



**REGULAR COUNCIL MEETING MONDAY, APRIL 11, 2016
5:30 P.M.**

	1	2
1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE <i>Pekin Community High School Army JROTC Color Guard</i>		
3.0 ROLL CALL <i>Clerk to Call the Roll</i>		
4.0 APPROVAL OF AGENDA <i>ACTION: Motion to approve the meeting agenda.</i> <i>VOTE REQUIRED</i>		
5.0 APPROVAL OF MINUTES <i>ACTION: Motion to approve minutes of the Regular Council Meeting of March 28, 2016 and Budget Work Session March 21, 2016.</i> <i>VOTE REQUIRED</i>		
6.0 PUBLIC INPUT		
7.0 CONSENT AGENDA		
7.1 Receive and File Monthly Reports and Minutes: Traffic Safety Committee Minutes dated April 1, 2016, Draft Liquor Commission Minutes dated March 24, 2016, Enjoy Pekin Tourism Committee Minuted dated March 8, 2016.		
7.2 Receive and File Resignations: Frank Mackaman from the Fire and Police Commission; D. Neal Buster Hanley II from the Liquor Commission; and Dale Vonderheide from the Liquor Commission.		
7.3 Proclamation: "Pekin Community High School Army JROTC Day" April 23, 2016		
<i>ACTION: Motion to approve all items listed on the Consent Agenda by Omnibus Vote.</i> <i>VOTE REQUIRED TO APPROVE CONSENT AGENDA</i>		
8.0 COMMUNICATIONS, PETITIONS, REPORTS		
9.0 NEW BUSINESS		

9.1 Discussion of Travel Policy DESCRIPTION: Direction from Council to the City Manager to develop travel policy. Discussion of current policies regarding seminars and training conference and meeting expenses and proposed report provided for future training events	SN	5
9.2 Agreement Between the City of Pekin and GovHR USA DESCRIPTION: Terms and conditions for the GovHR to perform the City of Pekin efficiency study. Not to exceed \$30,000.00 VOTE REQUIRED	SN	5
9.3 Resolution No. 22-15/16 Assignment of Impound Fees to Capital Fund DESCRIPTION: Council's direction to the City Manager to create restricted account for impound fees and fund to be used only with the approval by Council. VOTE REQUIRED	SN	5
9.4 Agreement with Pekin Firefighters IAFF Local 524 May 1, 2016 – April 30, 2021 DESCRIPTION: Approval of collective bargaining agreement with the IAFF Local 524 for a period of five years. VOTE REQUIRED	SN	5
10.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL		
11.0 EXECUTIVE SESSION		
12.0 ADJOURN NO VOTE REQUIRED		

Column 1 Key:

SN Sarah Newcomb Interim City Manager

Column 2 Key:

- 1 **A Prosperous Community.** To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
- 2 **A Safe Community.** To protect community life and property by providing effective, principled police and fire services.
- 3 **A Strong Foundation.** To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
- 4 **A High Quality of Life.** To support or provide services that improve the quality of life for Pekin's residents.
- 5 **An Effective Government.** To deliver effectively the services that Pekin's residents want, need, and are willing to support.

**PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
CITY HALL COUNCIL CHAMBERS
111 SOUTH CAPITOL STREET
PEKIN, ILLINOIS 61554
ON MONDAY, MARCH 28, 2016 AT 5:30 O'CLOCK P.M.
JOHN MCCABE, MAYOR PRESIDING**

**PRESENT: COUNCIL MEMBERS, GOLDEN, ORRICK, RITCHASON, ABEL, LUFT AND
MCCABE**

ABSENT: DUNN

The **Pledge of Allegiance** was led by Mayor McCabe. He asked for a moment of silence for the casualties following the cowardly suicide bomber act on Easter.

Roll was called and all Council Members were physically present except Council Member Dunn. A quorum was declared.

AGENDA

Motion by Council Member Luft, seconded by Council Member Orrick that the agenda be approved ~~as~~ presented. Council Member Golden noted he could not support approving the agenda. On roll call vote, Ayes, Orrick, Abel, Ritchason, McCabe; Nays, Golden and Luft. Motion Carried.

MINUTES

Motion by Council Member Luft, seconded by Council Member Ritchason that the **minutes of the Regular City Council Meeting of March 14, 2016** be approved as amended. On roll call vote all present voted Aye.

PUBLIC INPUT

Ann Witzig made the following comments: recommended the Budget be cut 10-15%; reject city code scheme to stifle a council member; in-house attorney would represent the truth; corruption so deep within the City. John McNisch informed the Council of the death of a local service member Martin Rosenswipe. He stated it was time for a change to in-house corporation counsel. He felt the efficiency study topic needed more public discussion.

Bob Bramham voiced his displeasure with the City Attorney. Question why \$130,000.00 could not be used to fix the streets from the MFT fund.

CONSENT AGENDA

Council Member Golden asked that 7.2 of the consent agenda be removed and placed under new business for discussion. Motion by Council Member Golden, seconded by Council Member Orrick that the **CONSENT AGENDA** be approved as modified. The following was read and presented by Mayor McCabe for consideration of the Consent Agenda items by Omnibus Vote.

7.1 Receive and File Monthly Reports and Minutes: Liquor Commission Minutes dated February 25, 2016.
7.2 Proclamation: "Parkinson's is the pits month" April, 2016.

On roll call vote all present voted Aye.

COMMUNICATIONS, PETITIONS, REPORTS

QUARTERLY FINANCIAL REPORT

Treasurer James Wolf presented to the Council the 9 Month ended January 31, 2016 Financial Report. In the same format he had been using he commented on highlighted areas for Council's attention to the report on Revenues Over Expenses – All City Funds. He felt actual department numbers over budget and comparison of balance as of January 2015, gave insight to how City was progressing. Without a source of funding the Stormwater Department continued to draw on the General Fund. Solid Waste continues shortfall resulting in losses. Sewer operation loss would generate losses if there were no rate increases. Next Mr. Wolf highlighted

Major Revenue Sources. Sales taxes had been below budget due to %540,000 refund claim granted by the Illinois Department of Revenue. The Gaming Tax was a strong income source. Council spoke in favor of limiting gaming facilities. Investment Earnings not encouraging in Mr. Wolf's report.

IN-HOUSE CORPORATION COUNSEL DISCUSSION

Council Member Golden opened the discussion and after reviewing the legal expenses for last year felt a need to discuss advantages and disadvantages of hiring and in-house attorney. Discussion followed. Council Member Luft had contacted Galesburg and was told their in-house counsel was a 40 hour per week employee for \$100,000. He questioned why the cities of Galesburg and Freeport were not used in the Interim City Manager's distributed document information. The Council Member indicated it was not about cost. Council Member Golden read from a prepared statement that a reliable, timely, trustful in-house attorney would reduce inefficiencies. Attorney Dancey stated he would be in favor of an RFP for attorney services be sent out. Council Member Golden stated it was his opinion, not an attack of the attorney. He then read from an Ancel Glink memo that the city attorney had no statutory right to speak. Attorney ask the floor and addressed the Council, he rejected the criticism that was expressed and stated he was retained to protect the City and had the legal and ethical right to speak. The Interim City Manager would continue to address comparable cities and send out RFPs.

NEW BUSINESS

ORDINANCE NO. 2741-15/16 AMENDING TITLE 1, CHAPTER 5, SECTION 3 D. OF THE CODE OF THE CITY OF PEKIN 1995 REGARDING SPECIAL MEETINGS

Motion by Council Member Abel, seconded by Council Member Luft that Ordinance No. 2741-15/16 be adopted. Mayor McCabe explained to the Council that the modifications to the provisions of the City Code were to comport with State Statutes. The provisions for 2 members of the Council to call a special meeting should have been changed at the time the City increased from 5 to 7 members in 2007. Council Member Luft expressed concern that a policy suddenly came before the Council when he and Council Member Golden had asked recently for special meetings and they were not set. Council Member Ritchason questioned what the impotence was that the change was just being addressed. Council Member Luft stated it was an effort to stifle two of the Council Members in calling a meeting to discuss potential litigation. On roll call vote, Ayes, Abel, McCabe; Nays, Orrick, Ritchason, Golden and Luft. Motion Failed.

RESOLUTION NO. 20-15/16 ILLINOIS DEPARTMENT OF TRANSPORTATION RESOLUTION FOR MAINTENANCE OF STREETS AND HIGHWAYS AND MUNICIPAL ESTIMATE OF MAINTENANCE COSTS

Motion by Council Member Ritchason, seconded by Council Member Abel that Resolution No. 20-15/16 be adopted. City Engineer Michael Guerra recommended appropriating Motor Fuel Tax Funds in the amount of \$130,000.00 for costs of General Maintenance of operations of the street department to purchase salt. Council Member Luft spoke in support of utilizing MFT funds to purchase the salt in answer to the public's question of why it was not used to fix the streets. On roll call vote all present voted Aye.

Motion by Council Member Orrick, seconded by Council Member Ritchason that the **CITY OF PEKIN EFFICIENCY STUDY BE AWARDED TO BAKER TILLEY**. The Interim City Manager presented both firms that had responded to the request for proposals and also attended Council Meetings to answer question directly from the Council regarding their work. Pricing was delivered to the Council on February 3, 2016. Expenditure would total \$26,000 to \$69,192.00 dependent on the choice of firms for the unbudgeted item. Council Members discussed and spoke generally in favor of GovHR. Council Member Orrick withdrew his motion. Motion by Council Member Orrick, seconded by Council Member Ritchason that **GOV/HR BE AWARDED THE EFFICIENCY STUDY FOR THE CITY OF PEKIN** not to exceed \$30,000.00 with the Council being on the Steering Committee. It was the Council's decision to proceed with consulting firm GovHR the chosen firm. A contract would be presented back to the Council for approval and will contain their request at the next regular meeting. On roll call vote, all present voted Aye.

7.3 RESOLUTION NO. 19-15/16

The Mayor's Appointments of Brett A. Crist and Brian Larson to fill unexpired terms of Mark Reeder and Marvin Spiczka to the Electrical Commission for a term until the first Monday in May 2016.

Motion by Council Member Golden, seconded by Council Member Ritchason that Resolution No. 19-15/16 be adopted. Council Member Golden questioned if Brian Larson's 14th Street address was his home or his business. On roll call vote, Ayes, Orrick, Abel, Ritchason, McCabe; Nays, Golden and Luft. Motion Carried.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

Bill Griffin informed the Council that he had witnessed previous meetings and told the members they had to be professional. In reference to the discussion on in-house attorney he said he would not want an attorney of \$48.00 an hour quality.

Ann Witzig stated her public input was not considered an attack of employees. She felt it was disheartening to see corruption so deep in City business. She felt things had been swept under the rug by the Mayor like a dictator and asked that the Mayor be censured.

Bob Bramham voiced concern of employees' behavior during Council meetings. Mr. Bramham cited several matters he felt the attorney had not handled properly.

John McNish reported to the Council that the riverfront was trashed.

Sarah Newcomb advised the Council that the City renewed its contract with Good Energy as consultant for electricity aggregation. A renewed contract was signed with Homefield Energy as the City's retail electric supplier. The opt-out period for eligible residents would begin April 1, 2016. Yard Waste collection would begin the first full week of April. Ms. Newcomb advised the Council that the public would have the opportunity to review other Cities in-house Corporation Counsel Analysis on the City website.

Attorney Burt Dancey stated the public's indication of his corruption was slander. He told the Council he was proud of the list of managers and mayors that the firm Elliff, Keyser, Oberle & Dancey had worked with.

City Engineer Michael Guerra informed the public that the contractor resumed work on VFW Road, Veterans Drive South, closing the section to through traffic from 14th Street to Towerline. The railroad crossing was set to be installed in June with opening of IL29 to 5th to traffic in July and estimated completion of the project anticipated for early fall.

Council Member Golden read from a prepared list of items of concerns to him.

Council Member Orrick requested that a policy addressing restrictions to two or more employees attending seminars or training together be created. He suggested a trip reports be reviewed. Council Member Orrick requested that a policy be written for Council approval. Motion by Council Member Orrick, seconded by Council Member Luft, that the tow fee be placed in a restricted account. Council Member Orrick suggested the possibility of having the Peoria Economic Development group be responsible for the marketing and efforts to bring and retain business in Pekin since they are consisted regional and that the City's Economic Development Department be ¼ of the department as it is now.

Council Member requested that the policy be changed that would allow Council to be able to Agenda setting meetings. The Council Member thanked Bill Griffin for the reminder of being professional.

Mayor McCabe read the proclamation declaring April as "Parkinson's is the pits month." National AAU title champions, Pekin Flyers Mites were recognized by the Mayor for their "Mighty" outstanding achievement in winning the gold medal in hockey.

No further business to come before the Council motion by Council Member Orrick, seconded by Council Member Ritchason to adjourn. Motion carried viva voce. Mayor McCabe adjourned the meeting.

COUNCIL ADJOURNED AT 9:05 P.M.

Sue E. McMillan
City Clerk

CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES
APRIL 1, 2016 @ 8:30 a.m.
CITY HALL CONFERENCE ROOM

PRESENT: Kurt Nelson, Sarah Newcomb, John Dossey, Mike Guerra, Will Taylor, Dennis Zimmerman.

Also present: Bill Scarcliff, Mayor McCabe, Lee Ann Wrhel.

The meeting was called to order at 8:30 a.m.

Motion by John to approve the agenda, seconded by Will. All in favor.

Motion by John to approve the March 4, 2016 meeting minutes, seconded by Dennis. All in favor.

Old Business:

1. Diagonal Parking

This topic was brought forward by Council Member Orrick after the pedestrian fatality on S. 7th St. at Derby St. This matter has been reviewed and discussed by this committee. The owner of the business in this location was in attendance at the last meeting. There has been further discussion of diagonal parking for the whole city. It was noted that diagonal parking is not currently addressed in the City Code. After further discussion of this topic there will be three separate actions to address this issue. In order to address issues with right of way, the committee will move forward with drafting guidelines and a procedure to consider requests for diagonal parking. New requests would be brought to this committee for approval. This will be discussed at the next meeting. The area of current concern will be measured regarding parking spaces and the crosswalks in place there and will be addressed in light of the current state statute regarding safety zones and crosswalks. Then members of the committee will meet with the owner of the business and discuss the measures necessary to address the safety issues in this location. There was also discussion of placing "no parking here to corner" signs in this area.

2. Stop Sign – Court St./Capitol St. – Near CityLink Bus Stop

There was further discussion of this topic. It was noted that the CityLink busses have to be at the curb for their ramp access. Mike made a motion to make a recommendation to City Council to designate all parking spaces on the east side of Capitol St. between Court St. and Elizabeth St. for bus parking only for line of sight safety at the intersection of Capitol St. and Court St. John seconded the motion. All in favor.

New Business:

1. Intersection of S. 14th St. and Park Ave.

John Abel, 1809 Greenview, (346-6984) was in attendance at this meeting for this agenda item. He asked about having the northbound lanes of traffic at this intersection

changed from left lane go straight or turn left, right lane turn right only to left lane turn left only and right lane go straight or turn right. Mike reported that though this appears to be an awkward set up, it is in place this way as a result of a study done in that location regarding the traffic pattern. There are more cars at this location turning right and this pattern keeps the traffic flowing better. It was also noted that at this time the traffic coming east on Park Avenue has had a significant drop.

Around the Table

Mike distributed a map marked with the current and proposed handicapped parking spaces in the downtown area. He is working on this as a proactive measure. There is a table that indicates how many handicapped parking spaces should be in a block perimeter. One for up to 25 spaces, two for up to 50 spaces. Handicapped spaces are to be located near handicapped ramps, 5 ft. sidewalk, no obstructions. The proposed new spaces would eliminate 12 current parking spaces downtown. Mike is looking for input as he moves forward with this process.

Mike reported that the rapid flashing beacon lighting on Broadway Rd. at 20th St. should be in place by the end of the month.

Respectfully Submitted,
Lee Ann Wrhel

NEXT REGULAR MEETING MAY 6, 2016 @ 8:30 A.M.



**LIQUOR COMMISSION MINUTES
THURSDAY, MARCH 24, 2016 AT 4:00 P.M.
CITY HALL CONFERENCE ROOM
111 SOUTH CAPITOL STREET
PEKIN, ILLINOIS 61554**

Liquor Commissioner John McCabe called the meeting to order at 4:04p.m.

PLEDGE of ALLEGIANCE

ROLL CALL

The following members were present for roll call: Liquor Commissioner John McCabe, Deputy Liquor Commissioner Rick VonRohr, Deputy Police Chief Jim Kaminski, Fire Chief Kurt Nelson, Commission Member Dale Vonderheide, and Commission Member Buster Hanley.

Also present: Attorney Sue Bosich

APPROVAL OF AGENDA

Motion made by Commission Member Hanley to approve the amended agenda for March 24, 2016, seconded by Deputy Liquor Commissioner VonRohr to add the new application Suzi's XVII, LLC and to take off the agenda the two Code Violations from Friends Tap. On roll call vote all present voted Aye. Motion carried.

APPROVAL OF LIQUOR COMMISSION MINUTES

Motion made by Commission Member Vonderheide to approve the February 25, 2016 Liquor Commission minutes, seconded by Deputy Liquor Commissioner Kaminski. On roll call vote all present voted Aye. Motion carried.

PUBLIC INPUT/COMMENTS/QUESTIONS

Nothing at this time.

NEW BUSINESS

**BEGU99, INC. DBA BINA'S PLACE
BLERIM "BEN" BEKIR
319 COURT STREET
PEKIN, ILLINOIS 61554**

Discussion: Deputy Liquor Commissioner VonRohr had heard some comments being made that the licensee was not going to do anything to the building until they got their liquor license, that you are going to do whatever you want. Blerim "Ben" Bekir stated they do plan on remodeling. VonRohr reminded them that they will need to get permits from the Zoning and Inspections Department. Tazewell County Health Department called and stated they fixed everything on her list, she still has to go out to do a final once they open. Attorney Bosich checked to make sure the questions were answered and also named City of Pekin additional insured on their liquor liability insurance.

