98	3/22/2010	Dog	CHOW MIX	R	1	100488
Individual	City		1502 KOCH	3/22/2010	Cat	DSH			100487
Individual	City		1320 EXECUTIVE CT	3/2/2010	Cat	DSH	A	2	100387
Individual	City		1802 S 14TH	3/22/2010	Cat	DSH	E	1	100483
Individual	City		2704 PINE ST APT #6	3/29/2010	Cat	DSH	E	2	100546
Individual	County		11627 IL RT 29	3/20/2010	Cat	DSH			100471
Individual	City		1802 S 14TH	3/19/2010	Cat	DSH	E	3	100464
Individual	City		1802 S 14TH	3/19/2010	Cat	DSH	E	4	100463
Individual	City		1005 CATHERINE	3/18/2010	Cat	DLH	E	5	100455
Individual	County		17943 RED SHALE HILL RD	3/4/2010	Cat	DSH	E	1	100404
Individual	City		1320 EXECUTIVE CT	3/2/2010	Cat	DSH	E	3	100388
Individual	City		318 WALNUT ST	3/22/2010	Dog	GREAT DANE	E	4	100486
Owner R	City		1521 HENRIETTA	3/2/2010	Dog	LAB MIX	A	2	100389
Owner R	City		1200 FLORENCE 22 B	3/24/2010	Dog	LAB/WEIMAR			100511
Owner R	City		2028 WESTGATE APT 24	3/22/2010	Other	POT BELLY PIG	E	0	100479
Owner R	City		809 JANE ST	3/12/2010	Cat	DSH	REL	11	100438
Owner R	City		3416 EDGEWATER	3/12/2010	Dog	WEIMER			100437
Owner R	City		1411 ILLINOIS	3/8/2010	Cat	DSH	E	2	100423
Owner R	City		725 GRANDVIEW	3/3/2010	Dog	BOSTON TERRIE	A	5	100399
Individual	City		2702 WILLOW ST	3/29/2010	Cat	DLH	E	2	100542
Owner R	City		725 GRANDVIEW	3/3/2010	Dog	BOXER	REL	9	100397
Individual	City		2704 PINE ST APT #6	3/29/2010	Cat	DSH	E	2	100545
Owner R	City		30 S 20TH	3/1/2010	Cat	DLH	E	1	100371
Owner R	City		30 N 20TH	3/1/2010	Cat	DSH	E	1	100370
Individual	City		327 CATHERINE	3/31/2010	Cat	DSH			100566
Individual	City		327 CATHERINE	3/30/2010	Cat	DSH			100555
Individual	City		PEKIN PARK	3/29/2010	Cat	DSH	E	2	100551
Owner R	City		106 N 10TH	3/24/2010	Dog	POM	E	0	100516
Owner R	City		725 GRANDVIEW	3/3/2010	Dog	BOXER	REL	9	100398

Total Dogs picked up in Pekin:

Total Cats picked up in Pekin: 2

Total Others picked up in Pekin:

CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES
APRIL 2, 2010 @ 8:30 a.m.
CITY HALL CONFERENCE ROOM

PRESENT: Joe Wuellner, Denny Kief, John Ghidina, Kurt Nelson, Bill Scarcliff, Tim Gillespie, Will Taylor. Also present: Tammy Martin, Lee Ann Wrhel.

Old Business:

1. *New Pedestrian Light – Parkway @ Coal Miners*
Joe presented documentation regarding a new light in this location. The cost was higher than anticipated. The price would be in the range of \$75,000. Due to this cost, the City would need cooperation from the Pekin Park District to pursue this type of light. Enforcement should be continued. Joe will get with Bob Blackwell to see if the Pekin Park District will be willing to contribute to the cost.
2. *Fire Hydrant Locations*
The City will not be painting curbs or taking any other measures to highlight fire hydrant locations. It is the driver's responsibility.
3. *Parking Concern – 2000 Block of Highwood*
There is a visibility issue when vehicles are parked here. Letters will be sent to residents in this block asking for their input regarding a parking restriction on the South side of the street.

New Business:

1. *Blocked Mailboxes*
The USPS does not allow mail delivery drivers to dismount or back up their vehicles to deliver mail. The Police Department will check into what other communities do to address this issue. There will be a follow-up discussion at the May meeting.
2. *Tazewell Road Signage ("Children at Play" or "School Bus Stop")*
The speed spy will be put in this location to monitor traffic. The results will be discussed at the next meeting.
3. *Snow Ban Parameters*
Mark Marion, 1303 Martha, (642-0028) attended the meeting to voice his frustration with the snow ban parking ticket he received on January 7th. He didn't think the ban would apply to his dead-end street. He was informed that the ticket will stand.

The snow ban parking issue with the citizen at 218 Prince (Millie Saxon, 642-2060) will be discussed at the next meeting.
4. *Safety of Court Street Intersections*
Joe reported that as the State of Illinois works on the state routes this summer; they will be upgrading the signals at Veterans Drive and Court Street. This may also include conversions of the rest of the intersections on Court Street as well. The signal upgrades may be confusing to motorists at first.
5. *Truck Traffic – S. 10th Street*
Bob Burch, 914 Washington St., (642-1599) called regarding his ongoing concerns with truck traffic on S. 10th Street. He is currently requesting a sign indicating "no semi traffic over 1 ton". Denny made a motion to deny the request. Will seconded. All in favor.

6. *Pedestrian Crossing – 14th Street at Miller Center*

Joe Lunini, 1304 Oakridge, (353-7793 or 241-7001) attended the meeting to voice his concerns regarding the safety of pedestrians crossing 14th Street at the Miller Center to the park lagoon. He was informed that vehicles aren't required to stop unless the pedestrian has stepped off the curb in a marked crosswalk. It is the responsibility of the pedestrian to determine that it is safe before attempting to cross. After a discussion of this situation, Denny made a motion for the City to install signs stating "Yield to Pedestrians in Crosswalk" with the understanding that the Pekin Park District will be responsible to replace them as needed in the future. Tim seconded the motion. All in favor.

John will contact the Pekin Park District to discuss a joint effort to educate the public through enforcement details.

7. *Parking Space – 10 Blk. N. 4th Street*

There was a complaint from a citizen who received a parking ticket downtown in this location. Joe will go out and review the location.

8. *Parking – 200 Block Sabella*

There are vehicles (employees at the state building) that park all day on the north side of this location in 2-hour parking spaces. There is currently no parking on the south side. Denny made a motion to make a recommendation to City Council for no parking 8-5 Monday through Friday, on the north side of Sabella Street between 2nd Street and 3rd Avenue. Will seconded the motion. All in favor.

Around the Table

Tammy reported that Travis Regan, 402 S. 7th St. (347-4905) called her to see if the residents in his neighborhood could get passes allowing them to park on their street. The street is currently a 2-hour parking zone. Letters will be sent out to the residents of the 400 block of S. 7th Street and the 400 block of Haines. This will be discussed again at the May meeting.

Respectfully Submitted,
Lee Ann Wrhel

NEXT REGULAR MEETING MAY 7, 2010 @ 8:30 A.M.

Office of the Mayor



Proclamation

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and.

WHEREAS, trees are a renewable resources giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property valued, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees are a source of joy and spiritual renewal; and

WHEREAS, Pekin has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree planting ways,

NOW, THEREFORE, BE IT RESOLVED that I, Rusty L. Dunn, Mayor of the City of Pekin, Illinois, do hereby proclaim April 30, 2010 the official day of recognition for

"ARBOR DAY"

in the City of Pekin, Tazewell County, Illinois, and I urge all citizens to support efforts to care for our trees and woodlands and to support our city's community forestry program, and I urge all citizens to plant trees to gladden the hearts and promote the well-being of present and future generations.

ADOPTED, this 12th day of April, in the Year of Our Lord, Two Thousand and Ten.

