Agreement Between

City of Pekin

And

Pekin Police Benevolent

Labor Committee

May 1, 2026 – April 30, 2030

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Article 1 – Preamble

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

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

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

Article 2 – Recognition

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

Probationary employees are covered by this Agreement except for Article 13, Discipline and Discharge, and Article 31, Days Off/Shift Selection and Transfer.

Article 3 – Non-Discrimination

Section 3.1 – Equal Employment Opportunity

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

Section 3.2 – Non-Discrimination

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

Section 3.3 – Gender

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

Section 3.4 – Drug Free Workplace

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

Article 4 – Mutual Cooperation

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

Article 5 – Lodge Presentation at Orientation

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

Article 6 – Dues Deduction and Fair Share

(See Appendix A)

Section 6.1 – Fraternal Lodge Pekin Police Officers Association Dues Deduction

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

Section 6.2 – Policemen's Benevolent Labor Committee Dues Deduction

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

The Employer may cease deducting dues for any Officer who notifies Employer that they no longer consent to the withholding of dues within thirty (30) days of such notice. Employer shall provide notice to the Union within seven (7) days of receiving such notice.

Section 6.3 – Indemnification

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

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

Article 7 – Management Rights

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

a. To determine the organization and operations of the Police Department;
b. To determine and charge the purpose, composition and function of each of its constituent departments and subdivisions;
c. To set standards for services to be offered to the public;
d. To direct the Officers of the Police Department, including the right to assign work and overtime;
e. To hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule Officers except as otherwise provided for by the Board of Fire and Police Commissioners;
f. To increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or other proper reasons;
g. To contract out work when essential in the exercise of non-police power;
h. To establish work schedules and the number of hours to be worked, subject to the provisions of Articles 17 and 31.
i. To establish, modify, combine or abolish job positions and classifications;
j. To add, delete or alter methods of operation, equipment or facilities;
k. To determine the locations, methods, means and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased;
l. To establish, implement and maintain an effective internal control program;
m. To suspend, demote, discharge or take other disciplinary action against Officers for just cause (according to established rules and regulations) except as otherwise provided for by the Board of Fire and Police Commissioners.
n. To add, delete or alter policies, procedures and regulations.

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

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

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

Article 8 – No Strike - No Lockout

Section 8.1 – No Strike Commitment

Neither the Union nor any employee will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. Neither the Union nor any employee shall refuse to cross any picket line, by whomever established.

Section 8.2 – Resumption of Operations

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

Section 8.3 – No Lockout

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

Article 9 – Impasse Resolution

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

Article 10 – Bill of Rights

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

Article 11 – Drugs and Alcohol

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

Section 11.1 – Provisions for Alcohol

If two supervisors have just cause to believe an Officer has been consuming alcohol prior to reporting for duty and at said time has alcohol in his blood, or two (2) supervisors have just cause to believe an Officer has been consuming alcohol on duty, then the following procedure will apply:

a. On the first such occasion the Officer shall submit to a PBT (portable breath test) and be sent home for the day if their BRAC is over .000. The Officer shall use any vacation, personal, or compensatory time they have for said day. If they do not have any vacation, personal, or

compensatory time, then they shall owe the next accrued vacation, personal, or compensatory time earned for the amount used.

b. On the second such occasion the Officer shall be required to take a breathalyzer (or lntoxilyzer) test. If the results show a blood alcohol content over .000%, they shall be sent home for the day without pay. The Officer shall use any compensation time they have for said day. If they do not have any compensation time, then they shall owe the next compensation time earned for the amount used. The Chief of Police, or designee, shall meet with the Officer at their earliest convenience to determine if the Officer has an alcohol abuse problem or if the Officer's condition was the result of bad judgment. If it is determined the Officer's condition was due to bad judgment, then the Chief of Police may take such disciplinary action as they deem fit subject to the laws of the State of Illinois and the rules and procedures of the Board of Fire and Police Commissioners. If it is determined by the Officer's own admission that the Officer has an alcohol abuse problem, the Chief of Police shall confidentially advise the Officer to seek assistance through an established Employee Assistance Program. Then, if an Officer elects to enroll in an Employee Assistance Program the procedures set forth in 11.l(c) shall apply. No further disciplinary action shall be taken except as prescribed in 11.1(c).
c. Any Officer, who by their own admission, is determined to have an alcohol abuse problem, shall be granted leave without pay to seek assistance through an established Employee Assistance Program. The Officer shall be able to use any compensation time, vacation, or sick leave as the Officer may have accumulated in order to participate in such a program. Successful completion of an alcohol abuse rehabilitation program within one year is required. Failure to successfully complete such a program within one year shall be the basis for dismissal.
d. Any Officer, who admits they have an alcohol abuse problem or is on duty having a blood alcohol content over .000% and refuses to seek rehabilitation through an employee assistance program, is subject to disciplinary action by the Chief of Police as he deems fit according to the laws of the State of Illinois and the rules and procedures of the Board of Fire and Police Commissioners.
e. An Officer, who has completed an alcohol rehabilitation program within one year, and who has been deemed suitable to return to work by a licensed physician or counselor, shall return to work without loss of seniority or any other benefits held at the time leave was granted.
f. For any subsequent occurrences, the procedures set forth in 11.1 (b) shall apply except when the Officer has already sought rehabilitation through an Employee Assistance Program. In such a case, the Officer is not entitled to leave to again participate in such a program. The Chief of Police in such a case may take disciplinarily action as they deem fit subject to the laws of the State of Illinois and the rules and procedures of the Board of Fire and Police Commissioners.
g. The above procedures Section 11.1 shall not apply in the event an Officer is called to duty and they were not otherwise on call

Section 11.2 – Provisions for Drugs

If two (2) supervisors have just cause to believe an Officer on duty or on call is under the influence of non-prescription drugs, then the following procedure shall apply:

a. On the first such occasion the Officer shall be required to submit to a test(s) to determine the presence of non-prescription drugs. Such test(s) shall be administered according to Section 11.3 of this Article. The cost of any and all test(s) submitted by the employer shall be borne by the

Employer. The cost of any and all test(s) requested by the Officer shall be borne by the Officer. Following the completion of the test(s) required by the Employer, the Officer shall be sent home for the day without pay. The Officer shall use any compensation time they have for said day. If they do not have any compensation time, then they shall owe the next compensation time earned for the amount used. Failure to complete all test(s) required by the employer shall result in disciplinary action as deemed appropriate by the Chief of Police subject to the laws of the State of Illinois arid the rules and procedures of the Board of Fire and Police Commissioners.

b. If the test(s) results of the Officer are negative, no further action against the Officer shall be taken and all compensation time used by the Officer during such investigation shall be restored. Also, any expense to the Officer resulting from a second drug test(s) shall be reimbursed to the Officer by the Employer.
c. If the test(s) results of the Officer are positive, the Officer shall be immediately relieved of duty and the Officer shall be advised confidentially by the Chief of Police to seek assistance through an established employee assistance program.
d. Any Officer, who by their own admission, is determined to have a drug abuse problem shall be granted leave without pay to seek assistance through an established employee assistance program. The Officer shall be able to use any compensation time, vacation time, or sick leave as the Officer may have accumulated in order to participate in such a program. Successful completion of a drug abuse rehabilitation program within one year is required. Failure to complete such a program within one year shall be the basis for dismissal.
e. Any Officer who admits they have a drug abuse problem or has tested positive for non-prescribed drugs, while on duty or on call and refuses to seek rehabilitation through an employee assistance program is subject to disciplinary action by the Chief of Police as they deem fit according to the laws of the State of Illinois and the rules and procedures of the Board of Fire and Police Commissioners.
f. Any Officer who has completed a drug rehabilitation program within one year, and who has been deemed suitable to return to work by a licensed physician or counselor, shall return to work without loss of seniority or any other benefits held at the time leave was granted.
g. Any Officer who has completed a drug rehabilitation program and has returned to work is subject to random drug testing by the Employer for a period of two years following the Officer's return to work.
h. Any Officer, who after completing a drug rehabilitation program as set forth in 11.2(d), who tests positive for non-prescribed drugs while on duty or on call shall be subject to disciplinary action by the Chief of Police as they deem fit, according to the laws of the State of Illinois and the rules and procedures of the Board of Fire and Police Commissioners.

Section 11.3 – Tests to be Conducted

In conducting the testing authorized by this Agreement, the Employer shall:

a. Use only a clinical laboratory or hospital facility that is certified by DHHS under the National Laboratory Certification Program or by the Substance Abuse and Mental Health Services Administration (SAMHSA) with a license pursuant to the Illinois Clinical Laboratory Act and that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA).
b. Ensure that the laboratory or facility selected conforms to all SAMHSA standards;

c. Establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result. No Officer covered by this Agreement, shall be permitted at any time to become a part of such chain of custody;
d. Collect a sufficient sample of the same bodily fluid or material from an Officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the Officer;
e. Collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration.
f. Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by as chromatography mass spectrometry (gems) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
g. Provide the Officer tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the Officer's own choosing, at the Officer's own expense; provided the Officer notifies the Employer within seventy-two (72) hours of receiving the results of the tests;
h. Provide each Officer tested with a copy of all information and reports received by the Employer in connection with the testing and the results.

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

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

Article 12 – Grievance Procedure and Arbitration

(See Appendix B)

Section 12.1 – Grievances

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

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

Step 2: If not adjusted in Step 1, the grievance shall then be reduced to writing and presented by the Union to the Chief or their designee within ten (10) calendar days following the receipt of the supervisor's answer in Step 1. The Chief or their designee shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the employee, their immediate supervisor or

shift commander, and Union Representative within ten (10) calendar days after receipt of the grievance from the Union. The Chief or their designee shall then render a decision based on the information supplied during the meeting, within ten (10) calendar days of the meeting.

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

Step 4: If the grievance is not settled in Step 3, the matter shall be referred to arbitration by written request by the Union made within thirty (30) calendar days of the Employer's answer in Step 3. A representative of the Employer and the Union shall meet to select an arbitrator from a panel provided by Federal Mediation and Conciliation Service. From a list of seven (7) arbitrators, the parties shall alternately strike until one name remains. The party to strike first shall be determined by the toss of a coin. Each party reserves the right to reject one list of arbitrators in its entirety. The arbitrator shall be notified of their selection by a joint letter from the Employer and the Union. Such letter shall request the arbitrator to set a time and place for the hearing subject to the availability of the Employer and the Union representative and shall notify the arbitrator of the issue(s). All hearings shall be held at the Pekin City Hall, unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. The Employer or the Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witness.