Commission Member Dale Vonderheide made a motion to approve the Class A liquor license to Begu99, Inc. dba Bina's Place, seconded by Deputy Liquor Commissioner VonRohr. On roll call vote all present voted Aye. Motion carried.

LUCKYS JACKPOT CAFÉ, LLC DBA LUCKY'S JACKPOT CAFÉ
RANDY STRUBEN
930 SOUTH 2ND STREET
PEKIN, IL 61554

Commission Member Hanley made a motion to approve the liquor license for Lucky's Jackpot Café, seconded by Commission Member Vonderheide.

Discussion: Deputy Liquor Commissioner VonRohr has problems with issuing a liquor license to Luckys Jackpot Café. The same owner and same manager previously had a liquor license issued to Roadhouse Bar and Grill. There were multiple violations the entire time they had their license. Attorney Bosich stated they allegedly tried to transfer their liquor license to someone else. There were 5 other violations; Gambling, Had a Happy Hour, buying retail alcohol than through a distributor, and marrying like brands of alcohol. There was one incident where the bartender did not call in a fight and the patron was injured. The City of Pekin Liquor Commission revoked their liquor license. Roadhouse Bar and Grill filed an appeal at the State level. We made an agreement and a hefty fine. Liquor Commissioner McCabe asked if all fines were paid. It was noted that half the fines were paid within a month of the Hearing, the other half of fine was paid when they took out the application to open Luckys Jackpot Café. Liquor Commission did not know if there were State fines.

Randy Struben, owner of Lucky's Jackpot Café stated he tried to sale his building contract for deed, that business transaction fell through and so the building has been sitting empty for years. He is trying to get it back on the tax rolls.

On roll call vote: Liquor Commissioner McCabe, aye
 Deputy Liquor Commissioner VonRohr, no
 Deputy Police Chief Kaminski, no
 Fire Chief Nelson, no
 Commission Member Hanley, aye
 Commission Member Vonderheide, aye

Liquor Commissioner McCabe stated a 3/3 vote, so the new liquor license application for Lucky's Jackpot Café is denied. Mr. Struben can reapply and come back before the Liquor Commission.

SUZI'S XVII, INC. DBA SUZI'S VIDEO POKER & SLOTS
SUSAN MCAFOO'S
1618 BROADWAY
PEKIN, IL 61554

Liquor Commissioner VonRohr made a motion to approve the liquor license for Suzi's XVII, Inc. dba Suzi's Video Poker & Slots, seconded by Deputy Chief Kaminski.

Discussion: This is a new establishment. There are some changes that will need to be made on the application. Susan filled out a new front page of the liquor license. City Clerk will prorate her liquor license and Susan said she will pay for the new 2016-2017 liquor license as well.

On roll call vote all present voted Aye. Motion carried.

Hearing: Ol' Dad's – 1010 South 2nd Street – Jeff Nizzia

Attorney Bosich read the violations into the record: On or about December 5th, 2015, Officer Ujinski stopped in and saw the bartender and a patron smoking cigarettes. He explained that there is a law for no smoking in establishments and asked them to put them out. On December 6th, 2015 Officer Ujinski went back into the bar

and again the bartender and a patron were smoking inside. This violation is 4-10 ILCS 82-1 of the State Liquor Code. Mr. Nizzia admitted to the charges and signed the guilty plea. This is their 1st violation.

Fire Chief Nelson made a motion to fine Ol' Dad's \$500.00 plus cost, seconded by Deputy Liquor Commissioner VonRohr. On roll call vote present voted Aye; Liquor Commissioner McCabe abstained.

Hearing: Goodfella's – 1414 N. 8th street – Stephen Ruggiero

Attorney Bosich read the violations into the record: This is the 2% Food and Beverage tax that is paid to the City. Goodfella's was sent a letter on February 23, 2016 that he was late in paying his 2% Food and Beverage tax to the City. He is in violation of 3-2-8 and 3-3-11C of the liquor code. Mr. Ruggiero admitted to the charges and signed the guilty plea. Mr. Ruggiero came in and paid all back his 2% Food and Beverage taxes which brings him current. Mr. Ruggiero stated his partner left and he switched accounting firms and now should be on track.

Deputy Liquor Commissioner VonRohr made a motion to fine Goodfella's \$500.00 plus cost, seconded by Commission Member Vonderheide. On roll call vote present voted Aye; Liquor Commissioner McCabe abstained.

Hearing: Pekin Amvet's Post #235 – 1426 S. 2nd Street – Lowell Ely

Attorney Bosich read the violations into the record: This is the 2% Food and Beverage tax that is paid to the City. Pekin Amvet's Post #235 was sent a letter on February 23, 2016 that they were late in paying their 2% Food and Beverage tax. Pekin Amvet's closed their doors on or about February 1st, 2016. They are in violation of 3-2-8 and 3-3-11C of the Liquor Code. Pekin Amvet's Post #235 admitted to the charges and signed the guilty plea. This is their 1st violation.

Deputy Liquor Commissioner VonRohr made a motion to fine Pekin Amvet's Post #235 \$500 plus cost, seconded by Deputy Chief Kaminski. On roll call vote present voted Aye; Liquor Commissioner McCabe abstained.

Liquor Commissioner McCabe asked about the procedures on Hearings. He did not think he was a voting member and that the Commission members are an Advisory Board and makes recommendations only. McCabe will abstain from all Hearings and will make his final decision from the recommendations of the Liquor Commission within 24 hours.

Hearing: Friends Tap was held over until next meeting in April.

ANY OTHER BUSINESS

Attorney Bosich asked the Liquor Commission for direction on the filings of the late 2% Food and Beverage tax with the Tazewell County Court House as well as bring them in front of the Liquor Commission. Consensus of the Liquor Commission is to keep the establishments on the court dockets even if they have paid and can always continue the court date. If they would be late again they would have to appear in court, and if not late and has been paying each month Attorney Bosich can dismiss the offense.

Question was asked about having to have a "local manager" on our liquor applications. A long time Peoria businessman is interested in opening a business here in Pekin and will be manager of the business. It is up to the Liquor Commission if they want to waive that policy. It has always been our policy to have a local manager if they were a Corporation, so we would have someone to contact. Liquor Commission does not see a problem with this and will waive that stipulation and he can proceed with his application.

Discussion: Issues we have with all the liquor license applications that just want to have the license so they can have the State Gaming machines. Liquor Commissioner McCabe discussed this with the EDAC at one of their meetings and it comes down to free enterprise. Only complaints so far have been they are not buying from a distributor, if they run out of alcohol they go buy from the store. Deputy Liquor Commissioner stated it is hard to catch someone doing this. VonRohr has called the State of Illinois Liquor Control Commission for State

audits. Also if the Distributors notice this is becoming a habit they also will notify the State of Illinois Liquor Control Commission. Commission Member Hanley is afraid with all these businesses coming in and some from out of state they will saturate the market. Do we really want all these Gaming Café's in Pekin? The Commission gave Attorney Bosich the okay to pursue this further and get more research from other communities. The City of Peoria adopted a new Ordinance on the Gaming Café's, the City of Pekin could adjust the Ordinance to fit our needs. Deputy Liquor Commissioner VonRohr will also do more research and get with Attorney Bosich on his findings.

Fire Chief Nelson made a motion to adjourn, seconded by Liquor Commission Member Vonderheide.

Meeting adjourned at 5:10P.M.

Next Regular Meeting will be Thursday, April 28, 2016 at 4:00 P.M.

Respectfully submitted, Paula Gensel, Liquor Commission Secretary



Enjoy Pekin – Tourism Committee Minutes Tuesday March 8th, City Hall – 4:00pm

Present: Leigh Ann, Emily, Kaci, and Sarah
Absent: Lelonie, Charlotte and Mayor McCabe

1.0 Tourism Grant application

- 1.1 Pekin Insurance Holiday Basketball Tournament Grant Application: Members voted Aye to approve grant in the amount of \$4,243.98. Email vote from absent members voting Aye. Tournament had 2,000 non-residents plus 15 visiting teams in town for 3 days. 34 room nights at 3 Pekin hotels and detailed Pekin information on www.holidaytournament.com website.

2.0 Tourism activities

- 2.1 LedgeStone Disc Golf Tournament: This will be back on the March 14th Agenda as unfinished business. There was a mix-up with the motion – so just a formality to have a clear approval from City Council.
- 2.2 Craft Soda Festival Tour – Sat June 11: Jay Goldberg to be at the April Tourism meeting.
- 2.3 Wind Symphony: Hasn't been much interest of getting a steering committee together. Will call Mr. Bordeaux to discuss further and a timeline.
- 2.4 Diversity committee and events, March 9th meeting
 - 2.4.1 Diversity Festival, Sat May 14th : 6 performers booked, possibly rent a tent for outside. Budgeted \$1,000 out of our Hotel/Motel tax dollars.
- 2.5 Pekin Community Tourism Forum update: Shared the Pekin Police Department's Nixel program. Avanti's Dome is booked solid with Tournaments for the coming months and filling up through Summer. Pekin Park is hosting a Run a Muck on May 7th and an Easter Egg hunt/breakfast at McNaughton Park. March Madness is coming up; tickets that we received was given to the Pekin Boys and Girls Club so they can share with families that otherwise wouldn't be able to afford to go. Lori Cavitt with PAL will hold an HR Forum/discussion group during the lunch hour once a month on how to help promote Pekin with videos/brochures then to present to larger companies.
 - 2.5.1 Next meeting Thursday April 7th
- 2.6 Pekin Park District events – new event Run a Muck – May 7th at Pekin Park District. Pickerball Tournament to be announced.

3.0 Advertisements/Public Relations

- 3.1 Downtown Art – mural project: Back to Planning Commission on April 13th with updated documents and then onto the last City Council meeting in April for final approval.
- 3.2 LivePekin initiative – LiveGP site launching soon will have a specific page on Pekin and information on each section that will include Pekin entities. Website will be <http://www.livegp.org/>

4.0 Tourism project planning/budget

4.1 BikePekin

- 4.1.1 BikePekin Forum, next meeting Thursday March 10th: 5:00-6:30pm at 405 Court Street. Pekin Kiwanis Club will hold a Bike Rodeo in conjunction with several other public safety entities on Sat May 14th in the Pekin Park. Did not make the cut for the grant from Tri-County for the engineering phase. There are other opportunities that we will explore to apply for funding. We have add matching dollars to our proposed budget which would give us better chance to receive grants.
- 4.1.2 Bike Racks & Pedestrian crossings: waiting on estimates for bike racks for downtown. Could locate in front of businesses /bike friendly; could put their business on the map, etc. plans to connect to Bike Peoria. Scheduled for painting the crosswalks this spring.

5 Other business

- PACVB updates: Bike Connect Share program; utilize 5 surrounding communities; 10 bikes/5 racks approximately \$18,000. Looking for grant options or sponsorships to cover cost. Zagster is the company that provides the bikes, stations, app program and insurance. They partner with local bike shop or bike groups for other management portions, the rental money goes to the local group/entity. March Madness to start soon. Mardi Gras in May; Bands, Performers, Artist, food vendors and lots of beads. Water Street will be shut down. Also a 5K run that morning.
- Scenic Byway updates: meeting cancelled due to weather.
- Tazewell County Historical Society – \$25.00 membership fees due to support Tazewell County Museum especially with location in Pekin. Kaci made a motion to approve the membership fee, seconded by Emily. Email to go out to get absent members approval, all approved. The IBI magazine – Leigh Ann to write an article regarding downtown development for upcoming issue and shared opportunity to non-profits if they'd like to submit an article for the June issue.

Next meeting – Tuesday April 12th at 4:00, Pekin City Hall

WHEREAS, The City of Pekin recognizes the PCHS Army JROTC program for their outstanding work in the Pekin Community; and

WHEREAS, The Pekin JROTC Dragon Battalion has helped with Marigold Festival; Illinois River Sweep; School District Support for all Pekin Districts; Honor Guard Presentations for Veterans Day; Honor Guard Presentations for Memorial Day; Honor Guard Presentations for National POW/MIA Day; Flay Laying for Veterans at Lakeside and Lakeview Cemetery; Local EMS Day support; Color Guard for City Events; Color Guard for Senior Olympics; Color Guard for School District Events; Flag Lowering at 4th of July City of Pekin Celebration.

***NOW, THEREFORE, BE IT RESOLVED** that I, John McCabe, Mayor of the City of Pekin, Tazewell County, Illinois, do hereby proclaim the day of April 23rd, 2016 to be:*

PEKIN COMMUNITY HIGH SCHOOL ARMY JROTC DAY

in the City of Pekin, Tazewell County, Illinois.

ADOPTED, this 11th Day of April, in the Year of Our Lord, Two Thousand and Sixteen.

JOHN MCCABE
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk



Memo

To: City Council Members

CC: Sue McMillan, City Clerk
Burt Dancy, Corporation Counsel

From: Sarah Newcomb, *SJN*
Human Resources Director/Interim City Manager

Date: April 4, 2016

Re: Conference and Meeting Expenses

During the last regular council meeting Mr. Orrick requested that a policy be put in place restricting the number of people attending a seminar or training to one and that a trip report be required by written policy at the next council meeting. I am bringing this item back for discussion per that request. However a policy change is not available at this meeting due to the fact that after the meeting I spoke with Mr. Orrick and explained that there were some training sessions for certain departments that were required and several employees may be in attendance at one time. I also told him we have a policy on conference and meeting expense in the employee handbook and a change to those may require a consultation at the very least with the 3 labor unions, if not a full sit down with their labor committees regarding changes to the employee handbook.

Therefore, in an effort to keep the Council informed on the current procedures in place, tonight I am providing you with a copy of the Conference and Meeting Expenses section of the Employee Handbook. I am willing to make a policy immediately for the non-union employees that any Conference they attend will require a one page summary of the conference along with links and contacts made during the conference. I have attached that report template as well as an example of the type of report that will be required.

As a result of the current budget status, we will be limiting travel as much as possible. Again, this is an operational issue and will be addressed as such in the future. Departments will be instructed to request the report from their employees and where possible limit the number of people attending a conference to one unless the conference holds numerous sessions where it is possible for employees to attend different sessions. In which case, both employees will be required to provide the attached report upon their return. With limited staff in many departments it is important that we encourage them to maintain or achieve certifications which may include continuing education. The City has always encouraged employees to educate and train as a proactive and strategic part of talent management.

Sarah Newcomb, Human Resources Director

sjnewcomb@ci.pekin.il.us

111 South Capitol Street, Pekin, IL 61554 * Phone (309) 478-5380 * FAX (309) 346-2095

Excerpt from Employee Handbook:

6.5 CONFERENCE AND MEETING EXPENSES

The City Manager or Department Heads may approve travel to conferences and meetings for persons in their departments to represent the City, and are responsible to approve all such related expenses in accordance with departmental budgets and established policy and procedure.

The City will only pay out of town expenses as defined in this policy for those conferences and meetings that are determined to be advantageous to the conduct of City business and according to Internal Revenue Service regulations and policies. Employees are encouraged to travel together when more than one individual is attending the same event in order to reduce costs.

Transportation: It is expected that the shortest and most direct route and the least expensive method of transportation will be used. If air travel is selected, it will be at coach-class fare. The City will pay the cost of round trip air fare, the cost of employee travel to and from the employee's home and the air terminal, the cost of employee parking at the air terminal, and the cost of transportation to and from the point of arrival/departure and the conference/meeting center. If private vehicle is used for travel, the transportation allowance shall be at the current allowable Internal Revenue Service rate. If a city-owned vehicle is used, there will be no allowance except for out-of-pocket operating expenses, such as re-fueling while on the trip. When feasible, employees are expected to car pool on out-of-town travel. A City vehicle shall be used for local travel when at all possible.

Lodging: The City will pay for conference and meeting-related out-of-town lodging. Employees are expected to stay at the conference center hotel/motel, any hotels/motels affiliated with the conference, or at a hotel/motel with rates not in excess of the conference hotel/motel. Whenever appropriate, employees are encouraged to share rooms in order to save on travel expenses.

When the event is more than 120 miles from the City of Pekin, the City will pay for lodging on the evening before a conference only when the conference is scheduled to begin before noon the following day. Similarly, the City will pay for lodging on the evening of a conference when the conference ends after 5:00 p.m. when the event is more than 120 miles from the City of Pekin.

Meals and Incidental Expenses: Reimbursement shall be made for the reasonable cost of meals and incidental expenses. The City shall establish from time to time the maximum allowance per day for meals and incidental expenses in accordance with IRS specifications. Meal reimbursements will only be made for meals during regular business hours and when the employee is 50 miles away from his or her normal work location. Employees are expected to use discretion in meal reimbursement. In general, breakfast is only reimbursable if the employee's travel time necessarily begins before 7:00am.; lunch is only reimbursable if the employee is necessarily travelling during normal lunch hours. Dinner is only reimbursable if the employee's actual departure time to the event is before 5:00pm or the employee's return time is after 6:30 pm. In other words, if the employee has a reasonable opportunity to eat breakfast before travel begins, breakfast is not reimbursable.

Reimbursements will only be made for actual expenses incurred. Incidental expenses shall be defined as: local taxi fares for transport to and from meeting, business telephone calls, local parking, tolls, and tips. Tipping shall not exceed 20%. Car rental expenses related to meeting or business purposes may be approved if unusual situations so require such rental.

Conference Expenses: The City will pay for all necessary conference fees, registration, and materials charges, in accordance with IRS limits.

Procedures: Travel, lodging, and registration arrangements must be made as far in advance as possible, and at least two weeks in advance, to allow for securing the lowest rates and obtaining the required approval from the Department Head or City Manager. No travel expenses shall be reimbursed without receipts. Certain situations may require prior approval of the City Manager. Employees must submit a completed expense form with receipts within 14 days of the employees return.