RUSTY L. DUNN
Mayor

ATTEST:

SUE E. MCMILLAN
City Clerk

WHEREAS, *The City of Pekin recognizes the Pekin Community High School JROTC program for their outstanding work in the Pekin Community; and*

WHEREAS, *the PCHS JROTC for the first time in history has been the recipient of a national winning trophy. In fact, the team brought home five trophies from its National Championships in San Antonio, Texas on March 14, 2010; and*

WHEREAS, *the JROTC is active in activities such as rifle team, drill team, orienteering team, academic team, physical fitness team, color guard, and honor guard. Our Honor Guard ceremony is a tribute handed down to our cadets from former ceremonial team during Vietnam to honor their fallen comrades; and*

WHEREAS, *Our Academic Team recently placed 29th in the nation in a rifle competition. Pekin's drill team placed first in the rifle competition overall.*

WHEREAS, *in March 2010, Pekin's JROTC took home three first-place trophies and one third place, making them the overall champions in their category. The PCHS JROTC has competed in the smaller Scholastic Bowl in Peoria and won it for the last six years!*

WHEREAS, *This program continues to be active in several community service events. We are heavily involved with the Central Region Special Olympics committee, helping with the annual bowling and basketball tournaments. The JROTC volunteer at the Marigold Festival, Salvation Army Bell Ringing, River Sweep, Dragon Classic Band Competition, 4th of July Flag lowering, Veteran's Day Ceremony, Memorial Day Ceremony and Pekin Community Color Guards.*

NOW, THEREFORE, BE IT RESOLVED *that I, RUSTY L. DUNN, of the City of Pekin, Illinois, do hereby proclaim the month of April, 2010 to be*

"Pekin Community High School JROTC Month"

in the City of Pekin, Tazewell County, Illinois

ADOPTED, *this 12th day of April, in the Year of Our Lord, Two Thousand and Ten.*

RUSTY L. DUNN
Mayor

ATTEST:

SUE E. MCMILLAN
City Clerk

**BID TABULATIONS
COURT STREET (IL 9) APPROACHES AT
BARNEY AND VOGEL PROJECT**

OPENING MARCH 25, 2010 @ 10:00 A.M.

NAME & NUMBER	ADDRESS	BID BOND 5%	BASE BID
PA ATHERTON ADDI DEAN	96 EICHHORN RD SPRING BAY, IL 61611 a.dean@mchsi.com	YES	\$133,505.00
AUPPERLE CONSTRUCTION BILL AUPPERLE	190 E. WASHINGTON MORTON, IL 61554 bill@upperle.org	YES	\$139,558.50
STARK COMPANIES TAYLOR FINK	1805 W. WASHINGTON BLOOMINGTON 61701 TFINK@starkcompanies.com	YES	\$115,790.00
R. A. CULLINAN TROY SAUNDERS	P.O. BOX 166 TREMONT IL 61568 troy.saunders@ucm.biz	YES	\$97,618.69
KNAPP CONCRETE BRUCE MARTIN	1649 KNAPP DRIVE CONGERVILLE 61729 bruce@knappconcrete.com	YES	\$153,380.00
C & G CONCRETE RODNEY SLUSHER	1906 MEADOW AVE PEORIA, IL 61611 rodney@cngconcrete.com	YES	\$101,695.50
IL CIVIL CONTRACTORS JAY AUSTIN	420 PINECREST DR EAST PEORIA, IL 61611 jaustin@ilcivil.com	YES	\$104,256.00

ESTIMATE \$155,825.00 City Engineer

TAZEWELL COUNTY HEALTH DEPARTMENT
21306 Illinois Route 9
Tremont, IL 61568-9252 309-925-5511

WEST NILE VIRUS CONTRACT

THIS AGREEMENT is entered into by and between the City of Pekin
(hereinafter referred to as GRANTEE), and the COUNTY OF TAZEWELL, a body
politic and corporate, (hereinafter referred to as the COUNTY).

COUNTY OBLIGATIONS

The COUNTY agrees to provide grants in the amount from \$100 to \$1500 determined by the submitted proposed spending plan from the GRANTEES. The COUNTY has a maximum \$1500 and monies will be shared amongst GRANTEES. Payment shall be made in full and shall be authorized upon execution of this Agreement. The grant shall commence on the date of this Agreement and end on **12-31-10**. All funds that have not been expended or legally obligated by the expiration or termination of this Agreement will have to be returned to the COUNTY within 45 days following the expiration or termination of the Agreement.

GRANTEE OBLIGATIONS

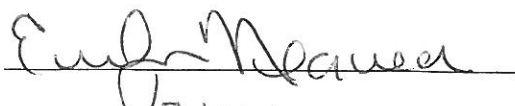
The GRANTEE agrees that all grant monies will be used in support of and in connection with the COUNTY approved West Nile Virus program. The COUNTY will monitor the West Nile Virus program. Failure of GRANTEE to comply with this Plan will require forfeiture of all unused grant funds. **GRANTEE must have prior approval from the COUNTY prior to any spending or program changes from the proposed spending plan.**

GRANTEE will use and submit to the COUNTY the standing water report forms provided by the COUNTY. This report states where standing water was discovered and what was done to correct the issue.

GRANTEE agrees to prepare and submit an end of the year report detailing program expenditures by **12-31-10** to the COUNTY.

The GRANTEE agrees to comply with all laws and shall properly credit Tazewell County Health Department on any written materials.

TAZEWELL COUNTY

By: 

Dated: 3/4/10

GRANTEE

By: 

Dated: February 22, 2010

TAZEWELL
TCHD COUNTY
HEALTH
DEPARTMENT

March 4, 2010

Ronald Sieh
Code Enforcement Officer
City of Pekin
111 S. Capitol Street
Pekin, IL 61554

Dear Mr. Sieh:

Tazewell County Health Department would like to congratulate you on being awarded a \$500 West Nile Virus Grant to be used for the plans you submitted on your West Nile Virus Grant information sheet.

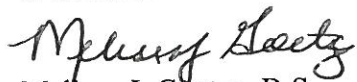
Please remember that if you deviate from the proposed spending plan you submitted, you must first contact TCHD to have approval of the changes. An end of year report detailing program expenditures must be submitted to TCHD no later than 12-31-10.

Your grant check will be mailed to you by April 15, 2010.

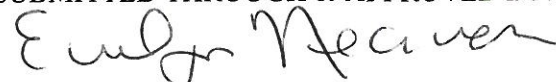
If you have any questions please feel free to contact me at 309-477-2223, ext. 286.

Sincerely,

TAZEWELL CO. HEALTH DEPT.


Melissa J. Goetze, B.S.
Environmental Health Specialist

SUBMITTED THROUGH & APPROVED BY:


Evelyn Neavear, B.S., L.E.H.P.
Director of Environmental Health

MG:mg

RESOLUTION NO. 41– 09/10

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS THAT:

Section 1. City Clerk Sue E. McMillan is hereby designated as the City of Pekin's FOIA Officer to whom all initial requests for access to the general records of the City are to be referred. Such requests are to be made at City Hall located at 111 South Capitol Street, Pekin, Illinois 61554. Additionally, Records Clerk Susanna Stumpf is hereby designated as a FOIA Officer for the City to whom such initial Police Department records of the City are to be referred. Such requests are to be made at City Hall located at 111 South Capitol Street, Pekin, Illinois 61554. Additionally, City Manager Dennis Kief is hereby designated as FOIA Officer designee for the City to whom such initial requests can be made in the absence or unavailability of the City Clerk and Records Clerk.

Section 2. Except in instances when records are furnished immediately, the City's FOIA Officers, or her or his designee, shall receive FOIA requests submitted to the City, ensure that the City responds to requests in a timely fashion, and issue responses as provided by FOIA. Further, the City's FOIA Officers shall develop procedures for the City to ensure FOIA compliance for all City Departments.

Section 3. Upon receiving a request for a public record, the City's FOIA Officers or her or his designee shall:

- (1) Note the date the City receives the FOIA request;
- (2) Determine the day on which the period for responses will expire and make a notation of that date on the request;
- (3) Maintain an electronic or paper copy of a written FOIA request, including all documents submitted with the request until the request has been compiled with or denied; and
- (4) Create a file for the retention of the original FOIA request, a copy of the response, a record of written communications, with the requester, and a copy of other related communications.

Section 4. The City's FOIA Officers shall, prior to July 1, 2010 successfully complete an electronic training curriculum developed by the Public Access Counselor in the Attorney General's Office for the State of Illinois and thereafter successfully complete any required annual training program. Whenever a ne FOIA Officer is designated by the City, that person shall successfully complete the electronic training curriculum within 30 days after assuming the position.

Section 5. Of copies of records are requested, the fees for such copies shall be as determined from time to time by the FOIA Officers pursuant to Section 6(b) of FOIA. The City Clerk shall maintain a written schedule of current fees in the City Clerk's Office. The fees so charged shall reflect the actual cost of copying the records, and the cost of certifying copies if certification is requested.