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

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

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

Section 12.2 – Time Limits

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

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

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

Article 13 – Discipline and Discharge

Section 13.1 – Definition

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

a. Verbal Reprimand
b. Written Reprimand
c. Suspension without pay
d. Discharge

Section 13.2 – Just Cause

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

Section 13.3 – Limitation

The requirement to use progressive disciplinary action does not prohibit the Employer from using a severe measure, including discharge, when the offense indicates that a shortcoming or action of a Police Officer rendered the continuation of employment of the employee in some way detrimental to the Employer or the Public. Such actions shall include but are not limited to: possession of a controlled substance or alcohol; gross insubordination; intentional destruction or theft of property; fighting on the job.

Section 13.4 – Pre-Disciplinary Meeting

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

Labor Council representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

The Employer shall notify the Union of all internal investigations conducted by the Employer on any bargaining unit member. As well, the Employer shall notify the Union of any disposition of an internal investigation. For the purpose of this Section, internal investigation means a meeting by supervisory or command personnel with an Officer subject to an investigation upon whom an allegation of misconduct has come to the attention of such supervisory or command personnel.

Section 13.5 – Notice of Discipline

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

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

Section 13.6 – Discipline and Discharge

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

Section 13.7 – Appeal of Discipline

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

Article 14 – Labor Management Conferences

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

a. Discussion on the implementation and general administration of this Agreement;
b. A sharing of general information of interest to the parties; and
c. Discussion of non-bargaining conditions of employment by the Employer which may affect Employees.

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

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

Article 15 – Layoff

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

In the event of layoff, sworn personnel covered by this Agreement will be laid off in the reverse order of their seniority. The date of seniority will be based on the seniority list as provided pursuant to Article 19 of this Agreement. Rehiring shall be in accordance with 65 ILCS 5/10-2.1-18.

Article 16 – Employee Security

Section 16.1 – Personnel File

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

Section 16.2 – Inspection of Personnel File

Employees shall be allowed reasonable access to inspect their entire personnel file, no later than three (3) working days after a request for such access. Employees shall also be allowed to obtain copies of anything contained in their personnel files, provided that the Employer may require the employee to reimburse the City for the actual cost of photocopying or reproduction. The Employer shall grant two (2) inspection requests in each calendar year. All requests with respect to pending discipline matters shall be allowed. The Employer shall not be required to furnish to the employee any records as described 820 ILCS 40/10, as now in effect or as may be from time to time amended.

Section 16.3 – Limitation on the Use of File Material

Any record of a verbal reprimand may be used for a period of time not to exceed twelve (12) months and shall thereafter not be used to support or as evidence for progressive discipline. And at the Officer’s written request shall be removed from their personnel file.

Any record of written reprimand may be used for a period of time not to exceed eighteen (18) months and shall thereafter not be used to support for progressive discipline, as evidence of adverse employment action and, at the Officer’s request, shall be removed from their personnel file. Any record of discipline greater than a written reprimand shall not be used to support progressive discipline or as evidence of adverse employment action after five (5) years from the date of imposition of said discipline and at the Officer’s written request, shall be removed from their personnel file.

The preceding sentences are contingent on the Officer having no other similar disciplinary actions during that period of time. Documents removed from the personnel file will nonetheless be maintained by the City, as may be required by law.

Article 17 – Hours and Overtime

Section 17.1 – Workday and Work Week

The work week, also referred to as a pay period, shall be from 6:00 a.m. on Sunday until the following Sunday at 6:00 a.m., or 5:30 a.m. for Sergeants.

The workday shall be the twenty-four (24) hour period beginning at 6:00 a.m. each day and concluding at 6:00 a.m. the next day following, or 5:30 a.m. for Sergeants.

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

Section 17.2 – Overtime Payment

All approved overtime in excess of the hours required of an employee by reason of the employee's regular duty, whether of an emergency nature or of a non-emergency nature, shall receive one and one-half (1½) times their regular rate of pay for work performed on an employee's regularly scheduled day off. Accumulation of hours worked shall include vacation days, holidays, personal days and compensatory time. Any hours worked in excess of forty (40) hours during an employee's work week shall be compensated at the rate of one and one-half (1½) times their regular rate of pay. It is further understood that hours worked in excess of eight (8) on a normal workday shall not be compensated for at time and one-half (1½) unless the provisions providing for compensation for hours worked in excess of forty (40) per week apply. Overtime for which the Employer receives grants may not be awarded as compensatory time if the terms of the grant require cash payment. Compensatory time shall be granted in lieu of all other overtime payment if the employee in their discretion so elects. The Officer shall be allowed to accumulate compensatory time as identified in 17.10 of this Article.

Compensatory time will be calculated at the same rate as earned. That is, if it is earned as a result of working more than eight (8) hours on a normal workday, it will be compensated at straight time unless· the Officer is otherwise entitled to time and one-half (1½) as a result of working more than forty (40) hours during a work week. If it is earned on an Officer's regularly scheduled day off, it is earned at time and one-half (1½). Overtime rates shall be compensated for the actual time worked.

It is the mutual agreement of the parties that employees shall be paid for ILEAS training monetarily and CIERT training shall be paid in compensatory time unless payment in compensatory time would cause the employee to exceed the one-hundred sixty (160) hour cap, in which event the employee shall be paid monetarily.

Section 17.3 – Computing Hourly Rate of Pay for Overtime Payments

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

Section 17.4 – Callback

A callback is defined as an assignment of work which does not immediately follow or precede an Officer's scheduled working hours and requires the Officer to be physically present at the assignment of work. A callback includes, but is not limited to, special events, meetings, callouts, commission meetings, and committee meetings. Employees reporting back to work shall receive two (2) hours minimum pay or be compensated for the actual time worked, whichever is greater. If the Officer is called back on an established holiday, that Officer shall receive four (4) hours minimum pay or be compensated for the actual hours worked, at two (2) times their hourly rate of pay, whichever is greater

Section 17.5 – Early Start & Holdover

An early start is defined as starting one's scheduled shift prior to their official start time for a manpower reason or as directed by a supervisor. A holdover is defined as an assignment of work which immediately follows an employee's scheduled working hours. An early start or holdover will be compensated according to Section 17.2.

Section 17.6 – On-Call Status

Any Officer required to be "on-call" or available to be contacted for possible response shall be compensated at the rate of eight (8) hours straight time pay or receive the same amount of compensatory for every full weekend (Friday, Saturday, and Sunday) assigned to on-call status. If an Officer is required to be present at the Police Station or is called out for any reason, they shall be compensated according to Section 17.4.

Section 17.7 – Overtime Distribution

Overtime shall be filled, once it is authorized by management according to Union provisions.

The Labor Council or its designee shall notify in writing the Chief of Police or their designee as to who will serve as the Union representative as well as any alternates for each shift in regard to the distribution of overtime.

All overtime will be distributed as equally as practical among the Officers on each shift. Overtime for Officers will be generally filled by Officers and overtime for Sergeants will be filled by Sergeants. Sergeants are eligible to work overtime for Officers, only in cases to prevent a forced overtime situation and when all other eligible Officers have been offered said overtime. In the event of long-term illness or leave for any Sergeant, commencing on the fourth (4th) day of illness or leave, a command Officer of a higher rank may be assigned to fill the Sergeant's position at the discretion of the Chief of Police provided it is the higher-ranking Officers normally scheduled working day.

Section 17.8 – Court Time

Any Officer who shall, for the purpose of testifying in Court, personally confer with the City or State's Attorney that was authorized by command, swear to complaints before a Court, testify before the Grand Jury, Fire and Police Commission, or a coroner's inquest in this or any other jurisdiction in either of the above capacities during off-duty hours in proceedings in which the Officer is not a party shall be a minimum of two (2) hours at time and one-half (1½), unless such presence is required on an Officer's regularly scheduled day off, in which event the Officer shall receive a minimum of four (4) hours at time and one-half (1½). If the Officer is required to be present in excess of the two (2) hour or four (4) hour

minimum, they shall be paid for the total time present at the appropriate rate. For the purposes of this Section, court appearance shall mean attendance at court until requirements for the court appearance have been met.

Where the Officer has a required morning appearance and is required to make a second appearance in another case while off duty after 1:00 p.m. on the same date, the Officer shall be paid an additional two (2) hours minimum at the appropriate overtime rate of time and one-half (1½), unless they are required to be present in excess of the two (2) hour minimum, in which event they shall be paid for the total time present at the appropriate rate.

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

Section 17.9 – Standby

If an Officer who has a scheduled day off is placed on standby for any reason and they are not summoned on said day, they will receive two (2) hours normal duty of their regular hourly rate of pay for each day they are required to be on said standby. If an Officer is otherwise scheduled for duty that day, they shall receive one (1) hour normal duty of their regular hourly rate of pay for each day they are required to be on said standby.

Section 17.10 – Compensatory Time

No Officer of the Pekin Police Department covered by this Agreement shall be allowed to use, for time off, over one-hundred sixty (160) hours of compensatory time in a calendar year without written permission of the Chief; provided, however, that this one-hundred sixty (160) hour annual usage limitation shall not apply until January 1, 2027. Compensatory time shall be granted at such times and in such time blocks as are mutually agreed upon between the involved Officer and their supervisor. The number of employees off shall be approved only down to shift minimums or as determined by the Chief of Police, subject to operational needs.

Requests for compensatory time off submitted more than four (4) weeks in advance of the requested leave date shall not be approved or otherwise processed prior to the date that is four (4) weeks before the requested leave date. On that date, all pending requests shall become eligible for processing and shall be processed in the order in which they were originally received.

Employer shall pay all compensatory hours over one-hundred sixty (160) as they are earned. Payment shall be during the next pay period. At any time, an employee may elect to be paid for any of their accumulated compensatory time by submitting a written request, through the chain of command, to the Chief of Police. After receiving the request, payment shall occur within two (2) pay periods. Nothing in this section would prevent an Officer from refilling their compensatory bank to one-hundred sixty (160) hours after payout.

Notwithstanding any other provision of this Section, any Officer who has a compensatory time balance exceeding eighty (80) hours shall be required to cash out all compensatory time in excess of eighty (80) hours during the first pay period in January of each calendar year. The amount subject to mandatory

payout shall be determined based upon the Officer's compensatory time balance as reflected in the Employer's records on the Monday immediately preceding the first pay day in January.

Such payout shall be made at the Officer's regular straight-time hourly rate in effect on the last day of the preceding calendar year. Following such mandatory payout, Officers may continue to accrue compensatory time consistent with the provisions of this Agreement, up to the contractual maximum.

Any request for compensatory time off submitted prior to the effective date of the annual shift bid established in Section 31.1, for dates occurring on or after such effective date, shall be subject to all provisions of this Section. On the effective date of the annual shift bid, such requests shall be processed in accordance with Section 29.3(g) and, subject to the priority established therein, in the order in which they were originally received.

Section 17.11 – Meals and Breaks

Each employee shall be allowed a paid thirty (30) minute meal period per tour of duty. This meal shall be considered out of service time during which the employee will be subject only to priority calls. Periodic breaks will be allowed during tour of duty so long as operations are not impaired.