Travel advances and per diem checks may be made on the regular bill runs, by approval of the

Sarah Newcomb, Human Resources Director

sjnewcomb@ci.pekin.il.us

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responsible Department Head, to cover estimated expenses of the travel; reconciliation of the advance with the actual expense receipts shall take place within 10 days after the travel is completed, by submittal to the Department Head and the Finance Department for the accounting of actual travel expenses; including receipts for all expenses. If an employee has received cash in advance, and total expenses are less than the amount of the advance, a check in the amount of the difference must be submitted to the Finance Department within 10 business days of return from trip.

Post Conference Report

Post-Conference Report

Executive Summary

Attendee Name

Attendee Title

Department

Conference Summary

Conference URL

Google Map

Provide specific information you are bringing back from the conference that relates to your department's goals and strategic management initiatives.

1

2

3

Cost Summary

	Budget	Actual
Conference Fee		
Airfare		
Transportation		
Hotel		
Meals		
Total		

Session Summary

Session Title

Session Presenter

Session Summary

Major Takeaways

Action Items Identified

Estimated Impact

Session Title

Session Presenter

Session Summary

Major Takeaways

Action Items Identified

Estimated Impact

Session Title

Session Presenter

Session Summary

Major Takeaways

Action Items Identified

Estimated Impact

Meeting Summary

Met With

Discussion Focus

Session Summary

Major Takeaways

Action Items Identified

Estimated Impact

Met With

Discussion Focus

Session Summary

Major Takeaways

Action Items Identified

Estimated Impact

Business Relationships

Include contact information for all presenters, sponsors and attendees that would be useful for your department to contact post-event to address the City of Pekin's priorities.

Name	Contact Details
Description	

Name	Contact Details
Description	

Name	Contact Details
Description	

Name	Contact Details
Description	

Summary

Provide a brief summary as to the benefit to the City of Pekin. In your summary, include an opportunity to train others on what you learned and include the date/time of your planned briefing in the space below or a share a link to information from the conference/seminar. Also, please state your recommendation for future attendance by yourself or other City Staff.



REQUEST FOR COUNCIL ACTION

To: Mayor McCabe and Council Members

CC: Sue McMillan & City Attorney

From: Sarah Newcomb, Interim City Manager/Human Resources Director

AGENDA ITEM: GovHR contract for Efficiency Study

AGENDA DATE REQUESTED: April 11, 2016

ACTION REQUESTED: Approve the acceptance of contract with GovHR for Efficiency Study

BACKGROUND: In October 2015 City Manager Darin Girdler began the process of putting together a request for proposals for a City Council requested Efficiency Study. It appears the final request for proposals was sent to 5 agencies (see attached); two agencies sent proposals and quotes to the City of Pekin. An action item was presented to Council on February 8, 2016 at which time Council asked for presentations by both parties. Those presentations were scheduled on February 22 with GovHR in the chambers and March 14 with Baker Tilly representatives in chambers. The Council has received the attached copies of the studies with the 2/8/16, 2/22/16 and 3/14/16 council packets, via email on 1/20/16 as well as pricing being delivered via email to Council on 2/3/2016. Council members also received hard copies of the GovHR prior to 1/20/2016. At the 3/28/2016 Council meeting, Council chose to move forward with GovHR in a not to exceed amount of \$30,000.00. On 3/29/16 I contacted GovHR and they provided the attached contract for Council approval. GovHR estimates component one to normally take approximately 60 days and components two and three an additional 60 days with August 31 being the earliest possible results based on their presentation information on February 22, 2016.

FINANCIAL IMPACT: Not to exceed amount of \$30,000 per council action on 3/28/2016 of which \$11,750 will be paid upon execution of the contract; this is an unbudgeted item in FY15-16.

NEIGHBORHOOD CONCERNS: n/a

IMPACT IF APPROVED: GovHR would start within 60 days of the award of contract.

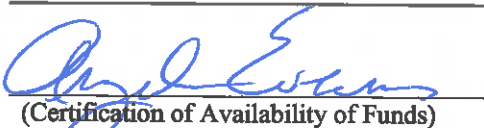
IMPACT IF DENIED: The proposed Efficiency Study will be delayed.

ALTERNATIVES: Council can discuss further options.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Effective Government

REQUIRED SIGNATURES

Department Director


(Certification of Availability of Funds)

Date

Finance Department


Date

Corporation Counsel

via email
(Certification of Review)

4/6/16
Date

Interim City Manager



4/5/16
Date



CONTRACT

Between the City of Pekin, Illinois and GovHR USA, LLC

The City of Pekin, Illinois agrees to have GovHR USA, LLC conduct an Efficiency Study as outlined in the Proposal dated December 4, 2015. The terms of the Proposal are incorporated herein and shall become a part of this contract.

Total Project Cost: \$27,000 (\$23,500 for professional fees and \$3,500 for expenses.)

Payment Terms: Professional fees will be payable as follows: 50% of the professional fees (\$11,750) will be due upon receipt of the signed contract, 25% (\$5,875) will be due following the completion of Purpose A/Component I of the Study, and the balance of the professional fees plus expenses are due at the conclusion of the project. GovHR will send invoices to Pekin, for amounts due, and payments shall be made within 30 days of receipt of invoice, after which a 2% monthly interest charge will accrue.

ACCEPTED:

THE CITY OF PEKIN, ILLINOIS

BY: _____

TITLE: _____

DATE: _____

GovHR USA, LLC

BY: _____

TITLE: _____

DATE: _____

630 Dundee Road, Suite 130, Northbrook, IL 60062
Local: 847.380.3240 Toll Free: 855.68GovHR (855.684.6847) Fax: 866.401.3100 GovHRUSA.com

EXECUTIVE RECRUITMENT INTERIM STAFFING MANAGEMENT AND HUMAN RESOURCE CONSULTING

Pekin, Illinois Efficiency Study Process

This is a project to help the organization strengthen its efficiencies, analyze potential places to economize and review the needs for additional resources for effectiveness.

We want to know:

- (1) What the departments do,
- (2) How the departments are structured to do what they do,
- (3) What positions have been established and assigned to do the work,
- (4) How much it is costing to do what they do,
- (5) What is the service delivery expectations of the city?
- (6) How productively is the work being done within the developed structure, and
- (7) Is there a better way?

How we do it (phase 1):

1. Meeting with elected officials one on one for knowledge of mission, goals and targets. Review of policy targets/goals for next two years.
2. City objectives/suggestions for changes and outputs
3. Department Head/Other Management personnel interviews to obtain input on issues and services provided by departments, job requirements, coordination between departments, relationships and coordination among different positions, department structure, and workload and staffing levels. Also ask about your perspective on the future of their respective work units.
4. Interviews of sample of city staff
5. Employee survey
6. Review of documents (Comprehensive Plan, Strategic Plan, Budget, CAFRs, CIP, Annual Reports, Newsletters, Codes, Organization Charts, Position Descriptions, etc.)
7. Performance benchmark measurement items to assess (ICMA comparatives)
8. Survey of cities of comparable size on staffing levels
9. 5 year financial analysis of at least ten fiscal indicators
10. Intergovernmental analysis in the Pekin area for potential sharing
11. Preliminary Report and Selection of Next Phase Efforts

How we do it (phase 2):

1. Department Analysis in depth of selected departments/activities
2. Review of administrative policies and procedures

How we do it (phase 3)

Preparation of final report – a compilation of external evaluation and internal thoughts and ideas that Pekin can use in planning for the future.



REQUEST FOR COUNCIL ACTION

To: Mayor McCabe and Council Members

CC: Sue McMillan & City Attorney

From: Sarah Newcomb, Interim City Manager/Human Resources Director

AGENDA ITEM: Assignment of Impound Fees to Capital Fund

AGENDA DATE REQUESTED: April 11, 2016

ACTION REQUESTED: Approve the Resolution for the Assignment of Impound Fees

BACKGROUND: On December 14, 2015 the City of Pekin re-enacted the impound ordinance with a revised structure and fees on a 6-1 vote. At the April 11 City Council meeting Council Member Orrick requested the towing fees be restricted. After discussion with the Finance Department and reference to the GFOA, "restricted" accounts are provided pursuant to enabling legislation; and therefore "Assignment" of the funds is the appropriate usage for the intended purpose. "Assigned" funds limit the intended use via the highest level of decision making and the use is established by designation of a specific purpose. In this case, the impound fees will be assigned to the Capital Fund account and expended upon approval from the City Council.

FINANCIAL IMPACT: Transfer impound fees from police revenue to the Capital Fund revenue. This action ensures impound fees are not used for daily operations of the City, but for capital projects or purchases.

NEIGHBORHOOD CONCERNS: n/a

IMPACT IF APPROVED: The finance department will begin coding impound fee revenue to the Capital Fund.

IMPACT IF DENIED: Impound fees will remain a police department revenue line item in the General Fund

ALTERNATIVES: Council can discuss further options.

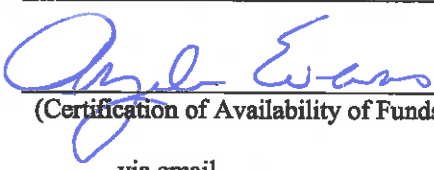
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Effective Government

REQUIRED SIGNATURES

Department Director

Date

Finance Department


(Certification of Availability of Funds)

4-8-16
Date

Corporation Counsel

via email
(Certification of Review)

4/6/16
Date

Interim City Manager



Date

4/7/16
Date

RESOLUTION for Assignment of Impound Fees to Capital Fund

Resolution No. 22-15/16

WHEREAS, the City of Pekin passed an Ordinance No. 2734-15/16 Amending the Code of the City of Pekin on December 14, 2015 for the impoundment of vehicles to reduce, eliminate and curb illegal drug activity, illegal firearm activity, and illegal driving under the influence and while license suspended or revoked in the City in the amount of \$500.00 for administrative penalty; and

WHEREAS, the cost and need of road, infrastructure maintenance and improvements and capital items increase at a pace greater than the City of Pekin's revenues; and

WHEREAS, the intention of the City to limit the expenditure of these funds, by resolution to their intended purpose of infrastructure, improvements and capital purchases; and

WHEREAS, it is the City's desire to direct this new revenue by resolution to a separate fund to ensure accountability and transparency.

NOW, THEREFORE, BE IT RESOLVED, that all revenue generated from the Impound Ordinance No. 2734-15/16 shall be assigned to the Capital Fund and expended upon approval from the City Council,

BE IT FURTHER RESOLVED, that the Finance Department shall ensure the funds are properly recorded in the Capital Fund.

PASSED BY THE PEKIN CITY COUNCIL, STATE OF ILLINOIS AND APPROVED THIS 11TH DAY OF APRIL, 2016.

Ayes: _____

Nays: _____

Absent: _____

BY:

City of Pekin Mayor

ATTEST:

City Clerk



REQUEST FOR COUNCIL ACTION

To: Mayor McCabe and Council Members

CC: Sue McMillan & City Attorney

From: Sarah Newcomb, Interim City Manager/Human Resources Director

AGENDA ITEM: Proposed Collective Bargaining Agreement with IAFF Local 524 May 1, 2016-April 30, 2020

AGENDA DATE REQUESTED: April 11, 2016

ACTION REQUESTED: Approve the proposed collective bargaining agreement with the Firefighters

BACKGROUND: The Firefighters negotiation team, consisting of Tom Veatch, Todd Carroll, Craig Zukowski, John Burns and Chris Coats contacted me in January and we preliminarily discussed the approach and methodology we would both like to use during negotiations. We both agreed it best to go through the contract article by article and clear up any language changes needed or requested and then discuss financial aspects of the contract. I informed them the City's negotiation team would consist of the Mayor; Patrick Murphey, attorney; Kurt Nelson, Fire Chief and myself. We began formal negotiations on 3/3 and they continued with the full negotiation committees on 3/10, 3/18 and 3/30. Several minor discussions occurred outside of the full negotiation team meetings strictly for the purpose of clarification and those items were always presented formally at the next meeting. On 3/30 we reached a tentative agreement with most importantly to the City the IAFF agreeing to pay a percentage of the health insurance premiums in the amount of 10% May 1, 2016; 11% May 1, 2018 and 12% May 1, 2020 and a pay increase of 2.5% May 1, 2016 and 2.25% subsequent years. The City received much needed revised language on article 40.7 and 2.7 and alignment with the entire City policy on tuition reimbursement. The Union ratified the contract on April 6-7.

FINANCIAL IMPACT: The employees pay a percentage of the premium increasing participation by approximately \$49,474 based on current tier employees participate in. The monetary value of increased participation in 2018 and 2020 is unknown until we receive rates from Central States at which time we can ascertain what the shift of one percent of the total premiums will be. The actual impact of the new fire wages based on the current staff in place is a reduction in fire salaries of \$139,254 or 4% compared to the FY 15-16 budget.

Fire contract costing considering same staff in place each year.

	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY19-20	FY 20-21	Total
Salary Increase:		2.50%	2.25%	2.25%	2.25%	2.25%	
Total Annual Salaries based on current employees:	\$ 3,967,020	\$ 4,066,196	\$ 4,157,685	\$ 4,251,233	\$ 4,346,886	\$ 4,444,690	12.04%

Total Cost Over 5 Years: \$ 21,266,689

NEIGHBORHOOD CONCERNS: n/a

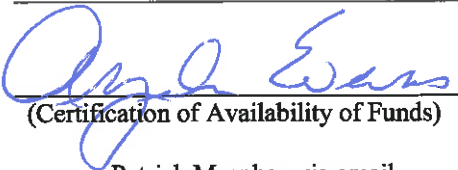
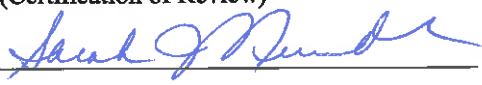
IMPACT IF APPROVED: The finance department will begin implementing the pay plan May 1; the Fire Department will proceed with work under the guidelines of the attached contract.

IMPACT IF DENIED: The City will go back to the bargaining table knowing the IAFF contract will likely expire prior to approval from the City; yet knowing the IAFF members have ratified the contract which will make further negotiations more complicated and the probability for mediation highly probable.

ALTERNATIVES: n/a

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Effective Government

REQUIRED SIGNATURES

Department Director	<u>Kurt Nelson /s/</u>	<u>4/7/16</u> Date
Finance Department	 (Certification of Availability of Funds)	<u>4-8-16</u> Date
Corporation Counsel	<u>Patrick Murphey via email</u> (Certification of Review)	<u>4/8/16</u> Date
Interim City Manager		<u>4/7/16</u> Date

**COLLECTIVE BARGAINING
AGREEMENT BETWEEN
THE CITY OF PEKIN AND
PEKIN FIREFIGHTERS IAFF LOCAL 524
MAY 1, 2016 – APRIL 30, 2021**



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ARTICLE 1

PREAMBLE

This Agreement is entered into by and between the City of Pekin (hereinafter referred to as the “Employer”) and Local # 524, International Association of Firefighters (Hereinafter referred to as the Union”).

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustments of differences which may arise, and to establish proper standard of wages, hours, and conditions of employment.

ARTICLE 2

RECOGNITION

The Employer hereby recognizes the Union as the sole bargaining representative of all employees of the Pekin Fire Department (herein referred to as “Officers”), except the Fire Chief, sworn personnel above the rank of Captain, and all unsworn personnel, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and conditions of employment.

Probationary employees are covered by this Agreement except for discipline and discharge. Where an employee within the bargaining unit is appointed to a position above the rank of Captain within the Fire Department, the employee will be able to return to his former rank in the event he is removed from the appointive position. The foregoing shall not limit the authority of the Board of Fire and Police Commissioners in considering charges against such employee under the Fire and Police Commission Act.

Should the City create new positions or classifications of sworn personnel within the Fire Department, the City will, on request, meet with the Union to consider whether the new positions or classifications should be included within the bargaining unit. In the event the parties cannot agree, either party may petition the Illinois State Labor Relations Board for a unit clarification or determination. If the parties agree to include the new position or classification, they shall file with the Illinois State Labor Relations Board to amend the bargaining unit, and shall thereafter negotiate concerning the salary to be paid to such position or classification, provided the City shall have the right to set the salary to be paid pending the parties' negotiation of that issue.

ARTICLE 3

NON-DISCRIMINATION

Section 3.1 - Equal Employment Opportunity

The Employer will continue to provide equal employment opportunity to all Union members and apply equal employment practices.

Section 3.2 - Non-Discrimination

Employer shall not discriminate against Union members, and employment-related decisions will be based on qualifications and predicted performance in a given position without regard to race, color, sex, sexual orientation, gender identity, age, political belief or affiliation, religion, national origin or membership in the Union. Employer and Union will adhere to State and Federal standards. Where any employee contends either the City, the Union, or both, have failed to fulfill their duties, the employee may pursue relief under the grievance and arbitration procedure of this Agreement, provided the employee gives the City and the Union written notice of his contention(s) and agrees his contentions shall be submitted to arbitration proceedings which shall be final and binding upon him.

Section 3.3 - Use of Masculine Pronoun

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

Section 3.4 - Americans With Disability Act Compliance

The City and the Union agree to comply with the Americans With Disabilities Act (ADA), including the duty to make reasonable accommodation, in the implementation of this Agreement. Where any employee contends either the City, the Union, or both, have failed to fulfill their duties under the ADA, the employee may pursue relief under the grievance and arbitration procedure of this Agreement, provided the employee gives the City and the Union written notice of his contention(s) and agrees his contentions shall be submitted to arbitration proceedings which shall be final and binding upon him. An employee may request accommodation through the Human Resources Department in accordance with ADA guidelines.

Section 3.5 - Affirmative Action

As a public employer, the City is subject to certain duties to take and/or promote affirmative action, and to maintain a drug-free workplace, under federal and state laws. Nothing in the Agreement shall be interpreted in a manner which might prevent the City from fulfilling such obligations, or taking measures necessary to promote affirmative action and a drug-free workplace.