Section 6. The City's FOIA Officers shall prepare the following:

- (a) a City information directory;
- (b) a block diagram of the functional subdivisions of the City; and
- (c) a City records directory and catalogue. This information shall be posted on the City's Website.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 12th day of May, 2010

Mayor Rusty L. Dunn

ATTEST:

City Clerk Sue E. McMillan

McMillan, Sue

From: Wuellner, Joe
Sent: Tuesday, April 06, 2010 5:37 PM
To: Council Members
Cc: Kief, Denny; McMillan, Sue
Subject: Agenda Items
Attachments: 10-00-GM RFCA 041210.pdf; RFCA Award 041210.pdf; RFCA IDOTagree 041210.pdf

There are several items on this upcoming agenda that I would like to give you the information. I have attached the RFCA for these items which gives the details and monetary amounts.

1. Annual Street Department MFT Maintenance – this is where we detail the items of work that will be accomplished utilizing funds from the MFT account. These are basically material or services costs that cover the purchase of salt, asphalt and aggregate for street repairs, the electricity cost for street lights and traffic signals, maintenance of the traffic signals, tree removal, and materials to do signs. This has been greatly reduced for this fiscal year with the reduction in the amount of street maintenance that will be performed.
2. Agreement with IDOT – this is for the work that they will be doing on Route 9 from Olt Avenue to Tremont. There will be some work done on the traffic signals that we are responsible for our share. (As an aside, there will be at least one if not two more of these types of projects coming from IDOT this year as they look to upgrade all the traffic signals to the new requirements of the updated MUTCD.)
3. Award Contract to R. A. Cullinan to repair Barney and Vogel Avenues off of Court Street. These two areas have been showing signs of failure for the past few years and this winter has finished the job. We received very good bids with Cullinan being the best.

I covered both the agreements and resolution request in for the first two items in one RFCA rather than repeat myself and take up too much of your time. Let me know if you have any questions.

Joseph W. Wuellner, P.E.

Public Works Director

City of Pekin

(309)477-2300



REQUEST FOR COUNCIL ACTION

To: Council Members

CC: Dennis Kief, Sue McMillan, Angie Evans, & City Attorney

From: Joe Wuellner

AGENDA ITEM: Award Bid – Vogel & Barney Repairs to R. A. Cullinan

AGENDA DATE REQUESTED: April 12, 2010

ACTION REQUESTED: Approve award of contract to R. A. Cullinan to repair the pavement of Vogel and Barney Drives at Court Street for \$97,618.69.

BACKGROUND: The concrete pavement of Vogel and Barney Drives has failed and needs to be replaced. Bids were received on March 25th for this work and seven bids were received. R. A. Cullinan submitted the low bid of \$97,618.69. Work included removing existing 8 inch concrete pavement and associated curb, repairing the subgrade as necessary, and replacing with 10 inch concrete pavement. These streets will be closed to through traffic during construction to speed the work and keep the project safe for the workers.

I recommend that the contract be approved and awarded to R. A. Cullinan.

FINANCIAL IMPACT: \$97,618.69 from the Street Department budget.

NEIGHBORHOOD CONCERNS: Streets are very rough at this time and this will restore them to a safe and drivable condition.

IMPACT IF APPROVED: Streets will be repaired.

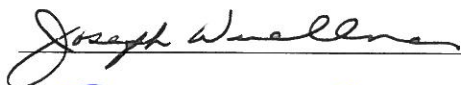
IMPACT IF DENIED: Streets remain rough and dangerous to the traveling public.

ALTERNATIVES: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation

REQUIRED SIGNATURES

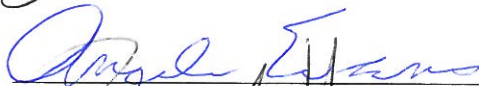
Department Director



3/29/10

Date

Finance Department

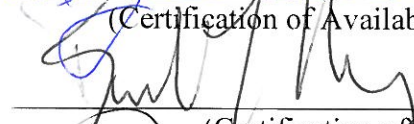


3-29-10

Date

(Certification of Availability of Funds)

Corporation Counsel

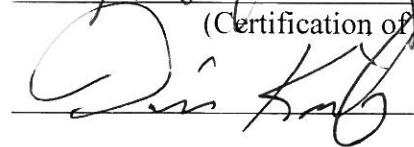


4/6/10

Date

(Certification of Review)

City Manager



4/6/10

Date

**BID TABULATIONS
COURT STREET (IL 9) APPROACHES AT
BARNEY AND VOGEL PROJECT**

OPENING MARCH 25, 2010 @ 10:00 A.M.

NAME & NUMBER	ADDRESS	BID BOND 5%	BASE BID
PA ATHERTON ADDI DEAN	96 EICHHORN RD SPRING BAY, IL 61611 a.dean@mchsi.com	YES	\$133,505.00
AUPPERLE CONSTRUCTION BILL AUPPERLE	190 E. WASHINGTON MORTON, IL 61554 bill@upperle.org	YES	\$139,558.50
STARK COMPANIES TAYLOR FINK	1805 W. WASHINGTON BLOOMINGTON 61701 TFINK@starkcompanies.com	YES	\$115,790.00
R. A. CULLINAN TROY SAUNDERS	P.O. BOX 166 TREMONT IL 61568 troy.saunders@ucm.biz	YES	\$97,618.69
KNAPP CONCRETE BRUCE MARTIN	1649 KNAPP DRIVE CONGERVILLE 61729 bruce@knappconcrete.com	YES	\$153,380.00
C & G CONCRETE RODNEY SLUSHER	1906 MEADOW AVE PEORIA, IL 61611 rodney@cngconcrete.com	YES	\$101,695.50
IL CIVIL CONTRACTORS JAY AUSTIN	420 PINECREST DR EAST PEORIA, IL 61611 jaustin@ilcivil.com	YES	\$104,256.00

ESTIMATE \$155,825.00 City Engineer

LEGAL NOTICE TO CONTRACTORS / PUBLIC

1. Time and Place of Opening Bids:
Sealed proposals for the project described herein will be received at the Office of the City Clerk, City of Pekin, 111 S. Capitol Street, Tazewell County, Illinois, until **10:00 AM, March 25, 2010 (3/25/10)** and at that time publicly opened and read.
2. Description of Work:
 - (a) The proposed improvement is officially known as the: Court Street (IL 9) Approaches at Barney and Vogel project.
 - (b) Work includes but is not limited to removing existing PCC pavement and replacing with 10" PCC jointed pavement as shown on the plans and covered in the specifications.
3. Instructions to Bidders:
 - (a) Plans and proposal forms may be obtained from the Public Works Department, 111 S. Capitol St., Pekin, Illinois.
 - (b) In the employment and use of labor, the contractor shall conform to all Illinois Statutory Requirements regarding labor and Prevailing Wages.
 - (c) The contractor shall submit certified payroll and Monthly Equal Employment Opportunity Reports on this project.
 - (d) An insurance certificate must be submitted prior to the issuance of the Notice of Award.
4. Rejection of Bids:
The City Council reserves the right to reject any and all proposals as provided in Article 102.08 of the "Standard Specifications for Road And Bridge Construction", prepared by the Department of Transportation of the State of Illinois.

By Order of the Council of the City of Pekin

Sue E. McMillan, City Clerk



Public Works Department

SCOPE OF WORK

EXCAVATION:

The existing pavement consists of 8" thick PCC pavement that will need to be removed. In order to accommodate the proposed 10" of new pavement, 2" of the existing base will need to be removed. Also based on previous repairs it is anticipated that there may be a few areas of unsuitable material that will need to be removed until a suitable base is achieved or another 10" (a total of 12" of base removal), whichever is less. The additional base course material needed to achieve proper grade shall be CA6 material and compacted to 95% density. At the Vogel location the center median and side curbs are monolithic with the existing pavement and will need to be sawed cut to separate the curbs from the pavement. The curbs shall be cut to create a 12" gutter. All edges to existing pavement will need to be sawed cut to create a square edge to pour against. For the sections of the curbs that have deteriorated and need to be replaced, a full depth transverse saw cut will be required to create a smooth joint with the existing curb. The engineer will mark the limits of removal for the sections of curb deemed unfit. The saw cutting and the removal of the 2" of base course shall be included in the pay item **Removal of PCC Pavement**. The removal of any additional material shall be paid for under the pay item **Remove Unsuitable Material**. Any additional base course material required shall be paid for under the pay item **Aggregate Base Course**. The removal of the unfit sections of curbs shall be paid for under the pay item **Remove Concrete Curb**.