Section 17.12 – Pay Dates

The City agrees to pay Officers on every other Friday. The rate of pay will be the same as set forth in Section 34.1 and 34.2 and all additional compensation that may apply according to this Agreement.

Section 17.13 – Trading Days Off

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

Section 17.14 – No Pyramiding

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

Section 17.15 – Phone Calls/Remote Meetings/Remote Work

For phone calls, remote meetings, and remote work required for court or other authorized purposes that occur outside an Officer's regularly scheduled working hours, the Officer shall be compensated in accordance with Section 17.2, limited to the actual time spent on such phone calls, remote meetings, or remote work. Officers assigned to a position that receives on-call compensation, as defined in Section 17.6, shall not be eligible for additional compensation for phone calls.

For the purposes of this Section, the term "phone call" shall mean a real-time, voice-based communication made or received through a telephone, mobile device, or comparable voice communication service. The term "remote meeting" shall mean a real-time, interactive communication conducted via internet-based video and/or audio-conferencing technology, including, but not limited to, platforms such as Microsoft Teams, Zoom, or Webex, which enable participants to join from separate physical locations. The term "remote work" shall mean job-related tasks performed outside an Officer's regularly scheduled working hours and outside the physical premises of the Department or other designated worksite, provided such work is expressly directed, authorized, or required by the Department.

Section 17.16 – Open Range Compensation

During designated open range weeks, each Officer, who attends open range during non-working hours, shall be compensated for two (2) hours at the appropriate rate or awarded compensatory time at the Officer's option in accordance with Section 17.10. Compensation for open range is limited to once per open range week. Officers may attend multiple open range sessions within the same week; however, only one (1) two-hour overtime (or compensatory time) payment shall be authorized per Officer per open range week. No additional compensation shall be provided for additional open range sessions during the same week. Officers are encouraged to attend open range sessions during their regularly scheduled working hours whenever possible.

Section 17.17 – Late Cancellation of Overtime Assignments

Overtime assignments shall be compensated at one (1) hour of overtime pay if the assignment is cancelled less than two (2) hours prior to the scheduled start time.

Compensation under this Section shall be limited to the overtime payment required by this Section and shall not include payment for the full scheduled duration of the cancelled assignment. This Section shall apply regardless of whether the cancellation is initiated by the City or a third party.

Article 18 – Indemnification

Section 18.1 – Employer Responsibility

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

Section 18.2 – Legal Representation

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

Section 18.3 – Cooperation

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

Section 18.4 – Applicability

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

Article 19 – Seniority

Section 19.1 – Definition of Seniority

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

Section 19.2 – Definition of Time in Rank Seniority

Time in rank seniority is defined as an employee's continuous length of service in their current rank and shall include all continuous time served in any higher rank. For Department recognized specialty assignments, specialty assignment seniority is defined as an employee's continuous length of service in a Department recognized specialty assignment. Department recognized specialty assignments include, but are not limited to, Field Training Officer (FTO), Investigator, K9 Unit, Traffic Unit, or any other specialty assignment designated by the Chief of Police.

Section 19.3 – Specialty Assignment Shift Bidding

When employees assigned to the same Department recognized specialty assignment participate in shift bidding, priority shall be determined by specialty assignment seniority. If two (2) or more employees possess the same specialty assignment seniority, department seniority as defined in Section 19.1 shall govern. An employee who voluntarily leaves or is removed from a specialty assignment shall not retain previously accrued specialty assignment seniority if subsequently reassigned to that specialty assignment.

Section 19.4 – Termination of Seniority

An employee's seniority shall cease when they:

a. Quit by accepted written resignation;
b. Retire;
c. Are discharged for just cause;
d. Are laid off pursuant to the provisions applicable in this Agreement for a period not to exceed the length of service the Officer has with the City of Pekin Police Department, or twenty-four (24) months, whichever is less;
e. Are promoted out of the bargaining unit for more than two-hundred and sixty (260) days worked, which includes earned time off (e.g., vacation, compensatory time, personnel, and sick time, but not to include FMLA, Military Time, PEDA, OJI, or other forms of leave.).

Section 19.5 – Seniority List

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

Section 19.6 – Posting of Seniority List

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

Article 20 – Union Representatives

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

Section 20.1 – Meetings

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

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

Section 20.2 – Grievance Processing

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

Section 20.3 – Union Negotiating Team

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

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

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

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

Article 21 – Disabling Defects

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

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

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

Article 22 – Bulletin Boards

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

Article 23 – Training

Section 23.1 – General Policy

Any third-shift employees who are scheduled for training on a scheduled workday shall have the option of choosing their day off to be either the shift immediately prior to the training or their next regularly scheduled shift after the training. This choice shall be subject to manpower needs and only be approved down to shift minimums. If manpower needs or shift minimums prevent this, the Officer shall be financially compensated at the appropriate rate or granted compensatory time at the Officer's option in accordance with Article 17.

Where any employee is scheduled to attend a non-optional training program on a regularly scheduled day off, they shall be financially compensated at the appropriate rate, granted compensatory time subject to Article 17, or provided a flexed day off in the same work week. The choice for a flexed day off shall be subject to manpower needs and only be approved down to shift minimums. If multiple Officers request a flex day off within the same work week, and manpower needs or shift minimums do not allow for all requests to be granted, approval shall be based on seniority in accordance with Article 19. The decision to request a flexed day off or compensation shall be made no later than seven (7) days after the class is scheduled or posted if time allows.

Any employee electing to attend training on a scheduled day off shall be scheduled for another day off in that work week, subject to manpower needs and only be approved down to shift minimums. If multiple Officers require another day off within the same work week, and manpower needs or shift minimums do not allow for all requests to be granted, approval shall be based on seniority in accordance with Article 19. If manpower needs or shift minimums prevent this, the Officer shall be compensated at the appropriate rate or granted compensatory time at the Officer’s option in accordance with Article 17.

For the purposes of this Section, all training required as a condition of a voluntarily accepted assignment or position shall be deemed elective training. The fact that such training is required for the assignment shall not render it non-optional.

Section 23.2 – Access

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

Section 23.3 – Conferences and Travel Allowance

Attendance at and participation in professional conferences, conventions, and technical meetings shall be considered part of the employee's normal duties. With prior approval of the Chief, employees may attend such functions without loss of pay and at the City's expense.

Employees traveling on City business shall either be provided with City vehicles, given an allowance for the use of their private vehicles, or be provided other transportation expenses. Overtime resulting from attendance at any training or overnight conference shall be based on actual travel time to and from said training or conference other than training at ICC or within one hundred (100) miles of the Pekin Police Department. Overtime paid as the result of travel will not exceed four (4) hours for each training or conference attended. The time spent at the training or conference will be considered as a regular duty shift regardless of the actual hours spent in training (i.e. a one (1) day training session shall be considered an eight (8) hour day, a one (1) week session will be considered a forty (40) hour week regardless of the actual hours spent at the training).

Any reimbursement hereunder shall comply with the City's Travel and Expense Reimbursement Policy in effect on the effective date of this agreement. (Refer to Appendix E) Any per diem required hereunder shall be paid pursuant to the gsa.gov schedule.

Section 23.4 – ILEAS Training

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

Section 23.5 – Mandatory Training Weeks/Leave Restrictions

The Department may designate up to four (4) weeks as mandatory training weeks for the purpose of completing required state and departmental training. During such weeks, discretionary leave, including vacation and compensatory time, may be limited as necessary to maintain appropriate staffing levels while personnel are assigned to training and to ensure Officers complete mandatory training, as required by the Department.

The Department may approve limited discretionary leave during training weeks provided that staffing levels remain sufficient to meet operational needs, including but not limited to minimum staffing requirements, workload demands, and public safety considerations.

Approval of leave during training weeks shall remain within the discretion of the Department. Minimum staffing levels shall not be construed as the sole determinant of operational readiness.

The Department shall work with the Labor Team to finalize the training schedule and provide advance notice of training weeks when practicable and shall make reasonable efforts to avoid scheduling such weeks during recognized holidays, holiday weekends, and known conflicts such as school or military obligations.

Exceptions may be granted for pre-approved commitments made prior to the publication of the training schedule or for documented emergencies, subject to approval by the Department.

Article 24 – Leave Time

Section 24.1 – Bereavement Time

Time off given to Officers and employees for deaths occurring within their immediate family shall be limited to three (3) workdays. Officers and employees shall receive an additional seven (7) paid workdays (for a total of 10 paid workdays off) of leave in the event of the death of a child and up to two weeks of unpaid leave, subject to the terms and requirements of Illinois Family Bereavement Leave Act. All leave taken in accordance with this article shall be used consecutively, or as agreed upon by management. The employer may require proof of death to approve use of bereavement leave.

Except as otherwise provided herein, "Immediate family" is defined as follows: spouse, child, stepchild, father, mother, brother, sister, stepmother, stepfather, stepbrother, stepsister, grandmother, grandfather, son-in-law, daughter-in-law, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandfather-in-law, grandmother-in-law, aunt, uncle, or domestic partner of the Officer or employee.

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

Section 24.2 – Short-term Military Leave

Any employee covered by the terms of this Agreement who is a member of a reserve force of the Armed Forces of the United Sates 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 for the period of such activity and shall suffer no loss of seniority rights.

Employees shall be compensated during such leave as required by state and federal law.

Section 24.3 – Maternity Leave

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

a. An Officer to whom such leave has been granted shall return to duty within two (2) months after termination of their pregnancy, unless they submit a certificate of a licensed physician that they are not physically fit to return to work.
b. If the Officer fails to return to work other than as enumerated in Section 24.3, paragraph (a) above, after the aforesaid two (2) month period and does not have any accumulated sick, vacation, personal, or compensatory time, then the Employer shall have the right to terminate their employment. In such case the Employer shall have the right to hire another Officer. The Officer so terminated may, subject to the approval of the Chief, be eligible for re-employment at such time as the Employer determines that manpower is necessary. If the Employer has otherwise hired another Officer, it is expressly understood that said Officer shall be able to continue in employment, notwithstanding the fact that the regular Officer who received maternity leave may otherwise want to resume employment.

c. It is further understood that an Officer may use their accumulated sick, vacation, personal, and compensation time and that after same is exhausted they shall be granted a leave without pay pursuant to the above procedures.

Section 24.4 – Injury Leave

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

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

At the end of the twelve (12) months of paid insurance premiums, if the Officer has not returned to work, they will retain all insurance referred to in Article 37 as long as they make the payment of the full monthly premiums to the City, consistent with the Police Officer Insurance Continuation Act. The monthly premium shall be the same as for all regular bargaining unit employees.

Employees shall not be offered or required to work what is commonly referred to as “light duty.”