Section 3.6 - Harassment

Every employee shall accord other employees, and individuals with whom they come in contact in the course of employment, equal treatment, respect and dignity, and maintain a work environment free from unwelcome harassment occasioned by race, color, sex, sexual orientation, gender orientation, age, political belief or affiliation, national origin, religion, or disability. Harassment may include verbal, written, visual or physical acts or conduct which is offensive in nature, intimidating, insulting, degrading, or unwelcome, occasioned by, or resulting from, prejudice, bias, or intolerance based upon the foregoing, and is unlawful and contrary to public policy, and may result in termination of the employment relationship where it occurs. Both parties agree to conform to the Sexual Harassment Policy contained within the City of Pekin Personnel Policy. Where any employee contends either the City, the Union, or both, have failed to fulfill their duties, the employee may pursue relief under the grievance and arbitration procedure of this Agreement, provided the employee gives the City and the Union written notice of his contention(s) and agrees his contentions shall be submitted to arbitration proceedings which shall be final and binding upon him.

ARTICLE 4 **MUTUAL COOPERATION**

Section 4.1 - Cooperation

The employer and the Union agree to cooperate with each other in matters of the administration of the Agreement.

Section 4.2 - Labor-Management Committee

There shall be established a joint Labor-Management Committee, such Committee to be composed of three (3) representatives each for both the Union and the Employer, with these representatives to be selected and designated by the Union and the Employer, respectively. This Committee shall meet quarterly, the exact date of which shall be agreed upon between the parties. This Committee shall also meet at a mutually agreed time when the following issues are first known to the respective parties:

1. Pre-discipline
2. Pre-grievance
3. New or revised rules, regulations & S.O.P.'s
4. Federal, State and local government mandates
5. OSHA & Illinois Department of Labor proposed changes
6. Pension legislation
7. Injuries which are serious
8. City ordinances and resolutions
9. Union fund Raising
10. Lobbying efforts by the I.A.F.F. and the IML
11. Sick leave "problems"

12. Workers Compensation Issues
13. Any other proposed legislation that may impact either party
14. Any other issue mutually agreed to by both parties

Both parties to this agreement agree to attend at least one joint training program together for Labor-Management issues. At least one representative from both parties to the joint Labor-Management Committee shall attend.

Nothing in this article shall require the parties to bargain for the issues listed in the above numbered 1-14, but rather to discuss the issues in an open forum as to understand all sides of each issue and the possible impact on the parties involved.

ARTICLE 5

UNION PRESENTATION AT ORIENTATION

The employer shall grant the Union (a member and/or members of its Executive Board) an opportunity during the departmental orientation of new firefighters to present the benefits of Union membership as well as the Fire Fighters Health Insurance Plan.

ARTICLE 6

DUES DEDUCTIONS

Section 6.1 - Dues

Upon receipt of proper written authorization from an employee, the Employer shall deduct each Month Union dues in the amount certified by the Treasurer of the Union from the pay of all employees covered by this Agreement, who, in writing, authorize such deductions. Such money shall be submitted to the Treasurer of the Union within thirty (30) days after the deductions have been made. Said deductions will be terminated upon employee's written request.

The Union hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of, any action taken by the Employer for the purpose of complying with the provisions of the Article.

Section 6.2 - Fair Share

Any present employee who is not a member of the Union shall, as a condition of employment, 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, but not to exceed the amount of dues uniformly required of members. All employees 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 employee in whose behalf the Employer has not received a written authorization as provided for 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 Union on the tenth (10th) day of the month following the month in which the deduction is made, subject to the following:

- 1. The Union has certified to the Employer that the affected employee has been delinquent in his obligations for at least thirty (30) days.**
- 2. The Union has certified to the Employer that the affected employee has been notified in writing of the obligation and the requirement for each provision of the Article, and that the employee has been advised by the Union of his obligations pursuant to this Article and of the manner in which the Union has calculated the fair share fee.**
- 3. The Union has certified to the Employer that the affected employee 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 by the Illinois State Labor Relations Board, and**
- 4. If, because a bona fide religious belief or teaching of a church or religious body, a member does not wish to contribute a fair share, in lieu thereof he may pay to a non-religious charitable organization his fair share. Said organization shall be mutually agreed upon between the employee and the Union. In the event the employee and the Union cannot agree upon said organization, then same shall be determined by the Illinois State Labor Relations Board. Furthermore, if there is a dispute between the employee and the Union as to whether or not the employee and the Union as to whether or not the employee's religious belief is bona fide, then same shall be resolved by an impartial arbitrator appointed by the Illinois State Labor Relations Board.**

ARTICLE 7

MANAGEMENT RIGHTS

Except as modified by the provisions of this Agreement, 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:

- 1. To determine the organization and operations of the Fire Department.**
- 2. To determine and change the purpose, composition and function of each of its constituent departments and subdivisions.**
- 3. To set standards for the services to be offered to the public.**
- 4. To direct the employees of the fire Department, including the right to assign work and overtime.**
- 5. 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.**
- 6. 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 bona fide lack of work or funds or other proper reasons.

7. To establish work schedules.
8. To establish, modify, combine or abolish job positions and classifications.
9. To add, delete or alter methods of operation, equipment or facilities.
10. To establish, implement and maintain an effective internal control program.
11. To suspend, demote, discharge or take other disciplinary action against firefighters for just cause except as otherwise provided for by the Board of Fire and Police Commissioners or the Agreement.
12. Inherent managerial functions, prerogatives, and policy making rights as set forth in section 1604 of the IPLRA which the employer has not expressly restricted by provision of the Agreement shall remain vested exclusively with the Employer subject to the rights of the Union as set forth in the Act.

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

ARTICLE 8

NO STRIKE

Section 8.1 - No-Strike Commitment

Neither the Union nor any firefighter, member of the Union nor employee covered by this Agreement, will call, institute, authorize, participate in, sanction, encourage or ratify any strike, work stoppage, or picket which causes work stoppage or other concerted refusal to perform duties by any officer or officer group, or the concerted interference with, in whole or part, the full faithful and proper performance of all normal operations of City Government. Neither the Union nor any firefighter, member of the Union, nor employee covered by this Agreement, shall refuse to cross any picket line, by whomsoever established.

Section 8.2 - Resumption of Operations

In the event of action prohibited by the Section above, the Union immediately shall publicly disavow such action and request the offender 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 the Section.

Section 8.3 - No Lockout

In no instance shall the City lockout employees as a result of a labor dispute.

Section 8.4 – No Contracting out

This agreement will confirm the City's commitment to the Union. The City agrees that in no event shall the City contract or subcontract out for the provisions of any service currently performed by the members of the

bargaining unit, including but not limited to, fire suppression, fire inspections, fire investigations, fire public education, and emergency medical services.

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, formerly Ch. 48, Section 1614, as it may be amended from time to time) unless the parties otherwise agree.

ARTICLE 10

RESERVE

ARTICLE 11

SUBSTANCE ABUSE

Section 11.1 - Drug and Alcohol Testing

It being the desire of the parties to protect the safety of the public and other employees, yet safeguard the rights of individual employees, the parties agree that drug and alcohol testing shall be conducted as follows:

1. The Employer may order individual employees to submit to blood or urine tests to determine the presence of alcohol and/or drugs where the Employer has just cause to believe the individual employee is then under the influence of alcohol or controlled substances. Post-accident; Any employee involved in an on the job accident or injury under the circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury may be asked to submit to drug or alcohol testing. The Employer shall set forth in writing to the employee the basis for such just cause, including all objective facts and reasonable observations shall be delivered to the employee.
2. Employees ordered to submit to drug and alcohol tests shall promptly comply with the order, whether or not they believe that just cause for the order exists. Refusal to submit to such test may result in appropriate disciplinary action. Employees who submit to such tests shall not be deemed to have waived or otherwise impaired their rights to grieve or otherwise contest any aspect of the testing as may be provided by law or this Agreement. An employee who has been tested and has a blood alcohol level in excess of .04 and who refuses to undergo a complete substance abuse treatment program shall be subject to disciplinary action with just cause.
3. The employer agrees that its testing procedure for the presence of drugs or alcohol shall conform to the following:
 - a. Use only a licensed clinical laboratory to test body fluids or materials for alcohol or drugs.
 - b. Establish a chain of custody procedures for both sample collection and testing that will insure

The integrity of and identity of each sample and test result.

- c. Collect a sufficient sample of the same body fluid or material to permit for an initial screening, a confirmatory test and a sufficient amount to be set aside and reserved for later testing if requested by the employee.
 - d. Collect all samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Proper testing may be conducted to prevent the submission of a false or adulterated sample.
 - e. Confirm any sample that tests positive in the initial screening for alcohol or drugs by use of gas chromatography, with mass spectrometry or an equivalent scientifically accurate and accepted method that provides quantitative data about the detected alcohol or drug metabolites.
 - f. Provide the employee tested with an opportunity to have an additional portion of the same sample tested by a licensed testing facility of his own choosing.
 - g. Require that the clinical laboratory report to the Employer the positive results only in the case where both the initial and confirmatory test results are positive as to the same sample.
 - h. Provide each officer with a report of the results of each drug or alcohol test that includes the types of tests conducted, the results of each test, the detection level used by the laboratory, and any other information provided to the employer by the laboratory.
 - i. Insure that all positive samples are maintained for a period of not less than 120 days to permit additional testing at the election of the employee.
4. The parties agree that there shall be no random, periodic or mass testing of employees for alcohol or drugs except as specifically provided by State or Federal Law. Employees shall have the right to grieve the basis for the order to test, accuracy of the tests, the consequences of the test or any alleged violation of this Agreement. Should a grievance concerning such testing be sustained, the arbitrator shall have the authority to fashion an appropriate remedy, including but not limited to expungement of records, a prohibition against using information concerning the test or results thereof in any future employment decision, and posting of appropriate notices. It is understood that employees' legal rights that may exist outside this Agreement concerning drug and/or alcohol testing are not limited or in any manner abridged herein and they may pursue the same as provided by law, this Agreement notwithstanding.
 5. The employer agrees to maintain all records concerning drug or alcohol problems of its employee in the utmost confidence, releasing such information only upon the written authorization of the affected employee or upon proper court order.

Section 11.2 - Discipline/Rehabilitation

Any employee, who is determined to have a drug abuse or alcohol abuse problem may be granted leave without pay to seek assistance through an established employee assistance program. 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. The employee shall be able to use any compensation time, vacation time, or sick leave as the employee may have accumulated in order to participate in such a program. Successful completion of a drug abuse or alcohol abuse rehabilitation program within one year is required. Failure to complete such a program within one year shall be the basis for dismissal.

Any employee who has or who admits he has an alcohol abuse problem or 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 Fire Chief 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.

Any employee who has completed a drug or 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.

Any employee who has completed a substance abuse treatment program and has returned to work is subject to random testing by the Employer for a period of up to two (2) years following the employees return to work. Said testing shall be at the recommendation of the assigned drug and alcohol counselor.

Any employee after completing a substance abuse treatment program as provided above, who tests positive for controlled substances while on duty shall be subject to disciplinary action by the Fire Chief 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 Commission.

ARTICLE 12

FIRE DUTIES AND RESTRICTIONS

No Officers covered by this Agreement shall be required to perform any duties except those directly associated with:

1. Firefighting, hazardous materials, fire prevention, training, routine maintenance of firefighting equipment, and other related duties as are reasonably necessary in the operation of the Fire Department.
2. Emergency first aid and rescue duties in connection with the operation of the Fire Department.
3. Demonstrations or instructions to the public or various organizations concerning public safety, demonstrations, inspections and related activities concerning public safety.

4. Other duties mutually agreed to by the parties.

Company Inspections shall generally be done Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M., excluding holidays, weather permitting.

Training shall generally be done Monday through Saturday between the hours of 8:00 A.M. and 5:00 P.M., excluding holidays. The Union understands that there may be instances where special training situations arise and are willing to work with the Chief and/or Training Officer to agree on a proper time and place for this training. The Assistant Chief shall be responsible that his/her assigned training is completed.

ARTICLE 13
GRIEVANCE PROCEDURE

Section 13.1 - Definition

A grievance is defined as a dispute of difference of opinion between the Employer and the Union or employee(s) over the meaning, application or interpretation of the terms of this Agreement or the inequitable application of the rules and regulations of the Pekin Fire Department.

Section 13.2 - Procedure

The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, this informal process cannot or does not resolve the matter, grievances shall be processed according to the following procedure. All grievances must be filed within thirty (30) days of the date of the event giving rise to the grievance.

Step 1: Grievances shall be first submitted in writing to the employee's immediate supervisor, setting forth portion(s) of the Agreement involved and shall set forth the facts which form the basis of the grievance, as well as the relief requested. The Supervisor shall deliver his written response to the grievance within five (5) calendar days after the receipt of the grievance. If denied, this response shall set forth the basis for denial of the grievance, specifying those facts and portions of the Agreement upon which the denial is based.

Step 2: If the grievance is not resolved in Step 1, and the grievant desires to appeal, it shall be referred in writing to the Fire Chief within seven (7) calendar days of the receipt of the Step 1 response. This appeal shall state the basis upon which the grievant was improperly denied at the preceding step. The Fire Chief or his designee shall investigate the grievance and offer to discuss the grievance with the grievant and/or his representatives within seven (7) calendar days of receipt. If no settlement is reached, the Fire Chief shall deliver his written answer to the grievant within ten (10) calendar days of the receipt of the grievance, setting forth the facts and portion(s) of the Agreement upon which the denial is based.

Step 3: If the grievance is not settled in Step 2, and the grievant desires to appeal, the grievance shall be referred in writing to the City Manager within seven (7) calendar days of the receipt of the Step 2 response. The City Manager or his designee shall investigate the grievance and offer to discuss the grievance with the grievant and/or his representatives within seven (7) calendar days of receipt. If no settlement is reached, the City Manager shall deliver his written answer to the grievant within ten (10) calendar days of the receipt of the grievance, setting forth the facts and portion(s) of the Agreement upon which the denial is based.

Step 4: If the grievance is not settled in Step 3, and the Union desires to refer the grievance to arbitration, it shall notify the City Manager in writing within twenty-one (21) calendar days of the receipt of the Step 3 response.

Section 13.3 - Arbitration

If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to final and binding arbitration, as described below, within twenty-one (21) calendar days of receipt of the Employer's written answer as provided to the Union at Step 3:

1. The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven-day period, the parties shall jointly request the Federal Mediation and Conciliation Service, or if both parties agree to, the Illinois Labor Relations Board, to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Each party also retains the right to request that the panel(s) submitted for any given case be limited to members of the National Academy of Arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel, with the alternate order of individual strikes to be determined by a coin toss. The person remaining shall be the arbitrator.
2. The arbitrator shall be notified of his/her selection by a joint letter from the parties and shall be requested to set a time and place for the hearing, subject to the availability of Union and Employer representatives.
3. The arbitrator shall submit his/her final and binding decision in writing sixty (60) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
4. The Arbitrator shall have no power to amend, modify, nullify, ignore, imply, add to or subtract from, the express provisions of the Agreement. He shall consider and decide only the specific issue submitted to him in writing by the City and the Union, and shall have no authority to make a decision on any issue(s) not submitted to him. The Arbitrator shall be without power to make decisions contrary to or inconsistent with, or modifying or varying in any way superseding State or Federal law.
5. More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
6. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided

equally between the Employer and the Union; provided, however, that each party shall be responsible for its own representatives and witnesses.

Section 13.4 - Right to File Grievances

Nothing herein shall be construed as limiting the right of individual employees to file grievances with the Employer through the foregoing grievance procedure without the intervention of the Union as provided by law. In such instances, the Employer shall notify the Union in writing and provide it with a copy of the grievance within seventy-two (72) hours of the receipt of such an individual grievance. The Union shall be notified of and permitted to attend all meetings between the Employer and the grievant concerning such grievances. In the event that the Union believes that a settlement of such grievance(s) violates the terms of the Agreement, the Union may file a grievance concerning that settlement, commencing at the Step above which the settlement occurred (except in cases where the settlement occurred at Step 3, in which case the Union's grievance shall be filed at Step 3). This right to file and process grievances without the intervention of the Union shall be limited to Steps 1,2 and 3 of the procedure and shall not extend to Step 4. Only the Union shall be authorized to have the right to refer grievances to final and binding arbitration.

Section 13.5 - Initial Filings

Any dispute or disagreement about whether a grievance should have been appropriately filed at Step 1 or a higher step shall not be grounds for denying the grievance or otherwise impairing or limiting the jurisdiction of an arbitrator to render an award concerning such a grievance.

Section 13.6 - Time Limits

The time limits for filing and processing grievances shall be adhered to unless the parties mutually agree in writing to extend the same at any Step. If a grievance is not filed or processed to the next Step of the procedure within the stated time limits, it may not be processed further. If the Employer does not respond at any Step within the stated time limits, the grievance, may be deemed to be denied and appealed to the next Step of the procedure.

Section 13.7 - Uniform Arbitration Act to Apply

Except where specifically modified herein, the provisions of the Illinois Uniform Arbitration Act, as set forth in the Illinois Compiled Statutes, shall govern any arbitration that may arise between the parties. An arbitrator's authority shall not be limited or otherwise impaired by the passage of a fiscal year for the Employer.

ARTICLE 14

DISCIPLINARY MATTERS

Section 14.1 - Employee Discipline

The City shall use the principles of progressive discipline as a method to improve employee behavior and/or performance. However, when the severity of an infraction is great, discipline outside the normal progression, up to and including dismissal, may be considered an appropriate remedy. It shall also be recognized that when using the principles of progressive discipline, all aspects of performance are taken to consideration. Individual infractions standing alone may not warrant action beyond the first, but viewed cumulative with other warnings more extreme action may be appropriate.

Disciplinary action may be taken in the following forms:

1. Verbal warning documented for future reference
2. Written warning reprimand
3. Suspension without pay
4. Dismissal

Disciplinary Action: No employee shall be discharged, suspended, reprimanded, relieved from duty or otherwise disciplined in any manner without just cause.