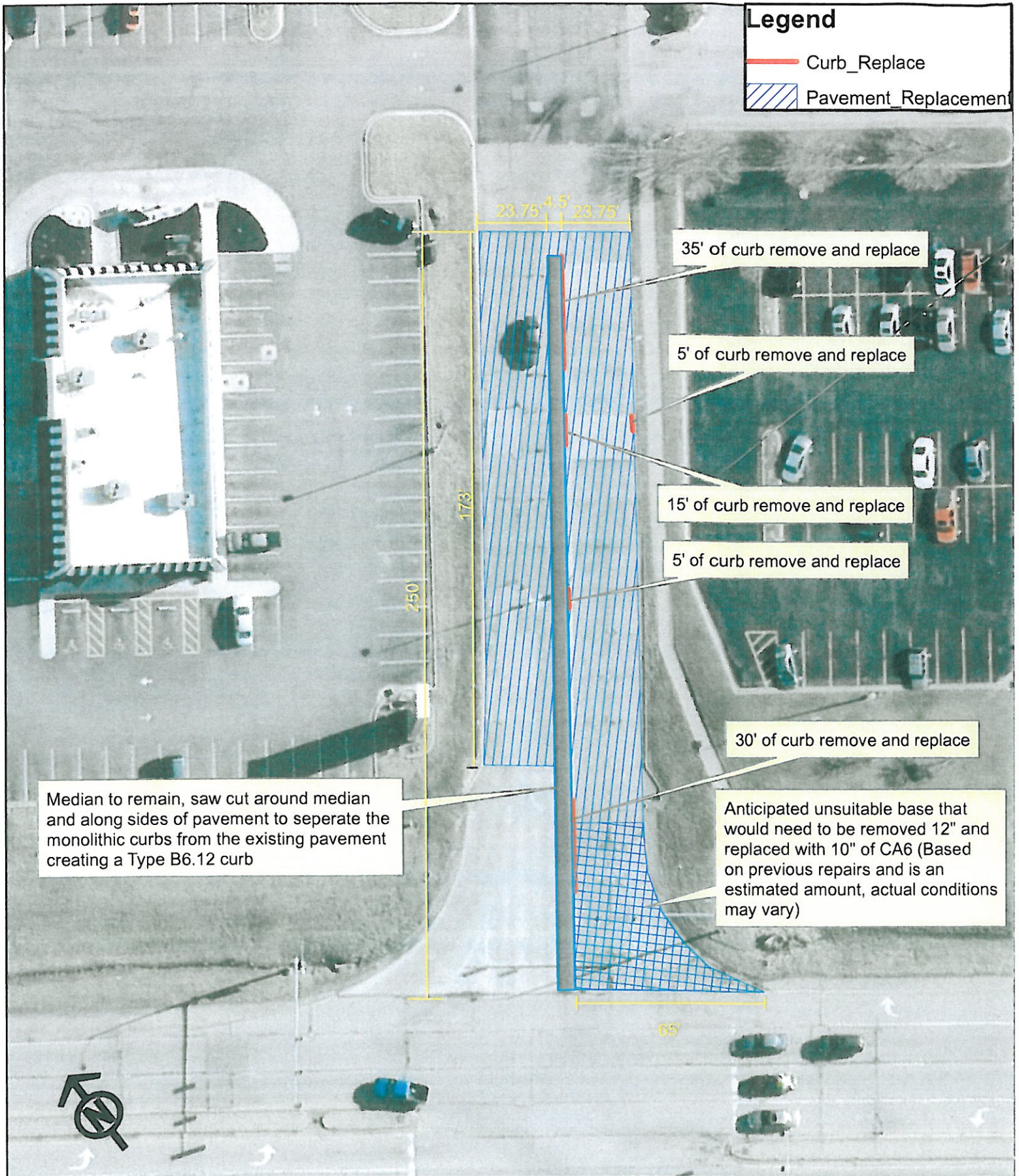
REPLACEMENT:

The replacement of the pavement shall consist of 10" thick jointed PCC pavement. The concrete shall be a 3500psi 14 day strength mix design. The joints shall be reinforced according to IDOT standards 420001-07 and 420101-04 and tied to the existing pavement and curbs with expansion tie anchors 30" apart. A type III membrane cure shall be applied after the water sheen has left the finished concrete. The finish grade will match the existing grade and any bituminous material needed to match the overlaid grade to Court Street or patch existing shoulders will be considered incidental to the contract. The cost of the reinforcement of the joints and the membrane cure shall be included in the pay item **Replacement of PCC Pavement**. Any section curb that has been removed should be replaced to match the existing curb. The new curb shall be tied to the existing curb with one 1 1/4"x18" dowel bar at the joints with the joints then sealed. This will be included in the pay item **Replace Concrete Curb**.



Vogel and Court

Total Area of improvement 10500sf





Barney and Court

Total Area of improvement 1870sf

Legend

 Curb_Replace

 Pavement_Replacement

Median to remain

5' of curb removal and replace

19'

94'

70'



0 5 10 20 Feet




REQUEST FOR COUNCIL ACTION

To: Council Members

CC: Dennis Kief, Sue McMillan, Angie Evans, & City Attorney

From: Joe Wuellner

AGENDA ITEM: Project Support Joint Agreement – Rte 9 Improvements
Resolution for Maintenance of Streets & Highways

AGENDA DATE REQUESTED: April 12, 2010

ACTION REQUESTED: Approve the Project Support Joint Agreement with IDOT to resurface Rte 9 and upgrade traffic signals at Court & Veterans and Court & Barney and the Resolution for Maintenance.

BACKGROUND: As a part of this year's highway upgrades, the section of Route 9 from Olt Avenue to Tremont will be resurfaced and two traffic signals will be modernized to the new left turning standards. Since the City of Pekin shares 50 percent of the cost for the traffic signals plus 10 percent of the engineering, we will be paying an estimated \$3,726 for the signal work at Court & Barney and Court & Veterans Drive. There is no cost for the resurfacing of the pavement. This project is set to be bid April 23, 2010 which means that the work will be done this summer. The following resolution will appropriate \$4,000 to be used for this project.

I recommend that the agreement be approved and the associated resolution.

FINANCIAL IMPACT: \$4,000 of Motor Fuel Tax Funds

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Project to resurface Route 9 and related traffic signal modernization work will be completed.

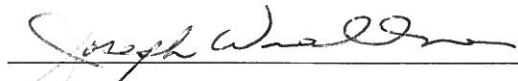
IMPACT IF DENIED: Project may be cancelled

ALTERNATIVES: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation & Quality of Life

REQUIRED SIGNATURES

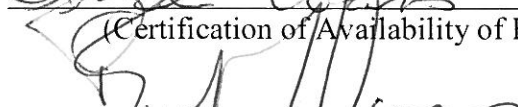
Department Director


Date 3/25/10

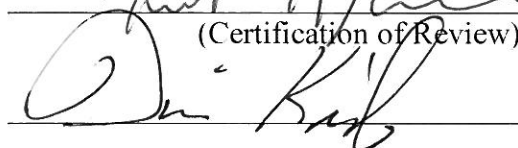
Finance Department


(Certification of Availability of Funds) Date 3-25-10

Corporation Counsel


(Certification of Review) Date 4/6/10

City Manager


Date 4/6/10



CERTIFIED MAIL

Illinois Department of Transportation

Division of Highways / Region 3 / District 4
401 Main Street / Peoria, Illinois / 61602-1111
Telephone 309/671-3333

March 24, 2010

PROJECT SUPPORT
JOINT AGREEMENT
FAP Route 693 (IL 9)
State Section: 115RS-5, 118RS-7
City Section: 10-00179-00-TL
Tazewell County
Location: IL 9 from Olt Ave. in Pekin to
Chestnut St. in Tremont
Agreement No.: JN-410-019
Contract No. 68460
Catalog No.: 033042-00D

received
3/25/10-DK

*4/12/10 Council Agenda
Joint Agreement
MAY Funding Resolution*

Mr. Dennis Kief
City Manager
City of Pekin
111 South Capitol Street
Pekin, IL 61554

Dear Mr. Kief:

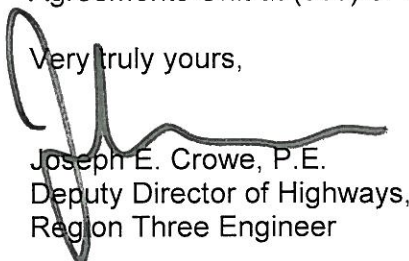
Enclosed are three (3) copies of a Joint Agreement, which describes the above-captioned project for resurfacing and traffic signal modernization on IL 9 from Olt Avenue in Pekin to Chestnut Street in Tremont and the degree to which the state and the city of Pekin will be participating.