Section 24.5 – Labor Relations and Insurance-Related Conventions/Training

A total of eighty (80) hours of paid leave per calendar year may be granted for eligible Officers to attend labor relations or health insurance related conventions or training directly related to their duties on the Pekin Police Benevolent Labor Committee or the Pekin Police Health Insurance Board. No more than eighty (80) hours of combined paid leave may be used under this Section in any calendar year.

To be eligible under this Section, Officers must be:

a. Current City of Pekin employees, and
b. Elected members of the Pekin Police Benevolent Labor Committee or appointed members of the Pekin Police Health Insurance Board.

The Labor Committee may determine how the eighty (80) hours of paid leave are allocated among eligible Officers, so long as the total hours used do not exceed eighty (80) hours of paid leave in the calendar year.

Officers requesting paid leave under this Section must provide the Chief of Police, at the time of their request, with documentation identifying the training or convention, including dates, location, sponsoring organization, and a program description or agenda sufficient to confirm that the event is directly related to labor relations or health insurance duties. Failure to provide such documentation shall result in denial of the request.

Paid leave granted under this Section shall not create an overtime situation, when approved, and shall not be approved on a holiday. Approval of any paid leave request remains subject to staffing needs and the operational requirements of the Police Department. Approval authority rests solely with the Chief of Police or their designee.

Officers attending training or conventions under this Section shall not receive travel time, per diem, or reimbursement for expenses. Further, the City shall not be responsible for any costs associated with such training or conventions, including but not limited to registration fees, tuition, travel expenses, lodging, meals, or any other related costs.

Requests for paid leave under this Section must be submitted in writing at least fourteen (14) days prior to the requested dates. Requests submitted with fewer than fourteen (14) days' notice shall be denied.

Section 24.6 – Family Emergencies

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

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

Article 25 – Worker's Compensation Benefits

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

Article 26 – Shift Differential/Special Assignment Compensation

Section 26.1 – Evening/Night Watch Wage

Any Officer who works the majority of their hours during the evening (2-10p) or night watch (10-6a) shall be compensated at the rate of $0.55 per hour added to their base rate.

Section 26.2 – Field Training Officer Compensation

An Officer designated as a Field Training Officer shall receive an additional $0.58 per hour added to their base rate.

A Sergeant designated as a Field Training Officer Supervisor will receive $0.87 per hour added to their base rate.

The Chief, annually, or when deemed appropriate in their sole discretion, shall designate Field Training Officers and Field Training Officer Supervisors.

Section 26.3 – Central Illinois Emergency Response Team

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

a. On duty: one (1) time their base rate:
b. Off duty: one and one half (1½) times their base rate.

Section 26.4 – MEG Officer

Any Officer assigned to the Multi-County Enforcement Group (MEG) shall receive the evening/night wage rate as described in Section 26.1.

Section 26.5 – Investigators

Any Officer assigned to work in the investigative division of the Pekin Police Department shall receive an additional $0.58 per hour added to their base pay.

Article 27 – Holidays

Section 27.1 – Designated Holidays

a. New Year's Day
b. Martin Luther King, Jr. Day
c. Lincoln's Birthday
d. Easter
e. Memorial Day
f. July 4th
g. Labor Day
h. Veteran's Day
i. Thanksgiving Day
j. Christmas Day

Holidays will be observed on their observed dates.

Section 27.2 – Compensation for Holidays

a. All Officers who are covered by this agreement shall receive eight (8) hours of straight time pay for each of the observed holidays listed in 27.1 in the first pay period in November of each year.

b. The holiday shall be the twenty-four (24) hour period beginning at 10:00 p.m., on the date preceding the date observed as the holiday and ending at 9:59 p.m. on the date observed as the holiday, or beginning at 9:30 p.m. and ending at 9:29 p.m. for Sergeants.
c. When an Officer is scheduled on duty and in fact does work on duty on any designated holiday, the City shall pay the Officer at the rate of one and one-half (1½) times their normal rate of pay.
d. Officers working overtime while in holiday pay status shall be compensated at two (2) times their normal rate of pay for hours in excess of eight (8) hours.
e. Holiday pay shall be prorated for Officers who are hired, retire, or are terminated for those holidays the Officer was eligible to work during the time of employment.

Article 28 – Equipment Allowance

(See Appendix C)

Section 28.1 – Equipment for New Hires

The City shall provide the initial issue of uniforms and equipment as identified in Appendix C to all new hires, excluding a weapon. After the year in which the Officer was hired, they shall receive an annual allowance as defined in Section 28.2 of this Article.

Section 28.2 – Equipment Allowance

Effective May 1, 2020, there shall be an equipment allowance in the amount of eleven hundred ($1,100) per year, per Officer, subject to regular income tax withholding. This shall be paid on the first pay day in July each year, except for Officers with less than one (1) year of employment.

The City agrees to pay the total cost of replacement body armor for each Officer at the replacement intervals recommended by the manufacturer. The City's contribution shall apply only to replacement body armor that meets Department-approved specifications and shall be paid directly to the vendor upon submission of proof of purchase, as determined by the City. This benefit is separate from and in addition to the annual equipment allowance described above.

Article 29 – Vacations

Section 29.1 – Vacation Schedule

a. The following vacation schedule shall apply to Officers covered by this Agreement:

    1. Officers with one (1) year of completed service shall receive two (2) weeks of paid vacation.
    2. Officers with five (5) years completed service but less than ten (10) years of completed service shall receive three (3) weeks of paid vacation.
    3. Officers with ten (10) years of completed service but less than fifteen (15) years of completed service shall receive four (4) weeks of paid vacation.
    4. Officers with fifteen (15) years or more of completed service shall receive five (5) weeks of paid vacation.

b. Vacations are paid by reason of time earned and are paid according to the employee's hourly rate of pay as determined by Section 17.12.
c. An employee will become eligible for vacation after they complete one year of service. An employee will continue to be eligible for the amount of vacation as described in Section 29.1 (a) any time in the calendar year that they complete the required years of service.

Section 29.2 – Vacation Payoff Upon Termination

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

Section 29.3 – Vacation Scheduling

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

a. Vacations must be taken any time during the calendar year. If vacations have not been requested by October 1 of the calendar year, the Commanding Officer of the division or shift affected shall assign vacation periods at their discretion. In the event that operations will not allow said vacation time to be assigned, it will be allowed to carry over into the next calendar year. Vacation time assigned by the Commanding Officer shall not be allowed to be removed or changed, after assignment.
b. Vacation days must be taken in increments of one (1) day at a time.
c. Requests for vacation time must be submitted in writing or electronically to the employee's immediate supervisor for approval.
d. The number of Officers and Sergeants in the patrol division granted vacations at the same time shall be determined by the following guidelines, subject to operational needs:
    1. Vacation time selected during the annual vacation bid process pursuant to Section 29.3(f) may result in staffing below shift minimums and the creation of forced overtime, if necessary.
    2. Except as provided in subsection (d)(3) and (d)(4), vacation requests submitted more than four (4) weeks in advance of the requested leave date may be approved to two (2) Officers below shift minimums, provided that such approval does not require forced overtime. Any overtime worked as a result of vacation approved under this subsection shall be compensated by monetary payment only and shall not be converted to or credited as compensatory time. Vacation requests submitted within four (4) weeks of the requested leave date shall only be approved to established shift minimum staffing levels.
    3. A vacation request for a block of three (3) or more consecutive workdays may be approved to one (1) Officer below shift minimums and may result in no more than one (1) forced overtime assignment on the affected shift for each requested workday, provided that the request is submitted at least four (4) weeks in advance of the first requested leave date.
    4. For Sergeants, when the posted shift bid and regularly scheduled command assignments result in only one (1) supervisor assigned to duty for a shift, the Employer may approve

vacation time and require forced overtime, as necessary, to maintain supervisory coverage. Vacation requests that would require forced overtime to maintain supervisory coverage must be submitted more than four (4) weeks in advance of the requested leave date.

5. At no time shall a patrol Sergeant or Officer be allowed to utilize a vacation day if the use of said time would not allow for the shift minimum staffing of a Lieutenant, Sergeant, or Officer on shift, based on previously approved time off.
6. A Sergeant, Lieutenant, Deputy Chief, or Chief shall always be on duty in the patrol division.

e. The number of Officers in Support Services Division or non-manpower positions granted vacations at the same time shall be determined by the Chief of Police, subject to operational need.

f. For the purpose of this Section, the annual vacation bid process shall mean the six (6) week vacation bid period as described herein. For the six (6) week period immediately preceding the effective date of the annual shift bid established in Section 31.1, vacation bids for the upcoming calendar year shall be awarded in seniority order as follows:

1. A vacation bid shall be posted in writing or electronically. Said vacation bid shall have two (2) vacation slots per patrol shift for Officers and one (1) vacation slot per patrol shift for Sergeants.
2. The vacation bid shall be provided in writing or electronically to the most senior Officer and the most senior Sergeant on each patrol shift.
3. Officers and Sergeants, when the bid is assigned to them, shall have seventy-two (72) hours to select up to eighty (80) hours of vacation time in minimum blocks of two (2) consecutive workdays. Upon expiration of seventy-two (72) hours or upon selection, the vacation bid will automatically move to the next senior Officer or Sergeant on each patrol shift.
4. The annual vacation bid process established in this subsection shall be completed prior to the effective date of the annual shift bid established in Section 31.1. Vacation bids awarded through the annual vacation bid process shall remain in full force and effect and shall not be modified or displaced by the provisions of this paragraph. After completion of the annual vacation bid process, vacation requests submitted prior to the effective date of the annual shift bid established in Section 31.1, for dates occurring on or after such effective date, shall be processed in accordance with Section 29.3(g) and, subject to the priority established therein, in the order in which they were originally received.

g. For requests submitted prior to the effective date of the annual shift bid established in Section 31.1, for dates occurring on or after such effective date, the annual vacation bid process established in this subsection shall first be completed. Beginning on the effective date of the annual shift bid, requests shall be processed in the following order:

1. Personal day requests submitted pursuant to Section 30.1;
2. Vacation requests not awarded through the annual vacation bid process submitted pursuant to this Section; and
3. Compensatory time requests submitted pursuant to Section 17.10, in accordance with the approval procedures established therein.

h. Vacation requests submitted shall be considered in accordance with the provisions of this Section. Nothing in this Section shall require approval of a vacation request that would exceed the staffing limitations established in this Section.
i. On any day for which vacation time has been approved, the approved vacation time may not be converted to compensatory time, nor may the vacation request be canceled and resubmitted as compensatory time.
j. The amendments to this Section made by this Agreement shall become effective January 1, 2027. Until that date, the provisions of this Section contained in the preceding Collective Bargaining Agreement shall remain in full force and effect.