Right to Representation: Employees shall have the right to Union representation at all meetings with the City or its' representatives, where the employees reasonably fear that discipline action may result. No suspension or dismissal will occur without a prior offer to the employee to provide Union representation. Copies of written warnings will be provided to the Shift Steward and should verbal warnings be issued, the Shift Steward is to be verbally notified. All employees shall be afforded all rights under the Fire Fighters Disciplinary Act as now in effect or as may from time to time be amended.

Records Concerning Discipline: In keeping with the Parties agreement that discipline is to be corrective, it is agreed that all files maintained concerning an employee shall be expunged of any reference to his disciplinary history in accordance with the following:

1. Verbal Reprimand: Will stay in the employees file until the employee's yearly evaluation and at that time shall be reviewed by the Chief and said employee.
2. Written Reprimand: A written reprimand shall stay in the employees file for a period of five years and at that time it will be at the Chiefs discretion to remove the written reprimand.
3. Disciplinary Suspension: A suspension shall stay in the employees file as a permanent record.

Section 14.2 - Appeal of Discipline:

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

ARTICLE 15

LAYOFF

In the event of a layoff of an employee covered by the Agreement, the Employer agrees not to hire any personnel to perform the duties that a firefighter can perform.

In the event of layoff, firefighters 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. Layoffs and rehiring shall be in accordance with 65 ILCS 510-2.1-18.

ARTICLE 16

EMPLOYEE SECURITY

Employees shall have the right to review their personnel records subject to the procedures and limitations set forth in 820 ILCS 40/1-et seq as now in effect or as may from time to time be amended.

Section 16.1 - Inspection

Employees shall be allowed reasonable access to inspect their entire personnel and training file, no later than seven (7) 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, one of which shall be in conjunction with the annual evaluation. 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 in 820 ILCS 40/10, as now in effect or and may from time to time be amended.

ARTICLE 17

HOURS AND OVERTIME

Section 17.1 - Definitions

A. "Shift Day" - A work day consisting of twenty-four (24) consecutive hours of duty immediately followed by forty-eight (48) hours off duty. Employees working twenty-four (24) hour shifts shall commence their workday at 7:00 a.m. Employees assigned to work forty (40) hours per week shall work such hours as are mutually agreed upon between the individual member and the Fire Chief.

B. "Tour of Duty" - All scheduling will be based upon a tour of duty, which shall be a twenty-seven (27) day

consecutive period. The tour of duty shall be as presently in existence insofar as the beginning day of each tour is concerned.

C. "Holdover" or "Hireback"- A person who continues to work after his shift has ended. Said work shall be scheduled off of the correct list. The 24 hour list or the less than 24 hour list. A member not working the day or shift before the overtime occurs shall not be eligible to be offered overtime off of the list for the holdover/hireback.

D. "Holdover/Hireback list"- The lists for 24 hours, and less than 24 hours shall be maintained by the Assistant Chiefs and shall work as follows:

- 1. The list will work on a rotational basis with each member on the list according to his shift. When a holdover/hireback occurs the members of the off-going shift shall be offered the overtime starting at the top of the list offering the overtime in order.**
- 2. Upon initial contact if the member refuses the overtime at the request of the Assistant Chief he shall also indicate his acceptance or refusal of the overtime should the Assistant Chief go back through the list. If the overtime occurs after shift change when the member is off duty and he did not answer the phone initially the Assistant Chief shall attempt to call the member again. If the member does not answer the phone on the second progression through the list both failures to make contact shall be considered a refusal by the member.**
- 3. The member shall either accept or refuse the overtime. If the member accepts the overtime then his name shall be placed at the bottom of the list. A member shall be allowed one refusal per overtime period offered without being placed at the bottom of the list. If the list is exhausted the Assistant Chief shall go back through the list a second time. If a member refuses the overtime period a second time he shall be placed at the bottom of the list unless conditions specified in paragraph 4 exist.**
- 4. A member may refuse the overtime and hold his place on the list for the following reasons. If the member is not scheduled to work the next shift day, if the member is already scheduled to work that day for himself or by trade, if the overtime puts him into a triple (3 consecutive days), for department related classes and/or tests, and for official IAFF, AFFI, or Local 524 business.**
- 5. In the event the overtime cannot be filled from the previous shift's list the position may be filled by either "calling in" or going through the remaining shifts lists at the discretion of the Assistant Chief.**

E. "Call-in" - A person called into duty utilizing the departmental issued paging system for the minimum of (3) hours per article 17.3 A. Being paged in while off duty shall have no bearing on the members place on either overtime list as per article 17.1.

F. "Computation of Time" - all time computed under this Article shall be computed in fifteen (15) minute increments.

G. "Computation of Hourly Rate" – Whenever an hourly rate is computed in furtherance of this Agreement, whether for overtime, sick leave, call-ins, holdovers or otherwise, the amount of such hourly rate shall be computed as follows unless otherwise specifically provided for: The regular annual base salary for the employee shall be divided by 2,736 hours. The result of this division shall have added to it the sum or sums to which the employee would be entitled for longevity and for obtaining their Fire Science 2% or 5% bonus.

H. Holdover/Hireback Procedure: When a holdover/hireback is known to occur a member shall be offered the overtime according to article 17.1 Section D.

Section 17.2 – Overtime

Firefighters shall be entitled to overtime at the rate of one and a half times their normal hourly rate of pay when the Fair Labor Standards Act requires same within a twenty-seven (27) day tour of duty solely as part of said tour of duty, pursuant to section 17.6. When a firefighter is held over or called in he shall be paid one and one half times the number of hours or fraction thereof. All overtime will be paid during the next pay period after same is earned unless a firefighter elects to accumulate same pursuant to Section 17.4.

17.3 Call-ins

An employee who is called in shall receive a minimum of three (3) hours pay at one and one half times, and if the call-in lasts greater than three hours, then the employee shall receive one and one half times for each hour or fraction thereof that he is on duty. Both parties mutually agree that responding for a call-in will be done as expeditiously and as safely as possible.

From time to time, the Chief or his designee may offer overtime for non-emergency meetings or training. This overtime shall be paid at time and one-half and shall be a minimum of 1 hour, and in increments of 15 minutes thereafter. This overtime shall not be mandatory and shall be an option to the employee. In the event that there is a mutually agreed to mandatory meeting, by labor and management, then the overtime shall be paid at time and one half and shall be a minimum of 1 hour and in increments of 15 minutes thereafter. Nothing in this section shall require the chief to offer overtime for training or meetings if he does not feel it is needed. Mandatory call-ins shall be paid at the same rate as emergency call-ins.

On instances where a member must go home due to illness or injury during his tour of duty the call-in procedure shall be as follows:

1. If the member must leave and can wait until his replacement can arrive, then a member shall be called in according to the correct list according to article 17.1 section D.
2. If the member must leave and cannot wait until his replacement arrives then a member shall be paged in using department issued paging system and a member will be brought in for a minimum 3 hours as per article 17.3. The initial call in may be made for a period of up to 6 hours if the total overtime period is not expected to go beyond 6 hours. After paging to cover the initial 3 to 6 hour period then another member shall be offered the overtime in accordance with article 17.1 unless said overtime occurs after 1900hrs in which case the member responding to the initial call in may be retained for the remainder of the shift.

Section 17.4 - Accumulation of Compensatory Time (Time accumulated after April 1, 1990)

Employees shall be entitled to accumulate compensatory time up to a maximum of one hundred-twenty (120) hours. Said time may be accumulated in whole hour increments as a result of overtime earned pursuant to Section 17.2 and Section 17.3. When said overtime is earned, the employee shall notify the Fire Chief or his designee as to whether he wishes to accumulate same or be paid for same in accordance with Section 17.2(C). Such accumulated compensatory time may be utilized in six (6) hour increments when a vacation or Kelly day is available on that shift.

In the event that a member has less than twenty four (24) hours of compensatory time scheduled and another member requests a vacation day on same day the member with scheduled compensatory time has the option to take twenty four (24) hours that day or not utilize compensatory time. In the event a member has less than twenty four (24) hours accumulated, said member must utilize whatever he has left in order to guarantee usage of compensatory time that day.

Section 17.5 - Reimbursement for Time

In the event of a call-in or holdover is a result of, or due to a regularly scheduled employee failing to report to work or having to leave work once he has entered into his shift, for any reason other than sickness, emergency or authorized use of personal time, the employee failing to report or leaving shall have deducted from his pay, until paid in full, a sum equal to that paid to the employee called in or held over for him.

Section 17.6 - Kelly Days

Effective Dec. 29, 1996, the annual average hours of work shall not exceed 52.5 hours per week. The average weekly hours shall be accomplished by scheduling every 16th duty shift as a "KELLY DAY" off duty.

Scheduling of the initial "KELLY DAY" on any shift shall be done by job seniority.

Once "KELLY DAYS" have been established, they shall be fully tradable with all other employees and may be combined with any and all other time off on days of the employee's choosing. Any such trade shall be considered a duty trade for the purposes of FLSA overtime.

Effective Dec. 29, 1996, the City shall establish an individual FLSA work cycle for each employee covered by this Agreement which commences at 7:00 p.m. on the first day of the cycle and concludes at 7:00 p.m. on the 27th day of the cycle. Each employee's work cycle shall be established so the employee's "KELLY DAY" (16th shift) falls on the shift starting at 7:00 a.m. on the 27th day of his work cycle and ends at 7:00 a.m. on the first day of succeeding work cycle.

ARTICLE 18

COURT TIME

A. In the event an employee who is regularly scheduled and actively reporting to work for the City of Pekin is required to appear in Court for City business or before the Police and Fire Commission of the City in connection with his duties as an employee, he shall not lose any time or pay for the time he is required to appear except as hereafter provided.

B. Any appearance before the Fire and Police Commission of the City shall be at the employee's own expense, and he shall receive no pay for such time when as a result of any action by the Fire and Police Commission he is disciplined or any disciplinary action against him has been upheld.

C. In the event the employee is required to appear as in Paragraph A hereof, except as limited by Paragraph B above, on off-duty time, he shall be paid a minimum of four (4) hours straight time and everything over four hours shall be paid at one and one half times.

ARTICLE 19

SENIORITY

19.1 Definition of Seniority

Seniority shall, for the purpose of this Agreement, be defined as follows:

- 1. Employment Security: The term "employment security" refers to, and is defined as, a firefighter's length of continuous service with the Employer since the firefighter's last date of hire. For the purpose of this Agreement, a firefighter's length of continuous service with the Employer includes all years of service, including any years during which the firefighter was in a non-bargaining unit position, and/or**

in a position represented by another bargaining unit.

2. **Time-in-Rank Seniority:** The term “time-in-rank seniority” refers to, and is defined as, a firefighter’s length of continuous service with the Employer in his present position classification (rank), since his appointment or promotion to that position classification (rank). In the case of a firefighter who has been bumped or demoted to a lower-rated position classification (rank), that firefighter’s time-in-rank seniority shall be considered to be his length of continuous service with the Employer in the particular position classification (rank) since his appointment or promotion to that position classification (rank), including the time the firefighter was in the position classification (rank) from which he was bumped or demoted.

Section 19.2 - Seniority List

The Employer shall maintain and keep current a roster of the firefighters covered by this Agreement, showing the current position classification (rank) and applicable employment and time-in-rank seniority dates for each officer. This roster shall be made available for inspection by an authorized Union representative at all times during regular business hours of the Employer. The Employer shall also keep a copy of the current roster in Station Memo books.

ARTICLE 20 **PROMOTIONS**

Section 20.1 – General

Promotions to the ranks of Engineer and Captain shall be conducted in accordance with the provisions of the Fire Department Promotional Act, effective August 4, 2003, HB 988, 50 ILCS 742 (hereinafter the “Act”). A copy of this Act is attached as Appendix “A” to this agreement. Except where expressly modified by the terms of this Article, the procedures for promotions shall be made in accordance with the provisions of the Act.

Section 20.2 – Vacancies

This Article applies to promotions to vacancies in the ranks of Engineer and Captain. A vacancy in such positions shall be deemed to occur on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all ranks inferior to that rank, provided that the position or positions continue to be funded by the corporate authorities. If a vacated position is not filled due to lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period up to five years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

Section 20.3 – Eligibility

All promotions shall be made from employees in the next lower rank who have at least four years of seniority in the Pekin Fire Department, and at least 1 (one) year in their current rank. In order for a firefighter to become eligible to be promoted to a Driver/Engineer, he/she must first successfully complete the testing process and successfully complete the State Certification in Fire Apparatus Engineer. In order for a Driver/Engineer to become eligible to be promoted to the rank of Captain he/she must first successfully complete the testing process, successfully complete State Certification in Fire Apparatus Engineer, and Fire Officer I (or Provisional) and complete his/her Associates Degree in Fire Science, starting on the testing cycle of 2014. In order for a Captain to become eligible to be promoted to the rank of Assistant Chief he/she must successfully complete the testing process, and obtain certification (or provisional) for Fire Officer II, Haz/Mat Incident Command, and Incident Safety officer. To determine the seniority points the following will be calculated per the "Promotions Act" up to the date of the written exam. Each full year of service shall be calculated at 0.33 points per year with the 30th year of service calculated at 0.43 points. Partial years shall be calculated at 0.0275 points per full month of service, and partial months shall be calculated at 0.000904 points per day. The extra day in leap year shall not be figured into the equation. Seniority points shall be calculated up to 30 years of service.

Section 20.4 - Rating Factors and Weights

All examinations shall be impartial and shall relate to those matters which will test the candidate's ability to discharge the duties of the position to be filled. The placement of employees on promotional lists shall be based on the points achieved by the employees on promotional examinations consisting of the following 5 (five) components weighted and specified:

For the rank of Engineer/Driver:

Written examination	35%
Engineer Practical	35%
Ascertained merit	20%
Seniority	Up to 10% based on .33% per year of service up to 30 years
Military Service Points	Up to 3.5% (as per Police and Fire Comm. Rules and Regs.)

For the rank of Captain:

Written examination	50%
Subjective Component	20%
Ascertained merit	20%

Seniority	Up to 10% based on .33% per year of service up to 30 years
Military Service Points	Up to 3.5% (as per Police and Fire Comm. Rules and Regs.)

For the rank of Assistant Chief:

Written examination	45%
Subjective component	25%
Ascertained merit	20%
Seniority	up to 10% based on .33% per year of service up to 30 years
Military Service points	up to 3.5% (as per Police and Fire Comm. Rules and Regs.)

Section 20.5 Scoring of Components

Each component of the promotional test shall be scored on a scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the component on the test and the scored of all components shall be added to produce a total score of 100 points. Candidates shall then be ranked on the list in rank order based on highest to the lowest points scored on all components of the test. Such ranking shall constitute the preliminary list.

A candidate on the preliminary promotion list who is eligible for a veteran's preference under the laws and agreements applicable to the department may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated as provided under Section 55 of the Act and added to the total score achieved by the candidate on the test. The appointing authority shall then make adjustments to the rank and order of the preliminary promotion list based on any veteran's preference awarded. The final adjusted promotion list shall then be posted in each station, and copies provided to the Union and all candidates.

Section 20.6 - Right to Grieve

The Union or any affected employee who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list, or veteran's preference shall be entitled to a review of the matter by the City of Pekin Fire Chief. Any disputes as to such matters may be resolved and remedied by filing a grievance at step 3 as provided by Article 13 of this Agreement or as otherwise provided by the firefighters promotion act.

Section 20.7 - Order of Selection

Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, so long as he/she meets the promotional requirements. The appointing authority shall have the right to pass over that person

and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list, for any reason other than eligibility requirements. If the highest-ranking person is passed over, the appointing authority shall document its reasons for its decision to select the next highest-ranking person on the list. Unless the reasons for passing over the highest-ranking person are not remediable, no person who is the highest-ranking person on the list, who meets the promotional requirements at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution in accordance with the grievance procedure in Article 13 of this Agreement. In the event a grievance is filed, the promotional process shall stop, no promotions shall take place until the grievance is resolved.

Section 20.8 - Maintenance of the Promotional Lists

Final eligibility lists shall be effective for a period of 3 (three) years. The employer shall take all necessary steps to ensure the City of Pekin Police and Fire Commission maintain in effect current eligibility lists so that promotional vacancies are filled not later than 30 days, or upon the meeting of the City of Pekin Police and Fire Commission after the occurrence of the vacancy.

ARTICLE 21

UNION LEAVE

Up to a total of six (6) shift days per two-year period shall be granted for a leave of absence, without pay, compensatory time, or any other accumulated leave is used therefore, for use at attendance at the Associated Fire Fighters of Illinois Union Conference and International Fire Fighters Conference or other safety and training conferences approved by the Chief. The Union may designate which of its employees are to use the days. The leave of absence shall not exceed two (2) shift days for each Union member.

The Union shall notify the Employer as soon as it knows the schedule of any conferences in which members desire to attend. Each member who desires to attend shall notify the Chief. The Chief shall grant a leave of absence in accordance with this Article unless manpower requirements cannot be met. In the event the leave of absence is not granted because of manpower requirements, the Chief shall allow the member(s) one free trade in order that the member may attend the conference and that the member obtain another firefighter to perform his duties. The trade shall not count against any limit on trades that exist.

ARTICLE 22

LEAVE TIME

Section 22.1 - Bereavement Time

The City agrees to provide each scheduled Employee, actively reporting for work, with two (2) duty shifts off duty when a death occurs in the Employee's immediate family, which shall include a child (including adoptive or step), lawful spouse, or parent (including present step parents or spouse's parents) brother or sister (including step and half). One (1) duty day off shall be allowed with pay in the event of the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent (including grandparent-in-law), great grandparent, or grandchild. Where the City determines it to be appropriate, the City may agree to allow the Employee additional time off, without pay, or allow the Employee to utilize sick leave in the event of a death in the Employee's immediate family.