The Agreement draft has been reviewed by our Peoria office and is ready for signature. If you concur with the conditions set forth in the Agreement, please have the mayor sign and return two (2) copies along with copies of all required ordinances/resolutions. Upon receipt of these copies we will assume the city of Pekin concurs in all conditions stated therein.

Also enclosed is copy of the plans and a form for plan approval for your use, if so desired. We need this form, letter or resolution of approval submitted with the Joint Agreement. This project is scheduled for our April 23, 2010 letting.

If you have any questions regarding this Agreement, please feel free to contact our Agreements Unit at (309) 671-3496.

Very truly yours,



Joseph E. Crowe, P.E.
Deputy Director of Highways,
Region Three Engineer

RH:kme\s:\mgr1\winword\progdev\agreements\letters\local agency\jn410019.docx

Enclosure(s)

cc: Studies & Plans (M. Mohamed)
Programming (M. Addis)

Program Support (J. Schertz)
Agreements (R. Hopper)

FAP Route 693 (IL 9)
State Section: 115RS-5,118RS-7
City Section: 10-00179-00-TL
Tazewell County
Location: IL 9 from Olt Ave. in Pekin to
Chestnut St. in Tremont
Contract No. 68460
Catalog No.: 033042-00D
Agreement No. JN-410-019

AGREEMENT

This Agreement, entered into this _____ day of _____, A.D., 2010,
by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF
TRANSPORTATION hereinafter called the STATE, and the CITY OF PEKIN, of the State of
Illinois, hereinafter called the CITY.

WITNESSETH

WHEREAS, the STATE, in order to facilitate the free flow of traffic and ensure safety to the
motoring public is desirous of improving IL Route 9 from Olt Avenue in Pekin to Chestnut Street in
Tremont by patching, milling, and resurfacing the existing pavement, by modernizing traffic signals
at IL 9 and Veterans/Mall Drive and IL 9 and Barney, by removing and replacing concrete median,
and by performing all other work necessary to complete the improvements in accordance with the
approved plans and specifications; and

WHEREAS, the CITY is desirous of said improvements in that same will be of immediate benefit
to the motoring and pedestrian public and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction, and cause the improvement to be built in accordance with plans, specifications and contract.
2. The STATE agrees to pay all Construction and engineering costs subject to reimbursement by the CITY as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost proration for this improvement is as follows:

<u>TYPE OF WORK</u>	<u>FHWA COST (%)</u>	<u>STATE COST (%)</u>	<u>CITY COST (%)</u>	<u>TOTAL COST</u>
Modernize Traffic Signal @ IL 9/Veterans/Mall & IL 9/Barney	13,120 (80)	1,640 (10)	1,640 (10)	16,400
Preliminary Eng. (5%)	0	738 (90)	82 (10)	820
Construction Eng. (10%)	1,312 (80)	164 (10)	164 (10)	1,640
Retrofit LED Signal Face @ IL 9/Veterans/Mall	0	1,600 (50)	1,600 (50)	3,200
Preliminary Eng. (5%)	0	80 (50)	80 (50)	160
Construction Eng. (10%)	0	160 (50)	160 (50)	320
Remaining Construction	0	3,500,000	0	3,500,000
Preliminary Eng. (5%)	0	175,000	0	175,000
Construction Eng. (10%)	0	350,000	0	350,000
TOTALS	\$14,432	\$4,029,382	\$3,726	\$4,047,540

Participation and reimbursement shall be predicated on the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities times contract unit prices plus 15% for construction and preliminary engineering. Participation toward the traffic signals shown above shall not exceed 125% of their estimated construction and engineering cost.

4. The CITY has passed a resolution appropriating within its 2010 budget sufficient funds to pay its share of the cost of this improvement, a copy of which is attached hereto as "Exhibit A" and made a part of hereof. The CITY further agrees that upon award of the contract for this improvement, the CITY will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the CITY, an amount equal to 80% of its obligation incurred under this Agreement, and will pay to the said DEPARTMENT the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project based upon final costs.
5. The CITY agrees to provide prior to the STATE's advertising for the work to be performed hereunder approval of the plans specifications, by resolution or letter.
6. The CITY shall exercise its franchise right to cause private utilities to be relocated, if required, at no expense to the STATE.
7. The CITY agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.
8. Upon final field inspection of the improvement and so long as IL Route 9 is used as a State Highway, the STATE agrees to maintain or cause to be maintained the center turn lane, the through traffic lanes, the right-turn lanes, and the curb and gutter adjacent to those traffic lanes and turn lanes to be maintained by the STATE.

9. Upon final inspection of the improvement, the CITY agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including sidewalks, crosswalk and stopline markings, and CITY owned utilities including appurtenances thereto. The CITY further agrees to continue its existing maintenance responsibilities on Veterans Drive, Mall Drive, and Barney Avenue up to the edge of pavement of the through traffic lane of IL Route 9.
10. Upon final inspection of the improvement, the STATE and CITY will continue their respective maintenance and electrical energy responsibilities for the traffic signals at the intersections of IL Route 9/Veterans Drive/Mall Drive and IL Route 9/Barney in accordance with the existing Master Agreement executed on July 13, 2001 or in accordance with any such Master Agreement that may be executed in the future.
11. The parties hereby mutually agree that the obligations of the parties will cease immediately without penalty being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.
12. This Agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within three years subsequent to execution of the Agreement.

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

CITY OF PEKIN

By: _____
Joseph E. Crowe
Deputy Director of Highways,
Region Three Engineer

By: _____
Rusty Dunn, Mayor

Date: _____

Date: _____

Attest: _____
Sue McMillan, City Clerk

Date: _____

FAP Route 693 (IL 9)
State Section: 115RS-5,118RS-7
City Section: 10-00179-00-TL
Tazewell County
Location: IL 9 from Olt Ave. in Pekin to
Chestnut St. in Tremont
Agreement No.: JN-410-019
Contract No. 68460
Catalog No.: 033042-00D

I approve the portions of the final plans for the above-captioned project that pertain to the city of Pekin's maintenance obligations.

Rusty Dunn, Mayor

Date

ATTACHMENT 1
TIN CERTIFICATION

The CITY certifies that:

1. The number shown on this form is the CITY's correct taxpayer identification number (or the CITY) is waiting for a number to be issued to them), and
2. The CITY is not subject to backup withholding because: (a) the CITY is exempt from backup withholding, or (b) the CITY has not been notified by the Internal Revenue Service (IRS) that the CITY is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that the CITY no longer subject to back-up withholding , and
3. The CITY's person with signatory authority for this AGREEMENT is a U. S. person (including a U.S. resident alien)