Section 29.4 – Vacation Pay

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

Section 29.5 – Payout of Unused Vacation Time Due to Involuntary Leave

Except as expressly provided in this Agreement, accrued vacation time shall not be paid out in cash and must be taken as time off in accordance with Departmental policy and rules provided in this Agreement. Notwithstanding the above, an Officer who is unable to utilize accrued vacation time due to an involuntary leave of absence may receive a payout of unused earned time, subject to the conditions set forth in this Section.

For the purposes of this Section, involuntary leave shall include the following:

a. Public Employee Disability Act (PEDA) leave
b. On-Duty Injury leave
c. Military Leave as required by law
d. Administrative Leave
e. Any other leave directed or mandated by the City or by law, and not voluntarily requested by the Officer

Involuntary leave does not include voluntary leaves, unpaid leaves of absence requested by the Officer, or time off denied to due scheduling preferences unrelated to an involuntary leave.

An Officer shall be eligible for payout under this Section only if:

a. The Officer was on an involuntary leave for a duration or during a period that prevented the reasonable opportunity, as determined by the Chief of Police or designee, to use accrued vacation time during the applicable calendar year; and
b. The unused leave was earned prior to or during the involuntary leave; and
c. The inability to use the leave was directly attributable to the involuntary leave status.

Any eligible payout under this Section shall occur in the first pay period of the calendar year following the calendar year in which the leave was unable to be taken. Payouts under this Section shall be limited solely to accrued vacation time. No other forms of leave or compensatory time shall be eligible unless expressly authorized elsewhere in this Agreement. Eligible leave shall be paid at the Officer's regular straight-time hourly rate of pay in effect on the last day of the calendar year in which the leave was accrued.

Article 30 – Personal Time

Section 30.1 – Personal Days

Officers shall be entitled to three (3) personal days per calendar year. Personal days may not be accumulated and shall be forfeited if not taken. Time off for the use of personal days will not be denied, unless the approval of a personal day on a holiday (as listed in Article 27) would create forced overtime or the following criteria are not met:

a. At no time shall the approval of a personal day result in more than two (2) Officers off below shift minimums, due to any type of previously approved time off.
b. At no time shall a patrol Sergeant or Officer be allowed to utilize a personal day if the use of said time would not allow for the shift minimum staffing of a Lieutenant, Sergeant, or Officer on shift, based on previously approved time off.
c. Any request for a personal day submitted prior to the effective date of the annual shift bid established in Section 31.1, for dates occurring on or after such effective date, shall be processed, beginning on the effective date of the annual shift bid, in accordance with Section 29.3(g) and, subject to the priority established therein, in the order in which they were originally received.
d. On any day for which personal time has been approved, the approved personal time may not be converted to vacation time or compensatory time, nor may the personal time request be canceled and resubmitted as vacation time or compensatory time.
e. Officers shall, when practicable, provide at least eight (8) hours' notice before requesting a personal day.
f. The amendments to this Section made by this Agreement shall become effective January 1, 2027. Until that date, the provisions of this Section contained in the preceding Collective Bargaining Agreement shall remain in full force and effect.
g. For the purposes of this Section, "when practicable" shall mean circumstances in which the Officer becomes aware of the need for leave less than eight (8) hours prior to the start of their shift due to an unforeseen emergency, including but not limited to:
    1. Urgent family emergency requiring the Officer's presence;
    2. Significant and unforeseen damage to Officer's residence requiring immediate attention; or
    3. Other unforeseen emergent circumstances.

    Routine scheduling matters, personal appointments known in advance, or elective matters shall not constitute impracticability. In circumstances where providing eight (8) hours' notice is not practicable due to an unforeseen emergency as defined herein, the Officer shall make reasonable efforts to personally contact their assigned Lieutenant to request approval and to confirm whether the request is practicable. If the Lieutenant is unavailable, the Officer shall continue up their chain of command until contact is made with a supervisor authorized to approve or deny the request.

Section 30.2 – Payout of Unused Personal Days Due to Involuntary Leave

Except as expressly provided in this Agreement, accrued personal days shall not be paid out in cash and must be taken as time off in accordance with Departmental policy and rules provided in this Agreement. Notwithstanding the above, an Officer who is unable to utilize accrued personal days due to an

involuntary leave of absence may receive a payout of unused earned time, subject to the conditions set forth in this Section.

For the purposes of this Section, involuntary leave shall include the following:

a. Public Employee Disability Act (PEDA) leave
b. On-Duty Injury leave
c. Military Leave as required by law
d. Administrative Leave
e. Any other leave directed or mandated by the City or by law, and not voluntarily requested by the Officer

Involuntary leave does not include voluntary leaves, unpaid leaves of absence requested by the Officer, or time off denied to due scheduling preferences unrelated to an involuntary leave.

An Officer shall be eligible for payout under this Section only if:

a. The Officer was on an involuntary leave for a duration or during a period that prevented the reasonable opportunity, as determined by the Chief of Police or designee, to use accrued personal days during the applicable calendar year; and
b. The unused leave was earned prior to or during the involuntary leave; and
c. The inability to use the leave was directly attributable to the involuntary leave status.

Any eligible payout under this Section shall occur in the first pay period of the calendar year following the calendar year in which the leave was unable to be taken. Payouts under this Section shall be limited solely to accrued personal days. No other forms of leave or compensatory time shall be eligible unless expressly authorized elsewhere in this Agreement. Eligible leave shall be paid at the Officer's regular straight-time hourly rate of pay in effect on the last day of the calendar year in which the leave was accrued.

Article 31 – Days Off/Shift Selection and Transfer

Section 31.1 – Selecting Days Off/Shifts

Effective at the start of the next January shift bid, which begins on January 3, 2027 and except as otherwise provided for in this agreement, Officers shall select once annually, for a period of twelve (12) months, their preferred shift and/or days off on the basis of their seniority. All requests for a change of shift and/or days off are to be given to the appropriate division commander no later than six (6) weeks prior to the end of the calendar year. All changes of shifts and/or days off shall be granted effective on the first Sunday in January of each year and continue pursuant to the procedure outlined above unless otherwise changed, according to this Agreement, until the first Sunday of the following year. This Section applies to all Officers covered by this agreement, regardless of the division or assignment to which they are assigned. This Section shall in no way prohibit the filling of any vacancies according to seniority, time in rank seniority, or specialty assignment seniority where applicable.

Section 31.2 – Vacancies

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

If the Chief declares a vacancy, they shall also indicate whether the declaration of the vacancy is to address a manpower shortage on a shift. A "manpower shortage" occurs when there are too few Officers on the shift to provide police services as determined by the Chief of Police. A vacancy does not necessarily exist where an Officer assigned to a particular shift has become unavailable to serve in a full duty capacity, however, the Chief may declare a vacancy in such circumstances.

If the Chief declares a vacancy to address a manpower shortage, all eligible Officers in the Patrol Division may bid for the vacant shift/days off as set forth in §31.2. If no Officers bid for the shift vacancy, the least senior Officer in the Patrol Division will fill the shift vacancy, but the transfer shall occur no sooner than fourteen (14) calendar days after the Chief 's declaration of the vacancy.

If the filling of the vacancy is not to address a manpower shortage on a shift, the vacancy shall be filled from only within the shift in which the vacancy occurs and no Officer will be forced to fill the vacancy.

Section 31.3 – Non-requested Transfers

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

Section 31.4 – Voluntary Transfers

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

Section 31.5 – Non-Voluntary Transfer

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

Section 31.6 – Reopener

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

Article 32 – Sick Leave

Section 32.1 – Statement of Purpose

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

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

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

Section 32.2 – Amount Received

Officers shall receive twelve (12) days on January 1 of each calendar year. New hires shall receive the number of days equal to the number of months left in the calendar year, to include the month of hire.

Section 32.3 – Accumulation of Sick Leave

Sick leave may continue to accrue up to a maximum of 1,920 hours for purposes of payout eligibility as provided in Section 32.4. Sick leave as used shall be subtracted from the Officer's accumulated total.

Notwithstanding the foregoing, Officers may continue to accrue sick leave in excess of 1,920 hours with no maximum cap for usage purposes only. Any sick leave accrued in excess of 1,920 hours shall have no cash value, shall not be eligible for payout, and shall only be available for use as sick leave in accordance with this Article.

In the calendar year in which an Officer resigns or retires, the Officer shall be credited with one-twelfth (1/12) of the Officer's annual sick-leave accrual for each full month of service completed during that calendar year.

Section 32.4 – Unused Sick Leave

No payment for any unused sick leave shall be made upon the termination of employment for any purpose other than retirement with pension benefits. In cases of retirement with immediate pension benefits or deferred pension benefits with a minimum of twenty (20) years of service, the current value of accumulated sick leave, up to a maximum of 1,920 hours, shall be placed in an employer sponsored ICMA-RC PEHP Plan. Any sick leave accrued in excess of 1,920 hours shall have no cash value, shall not be eligible for payout, and shall only be available for use as sick leave in accordance with this Article.

Article 33 – College Accreditation Benefits and Education Bonus

Section 33.1 – Incentive Schedule

An Officer who has completed accredited coursework or earned a degree from an accredited college, university, or other institution of higher education shall receive the highest applicable education incentive listed below, added to the Officer's base hourly rate:

a. At least thirty (30) credit hours = $0.50 per hour
b. Associate's Degree = $1.25 per hour
c. Bachelor's Degree = $1.50 per hour
d. Master's Degree = $1.75 per hour

An Officer can only receive one education incentive at any given time, which would be the highest education obtained.

Section 33.2 – Reimbursement

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

For Officers hired prior to May 1, 2026, the following reimbursement guidelines shall be in effect:

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

For Officers hired on or after May 1, 2026, the following reimbursement guidelines shall be in effect:

The rate of reimbursement for undergraduate and master's degree coursework shall not exceed the per-credit-hour cost for undergraduate or graduate level studies, dependent upon enrolled course level, currently in effect at the University of Illinois Champaign-Urbana.

An employee enrolling in college or training courses must disclose any other financial assistance for which the employee has applied or that the employee is receiving, including, but not limited to, benefits under the G.I. Bill. Only the difference between the actual tuition and any received financial assistance will be considered for reimbursement by the City of Pekin. An employee who fails to disclose other sources of financial assistance in connection with an application for or receipt of tuition reimbursement shall be subject to discipline, up to and including discharge.

The amount of reimbursement for allowed tuition, mandatory fees, and required books shall be based upon the employee's academic performance according to the following schedule:

a. Grade "A" 90% of allowed tuition, mandatory fees, and required books
b. Grade "B" 70% of allowed tuition, mandatory fees, and required books

c. Grade “C” 50% of allowed tuition, mandatory fees, and required books
d. Grade “D” or below no reimbursement
e. Grade “Pass” 50% of allowed tuition, mandatory fees, and required books on and mandatory fees

A grade of “C” for graduate-level courses is not eligible for reimbursement.