Section 22.2 - Jury Duty

Any employee regularly scheduled and actively reporting to work for the Employer who shall be required to serve on any municipal, county or federal jury shall be given a leave of absence for such service without loss of pay. Employees shall provide the Fire Chief with notice of the requirement for jury as soon after they are notified as possible to be entitled to pay. Any compensation (other than mileage reimbursement) for jury service shall be submitted to the City or deducted from the Employee's pay.

If the employee is released from jury duty prior to the end of an employee's work day, he shall be required to complete his work day if requested by the Chief.

Section 22.3 - Short-term Military Leave

Any firefighter 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 or compensation time.

Section 22.4 – Family and Medical Leave Act

Eligible employees may take up to 12 workweeks of unpaid FMLA leave in a consecutive 12-month period (rolling year) for specified and authorized family and medical leave reasons. Employees may take up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness, in accordance with FMLA. Any employee may, where they qualify, apply for a paid or an unpaid leave under the Family and Medical Leave Act consistent with the provisions of current regulations, including Military Leave Entitlements. Full context of FMLA procedure is available in the Employee Handbook or HR office.

Section 22.5 - Injury Leave On Duty

Employees injured while in performance of duty, or entering military service, may apply for a leave of absence pursuant to Section 10.2.1-23 of the Fire and Police Commission Act (65 ILCS 5/10-2.1-23) and shall retain their seniority rights during such leave and the right to reinstatement consistent with Section 10-2.1-24, provided such employee(s) comply with any provisions of law required to maintain those rights. Any employee injured on duty shall be compensated in accordance with the Public Employee Disability Act, 5 ILCS 345/1 (ch. 70, ss9).

Light Duty Personnel shall be determined by medical restrictions of the treating physician and may encompass duties within other city departments as long as there is no conflict between the other bargaining units or that it does not displace any employee.

Once approved for light duty by the treating physician, the member shall report for light duty on his regularly scheduled duty days according to the shift he is on. The member shall work only scheduled days between Monday and Friday, excluding holidays during regular business hours 0700-1700.

Should the employee choose to work a 40 hour schedule, instead of his regularly scheduled days, the City and the Union shall mutually agree on work hours.

Section 22.6 - Injury Leave Off Duty

An employee injured off duty or suffering from a long term illness shall not be entitled to any benefits not provided for in this Agreement. An employee shall be entitled to be off for a period of ninety (90) accumulative scheduled shift days in any two-year period, including any FMLA leave for personal illness. This will include all days the employee's shift is scheduled to be on duty, excluding Kelly days, scheduled or "owed" trade days, and all accrued paid leave time. Once all paid leave time has been used, the employee may continue to be off the job in a non-pay status. If during this non-pay status said member earns sick time, vacation days, and/or Kelly days, the two-year period does not restart. If at the expiration of said ninety (90) shift day period the employee is still unable to return to work, they lose all seniority rights and rights to employment. Their rights to reemployment would be solely as provided by state statute. In such case in the event they are re-employed, they would start as a probationary Firefighter and it is understood that they would have lost seniority they may have previously earned.

Section 22.7 - Off Duty Injury/Illness Temporary Light Duty

Light Duty Personnel shall be determined by medical restrictions of the treating physician and shall encompass duties within other city departments as long as there is no conflict between the other bargaining units or that it does not displace any employee.

Light Duty shall be a forty (40) hour week. Scheduling of work hours shall be mutually agreed upon by the Chief or his designee and said employee on light duty.

Light Duty shall be limited to thirty (30) calendar days, per injury and/or illness. An extension may be allowed if the Chief and the firefighter on Light Duty mutually agree. An employee shall be required to use ten (10) sick days prior to being eligible for the Off Duty Injury/Illness Temporary Light Duty Program per occurrence of the injury/illness. There will be a limit of eighteen (18) months prior to existing illness/injury that sick days will have been used to count towards the ten (10) days. The ten (10) days are limited to the immediate eighteen (18) months prior to the existing injury/illness.

Light Duty may be performed by any individual injured off duty or as a result of a long-term illness. Light Duty shall be on a voluntary basis only. Fitness for Light Duty shall be determined by the Doctor whose care the employee is under. Light Duty shall be granted only if jobs are available within the Physicians limitations.

The rights extended to an employee injured off duty shall not extend to those employees who are injured during the commission of any felony.

ARTICLE 23

WORKER'S COMPENSATION

The City of Pekin will comply with applicable Illinois state laws in providing worker's compensation benefits to employees who are injured on the job. The City retains the right to assign such employees to alternative duties where they are unable to perform the duties identified in Article 12. Nothing concerning or related to this Article shall be subject to the grievance procedure or arbitration provisions of this Agreement.

ARTICLE 24

HOLIDAYS

All bargaining unit employees shall receive 72 hours pay on the first pay date after December 1st of each year and 72 hours pay on the first pay date after April 2nd of each year added to their regular pay. New employees shall receive compensation prorated, depending on date of hire.

ARTICLE 25

UNIFORM ALLOWANCE

Each firefighter shall receive \$500.00 for 2016 and \$550.00 2017-2020 as a uniform allowance in the form of a debit card with said amount at the same time as the first paycheck in July.

No firefighter shall have a uniform that consists of 100% polyester. Each new hire shall receive 3 pairs of duty pants, 6 duty t-shirts, 1 pair duty shoes/boots, 2 long sleeve uniform shirts, 2 short-sleeve uniform shirts, 1 duty leather belt, 1 pair navy sweatpants, 2 sets of badges and nameplates, and uniform jacket. When off probation each member shall receive 1 set of collar pins, 1 set badge and nameplates, full Class A Uniform with hardware. New hires will receive a uniform allowance on a pro-rata basis the next year based on their hire date. Personnel assigned to a 40-hour week shall receive an additional short sleeve and long sleeve uniform shirt.

Personal property damaged during the performance of Fire Department duties shall be replaced by the department at the discretion of the Fire Chief.

ARTICLE 26

VACATIONS

For all Firefighters, the following vacation schedule shall apply:

1 up to 5 years:	2 weeks, 5 days
5 up to 10 years:	3 weeks, 7days
10 up to 15 years:	4 weeks, 10 days
15 up to 25 years:	5 weeks, 12 days
25 years and up:	13 days (Will take effect beginning May 1, 2020)

The following general provisions shall apply to vacations:

- 1. The anniversary date of hire determines the number of years of service.**
- 2. A firefighter may pick ahead of his anniversary date in determining the number of work days of vacation that he may take during that particular calendar year.**
- 3. A newly hired firefighter shall receive a prorated vacation to be taken after his/her first year anniversary date and before the end of that calendar year. However, if a firefighter ceases employment**

then upon leaving employment he/she shall receive prorated vacation from January 1 of that year to the date the firefighter's employment ceases, plus any unused vacation time from the previous year. A month of service shall be determined by the fifteenth (15th) of the month, ie. If a firefighter works past the fifteenth (15th) of the month he/she shall receive a full month of service and if a firefighter works up until the fifteenth (15th) of the month he/she shall receive ½ month of service.

4. Firefighters shall be entitled to the prorated share of their vacation not used in the year they terminated plus any vacation they did not otherwise use during said calendar year.
5. All vacations shall be used in the year earned and shall not be carried over, unless, the vacation was canceled by the Employer. Then in such case the firefighter shall have the right to carry over his unused vacation if he was then unable to reschedule the vacation to be used in the calendar year.

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

1. Each employee shall have one pick of consecutive shift days per round, days can be scheduled through Kelly days, unless the employee has passed.
2. Each rotation shall be conducted by seniority with the senior employee picking first.
3. In the event a day is "closed" due to already having 2 vacation picks a member shall be able to pick through those days and still be considered consecutive days.
4. No more than two (2) vacation picks per work day, exceptions may be made due to shift transfer, illness, and training classes scheduled after December vacation picks, etc.
5. The upcoming vacation schedule shall be completed in the month of December on duty days picked at the Chief's discretion.
6. After all regularly earned vacation is picked or passed, compensatory time-off mandated by the contract or a maximum of two (2) comp days (if the employee has ample comp time but is not required by the contract to use comp time) may be scheduled as vacation overtime (VOT). This may be added to a previously picked vacation (if the time is available), or it may be used as a separate vacation.
7. An employee may pass at any time during the selection process. If an employee passes, he forfeits his seniority position for the remainder of the vacation scheduling. Any remaining days may be selected at a later date.
8. Vacations may not be changed or canceled without the Chief's permission.
9. The Chief shall have the right to cancel a vacation in extreme circumstances unless the cancellation of the vacation would cause financial hardship or personal hardship, and in such case no cancellation shall be allowed.

ARTICLE 27
EMT-I CERTIFICATION

Each firefighter participating and successfully completing the EMT-I program shall be granted hour for hour compensatory time equal to time spent in the program certification process while they are off duty. These days (minus the days that have been previously used) shall be carried by the firefighter throughout their career until they are exhausted but shall not be paid as compensation upon the firefighter's retirement and/or severance with the City of Pekin. These days may be used in accordance with section 17.4.

Any firefighter hired after May 1, 2000 shall be required to complete the Emergency Medical Technician-Intermediate certification, in the first available class, as a part of the required training. Where this certification cannot be obtained, the probation period may be extended until certification is obtained.

All employees who obtain EMT-I certification, and maintain such certification, shall be paid an annual stipend as a percent of employee's salary as specified in Article 29.

1.5%	May 1, 2016-April 30, 2018
1.75%	May 1, 2018-April 30, 2020
2%	May 1, 2020-April 30, 2021

Should the City of Pekin Fire Department determine that it is in the best interest to upgrade the Level of EMS Service, the City of Pekin and Local 524 will agree to open this article of the contract to discuss the operations pertaining to the upgrade.

ARTICLE 28
SICK LEAVE

Section 28.1 - Definitions

"Annual Sick Leave" - January 1st of each year Firefighters shall be entitled to 120 hours (5 days) sick leave. Probationary firefighters shall receive 240 hours (10 days) sick leave at date of hire. They shall also receive 120 hour (5 days) sick leave at second year anniversary date and each additional year thereafter.
ACCUMULATIVE

"Maximum Accumulative Sick Days" - The maximum amount of sick days, which may be retained by an employee shall be one hundred and five (105). However, in the event any employee has an excess of 105 sick days and then used some to the extent that he has 105 or less, he shall never be able to accumulate more than

105 sick days after such point. Any unused sick days, which an employee is unable to use because of the maximum shall be lost and the employee shall not be compensated for same.

Section 28.2 - Use of Sick Days

An employee shall use sick days in the following manner:

1. The employee shall use sick time in six (6) hour increments.
2. After the employee has exhausted his annual sick leave, he shall then be able to utilize unpaid sick days per Article 22.

Personal Time

Each employee will be allowed to utilize 36 hours of available sick leave each year for personal reasons. Said time may be taken in 6 hour increments and combined with other time off on days of the employee's choosing. No personal time may be taken on any holiday.

Section 28.3 - Accumulation of Sick Days

Firefighters may accumulate any unused sick days subject to the following limitations:

1. All current sick days are in a non-pay status.
2. The amount accumulated each year shall be as set forth in Section 28.1.
3. Notwithstanding any other provisions of this Agreement, the maximum amount to be accumulated shall be as set forth in Section 28.1

Section 28.4 – Sick Leave/Retirement Benefit

Upon retirement with immediate eligibility for retirement benefits, all accrued sick leave in accordance with Section 28.1 at the employees current rate of pay at his/her time of retirement, may be placed in a city-managed Retirement Health Savings (RHS) account to pay health insurance premiums or in-house city held account after retirement. In the event the retiree dies prior to exhausting the amount of money within that employees' Health Insurance Retirement Fund, the remaining funds shall be used for Health Insurance Benefits by the retirees' spouse and/or dependent

ARTICLE 29

WAGES

Effective May 1, 2016 the step salary for employees shall be as follows:

Firefighter Wages

	2016 2.50%	2017 2.25%	2018 2.25%	2019 2.25%	2020 2.25%
start	45,367.53	46,388.29	47,432.03	48,499.25	49,590.48
6mo	47,350.90	48,416.30	49,505.66	50,619.54	51,758.48
1yr	51,243.85	52,396.84	53,575.77	54,781.22	56,013.80
18mo	55,139.88	56,380.52	57,649.08	58,946.19	60,272.48
2yr (Base Pay)	65,027.03	66,490.13	67,986.16	69,515.85	71,079.96
3yr	65,336.58	66,806.65	68,309.80	69,846.77	71,418.32
4yr	65,649.20	67,126.31	68,636.65	70,180.97	71,760.05
5yr	65,963.88	67,448.06	68,965.64	70,517.37	72,104.01
6yr	66,274.45	67,765.63	69,290.35	70,849.38	72,443.50
7yr	66,586.05	68,084.24	69,616.13	71,182.49	72,784.10
8yr	66,898.68	68,403.90	69,942.98	71,516.70	73,125.83
9yr	67,209.25	68,721.46	70,267.69	71,848.71	73,465.31
10yr	67,519.83	69,039.02	70,592.40	72,180.73	73,804.79
11yr	67,831.43	69,357.63	70,918.18	72,513.84	74,145.40
12yr	68,145.08	69,678.34	71,246.10	72,849.14	74,488.24
13yr	68,456.68	69,996.95	71,571.88	73,182.25	74,828.85
14yr	68,768.28	70,315.56	71,897.66	73,515.36	75,169.45
15yr	69,078.85	70,633.12	72,222.37	73,847.37	75,508.94
16yr	69,390.45	70,951.74	72,548.15	74,180.48	75,849.54
17yr	69,704.10	71,272.44	72,876.07	74,515.78	76,192.39
18yr	70,016.73	71,592.10	73,202.92	74,849.99	76,534.11
19yr	70,328.33	71,910.71	73,528.70	75,183.10	76,874.72
20yr	70,638.90	72,228.28	73,853.41	75,515.11	77,214.20
21yr	70,951.53	72,547.93	74,180.26	75,849.32	77,555.93
22yr	71,264.15	72,867.59	74,507.11	76,183.52	77,897.65
23yr	71,573.70	73,184.11	74,830.75	76,514.44	78,236.02
24yr	71,884.28	73,501.67	75,155.46	76,846.46	78,575.50
25yr	72,197.93	73,822.38	75,483.38	77,181.76	78,918.35
26yr	72,510.55	74,142.04	75,810.23	77,515.96	79,260.07
27yr	72,822.15	74,460.65	76,136.01	77,849.07	79,600.68
28yr	73,134.78	74,780.31	76,462.86	78,183.28	79,942.40
29yr	73,448.43	75,101.01	76,790.79	78,518.58	80,285.25
30yr	73,760.03	75,419.63	77,116.57	78,851.69	80,625.85

	<u>Engineers Wages</u>				
	2016	2017	2018	2019	2020
	2.50%	2.25%	2.25%	2.25%	2.25%
start					
6mo					
1yr					
18mo					
2yr					
3yr					
4yr	69,153.68	70,709.63	72,300.60	73,927.36	75,590.73
5yr	69,468.35	71,031.39	72,629.59	74,263.76	75,934.69
6yr	69,782.00	71,352.10	72,957.52	74,599.06	76,277.54
7yr	70,090.53	71,667.56	73,280.08	74,928.88	76,614.78
8yr	70,404.18	71,988.27	73,608.00	75,264.19	76,957.63
9yr	70,715.78	72,306.88	73,933.78	75,597.29	77,298.23
10yr	71,027.38	72,625.49	74,259.56	75,930.40	77,638.84
11yr	71,338.98	72,944.10	74,585.34	76,263.51	77,979.44
12yr	71,650.58	73,262.71	74,911.12	76,596.62	78,320.05
13yr	71,964.23	73,583.42	75,239.05	76,931.93	78,662.89
14yr	72,274.80	73,900.98	75,563.76	77,263.94	79,002.38
15yr	72,587.43	74,220.64	75,890.61	77,598.15	79,344.10
16yr	72,899.03	74,539.25	76,216.39	77,931.25	79,684.71
17yr	73,209.60	74,856.82	76,541.09	78,263.27	80,024.19
18yr	73,525.30	75,179.62	76,871.16	78,600.76	80,369.28
19yr	73,835.88	75,497.18	77,195.87	78,932.78	80,708.76
20yr	74,146.45	75,814.75	77,520.58	79,264.79	81,048.25
21yr	74,460.10	76,135.45	77,848.50	79,600.09	81,391.09
22yr	74,770.68	76,453.02	78,173.21	79,932.11	81,730.58
23yr	75,081.25	76,770.58	78,497.92	80,264.12	82,070.06
24yr	75,391.83	77,088.14	78,822.62	80,596.13	82,409.55
25yr	75,706.50	77,409.90	79,151.62	80,932.53	82,753.51
26yr	76,008.88	77,719.07	79,467.75	81,255.78	83,084.03
27yr	76,310.23	78,027.21	79,782.82	81,577.93	83,413.43
28yr	76,612.60	78,336.38	80,098.95	81,901.18	83,743.96
29yr	76,914.98	78,645.56	80,415.09	82,224.43	84,074.48
30yr	77,216.33	78,953.69	80,730.15	82,546.58	84,403.88

Captains Wages

	2016 2.50%	2017 2.25%	2018 2.25%	2019 2.25%	2020 2.25%
start					
6mo					
1yr					
18mo					
2yr					
3yr					
4yr					
5yr	74,751.20	76,433.10	78,152.85	79,911.29	81,709.29
6yr	75,062.80	76,751.71	78,478.63	80,244.40	82,049.89
7yr	75,374.40	77,070.32	78,804.41	80,577.51	82,390.50
8yr	75,687.03	77,389.98	79,131.26	80,911.71	82,732.22
9yr	75,997.60	77,707.55	79,455.97	81,243.73	83,071.71
10yr	76,306.13	78,023.01	79,778.53	81,573.55	83,408.95
11yr	76,622.85	78,346.86	80,109.67	81,912.14	83,755.16
12yr	76,934.45	78,665.48	80,435.45	82,245.25	84,095.76
13yr	77,241.95	78,979.89	80,756.94	82,573.97	84,431.89
14yr	77,555.60	79,300.60	81,084.86	82,909.27	84,774.73
15yr	77,869.25	79,621.31	81,412.79	83,244.58	85,117.58
16yr	78,179.83	79,938.87	81,737.50	83,576.59	85,457.06
17yr	78,490.40	80,256.43	82,062.20	83,908.60	85,796.55
18yr	78,806.10	80,579.24	82,392.27	84,246.10	86,141.63
19yr	79,117.70	80,897.85	82,718.05	84,579.21	86,482.24
20yr	79,429.30	81,216.46	83,043.83	84,912.32	86,822.84
21yr	79,739.88	81,534.02	83,368.54	85,244.33	87,162.33
22yr	80,051.48	81,852.63	83,694.32	85,577.44	87,502.93
23yr	80,362.05	82,170.20	84,019.03	85,909.45	87,842.42
24yr	80,676.73	82,491.95	84,348.02	86,245.85	88,186.38
25yr	80,989.35	82,811.61	84,674.87	86,580.06	88,528.11
26yr	81,300.95	83,130.22	85,000.65	86,913.17	88,868.71
27yr	81,613.58	83,449.88	85,327.50	87,247.37	89,210.44
28yr	81,929.28	83,772.68	85,657.57	87,584.86	89,555.52
29yr	82,240.88	84,091.29	85,983.35	87,917.97	89,896.13
30yr	82,552.48	84,409.91	86,309.13	88,251.08	90,236.73

ARTICLE 30

NEW EMPLOYEES

Section 30.1 - Probationary Status

All probationary employees shall be subject to the rules of the Board of Fire and Police Commissioners. All firefighters hired after September 1, 2000 shall obtain prior to the completion of their probationary year a minimum certification of EMT-I. Any firefighter required by this section to obtain EMT-I certification by the end of the first year of employment, shall thereafter, as an absolute condition of employment, maintain said certification.