Taxpayer Identification Number: _____

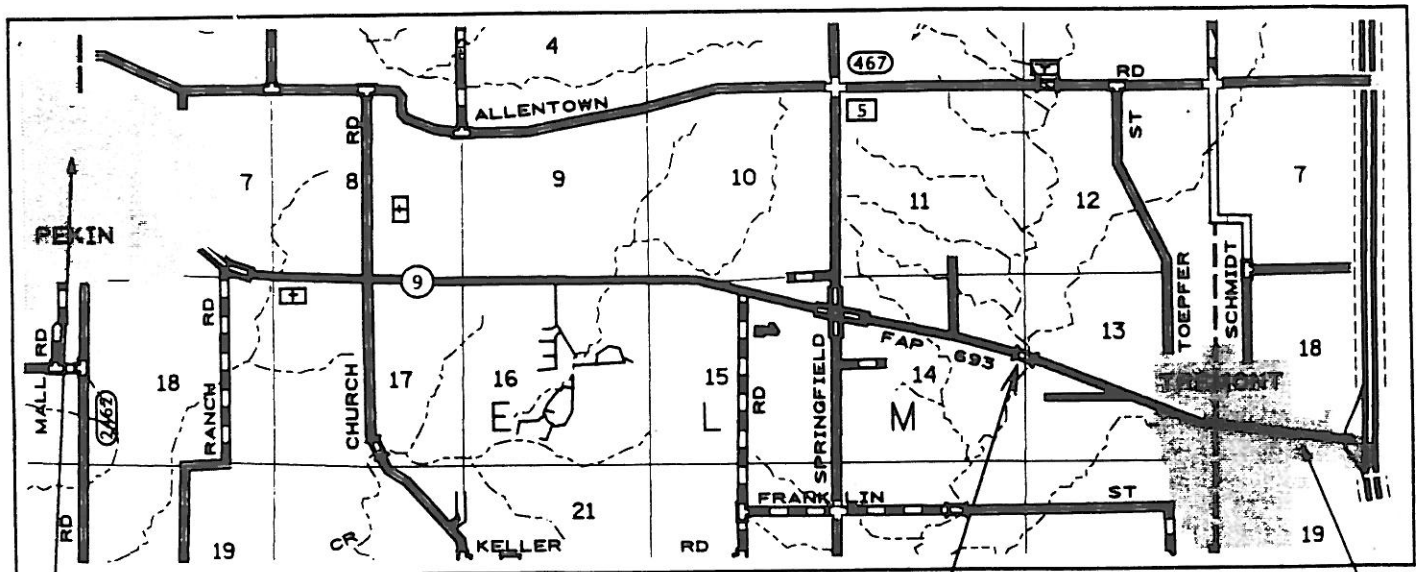
Legal Status

- | | |
|---|--|
| ☐ Individual | ☐ Government |
| ☐ Sole Proprietor | ☐ Nonresident Alien |
| ☐ Partnership/Legal Corporation | ☐ Estate or Trust |
| ☐ Tax-exempt | ☐ Pharmacy (Non Corp.) |
| ☐ Corporation providing or billing medical and/or health care services | ☐ Pharmacy/Funeral home /Cemetery |
| ☐ Corporation NOT providing or billing medical and/or health care services | ☐ Limited Liability Company (select applicable tax classification) |
| ☐ Other _____ | ☐ D= Disregarded entity |
| | ☐ C= Corporation |
| | ☐ P= Partnership |

LOCATION MAP

F.A.P. ROUTE 693 (IL 9) SECTION 115RS-5, 118RS-7 PAVEMENT PRESERVATION PROJECT TAZEWELL COUNTY

C-94-048-05



**PROJECT BEGINS
STA 87+75**

**STRUCTURE
090-0060**

**PROJECT ENDS
STA. 435+00**

Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code



REQUEST FOR COUNCIL ACTION

To: Council Members

CC: Dennis Kief, Sue McMillan, Angie Evans, & City Attorney

From: Joe Wuellner

AGENDA ITEMS: Annual Street Maintenance Budget Resolution for Highway Maintenance of Streets and Highways

AGENDA DATE REQUESTED: April 12, 2010

ACTION REQUESTED: Approve the annual street maintenance budget and resolution to use Motor Fuel Tax (MFT) funds to do the work.

BACKGROUND: Every year a budget is prepared for work that is covered by the Street Department. This budget includes electricity for the street lights and traffic signals, maintenance of the traffic signals, purchase of salt and other de-icing materials, all materials to patch and repair pavement, materials for regulatory signs, and tree removal. Several of these items have been reduced this year to conserve MFT funds for future construction and maintenance projects. The associated resolution will allot \$660,000 from the City's MFT funds.

I recommend that the maintenance plan and associated resolution be approved.

FINANCIAL IMPACT: \$660,000 from MFT funds

NEIGHBORHOOD CONCERNS: none

IMPACT IF APPROVED: continued street maintenance program

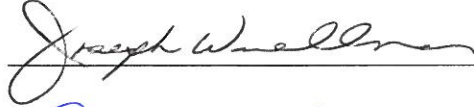
IMPACT IF DENIED: lack of maintenance

ALTERNATIVES: none

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation

REQUIRED SIGNATURES

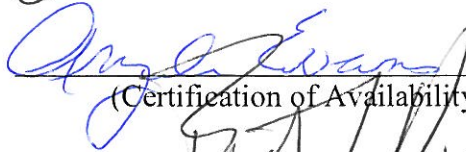
Department Director



03/29/10

Date

Finance Department



(Certification of Availability of Funds)

3-29-10

Date

Corporation Counsel

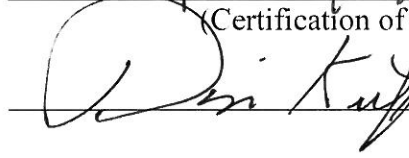


(Certification of Review)

4/6/10

Date

City Manager



4/6/10

Date

Municipality Pekin

BLR 14231 (Rev. 2/23/06)



**Illinois Department
of Transportation**

**Resolution for Maintenance of
Streets and Highways by Municipality
Under the Illinois Highway Code**

BE IT RESOLVED, by the City Council of the
(Council or President and Board of Trustees)
City Pekin of Pekin, Illinois, that there is hereby
(City, Town or Village) (Name)
appropriated the sum of \$660,000.00 of Motor Fuel Tax funds for the purpose of maintaining
streets and highways under the applicable provisions of the Illinois Highway Code from May 1, 2010
(Date)
to April 30, 2011
(Date)

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Peoria, Illinois.

I, Sue E. McMillan Clerk in and for the City
(City, Town or Village)
of Pekin, County of Tazewell

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the City Council at a meeting on April 12, 2010
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____.

(SEAL) _____ Clerk
(City, Town or Village)

Approved _____ Date Department of Transportation _____ Regional Engineer



REQUEST FOR COUNCIL ACTION

To: Council Members

CC: Dennis Kief, Sue McMillan, Angie Evans, & City Attorney

From: Joe Wuellner

AGENDA ITEM: Amendment to MFT Resolution for General Maintenance FY09

AGENDA DATE REQUESTED: April 12, 2010

ACTION REQUESTED: Approve amendment to Resolution 39-07/08 allotting MFT funds for General Maintenance items performed by the Street Department

BACKGROUND: Annually a resolution is submitted to IDOT to allot a portion of the City's MFT funds to do regular street maintenance, pay electricity and maintenance bills for lights and signals, snow removal products, and tree removal. The request for FY09 was far exceeded due to the severe winter weather and ice that caused an over run in the tree and snow removal line items. This request will cover those additional expenses.

Recommend approval of the amendment to Resolution 39-07/08 in the amount of \$51,660.

FINANCIAL IMPACT: funds will come from the MFT budget

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: This will zero out the account for FY09

IMPACT IF DENIED: The amount will have to be credited from General Fund which cannot be accomplished since FY09 has already been audited and close out.

ALTERNATIVES: None

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation

REQUIRED SIGNATURES

Department Director

Joseph W. Mueller 3/18/10
Date

Finance Department

Angela Evans 3-18-10
(Certification of Availability of Funds) Date

Corporation Counsel

[Signature] 4-6-10
(Certification of Review) Date

City Manager

Don Kilgus 3/18/10
Date

Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code

BLR 14230 (Rev. 11/06)



Illinois Department of Transportation

Division of Highways / Region 3 / District 4
401 Main Street / Peoria, Illinois / 61602-1111
Telephone 309/671-3333

Res 39 to amend
**COPY FOR YOUR
INFORMATION**

May 19, 2008

CITY MFT
Pekin
Section 08-00000-00-GM
2008 Maintenance Resolution

RECEIVED

MAY 22 2008

CITY CLERK

Ms. Sue McMillan
City Clerk
111 S. Capitol Street
Pekin, IL 61554

Dear Ms. McMillan:

The resolution adopted by the City Council on April 14, 2008, appropriating \$700,000.00 of Motor Fuel Tax funds for the maintenance of various municipal streets and highways for the above year (May 1, 2008 to April 30, 2009) is approved.

The municipal estimate of maintenance costs in the amount of \$697,950.00 and the maintenance engineering statement are approved. Please verify that Operation No. 11, Tree Removal is in accordance with Section 14-1.03(i) of the Local Roads Manual.

An expenditure of \$697,950.00 for maintenance is being authorized on this date and will be shown on your next monthly allotment letter.