The benefits provided under this Section are not taxable up to the IRS limit in place at the time, currently $5,250.00, above which such reimbursement is a taxable benefit. The parties acknowledge this amount may change from time to time.

Section 33.3 – Shift Adjustment

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

Section 33.4 – Tuition Reimbursement Program

The tuition reimbursement program fund will be limited to $40,000 total annually for all bargaining unit employees combined (not for each individual employee) and shall be paid in full or prorated upon bargaining unit participation. Requests for reimbursement shall be submitted by June 30th of each year for the previous academic year. In those years when funding is inadequate to meet the total requests, bargaining unit employees shall be allocated funds on an equal pro-rata basis.

Section 33.5 – Refund of Tuition Reimbursement upon Job Separation

This section applies to any Officer hired on or after May 1, 2026. An Officer who separates from employment by resignation, termination for cause, or another separation other than involuntary layoff or qualifying disability retirement shall repay each tuition-reimbursement payment received during the forty-eight (48) months preceding the separation date, according to the following schedule measured from the date each reimbursement payment was received:

a. Separation within 12 months: 100%
b. Separation after 12 but before 24 months: 75%
c. Separation after 24 but before 36 months: 50%
d. Separation after 36 but before 48 months: 25%
e. Separation after 48 months: 0%

The City shall require each participant in the tuition reimbursement program to sign a written authorization for payroll deductions, consistent with 820 ILCS 115/9 (Illinois Wage Payment and Collection Act), allowing the City to deduct repayment from final wages, if permissible.

If the Officer’s final pay does not cover the total amount owed, the Officer shall remit the balance to the City within thirty (30) days unless the parties agree in writing to an alternative payment arrangement.

Officers who separate employment due to a disability retirement recognized by the City or any involuntary layoff shall not be subject to repayment.

Article 34 – Wages and Other Compensation

(See Appendix D)

Section 34.1 – Step Pay Wage Schedule

Officers shall progress through the following steps on the wage matrix in Appendix D on the actual dates they complete the corresponding periods of service with the Pekin Police Department: six (6) month, one (1) year, one and one-half (1½) years, and two (2) years. After completing two (2) years of service, an Officer shall advance to each subsequent wage step on January 1 of the calendar year in which the Officer will complete the years of service required for that step.

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

References to Appendix D:

a. 4% effective May 1, 2026
b. 3.5% effective May 1, 2027
c. 3.5% effective May 1, 2028
d. 3.5% effective May 1, 2029

These are general base wage increases to be applied to all current step rates on the wage matrix (i.e., the steps in effect on May 1, 2026 for those employed on the signing date of the new Agreement).

Base wage percentage increases will be paid retroactive to May 1, 2026. No other economic benefit and/or payment in this Agreement will be paid retroactively unless expressed stated otherwise herein.

Section 34.2 – Sergeants Compensation

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

Section 34.3 – Starting Wage

The Starting wage step will be maintained at a difference of $7,915.00 below the two (2) year wage step. The six (6) month, one (1) year and one and one half (1½) year steps will be adjusted accordingly.

Section 34.4 – Longevity Increases

Effective May 1, 2026, eligible Officers shall receive the applicable longevity increase shown below. Thereafter, an Officer shall advance to the next longevity tier on January 1 of the calendar year in which the Officer completes the required years of service.

Required Years of Employment	May 1, 2026*	May 1, 2027*	May 1, 2028*	May 1, 2029*
5-9	$1.05	$1.05	$1.05	$1.05
10-14	$1.25	$1.25	$1.25	$1.25
15-19	$1.85	$1.85	$1.85	$1.85
20-24	$2.25	$2.25	$2.25	$2.25
25+	$2.70	$2.70	$2.70	$2.70

Effective May 1, 2026, eligible Sergeants shall receive the applicable longevity increase shown below. Thereafter, a Sergeant shall advance to the next longevity tier on January 1 of the calendar year in which the Sergeant completes the required years in rank.

Required Years in Rank	May 1, 2026*	May 1, 2027*	May 1, 2028*	May 1, 2029*
5-9	$0.55	$0.55	$0.55	$0.55
10-14	$0.75	$0.75	$0.75	$0.75
15-19	$0.95	$0.95	$0.95	$0.95
20+	$1.15	$1.15	$1.15	$1.15

*Step pay and pay with longevity included is obtained from Appendix D. Longevity is added on top of the base pay after any across the board percentage increase on the wage matrix is applied. Longevity does not compound after each increased step. Longevity will be paid retroactive to May 1, 2026. No other economic benefit and/or payment in this Agreement will be paid retroactively unless expressly stated otherwise herein.

Section 34.5 – Lateral Hire Starting Wage

An Officer currently eligible for lateral appointment would enter the pay scale (Appendix D) at the number of years of service that Officer currently occupies in the pay scale at the Department they are leaving. There is a cap at twenty-five (25) years of service an Officer may transfer for payroll purposes.

Notwithstanding Article 29, an Officer currently eligible for lateral appointment will be eligible for as much vacation leave that the Officer currently receives from the department they are leaving on their first day of employment with the Pekin Police Department. However, no Officer shall be eligible for more than two hundred (200) hours of vacation leave. Said Officers shall continue to accrue vacation leave at the level of vacation for which they entered the Pekin Police Department until the meet the requirements of the schedule of Article 29.

The years of service that an Officer from another police department transfers to the Pekin Police Department for purposes of payroll shall not be considered for purposes of seniority under Article 19. All laterals will start with no seniority.

Article 35 – Reimbursement for Damaged Personal Property

For damage, the context and occurrence of which was documented within 24 hours of the incident or when the employee reasonably should have known of the incident, the Employer agrees to repair or replace based on reasonable and customary cost of repair or replacement as necessary, an Employee's eye glasses, contact lenses and other personal effects (watches, personal jewelry and non-prescription sunglasses limited to $75), including uniforms if such are damaged and equipment if broken (items over two hundred fifty ($250.00) dollars as documented with and approved by the Chief), if during the course of the employees duties the employee is required to exert physical force, is attacked by another person or damage is caused during the performance of their duties. Items lost or damaged by an Officer's negligence are not eligible for reimbursement. Cellular phones and other personally owned electronic devices are not eligible for reimbursement.

Article 36 – General Provisions

Section 36.1 – Union Representative Visitations

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

Section 36.2 – Inoculations and Immunizations

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

Section 36.3 – General Provisions

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

Section 36.4 – Paid Leave Act

Because the paid leave provided in accordance with this Agreement including, but not limited to, sick days, well exceeds the leave provision required in the Paid Leave for All Workers Act (a maximum of 40 hours) and to avoid having to recategorize and administer certain pre-existing leave in accordance with the Act, the parties agree that the Act's provisions are waived in accordance with 820 ILCS 192/15(n).

Article 37 – Insurance

Section 37.1 – Basic Coverage

The health care plan provided by the City to the Union shall be the PBLC Health Plan or Union Plan. If the bargaining unit elects or is required to enroll its covered employees in the City's health insurance plan pursuant to this Section, such enrollment shall constitute a permanent and irrevocable election by the bargaining unit to remain under the City plan. Thereafter, the Union and employees covered by this Agreement shall have no right to reenroll in, return to, or require the City to provide or contribute toward the Union Plan, including the percentage contributions in this Section for the duration of this Agreement.

Effective May 1, 2026, the Employee's percentage contribution toward the total monthly premium for the level of insurance coverage selected by the Employee shall be as follows:

5/1/2026	5/1/2027	5/1/2028	5/1/2029
9%	10%	11%	12%

The above employee percentage contribution shall be paid by the employee retroactive to May 1, 2026.

For purposes of determining the City's contribution toward the Union Plan, the total monthly premium for each level of Union Plan coverage shall be compared with the actual monthly premium or cost for the corresponding level of coverage under the City's self-insured health plan, or any successor City health plan. The City's monthly contribution toward the Union Plan shall not exceed the amount the City would have contributed toward the corresponding level of coverage under the City plan. If the total monthly premium for the Union Plan is greater than the total monthly premium or cost for the corresponding level of coverage under the City plan, the employee shall pay:

a. The applicable employee contribution percentage provided above; and
b. The entire amount by which the Union Plan premium exceeds the premium or cost for the corresponding level of coverage under the City Plan.

Twice each calendar year, the City shall conduct a reconciliation of the City's contributions toward the Union Plan. Such reconciliations shall be completed in April and October and shall compare, for each applicable level of coverage, the amount actually contributed by the City toward the Union Plan with the amount the City would have contributed toward the corresponding level of coverage under the City Plan during the applicable reconciliation period. If the amount actually contributed by the City toward the Union Plan was less than the amount the City would have contributed toward the corresponding level of coverage under the City Plan, the City shall pay the resulting difference to the Union Plan or its designated fund. The April reconciliation shall cover the period beginning with the day following the end of the preceding reconciliation period through March 31, and the October reconciliation shall cover the period from April 1 through September 30. Notwithstanding the foregoing, the initial reconciliation period shall begin on May 1, 2026, and no reconciliation or payment shall be required for any period before May 1, 2026. Any payment due under this paragraph shall be made within thirty (30) calendar days after completion of the reconciliation.

The City's contribution and any additional employee payment required under this Section shall be recalculated whenever the premium or actual cost of coverage under either the Union Plan or the City plan changes.

If the Union Plan is dissolved, terminated, discontinued, becomes unavailable, or otherwise ceases to offer health insurance coverage to all employees covered by this Agreement, the employees shall be permitted to enroll in the City's then current health insurance plan at the earliest date permitted by the City Plan and applicable law and regulations. For the sake of clarity, no employee will be permitted to have the option to select to participate in either the Union or the City Plan. In order for any employee covered by this Agreement to be permitted to enroll in the City Plan, no employee(s) whatsoever covered under this Agreement can enroll in the Union Plan. Upon enrollment in the City Plan, each affected employee shall pay the applicable employee contribution percentage stated in this Section, calculated using the total monthly premium for the level of coverage selected under the City Plan.

The parties understand that the City's contribution is subject to change based upon any increase or decrease in the premium or actual cost of the City's self-insured health plan or any successor City health plan.

Section 37.2 – Compliance with Law

The Employer will otherwise make available medical insurance as required by law but will not be required to pay premiums for same. Any employee hired prior to May 1, 2020, and who retires after

May 1, 2010, shall be able to continue insurance in the applicable category (employee, family, etc.), and will share equally the applicable monthly rate with the City (the employee pays 50% and the City 50%) until the employee reaches the earlier of age 65 or eligibility for Medicare or the parties agree to change this provision.

Individuals hired after May 1, 2020, and who have retired from the City may elect to continue to participate in the City health insurance plan where they have such right under the Illinois Insurance or Pension Codes but shall be responsible for the entire premium cost of the coverage they elect.