Section 30.2 - Rate of Pay

The beginning salary for a probationary employee shall be as set forth in Article 30. Notwithstanding the foregoing, probationary employees who have completed the required training prior to their employment and have received state certification as a Fire Fighter level II or Basic Operations Firefighter shall begin employment at the rate specified above at one year's pay (i.e., 12 months above the beginning salary for a probationary employee). Thereafter, such employee (subject to eligibility provisions set forth above) shall receive 6 months increases according to the salary schedule in Article 29.

Section 30.3 - Training School

All new Employees not having Firefighter II Certification shall be sent to a state certified training academy within the first year of employment, or as soon thereafter as possible. The City shall assume the cost of such training, to include overnight lodging, transportation or mileage reimbursement, and a reasonable meal allowance.

ARTICLE 31

SCHOOL PROVISION

Section 31.1 - Tuition Reimbursement

The City shall pay for school books, tuition, and necessary class materials paid for a Fire Science Technology course at the accredited university, junior college, or other similar institution of higher learning for an actively employed and regularly scheduled firefighter successfully completing a semester with a "C" average. The provisions hereof shall not be applicable to any employee eligible for disability pension or who is receiving weekly benefits under the Illinois Workmen's Compensation Act or is then using sick days and has used sick days for a consecutive period of 60 consecutive shift days. This does not prevent a firefighter from completing a currently enrolled semester. Any pursuit of degree for education beyond associates degree and reimbursement shall be in accordance with City of Pekin policy handbook.

Section 31.2 - Educational Bonus

Where the employee has successfully completed 30 semester hours in Fire Science Technology courses at an institution as described in Section 31.1 be eligible for an increase of 2% to his annual salary. Where the employee has successfully completed the courses for and received a degree in Fire Science Technology at an institution as described in Section 31.1, the employee shall be eligible for an increase of 5% to his annual salary. Such educational bonus shall not be available to new employees until the employee has successfully progressed to the base salary pursuant to Section 30.2.

ARTICLE 32 **INSURANCE**

Section 32.1 - Health Care Coverage

During 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 proposes 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. If, during the term of this Agreement, changes in the health benefit coverage or health care benefits are instituted for employees of the City covered by another bargaining agreement, the changes shall also be applied to employees covered by this Agreement, and eligible for the coverage provided herein. The City reserves the right unilaterally 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.

Section 32.2 - Health Care Cost

During the term of this agreement, the City of Pekin shall make available health care benefits to regular, full time employees and their eligible dependents as provided in the Group Health Care Plan as attached as Appendix A.

The parties shall establish a joint Health Insurance Committee consisting of the City and the Union, and any other interested employee representatives that agree to participate. In the event committee members cannot agree to proposed changes in the existing group health plan, the City may institute changes, so long as the benefits remain substantially the same. Claims for individual benefits remain substantially the same. 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 Union agrees to contribute to the cost of the monthly premium for such health insurance benefits, as follows:

May 1, 2016-April 30, 2018	10% of city premium
May 1, 2018-April 30, 2020	11% of city premium
May 1, 2020-April 30, 2021	12% of city premium

Section 32.3 – Health Insurance Committee

The health insurance committee shall be constituted and function as follows:

1. Committee set up of three (3) bargaining units and City of Pekin.
2. Committee consisting of two (2) active from each bargaining unit, and two (2) active from the unrepresented and one appointment from the City Manager.
3. Each party having signed the agreement shall have veto power over any and all proposals put forth by the committee.
4. Changes agreed to by the committee shall be binding on all parties.

Section 32.4 Compliance with Law

The employer will otherwise make available to eligible retirees medical insurance as required by law, and shall pay fifty percent (50%) of the premiums for the same. Individuals who have retired from the city, or who retire after the signing of this agreement, may elect to continue to participate in the city health insurance plan where they have such right under the Illinois Insurance or Pension Codes.

ARTICLE 33

TEMPORARY UPGRADE

Any person covered by this agreement who works for an officer above his/her regular assigned classification shall be paid one half hours (1/2) pay for twelve (12) hours worked and (1) hours pay for said time above 12 hours worked. It is further understood that trades between ranks shall not entitle personnel to upgrade pay as provided in the article. It is further understood that personnel will not be moved to eliminate an upgrade and an upgrade will not be paid if the total number of captains and drivers for that shift are on duty as per applicable ordinance and/or policy.

If a Firefighter at Station #1 is required to drive any apparatus in an emergency situation, that person will be entitled to upgrade as stated above.

Upgrades shall be determined by seniority in rank of the personnel working at the station where the upgrade occurs. No upgrades will occur for a newly promoted member for six (6) months following a promotion, unless necessary to prevent overtime. Upgrades outside of the bargaining unit shall be on a rotation basis.

ARTICLE 34

NOTICES

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

CITY

City Manager, City of Pekin
City Hall, 111 S. Capitol
Pekin, Illinois 61554

UNION

Pekin Fire Fighters Local 524
P.O. Box 93
Pekin, Illinois 61555-0093

In furtherance of the notice required referred to above, the sworn firefighters 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 35

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 rendered or declared unlawful, invalid or unenforceable.

ARTICLE 36

ENTIRE AGREEMENT

This Agreement constitutes the complete agreement between parties, and concludes collective bargaining between the parties. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by

law or ordinance from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union for the duration of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter expressly covered in this Agreement except that: (1) the Union shall have the right to effects bargaining as provided in the Illinois Public Labor Relations Act (ILPRA), and the City shall have the right to temporarily implement management decisions pending final resolution of any Agreement; and (2) The Union shall have the right to decisional bargaining as provided in the ILRPA prior to the implementation of any change in any benefit, term or condition of employment not expressly covered by the terms of this Agreement that constitutes a mandatory subject of bargaining.

ARTICLE 37

MUTUAL AID

The City shall attempt to use commissioned members of the Pekin Fire Department for response to emergencies within the City of Pekin and covered fire protection districts where practical to do so, provided this shall not limit Officers in command of the emergency from utilizing mutual aid from other Fire Departments where they determine such assistance necessary or appropriate. The City shall retain the authority to enter into mutual aid agreements, as it deems appropriate.

ARTICLE 38

RESIDENCY

Fire Department employees shall become and remain residents within a twenty (20) mile radius with the starting point of the radius being 14th St. and Broadway.

Fifty percent of the Fire Department employees shall remain residents within a ten (10) mile radius with the starting point of the radius being 14th St. and Broadway. If/when 40% of the Fire Department employees live outside the ten (10) mile radius, the Union may request that the Union and the City open this article of the contract to adjust the percent threshold that have to live within the ten (10) mile radius, should the union want to open this section.

All employees shall establish residency within said boundaries within 18 months of employment. The Chief may extend the time on a case-by-case basis.

ARTICLE 39

NFPA 1710

The City of Pekin and Pekin Firefighters Local 524 will continue to meet and work towards implementation of NFPA 1710.

ARTICLE 40

40 HOUR FIREFIGHTERS

Section 40.1 Coverage and Purpose

These provisions shall apply to firefighters who are assigned to work a 40 hour week as their normal assignment and shall be classified as non-suppression firefighters. Any section not specifically covered in this article shall be applied under the “regular” agreement.

Section 40.2 Overtime

Any hours worked beyond a normal shift, being eight or ten (8/10) consecutive hours per day, shall be paid at the rate of time and one-half the hourly rate.

Section 40.3 Sick days

Provision of Article 28 shall apply except as modified herein:

1. Annual sick leave is ten days per calendar year.
2. The maximum accumulative sick days is 230.

Section 40.4 Sick leave bonus

Refer to Section 28.4 and Section 28.5 of this agreement.

Section 40.5 Personal days

Two personal days per each 12 (twelve) month period shall be allowed.

Section 40.6 Bereavement

Three days shall be allowed for any and all persons allowed under the appropriate section in the “regular” agreement.

Section 40.7 Injury leave off duty

An employee injured off duty or suffering from a long-term illness shall not be entitled to any benefits not provided for in this agreement. An employee shall be entitled to be off for a period of two hundred seventy (270) days, for eight (8) hour a day employees, or two hundred-sixteen (216) days for ten (10) hour a day

employees, accumulative scheduled work hours in any two-year period. If an employee has accumulated leave time greater than the respective above mentioned hours he/she may be off duty for such injury or illness to the extent of such accumulated leave time. Once such sick days and other accumulated leave have been used, the employee may continue to be off the job in a non-pay status. If at the expiration of the above mentioned respective hours the employee is still unable to return to work, they will lose all seniority rights and their rights to reinstatement would be solely as provided by state statute. In such case, in the event they are re-employed, they would start as a Probationary Firefighter and it is understood that they would have lost seniority they may have previously earned.

Section 40.8 Wages

40 hour employees shall receive same wages as line personnel according to rank with a 5.26% adjustment added.

Hourly rate will be computed from above wage divided by 2080 hours.

Section 40.9 Vacations

Vacations shall be allowed as equally comparable to the "regular" agreement vacations shall be scheduled in cooperation with the Chief and/or his designee.

Section 40.10 Holidays

No holiday pay shall be paid unless worked. Employees shall have the option to work four (4) mutually agreed upon Holidays annually.

ARTICLE 41

TRADES

The Pekin Fire Department will continue to utilize the Aladtec Fire Manager system for all trades. In the event of termination or failure of the Aladtec Fire Manager system then the City and Union mutually agree to revert to the old trade system (paper) until a new system is established. The Union and City mutually agree to continue to follow the common practice for trades.

ARTICLE 42

PHYSICAL INCENTIVE PROGRAM

The Fire Chief shall retain the option to implement a Physical Fitness incentive program to improve the health and/or fitness of employees. Any incentive program adopted shall not require employees to participate. Prior to implementing an incentive program, the Fire Chief shall notify the officers of Local 524 of the program, and upon request, shall meet with representatives of Local 524 to discuss the program and any suggestions they have concerning it, prior to implementing the program.

ARTICLE 43

MINIMUM MANNING

The City and Local 524 hereby agree that, where the regularly scheduled firefighters for normal duty on any day, or portion thereof greater than one (1) hour, falls below twelve (12) firefighters (including Drivers and Captains), the employer shall hireback to maintain at least twelve (12) firefighters on duty during the shift day, or portion thereof greater than one hour shall be required to pay employees on hirebacks at the rate of one and one half (1.5x) times the normal hourly rate of pay. The employer's obligation to maintaining twelve (12) firefighters on duty shall extend until the City Manager and/or Fire Chief request further meetings in regards to staffing levels. Persons assigned to office duties shall not be counted as one of the twelve (12) firefighters on duty.

ARTICLE 44

DUES CHECK OFF

All members of Local 524 shall be allowed to participate in the dues check off program, and the City agrees to withhold the specified amount from each participants pay upon each pay period. The local shall provide proof of participation in the form of a signed card.

ARTICLE 45

AMBULANCE

In the event an ambulance service is started by the City of Pekin both parties agree to mutually open this article of the contract to discuss operations.

ARTICLE 46

DURATION

Section 46.1

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

Section 46.2 - Term of Agreement

This Agreement shall be effective from May 1, 2016 and shall remain in full force and effect until April 30, 2021. It shall continue in effect from year to year thereafter unless notice of intent to terminate or modify 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 written date of receipt.

Section 46.3 - Continuing Effect

Where either party gives Notice pursuant to 46.2 above, the parties shall continue to observe the wages, hours, and other conditions of employment established herein in accordance with Section 1614(1) of the Illinois Public Labor Relations Act.

Section 46.4 - Mutual Modification

It shall be understood that the provisions of this Agreement may be modified at any time upon mutual agreement of the parties, provided that all such modifications shall be in writing and signed by authorized representatives of each party to be binding.

CITY OF PEKIN

By _____
John McCabe, Mayor

Date: _____

By _____
Sarah Newcomb, Interim City Manager

By _____
Kurt Nelson, Fire Chief

Attest:

Sue McMillan, City Clerk

Date: _____

PEKIN FIREFIGHTERS LOCAL#524

By _____
Tom Veatch, President

Date: _____

By _____
Craig Zukowski, Vice President

By _____
Todd Carroll, Secretary

APPENDIX A

Fire Department Promotion Act

(50 ILCS 742/1)

Sec. 1. Short title. This Act may be cited as the Fire Department Promotion Act. (Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/5)

Sec. 5. Definitions In this Act:

"Affected department" or "department" means a full-time municipal fire department that is subject to a collective bargaining agreement or the fire department operated by a full-time fire protection district. The terms do not include fire departments operated by the State, a university, or a municipality with a population over 1,000,000 or any unit of local government other than a municipality or fire protection district. The terms also do not include a combined department that was providing both police and firefighting services on January 1, 2002.

"Appointing authority" means the Board of Fire and Police Commissioners, Board of Fire Commissioners, Civil Service Commissioners, Superintendent or Department Head, Fire Protection District Board of Trustees, or other entity having the authority to administer and grant promotions in an affected department.

"Promotion" means any appointment or advancement to a rank within the affected department (1) for which an examination was required before January 1, 2002; (2) that is included within a bargaining unit; or (3) that is the next rank immediately above the highest rank included within a bargaining unit, provided such rank is not the only rank between the Fire Chief and the highest rank included within the bargaining unit, or is a rank otherwise excepted under item (i), (ii), (iii), (iv), or (v) of this definition. "Promotion" does not include appointments (i) that are for fewer than 180 days; (ii) to the positions of Superintendent, Chief, or other chief executive officer; (iii) to an exclusively administrative or executive rank for which an examination is not required; (iv) to a rank that was exempted by a home rule municipality prior to January 1, 2002, provided that after the effective date of this Act no home rule municipality may exempt any future or existing ranks from the provisions of this Act; or (v) to an administrative rank immediately below the Superintendent, Chief, or other chief executive officer of an affected department, provided such rank shall not be held by more than 2 persons and there is a promoted rank immediately below it. Notwithstanding the exceptions to the definition of "promotion" set forth in items (i), (ii), (iii), (iv), and (v)

of this definition, promotions shall include any appointments to ranks covered by the terms of a collective bargaining agreement in effect on the effective date of this Act.

"Preliminary promotion list" means the rank order of eligible candidates established in accordance with subsection (b) of Section 20 prior to applicable veteran's preference points. A person on the preliminary promotion list who is eligible for veteran's preference under the laws and agreements applicable to the appointing authority may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated in accordance with Section 55 and applied as an addition to the person's total point score on the examination. The appointing authority shall make adjustments to the preliminary promotion list based on any veteran's preference claimed and the final adjusted promotion list shall then be posted by the appointing authority.

"Rank" means any position within the chain of command of a fire department to which employees are regularly assigned to perform duties related to providing fire suppression, fire prevention, or emergency services.

"Final adjusted promotion list" means the promotion list for the position that is in effect on the date the position is created or the vacancy occurs. If there is no final adjusted promotion list in effect for that position on that date, or if all persons on the current final adjusted promotion list for that position refuse the promotion, the affected department shall not make a permanent promotion until a new final adjusted promotion list has been prepared in accordance with this Act, but may make a temporary appointment to fill the vacancy. Temporary appointments shall not exceed 180 days.

Each component of the promotional test shall be scored on a scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the component on the test and the scores of all components shall be added to produce a total score based on a scale of 100 points.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/10)

Sec. 10. Applicability.

(a) This Act shall apply to all positions in an affected department, except those specifically excluded in items (i), (ii), (iii), (iv), and (v) of the definition of "promotion" in Section 5 unless such positions are covered by a collective bargaining agreement in force on the effective date of this Act. Existing promotion lists shall continue to be valid until their expiration dates, or up to a maximum of 3 years after the effective date of this Act.

(b) Notwithstanding any statute, ordinance, rule, or other laws to the contrary, all promotions in an affected department to which this Act applies shall be administered in the manner provided for in this Act. Provisions of the Illinois Municipal Code, the Fire Protection District Act, municipal ordinances, or rules adopted pursuant to such authority and other laws relating to promotions in affected departments shall continue to apply to the extent they are compatible with this Act, but in the event of conflict between this Act and any other law, this Act shall control.