Very truly yours,

Joseph E. Crowe, P.E.
Deputy Director of Highways,
Region Three Engineer

LHL/kjg/s:\mgr1\winword\misc\local roads\lcitymaintrespekin08-00gm.doc

Enclosure

cc: Superintendent of Streets (D. Pagliaro)
District 4 Auditor
File



Section Number 08 - 00000 - 00 - GM

Municipality City of Pekin

Period from 05/01/2008 to 04/30/2009

Estimated Cost of Maintenance Operations

Maintenance Operation (No. - Description)	Group (I II III IV)	For Group I II or III (Material Equipment or Labor)					Operation Cost
		Item	Unit	Quantity	Unit Price	Cost	
Operation No. 1 Street Signs		Various Locations Enforcement & Street	Ea				
Operation No. 2 Pavement Markings		Various Locations Paint Beads	Gal Lbs				
Operation No. 3 Base Repair		Various Locations Base Repair	Tons	1000	70.00	\$70,000.00	70,000.00
Operation No. 4 Patching		Various Locations Emulsion Aggregate (Chips)	Gal Tons	10500 500	1.50 8.00	\$15,750.00 \$4,000.00	19,750.00 0.00
Operation No. 5 Cold Patch		Various Locations Cold Patch	Tons	600	70.00	\$42,000.00	42,000.00
Operation No. 6 Concrete Work		Various Locations Sidewalks & Curbs	Cy				
Operation No. 7 Snow Removal		Various Locations Salt Calcium Chloride Salt Brine	Tons Gal Gal	4000 6000 20,000	40.00 0.70 0.35	\$160,000.00 \$4,200.00 \$7,000.00	171,200.00
Operation No. 8 Street Lighting		Various Locations Electricity					200,000.00
Operation No. 9 Traffic Signals		Various Locations Electricity					40,000.00
Total Day Labor Costs						\$171,200.00	
Total Estimated Maintenance Operation Cost							\$542,950.00
Preliminary Engineering							
Engineering Inspection							
Material Testing							
Total Estimated Engineering Cost							
Total Estimated Maintenance Cost							\$542,950.00

Submitted _____ Date _____

Approved: 05/19/08 page 1 of 2
Date _____

By: _____
Municipal Official Title

Regional Engineer

Submit Four (4) Copies to Regional Engineer



Section Number 08 - 00000 - 00 - GM

Municipality City of Pekin

Period from 05/01/2008 to 04/30/2009

Estimated Cost of Maintenance Operations

Submitted: April 14, 2008 Date Approved: 05/19/08 Date
By: R. [Signature] Municipal Official Title Mayor
[Signature] Regional Engineer

Submit Four (4) Copies to Regional Engineer



Illinois Department of Transportation

Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the Council of the
(Council or President and Board of Trustees)

City of Pekin, Illinois, that there is hereby
(City, Town or Village) (Name)
appropriated the sum of \$700,000.00 of Motor Fuel Tax funds for the purpose of maintaining
streets and highways under the applicable provisions of the Illinois Highway Code from 05/01/08
to 04/30/09

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period, and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Peoria, Illinois

I, Sue E. McMillan Clerk in and for the City
(City, Town or Village)
of Pekin, County of Tazewell and Peoria

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

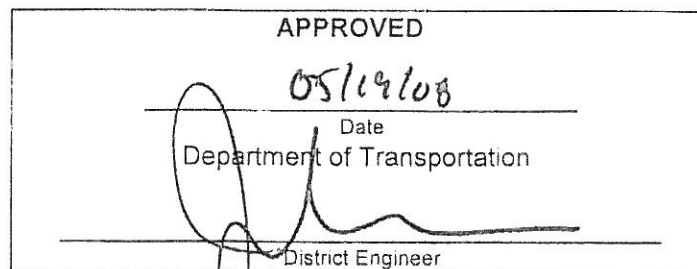
the Council at a meeting on April 14, 2008
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 14th day of April, 2008

(SEAL)

Sue E. McMillan

City Clerk
(City, Town or Village)





REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

CC: Sue McMillan, City Clerk

From: Dennis Kief, City Manager (04/02/2010)

AGENDA ITEM: Police Benevolent Labor Council Contract with the City of Pekin

AGENDA DATE REQUESTED: April 12, 2010

ACTION REQUESTED: Approval of Bargaining Unit Contract

BACKGROUND: The City of Pekin and the Police Union have had long standing agreements with the City. The Police Contract expired May 1, 2009. Negotiations for that contract started prior to that date. We have reached a 5 year agreement with that bargaining unit. The most significant issues were wages and health insurance. The Sergeants would receive a step increase the first year. The Martin Luther King holiday would be observed in this contract effective January of 2012. Below is a summary of the financial issues:

	Year 1	Year 2	Year 3	Year 4	Year 5
Wages	3.00%	3.00%	3.00%	Re-Openers	
Insurance/Month					
Single Coverage	25	20	30	Re-Openers	
Single + Spouse	75	80	95	Re-Openers	
Single + Child	75	80	95	Re-Openers	
Family	75	90	110	Re-Openers	

FINANCIAL IMPACT: Wages are what was budgeted for FY 2010 & 2011 and Insurance expenses less than budgeted

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: This Contract is in effect through April 2014, with re-opener language on (only) wages and health insurance in 2012

IMPACT IF DENIED: Negotiations would re-open and extend conditions of current contract until resolution

ALTERNATIVES: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Consistent with the Strong Foundation theme

REQUIRED SIGNATURES

Department Director

Date

Finance Department

(Certification of Availability of Funds) Date

Corporation Counsel

(Certification of Review) Date

City Manager

Date

AGREEMENT BETWEEN

CITY OF PEKIN

AND

POLICE BENEVOLENT LABOR
COUNCIL

MAY 1, 2009 – APRIL 30, 2014

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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 .04% 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 .04% 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 be 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.

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 4th
- 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 1st 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 15th 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 15th each year. Additional requests or requests made after March 15th 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.

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 1st and June 1st 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 eligibility being immediate. In cases of retirement, one half the current value of accumulated sick leave shall be placed in the Pekin Officer Retirement Health Insurance Trust Account to pay City of Pekin health insurance premiums after retirement. This option shall be considered to be full payout of said sick leave; **except that within 90 days of ratification of this agreement by the employer, the employer will implement a retirement health savings plan (RHS). Upon implementation of the RHS plan the following language shall govern the payment of 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 RHS (retirement health savings) plan.**

Section 32.5 Other Accumulated Time

At the option of the employee, vacation days and compensatory time due at retirement may be converted to sick leave for purposes of section 32.4. Any time so converted will be calculated at the full value and added to the 50% value of the sick leave credit due to the Pekin Officer Retirement Health Insurance Trust Account.

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

3.0% effective May 1, 2009

3.0% effective May 1, 2010

3.0% effective May 1, 2011

These are general wage increases to be applied to all current steps (ie.,the steps in effect on May 1, 2008 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 employees 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 May 1, 2009, employee participation in the payment of health care premiums shall be as set out below:

Employee Participation	5/1/09	5/1/10	5/1/11
Employee Only	\$25	\$25	\$ 30
Employee/Child	\$75	\$80	\$ 95
Employee/Spouse	\$75	\$80	\$ 95
Family	\$75	\$90	\$110

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 14th Street and Broadway intersection in the City of Pekin,

Investigators and K9 officers must reside within the geographical boundaries established by the Chief at the time of selection.

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 (3rd) 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.

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
435 West Washington Street
Springfield, IL 62702

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, **2009**, and shall remain in full force and effect until April 30, **2014**. 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 that if either side desires to reopen negotiations on making any changes and/or additions to the Agreement, then either party may do so by notifying the other. Both parties must mutually agree to said request. In the event such mutual agreement is reached, then the parties shall meet not later than ten (10) days after the date of receipt of such notice or at such reasonable times as are agreeable to both parties for the purpose of negotiations. All notices provided for in this Agreement shall be served upon the other party by registered mail, return receipt requested.

The parties agree to negotiate over wages and health insurance for fiscal years, **2012/13 and 2013/14**. 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 earlier than 120 days prior to the expiration of the 2011/12 fiscal year (ie... April 30, 2012). 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.