Section 37.3 – Employee Term Life Insurance

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

Article 38 – Secondary Employment

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

Article 39 – Residency

Residency for Officers in general is repealed.

However, In the event that the Chief determines that a position necessitates an "immediate response" assignment to work, "immediate response" times shall not exceed one (1) hour in length. Employees currently with an "immediate response" assignment include, but are not limited to the following:

a. CIERT,
b. ILEAS,
c. K9, and
d. Investigations

Employees with an "immediate response" assignment shall live within a distance where response time to the Pekin Police Department is not to exceed one (1) hour in length.

Article 40 – Narcotics Canine Officer

Section 40.1 – Care and Maintenance

Any Officer assigned as a Narcotics canine Officer shall be compensated at half (1/2) an hour of straight pay per day for a total of 3.5 hours of straight pay per week to cover the daily continued care, maintenance, and grooming of the canine. The Narcotics canine Officer compensation shall be included during weekends, vacation day(s), compensation day(s), personal day(s), sick day(s), or any other day the Officer is not working their regular shift day unless the canine has been boarded.

Section 40.2 – Non-Duty Emergency Maintenance

Where an Officer assigned as a Narcotics canine Officer is required to expend additional time outside their regularly scheduled duty hours in the emergency care and maintenance of their assigned canine, they shall receive pay at time and one half (1 1/2) for such additional work provided the Officer obtains advanced authorization from the Canine Coordinator before engaging in such additional maintenance.

Section 40.3 – Kennel

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

The City shall be responsible for removal of the kennel within 90 days of reassignment.

Section 40.4 – Food and Medical Costs

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

Section 40.5 – Liability

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

Section 40.6 – Status Compensation

The Officer shall be compensated according to the provisions of Article 17 Sections 17.4 "call-back", 17.6 "On-call Status", and 17.9 "standby", for any assignments outside of the Officer's regular hours made specifically for the use of the canine.

Section 40.7 – Boarding

When any Officer assigned to the Narcotics Canine program is on vacation time, personal time, or compensatory time, the Canine Coordinator shall coordinate with the assigned handler to determine if the canine will be boarded.

When any Officer assigned to the Narcotics Canine program is on vacation time, personal time, or compensatory time and requests the City to board the canine, the Canine Coordinator shall make arrangements to board the canine at the City's expense. The request for boarding shall be made within a reasonable amount of time prior to the benefit time usage unless a situation precludes the request, i.e., a death in the immediate family or a serious injury in the immediate family.

When any Officer assigned to the Narcotics Canine program is on paid or unpaid administrative leave, the Canine Coordinator shall arrange for the canine to be boarded at the City's expense.

Section 40.8 – Non-K9 Overtime Opportunities

The assigned Narcotics canine handler will be available for overtime in compliance with the provisions of Section 17.7 Overtime Distribution.

Section 40.9 – Limitations

The Employer may call in the Narcotics Canine Officer without being in violation of any provisions for "Overtime Distribution" as long as the service being performed requires the use of the canine unit

(Examples: article search, vehicle search, drug searches, or any other event whereby prudent law enforcement practices recommend the use of a canine).

Section 40.10 – Damaged Clothing

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

Article 41 – Promotions

Definitions

Peer Review/Employee Confidence Rating: The numeric value given to a Sergeant promotional candidate based on the rater's confidence in a candidate's ability to perform the duties of Sergeant on the Pekin Police Department.

Command Points: Numeric value given to a Sergeant promotional candidate by the Chief of Police, Deputy Chiefs of Police and Lieutenants, which are derived from the numerical mean rating.

Sergeant Points: Numeric value given to a Sergeant promotional candidate by current employees holding the rank of Sergeant, which are derived from the numerical mean rating.

Total Weighted Score: The final score of a Sergeant promotional candidate which is comprised of the composite score of the written exam and assessment center having a 55% weight value, the command points having a 20% weight value, the Sergeant points having a 10% weight value, the peer review/employee confidence rating have a 10% weight value and education points have having a 5% weight value.

All scores will be calculated to the second decimal place.

Section 41.1 – Sergeants Promotional Exam and Scoring

To be included in the final eligibility list, the candidate must achieve at least a 70% overall score. Sergeants promotional testing shall be comprised of the following elements:

Written Exam:	30%
Command Points*:	20%
Assessment Center	25%
Sergeant Points*:	10%
Peer Review:	10%
Education:	5%
Total:	**100%**

Associates Degree: 1 Point
Bachelor's Degree: 3 Points
Master's Degree: 5 Points

*Derived from the numerical mean rating

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

Section 41.2 – Testing Procedure

Command Points and Sergeant Points

The City and the Union agree that the Command Points, Peer Review Points, and Sergeants Points shall be filed with the Fire and Police Commission and simultaneously disclosed to the Officers involved prior to either the Written Exam or the Assessment Center.

Peer Review/Employee Confidence Rating

An alphabetical list of Officers participating in the promotional process will be compiled for sworn departmental employees under the rank of Sergeant to complete the peer review/employee confidence rating.

All sworn personnel of the Pekin Police Department holding the rank of non-probationary police Officer, and who are not themselves participating in the promotional process, may complete an employee confidence rating for the Sergeant promotional candidates who are on the list. Employees wishing to complete an employee confidence rating are to rate five (5) Sergeant promotional candidates in rank order on how the rating employee believes the candidate would be able to perform the duties of a Sergeant. A ranking of "1" indicates the candidate is most qualified, a ranking of "2" indicates the candidate is the next most qualified, etc. Employee will rate only five (5) Sergeant candidates from the list. In the occurrence of having less than five (5) promotional candidates, the rating employee will rate the promotional candidates in the same manner with a ranking of "1" indicating the candidate is most qualified, a ranking of "2" indicating the candidate is the next most qualified, etc., until all candidates have been ranked. Candidates receiving ratings will be assigned point values as follows:

Rating Score	Points
1	5
2	4
3	3
4	2
5	1

The Sergeant promotional candidates' rating points will be totaled and converted to a percent score based on the total possible points. This score will carry a weight value of 10% toward the total weighted score.

The Peer Review/Employee Confidence rating will be managed and conducted by the Union.

The City and the Union agree that the Peer Review/Employee Confidence Rating scores shall be filed with the Fire and Police Commission and simultaneously disclosed to the Officers involved prior to either the Written Exam or the Assessment Center.

Written Exam	30%	100 points possible	Each point is worth .3%
Assessment	25%	100 points possible	Each point is worth .25%
Command Points	20%	20 points possible	Each point is worth 2%
Sergeant Points	10%	10 points possible	Each point is worth 1%
Peer Review	10%	210 (42x5) *# of Officers X 5 points*	Each point is worth 0.476%
Total	**100%**		

(Example)

Peer Review/Employee Confidence Rating

Maximum Score = 210 (42 Officers X 5 points = 210)

Candidate	Written Exam	Assessment	Command Points	Sergeant Points	Peer Review	Education	Weighted Score
A	100 **(30%)**	60 **(15%)**	16 **(16%)**	7 **(7%)**	168 **(8%)**	3 **(3%)**	**79%**
B	90 **(27%)**	80 **(20%)**	14 **(14%)**	10 **(10%)**	150 **(7.14%)**	1 **(1%)**	**79.14%**
C	80 **(24%)**	80 **(20%)**	20 **(20%)**	8 **(8%)**	208 **(9.90%)**	0 **(0%)**	**81.9%**
D	70 **(21%)**	50 **(12.5 %)**	18 **(18%)**	8 **(8%)**	168 **(8%)**	1 **(1%)**	**68.5%**
E	60 **(18%)**	90 **(22.5%)**	10 **(10%)**	6 **(6%)**	185 **(8.81%)**	3 **(3%)**	**68.31%**
F	50 **(15%)**	70 **(17.5%)**	6 **(6%)**	4 **(4%)**	120 **(5.71%)**	3 **(3%)**	**51.21%**
G	40 **(12%)**	50 **(12.5%)**	12 **(12%)**	3 **(3%)**	49 **(2.33%)**	5 **(5%)**	**46.83%**

Section 41.3 – Probationary Period for Promoted Sergeants

Any Officer promoted to the rank of Sergeant shall serve a probationary period not to exceed two-hundred and sixty (260) days worked from the effective date of promotion, which includes earned time off (e.g., vacation, compensatory, personnel, and sick time, but not to include FMLA, Military Time, PEDA, OJI, or other forms of leave.). During this probationary period, the City may demote the Sergeant back to their previous rank of Officer for cause. If demoted, the Officer shall retain all seniority as outlined in Article 19 and return to their former rank with no loss of accrued benefits or tenure.

A probationary Sergeant may be demoted for cause, including but not limited to:

a. **Failure to Perform Supervisory Duties**: Inability to effectively manage personnel, delegate tasks, or enforce department policies.
b. **Lack of Leadership or Command Presence**: Inability to lead, motivate, or gain respect from subordinates.
c. **Failure to Meet Performance Standards**: Inability to demonstrate competency in supervisory responsibilities, such as case management, decision-making, and operational leadership.
d. **Disciplinary Issues or Misconduct**: Any conduct or behavior that violates department policies, city regulations, or ethical standards.
e. **Ineffective Decision-Making**: Consistently poor judgement in tactical, operational, or administrative matters affecting department operations.
f. **Inability to Adapt to the Role**: Failure to transition effectively from an Officer to a Sergeant, including struggles with command responsibilities or policy enforcement.
g. **Failure to Maintain Public and Departmental Trust**: Loss of confidence from department leadership, peers, or subordinates due to actions or behaviors that undermine credibility.

If a probationary Sergeant is recommended for demotion, they shall receive a written notice specifying the reason(s) for the action. The written notice shall be issued prior to end of the two-hundred and sixty (260) days worked probationary period. The Sergeant may request a review meeting with the Chief of Police, as outlined in step 2 of Section 12.1, before the demotion is finalized. If, after the meeting with the Chief of Police, the grievance is not adjusted, the next steps of Section 12.1 shall be enforced.

Section 41.4 – Voluntary Demotions

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

Members of Upper Command who request a voluntary demotion shall be subject to the same criteria described above in Section 41.4 regarding the selection of shift and/or days off. In addition, any Upper Command member who voluntarily demotes shall be ineligible to participate in Union Insurance for a minimum of 365 days from the date of demotion. After 365 days have elapsed, the demoted employee shall re-enroll in Union Insurance during the applicable open enrollment period.

Section 41.5 – Involuntary Demotions

Supervisors who are involuntarily demoted may use their seniority to attain any shift and/or days off that they would be eligible for had they been included in the shift bid currently in place pursuant to 31.1 or 31.2.