(c) A home rule or non-home rule municipality may not administer its fire department promotion process in a manner that is inconsistent with this Act. This Section is a limitation under subsection (i) of Section 6 of Article VII of the Illinois Constitution on the concurrent exercise by home rule units of the powers and functions exercised by the State.

(d) This Act is intended to serve as a minimum standard and shall be construed to authorize and not to limit:

(1) An appointing authority from establishing different or supplemental promotional criteria or components, provided that the criteria are job-related and applied uniformly.

(2) The right of an exclusive bargaining representative to require an employer to negotiate clauses within a collective bargaining agreement relating to conditions, criteria, or procedures for the promotion of employees to ranks, as defined in Section 5, covered by this Act.

(3) The negotiation by an employer and an exclusive bargaining representative of provisions within a collective bargaining agreement to achieve affirmative action objectives, provided that such clauses are consistent with applicable law.

(e) Local authorities and exclusive bargaining agents affected by this Act may agree to waive one or more of its provisions and bargain on the contents of those provisions, provided that any such waivers shall be considered permissive subjects of bargaining.

(Source: P.A. 93-411, eff. 8-4-03; 94-809, eff. 5-26-06.)

(50 ILCS 742/15)

Sec. 15. Promotion process.

(a) For the purpose of granting promotion to any rank to which this Act applies, the appointing authority shall from time to time, as necessary, administer a promotion process in accordance with this Act.

(b) Eligibility requirements to participate in the promotional process may include a minimum requirement as to the length of employment, education, training, and certification in subjects and skills related to fire fighting. After the effective date of this Act, any such eligibility requirements shall be published at least one year prior to the date of the beginning of the promotional process and all members of the affected department shall be given an equal opportunity to meet those eligibility requirements.

(c) All aspects of the promotion process shall be equally accessible to all eligible employees of the department. Every component of the testing and evaluation procedures shall be published to all eligible candidates when the announcement of promotional testing is made. The scores for each component of the testing and evaluation procedures shall be disclosed to each candidate as soon as practicable after the component is completed.

(d) The appointing authority shall provide a separate promotional examination for each rank that is filled by promotion. All examinations for promotion shall be competitive among the members of the next lower rank who meet the established eligibility requirements and desire to submit themselves to examination. The appointing authority may employ consultants to design and administer promotion examinations or may adopt any job-related examinations or study materials that may become available, so long as they comply with the requirements of this Act.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/20)

Sec. 20. Promotion lists.

(a) For the purpose of granting a promotion to any rank to which this Act applies, the appointing authority shall from time to time, as necessary, prepare a preliminary promotion list in accordance with this Act. The preliminary promotion list shall be distributed, posted, or otherwise made conveniently available by the appointing authority to all members of the department.

(b) A person's position on the preliminary promotion list shall be determined by a combination of factors which may include any of the following: (i) the person's score on the written examination for that rank, determined in accordance with Section 35; (ii) the person's seniority within the department, determined in accordance with Section 40; (iii) the person's ascertained merit, determined in accordance with Section 45; and (iv) the person's score on the subjective evaluation, determined in accordance with Section 50.

Candidates shall be ranked on the list in rank order based on the highest to the lowest total points scored on all of the components of the test. Promotional components, as defined herein, shall be determined and administered in accordance with the referenced Section, unless otherwise modified or agreed to as provided by paragraph (1) or (2) of subsection (d) of Section 10. The use of physical criteria, including but not limited to fitness testing, agility testing, and medical evaluations, is specifically barred from the promotion process.

(c) A person on the preliminary promotion list who is eligible for a veteran's preference under the laws and agreements applicable to the department may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated as provided under Section 55 and added to the total score achieved by the candidate on the test. The appointing authority shall then make adjustments to the rank order of the preliminary promotion list based on any veteran's preferences awarded. The final adjusted promotion list shall then be distributed, posted, or otherwise made conveniently available by the appointing authority to all members of the department.

(d) Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list. If the highest ranking person is passed over, the appointing authority shall document its reasons for its decision to select the next highest ranking person on the list. Unless the reasons for passing over the highest ranking person are not remediable, no person who is the highest ranking person on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the

selection of the first or second highest-ranking person shall be subject to resolution in accordance with any grievance procedure in effect covering the employee.

A vacancy shall be deemed to occur in a position on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all ranks inferior to that rank, provided that the position or positions continue to be funded and authorized by the corporate authorities. If a vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period up to 5 years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

Any candidate may refuse a promotion once without losing his or her position on the final adjusted promotion list. Any candidate who refuses promotion a second time shall be removed from the final adjusted promotion list, provided that such action shall not prejudice a person's opportunities to participate in future promotion examinations.

(e) A final adjusted promotion list shall remain valid and unaltered for a period of not less than 2 nor more than 3 years after the date of the initial posting. Integrated lists are prohibited and when a list expires it shall be void, except as provided in subsection (d) of this Section. If a promotion list is not in effect, a successor list shall be prepared and distributed within 180 days after a vacancy, as defined in subsection (d) of this Section.

(f) This Section 20 does not apply to the initial hiring list.

(Source: P.A. 95-956, eff. 8-29-08.)

(50 ILCS 742/25)

Sec. 25. Monitoring.

(a) All aspects of the promotion process, including without limitation the administration, scoring, and posting of scores for the written examination and subjective evaluation and the determination and posting of seniority and ascertained merit scores, shall be subject to monitoring and review in accordance with this Section and Sections 30 and 50.

(b) Two impartial persons who are not members of the affected department shall be selected to act as observers by the exclusive bargaining agent. The appointing authorities may also select 2 additional impartial observers.

(c) The observers monitoring the promotion process are authorized to be present and observe when any component of the test is administered or scored. Except as otherwise agreed to in a collective bargaining agreement, observers may not interfere with the promotion process, but shall promptly report any observed or suspected violation of the requirements of this Act or an applicable collective bargaining agreement to the appointing authority and all other affected parties.

(d) The provisions of this Section do not apply to the extent that they are inconsistent with provisions otherwise agreed to in a collective bargaining agreement.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/30)

Sec. 30. Promotion examination components.

Promotion examinations that include components consisting of written examinations, seniority points, ascertained merit, or subjective evaluations shall be administered as provided in Sections 35, 40, 45 and 50. The weight, if any, that is given to any component included in a test may be set at the discretion of the appointing authority provided that such weight shall be subject to modification by the terms of any collective bargaining agreement in effect on the effective date of this Act or thereafter by negotiations between the employer and an exclusive bargaining representative. If the appointing authority establishes a minimum passing score, such score shall be announced prior to the date of the promotion process and it must be an aggregate of all components of the testing process. All candidates shall be allowed to participate in all components of the testing process irrespective of their score on any one component. The provisions of this Section do not apply to the extent that they are inconsistent with provisions otherwise agreed to in a collective bargaining agreement.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/35)

Sec. 35. Written examinations.

(a) The appointing authority may not condition eligibility to take the written examination on the candidate's score on any of the previous components of the examination. The written examination for a particular rank shall consist of matters relating to the duties regularly performed by persons holding that rank within the department. The examination shall be based only on the contents of written materials that the appointing authority has identified and made readily available to potential examinees at least 90 days before the examination is administered. The test questions and material must be pertinent to the particular rank for which the examination is being given. The written examination shall be administered after the determination and posting of the seniority list, ascertained merit points, and subjective evaluation scores. The written examination shall be administered, the test materials opened, and the results scored and tabulated.

(b) Written examinations shall be graded at the examination site on the day of the examination immediately upon completion of the test in front of the observers if such observers are appointed under Section 25, or if the tests are graded offsite by a bona fide testing agency, the observers shall witness the sealing and the shipping of the tests for grading and the subsequent opening of the scores upon the return from the testing agency. Every examinee shall have the right (i) to obtain his or her score on the examination on the day of the examination or upon the day of its return from the testing agency (or the appointing authority shall require the testing agency to mail the individual scores to any address submitted by the candidates on the day of the examination); and (ii) to review the answers to the examination that the examiners consider correct. The appointing authority may hold a review session after the examination for the purpose of gathering feedback on the examination from the candidates.

(c) Sample written examinations may be examined by the appointing authority and members of the department, but no person in the department or the appointing authority (including the Chief, Civil Service Commissioners, Board of Fire and Police Commissioners, Board of Fire Commissioners, or Fire Protection District Board of Trustees and other appointed or elected officials) may see or examine the specific questions on the actual written examination before the examination is administered. If a sample examination is used, actual test questions shall not be included. It is a violation of this Act for any member of the department or the appointing authority to obtain or divulge foreknowledge of the contents of the written examination before it is administered.

(d) Each department shall maintain reading and study materials for its current written examination and the reading list for the last 2 written examinations or for a period of 5 years, whichever is less, for each rank and shall make these materials available and accessible at each duty station.

(e) The provisions of this Section do not apply to the extent that they are in conflict with provisions otherwise agreed to in a collective bargaining agreement.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/40)

Sec. 40. Seniority points.

(a) Seniority points shall be based only upon service with the affected department and shall be calculated as of the date of the written examination. The weight of this component and its computation shall be determined by the appointing authority or through a collective bargaining agreement.

(b) A seniority list shall be posted before the written examination is given and before the preliminary promotion list is compiled. The seniority list shall include the seniority date, any breaks in service, the total number of eligible years, and the number of seniority points.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/45)

Sec. 45. Ascertained merit.

(a) The promotion test may include points for ascertained merit. Ascertained merit points may be awarded for education, training, and certification in subjects and skills related to the fire service. The basis for granting ascertained merit points, after the effective date of this Act, shall be published at least one year prior to the date ascertained merit points are awarded and all persons eligible to compete for promotion shall be given an equal opportunity to obtain ascertained merit points unless otherwise agreed to in a collective bargaining agreement.

(b) Total points awarded for ascertained merit shall be posted before the written examination is administered and before the promotion list is compiled.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/50)

Sec. 50. Subjective evaluation.

(a) A promotion test may include subjective evaluation components. Subjective evaluations may include an oral interview, tactical evaluation, performance evaluation, or other component based on subjective evaluation of the examinee. The methods used for subjective evaluations may include using any employee assessment centers, evaluation systems, chief's points, or other methods.

(b) Any subjective component shall be identified to all candidates prior to its application, be job-related, and be applied uniformly to all candidates. Every examinee shall have the right to documentation of his or her score on the subjective component upon the completion of the subjective examination component or its application. A designated representative of the contracting union party shall be notified and be entitled to be present to monitor any preliminary meeting between certified assessors or representatives of a testing agency and representatives of the appointing authority held prior to the administration of the test to candidates for promotion.

(c) Where chief's points or other subjective methods are employed that are not amenable to monitoring, monitors shall not be required, but any disputes as to the results of such methods shall be subject to resolution in accordance with any collectively bargained grievance procedure in effect at the time of the test.

(d) Where performance evaluations are used as a basis for promotions, they shall be given annually and made readily available to each candidate for review and they shall include any disagreement or documentation the employee provides to refute or contest the evaluation. These annual evaluations are not subject to grievance procedures, unless used for points in the promotion process.

(e) Total points awarded for subjective components shall be posted before the written examination is administered and before the promotion list is compiled.

(f) Persons selected to grade candidates for promotion during an assessment center process shall be impartial professionals who have undergone training to be certified assessors. The training and certification requirements shall, at a minimum, provide that, to obtain and maintain certification, assessors shall complete a course of basic training, subscribe to a code of ethical conduct, complete continuing education, and satisfy minimum activity levels.

(g) The standards for certification shall be established by a Joint Labor and Management Committee (JLMC) composed of 4 members: 2 designated by a statewide association whose membership is predominantly fire chiefs representing management interests of the Illinois fire service, and 2 designated by a statewide labor organization that is a representative of sworn or commissioned firefighters in Illinois. Members may serve terms of one year subject to reappointment.

For the purposes of this Section, the term "statewide labor organization" has the meaning ascribed to it in Section 10-3-12 of the Illinois Municipal Code.

In developing certification standards the JLMC may seek the advice and counsel of professionals and experts and may appoint an advisory committee.

The JLMC's initial certification standards shall be submitted to the Office of the State Fire Marshal by January 1, 2009. The JLMC may provisionally certify persons who have prior experience as assessors on promotional examinations in the fire service. Effective January 1, 2010 only those persons who meet the certification standards developed by the JLMC and submitted to the Office of the State Fire Marshal may be selected to grade candidates on a subjective component of a promotional examination conducted under the authority of this Act; provided this requirement shall be waived for persons employed or appointed by the jurisdiction administering the examination.

The JLMC shall annually: issue public notice offering persons who are interested in qualifying as certified assessors the opportunity to enroll in training; and submit to the Office of the State Fire Marshal an amended list of persons who remain certified, are newly certified, or who are no longer certified.

(h) The Office of the State Fire Marshal shall support the program by adopting certification standards based on those submitted by the JLMC and by establishing a roster of certified assessors composed of persons certified by the JLMC.

If the parties have not agreed to contract with a particular testing company to provide certified assessors, either party may request the Office to provide the names of certified assessors. Within 7 days after receiving a request from either party for a list of certified assessors, the Office shall select at random from the roster of certified assessors a panel numbering not less than 2 times the number of assessors required. The parties shall augment the number by a factor of 50% by designating assessors who may serve as alternates to the primary assessors.

The parties shall select assessors from the list or lists provided by the Office or from the panel obtained by the testing company as provided above. Within 7 days following the receipt of the list, the parties shall notify the Office of the assessors they have selected. Unless the parties agree on an alternate selection procedure, they shall alternatively strike names from the list provided by the Office until only the number of required assessors remain. A coin toss shall determine which party strikes the first name. If the parties fail to notify the Office in a timely manner of their selection of assessors, the Office shall appoint the assessors required from the roster of certified assessors. In the event an assessor is not able to participate in the assessment center process for which he was selected, either of the parties involved in the promotion process may request that additional names of certified assessors be provided by the Office.

(Source: P.A. 95-956, eff. 8-29-08.)

(50 ILCS 742/55)

Sec. 55. Veterans' preference.

A person on a preliminary promotion list who is eligible for veteran's preference under any law or agreement applicable to an affected department may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The veteran's preference shall be calculated as provided in the applicable law and added to the applicant's total score on the preliminary promotion list. Any person who has received a promotion from a promotion list on which his or her position was adjusted for veteran's preference, under this Act or any other law, shall not be eligible for any subsequent veteran's preference under this Act.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/60)

Sec. 60. Right to review.

Any affected person or party who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list, or veteran's preference shall be entitled to a review of the matter by the appointing authority or as otherwise provided by law.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/65)

Sec. 65. Violations.

(a) A person who knowingly divulges or receives test questions or answers before a written examination, or otherwise knowingly violates or subverts any requirement of this Act commits a violation of this Act and may be subject to charges for official misconduct.

(b) A person who is the knowing recipient of test information in advance of the examination shall be disqualified from the promotion examination or demoted from the rank to which he was promoted, as applicable and otherwise subjected to disciplinary actions.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/900)

Sec. 900. (Amendatory provisions; text omitted).

(Source: P.A. 93-411, eff. 8-4-03; text omitted.)

(50 ILCS 742/999)

Sec. 999. Effective date. This Act takes effect upon becoming law.

(Source: P.A. 93-411, eff. 8-4-03.)

APPENDIX B
Ascertained Merit

<u>Course</u>	<u>Hrs.</u>	<u>Pts.</u>
#Bachelors Degree in (F.S.)	2000	20
#75% to Bachelors (in F.S.)	1000	15
#Associates Degree (in F.S.)	1000	10
#30 Hrs. (in F.S.) (if no Assoc. Degree)	500	5
Firefighter III/Advanced Technician FF		2.5
Haz/Mat Operations	40	1
Fire Apparatus Engineer	40	1
Instructor I	40	1
Fire Officer I (or provisional)	160	4
Prevention I		
Tactics I		
Management I		
Management II		
Instructor II	40	1
Fire Officer II (or provisional)	120	3
Management III		
Management IV		
Tactics II		
Hazardous Materials Tech. A	40	1
Hazardous Materials Tech. B	40	1
Technical Rescue Awareness	8	.2
Roadway Specialist	40	1
Roadway Extrication Specialist	40	1
Vehicle Machinery Operations	40	1
Structural Collapse Operations	40	1
Structural Collapse Technician	40	1
Trench Rescue Operations	20	.5
Trench Rescue Technician	40	1
Rope Rescue Operations	40	1
Rope Rescue Technician	80	2
Vertical Operations	40	1
Vertical Operations II	40	1
Vertical Operations III	40	1
Confined Space Operations	40	1
Confined Space Technician		
Hazardous Materials IC	8	.2
Fire/Arson Investigator	120	3
Fire Prevention Officer	120	3
Juvenile Fire setter Intervention Spec.	16	.4
Fire Inspector II/Plan Examiner	120	3
<u>Course</u>	<u>Hrs.</u>	<u>Pts.</u>

Fire Inspector III/ Plan Examiner	120	3
Training Program Manager	40	1
*EMT-I	560	5
*EMT-B	120	2.5
ACLS	16	.4
CPR instructor	16	.4
Lead Instructor	40	1
NALS	16	.4
PALS/PEPP	16	.4

Any Illinois State Fire Marshall Course Certificate not on this list shall be allowed, using the 1pt. per 40 hours factoring ratio.

Degrees cannot be compounded; you will only receive the points earned for the level of degree you are at.

* Certifications cannot be compounded; you will only receive the points earned for your certification level.

It is the responsibility of the individual candidate to prove the appropriate course that they are applying for as ascertained merit points. Proof of the certifications must be submitted to the Fire Chief or their designee at least 2 weeks prior to the written exam. The selection of individuals attending classes shall be strictly non-biased, but be based upon budgetary parameters.

Agreement regarding Appendix B

Both parties agree to discuss and implement new ascertained merit schedule (appendix B) in accordance with promotions act immediately following the next promotions exam after implementation of this collective bargaining agreement.