DRAFT

SIGNATURE PAGE

By _____
CITY OF PEKIN

Mayor _____

ATTEST _____

POLICEMEN'S BENEVOLENT LABOR COMMITTEE

P.B.L.C. Representative

Bargaining Committee



**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: _____

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

Grievant's Signature

Position

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)

		3%	3%	3%
STEP		5/1/2009	5/1/2010	5/1/2011
START		\$45,012.81	\$46,600.64	\$48,236.11
6	MOS	\$46,991.56	\$48,579.39	\$50,214.86
1	YR	\$48,970.31	\$50,558.14	\$52,193.61
18	MOS	\$50,949.06	\$52,536.89	\$54,172.36
2	YR	\$52,927.81	\$54,515.64	\$56,151.11
3	YR	\$53,156.20	\$54,750.88	\$56,393.41
4	YR	\$53,384.60	\$54,986.14	\$56,635.72
5	YR	\$53,612.99	\$55,221.38	\$56,878.02
6	YR	\$53,841.40	\$55,456.64	\$57,120.34
7	YR	\$54,069.79	\$55,691.88	\$57,362.64
8	YR	\$54,298.18	\$55,927.13	\$57,604.94
9	YR	\$54,526.58	\$56,162.38	\$57,847.25
10	YR	\$54,754.98	\$56,397.62	\$58,089.55
11	YR	\$54,983.37	\$56,632.87	\$58,331.85
12	YR	\$55,211.77	\$56,868.12	\$58,574.17
13	YR	\$55,440.16	\$57,103.37	\$58,816.47
14	YR	\$55,668.55	\$57,338.61	\$59,058.77
15	YR	\$55,896.96	\$57,573.87	\$59,301.08
16	YR	\$56,125.35	\$57,809.11	\$59,543.38
17	YR	\$56,353.74	\$58,044.35	\$59,785.68
18	YR	\$56,582.14	\$58,279.61	\$60,028.00
19	YR	\$56,810.54	\$58,514.85	\$60,270.30
20	YR	\$57,038.94	\$58,750.11	\$60,512.61
21	YR	\$57,267.33	\$58,985.35	\$60,754.91
22	YR	\$57,495.72	\$59,220.59	\$60,997.21
23	YR	\$57,724.13	\$59,455.85	\$61,239.52
24	YR	\$57,952.52	\$59,691.09	\$61,481.83
25	YR	\$58,180.91	\$59,926.34	\$61,724.13

APPENDIX E-2
PATROL EVENING/NIGHT WATCH
(Refer to Article 34)

		3%	3%	3%
STEP		5/1/2009	5/1/2010	5/1/2011
START		\$45,779.78	\$47,390.62	\$49,049.79
6	MOS	\$47,758.53	\$49,369.37	\$51,028.54
1	YR	\$49,737.28	\$51,348.12	\$53,007.29
18	MOS	\$51,716.03	\$53,326.87	\$54,986.04
2	YR	\$53,694.78	\$55,305.62	\$56,964.79
3	YR	\$53,923.18	\$55,540.87	\$57,207.10
4	YR	\$54,151.57	\$55,776.12	\$57,449.40
5	YR	\$54,379.97	\$56,011.37	\$57,691.71
6	YR	\$54,608.36	\$56,246.62	\$57,934.01
7	YR	\$54,836.76	\$56,481.86	\$58,176.32
8	YR	\$55,065.16	\$56,717.11	\$58,418.63
9	YR	\$55,293.55	\$56,952.36	\$58,660.93
10	YR	\$55,521.94	\$57,187.60	\$58,903.23
11	YR	\$55,750.35	\$57,422.86	\$59,145.54
12	YR	\$55,978.74	\$57,658.10	\$59,387.84
13	YR	\$56,207.13	\$57,893.34	\$59,630.15
14	YR	\$56,435.53	\$58,128.60	\$59,872.46
15	YR	\$56,663.93	\$58,363.84	\$60,114.76
16	YR	\$56,892.32	\$58,599.09	\$60,357.06
17	YR	\$57,120.72	\$58,834.34	\$60,599.37
18	YR	\$57,349.11	\$59,069.59	\$60,841.67
19	YR	\$57,577.52	\$59,304.84	\$61,083.99
20	YR	\$57,805.91	\$59,540.08	\$61,326.29
21	YR	\$58,034.30	\$59,775.33	\$61,568.59
22	YR	\$58,262.70	\$60,010.58	\$61,810.90
23	YR	\$58,491.09	\$60,245.83	\$62,053.20
24	YR	\$58,719.49	\$60,481.07	\$62,295.50
25	YR	\$58,947.89	\$60,716.33	\$62,537.82

APPENDIX E-3 SERGEANT DAYWATCH

(Refer to Article 34)

TIME	IN	RANK	3%	3%	3%
			5/1/2009	5/1/2010	5/1/2011
		START	\$63,180.91	\$65,076.34	\$67,028.63
1	YR		\$63,409.30	\$65,311.58	\$67,270.93
2	YR		\$63,637.69	\$65,546.82	\$67,513.23
3	YR		\$63,866.09	\$65,782.07	\$67,755.53
4	YR		\$64,094.48	\$66,017.31	\$67,997.83
5	YR		\$64,322.87	\$66,252.56	\$68,240.13
6	YR		\$64,551.26	\$66,487.80	\$68,482.43
7	YR		\$64,779.66	\$66,723.04	\$68,724.74
8	YR		\$65,008.05	\$66,958.29	\$68,967.04
9	YR		\$65,236.44	\$67,193.53	\$69,209.34
10	YR		\$65,464.83	\$67,428.78	\$69,451.64
11	YR		\$65,693.22	\$67,664.02	\$69,693.94
12	YR		\$65,921.62	\$67,899.26	\$69,936.24
13	YR		\$66,150.01	\$68,134.51	\$70,178.54
14	YR		\$66,378.40	\$68,369.75	\$70,420.84
15	YR		\$66,606.79	\$68,605.00	\$70,663.15
16	YR		\$66,835.18	\$68,840.24	\$70,905.45
17	YR		\$67,063.58	\$69,075.48	\$71,147.75
18	YR		\$67,291.97	\$69,310.73	\$71,390.05
19	YR		\$67,520.36	\$69,545.97	\$71,632.35
20	YR		\$67,748.75	\$69,781.22	\$71,874.65
21	YR		\$67,977.15	\$70,016.46	\$72,116.95
22	YR		\$68,205.54	\$70,251.70	\$72,359.26
23	YR		\$68,433.93	\$70,486.95	\$72,601.56
24	YR		\$68,662.32	\$70,722.19	\$72,843.86
25	YR		\$68,890.71	\$70,957.44	\$73,086.16

APPENDIX E-4
SERGEANT EVENING/NIGHT WATCH
(Refer to Article 34)

TIME	IN	RANK	3%	3%	3%
			5/1/2009	5/1/2010	5/1/2011
		START	\$63,947.89	\$65,866.33	\$67,842.32
	1	YR	\$64,176.29	\$66,101.58	\$68,084.63
	2	YR	\$64,404.69	\$66,336.83	\$68,326.94
	3	YR	\$64,633.10	\$66,572.09	\$68,569.25
	4	YR	\$64,861.50	\$66,807.34	\$68,811.56
	5	YR	\$65,089.90	\$67,042.60	\$69,053.88
	6	YR	\$65,318.30	\$67,277.85	\$69,296.19
	7	YR	\$65,546.71	\$67,513.11	\$69,538.50
	8	YR	\$65,775.11	\$67,748.36	\$69,780.81
	9	YR	\$66,003.51	\$67,983.62	\$70,023.13
	10	YR	\$66,231.91	\$68,218.87	\$70,265.44
	11	YR	\$66,460.32	\$68,454.13	\$70,507.75
	12	YR	\$66,688.72	\$68,689.38	\$70,750.06
	13	YR	\$66,917.12	\$68,924.63	\$70,992.37
	14	YR	\$67,145.52	\$69,159.89	\$71,234.69
	15	YR	\$67,373.93	\$69,395.14	\$71,477.00
	16	YR	\$67,602.33	\$69,630.40	\$71,719.31
	17	YR	\$67,830.73	\$69,865.65	\$71,961.62
	18	YR	\$68,059.13	\$70,100.91	\$72,203.94
	19	YR	\$68,287.54	\$70,336.16	\$72,446.25
	20	YR	\$68,515.94	\$70,571.42	\$72,688.56
	21	YR	\$68,744.34	\$70,806.67	\$72,930.87
	22	YR	\$68,972.74	\$71,041.93	\$73,173.18
	23	YR	\$69,201.15	\$71,277.18	\$73,415.50
	24	YR	\$69,429.55	\$71,512.44	\$73,657.81
	25	YR	\$69,657.95	\$71,747.69	\$73,900.12