Members of Upper Command involuntarily demoted will forfeit their seniority rights as per their selection of shift and/or days off until such time as they could use their seniority as provided in Section 31.1 or 31.2 to attain any shift and/or days off for which they would be eligible. In addition, any Upper Command member who is involuntarily demoted shall be ineligible to participate in Union Insurance for a minimum of 365 days from the date of demotion. After 365 days have elapsed, the demoted employee shall re-enroll in Union Insurance during the applicable open enrollment period.

Article 42 – Fitness for Duty Examinations/Evaluations

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

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

If the second doctor says the Officer is unfit the Officer shall not be returned to duty unless or until there are changed circumstances. If the second doctor says the Officer is fit. The doctor's report and supporting documents shall be provided to the original examining doctor at the same time the second

doctor issues his/her fitness report. It is understood that Employee HIPPA Authorization shall be required, and that information prohibited by law from disclosure shall not be provided to the parties.

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

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

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

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

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

Article 43 – Notices

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

To the City of Pekin: City Manager City Hall
111 S. Capitol Street
Pekin, IL 61554

To the Union: Policemen's Benevolent Labor Committee
840 S. Spring Street
Springfield, IL 62704

and

PBLC Union President
Pekin Police Department
111 S. Capitol Street
Pekin, IL 61554

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

Article 44 – Savings Clause

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

Article 45 – Complete Agreement

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

Article 46 – Duration

Section 46.1 – Recognition/Bargaining

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

Section 46.2 – Terms of Agreement

This Agreement shall be effective from May 1, 2026, and shall remain in full force and effect until April 30, 2030. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than one hundred twenty (120) days preceding expiration and no later than sixty (60) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark, written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 46.3 – Continuing Effect

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date only if negotiations or resolution of impasse procedures are continuing for a new agreement or part thereof between the parties. Upon expiration of this Agreement, wages as set forth in Article 34 shall remain at each Officer's or Sergeant's then-current rate of pay. Notwithstanding the foregoing, Officers affected by Section 34.3 shall continue to receive step increases as expressly outlined in this Agreement until the Officer reaches the two (2) years of service step.

Signatures

City of Pekin

By Mary J. Burress

Mayor Mary J Burress

Attest Paige Anderson, Deputy City Clerk

Pekin Police Benevolent Labor Committee

P.B.L.C Representative

Bargaining Committee

Membership Information

REPRESENTING ILLINOIS' FINEST

LABOR COMMITTEE

PBLC • 840 S. Spring St., Suite A • Springfield, IL 62704
217-523-5141 • *www.pbpa.org*

Please Print Legibly

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Home/Cell Phone: _____ Work Phone: _____

Email (non-work): _____

Employer: _____

Job Title: _____

Membership and Dues Authorization

I hereby authorize the Policemen's Benevolent Labor Committee (the "Union") to act as my exclusive bargaining representative in collective bargaining over wages, hours, and other terms and conditions of employment with my employer. My membership in the Union shall be continuous unless resigned pursuant to the Union's Termination of Membership procedure.* I understand that when a majority of my co-workers join in signing a card this card can be used to obtain certification of the Union as our exclusive bargaining representative without an election. I understand and acknowledge that this membership allows the Union to protect my employment rights and to represent me in such matters. I further understand and acknowledge that Union membership is required for me to be eligible for member benefits including Legal Defense Plan coverage for critical incidents, internal investigations, disciplinary proceedings, and other matters described in the Legal Defense Plan Document.**

I hereby voluntarily authorize the regular monthly deduction of dues and assessments as may be certified by the Union and direct my employer to forward those amounts to the Union in a timely manner. Such dues shall be deducted each pay period and remitted to the Policemen's Benevolent Labor Committee.

Signature: _____ Date: _____

IRS Disclaimer: Payments to the Union may be tax deductible as ordinary and necessary business expenses, however, they are not deductible as charitable donations for federal income tax purposes. Telephone Consumer Protection Act Statement: By providing my cell phone number, I understand that the Union and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis, and that I can unsubscribe from these messages. The Union will never charge for text message alerts; carrier message and data rates may apply to such texts. The Union will never sell your information or release it to any 3rd party for commercial purposes.

*See www.pbpa.org for further detail.

**See www.pbpa.org to view the plan document.

Submit a copy of this form to: PBLC (via email at office@pbpa.org; Fax: 217-523-7677; or mail at address above); Payroll; and Unit Leadership.

Procedure for Termination of Union Membership

REPRESENTING ILLINOIS' FINEST

LABOR COMMITTEE

If a member wishes to terminate their membership, an official **Notice of Intent to Resign** form must be completed, signed, and submitted to the Union office in Springfield, Illinois no sooner than 90 days and no later than 60 days prior to the expiration of the current, or if there is no bargaining agreement currently in effect, the next successor bargaining agreement applicable to their bargaining unit. Upon the expiration of the applicable bargaining agreement the member's resignation shall become effective, membership shall be terminated, as will all rights and representational benefits of Union membership.

NOTICE OF INTENT TO RESIGN

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Home/Cell Phone: _____ Work Phone: _____

Email (non-employer): _____

Employer: _____

Job Title: _____

Pursuant to the Union's membership termination procedure I hereby submit my resignation from membership. I understand that by signing this Notice of Intent to Resign I am hereby terminating my membership in the Union and waiving all benefits of membership including, but not limited to, Legal Defense Plan Coverage – representation by an attorney during or as a result of the following:
critical incidents, shooting and use of force investigations, work related criminal allegations, civil rights violations, internal investigations, disciplinary matters including representation at any hearings in relation to adverse employment action taken against me by my employer, grievance processing and arbitration regarding any matter.

I hereby terminate my membership and waive any and all rights to free Union representation of any kind. I understand and acknowledge that by terminating membership, I will not be eligible for specific Union member benefits, which could include contractual benefits such as retroactive pay increases. I understand and acknowledge that I will be responsible for the payment of the fees charged by the Union for legal representation for any employment related matter covered by the Union contract - and that I will be personally responsible for paying all fees and costs associated with any employment related matter, (including but not limited to, filing fees, expert witness fees, document production costs, transcription fees, arbitrator fees and all other costs). I hereby agree to indemnify and hold the Union harmless against any claim, demand, suit, or liability arising from any action resulting from or arising out of my resignation and waiver of Union representation.

Signature: _____ Date: _____

Policemen's Benevolent and Protective Association
Labor Committee
840 South Spring Street, Suite A
Springfield, Illinois 62704
Phone: (217) 523-5141 Fax: (217) 523-7677
www.pbpa.org

As you may be aware, according to the 2018 Supreme Court decision in Janus v. AFSCME the union is no longer permitted to collect fair share dues. Please consider becoming a member of the union. Here are a few good reasons why you may want to consider joining.

Since you are not paying dues, you are a not a member of the Union. The Union will continue to represent non-members, such as yourself, in collective bargaining. However, the Janus case states that Unions have the right to charge non-members for grievance processing, including disciplinary grievances.

Processing grievances to arbitration is very expensive. Arbitrator's fees are usually over $1500.00 for each day of the hearing. Arbitrators apply their fee not only for the actual day(s) of the hearing, but also when they are researching the case and writing their opinions. Often there are court reporter fees, expert witness fees, travel expenses and per diem to the arbitrator, etc.

In order to cover the costs associated with representing non-members who do not pay dues, effective immediately, the PBPA will be charging non-members for grievances, disciplinary matters and critical incidents according to the following fee schedule:

PBPA Administrative work:	**$75.00/hour**
PBPA Labor Representative work:	**$150.00/hour**
PBPA Attorney work:	**$250.00/hour**

In the event a non-member has a grievance matter that they would like to process to arbitration, a $10,000.00 pre-paid retainer, per incident, will be required. This is to cover time as well as all costs of arbitration.

The collective bargaining agreement legally belongs to the Union and we are responsible for its proper enforcement. As such, non-members will not be permitted to use non-PBPA attorneys for grievance matters.

Please consider joining the Union. Dues are $42.00 per month and you will receive all of the benefits of membership, including legal defense plan coverage, free of charge.

A dues deduction form is included in this letter should you decide to join.

Very truly yours,

Paul D. Williams

Paul D. Williams
Chairman
Policemen's Benevolent Labor Committee

Appendix B – Grievance Steps

(Use additional sheets where necessary)

Department: _____ Date Filed: _____

Grievant's Name:_____
Last First M.I.

Step One

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

Article(s) and Section(s) of Contract Violated: _____

Briefly State the Facts: _____

_____

_____

Remedy Sought: _____

_____

_____

Given To: _____ Date/Time: _____

_____ _____
Grievant's Signature PBLC Representative Signature

Employers Step One Response

_____

_____

_____

_____ _____
Employer Representative Signature Position

_____ _____
Person to Whom Response Given Date

Step Two

Reason for Advancing Grievance: _____

_____

Given To: _____ Date/Time: _____

_____ _____

Grievant's Signature PBLC Representative Signature

Employers Step Two Response

_____

_____

_____ _____

Employer Representative Signature Position

_____ _____

Person to Whom Response Given Date

Step Three

Reason for Advancing Grievance: _____

_____

Given To: _____ Date/Time: _____

_____ _____

Grievant's Signature PBLC Representative Signature

Employers Step Three Response

_____

_____

_____ _____

Employer Representative Signature Position

_____ _____

Person to Whom Response Given Date

Step Four

Reason for Advancing Grievance: _____

_____

Given To: _____ Date/Time: _____

_____ _____

Grievant's Signature PBLC Representative Signature

Employers Step Four Response

_____

_____

_____

_____

_____ _____

Employer Representative Signature Position

_____ _____

Person to Whom Response Given Date

Referral to Arbitration by PBLC

_____ _____

Person to Whom Referral Given Date

_____

PBLC Representative

Appendix C – Issued Uniform and Equipment List

(Refer to Article 28)

Quantity	Item
Uniforms, Badges, & Insignia:	
1	Short Sleeve Class B Uniform Shirt
1	Long Sleeve Class B Uniform Shirt
1	Long Sleeve Class A Uniform Shirt
2	Short Sleeve Class B Under Vest Uniform Shirts
2	Long Sleeve Class B Under Vest Uniform Shirts
2	Class B Uniform Pants
1	Class A Uniform Pant
1	Dress Coat
1	Heavy Uniform Coats with Removable Light Liner
1	Partial or Full-Length Raincoat Reversable
1	Uniform Hat
1	Uniform Hat Rain Cover
1	Ballcap with PD Embroidered Badge Number
1	Winter Stocking Cap
2	Metal Shirt Badges
1	PVC Badge
1	Sewn on Coat Badge
1	Wallet Badge
1	Hat Badge
2	Name Tags
1	Uniform Tie
1	Tie Clip
Body Armor/Outer Vest	
1	Body Armor Threat Level II with Trauma Plate
1	Outer Vest Carrier
Accessories:	
1	Inner Duty Belt
1	Outer Duty Belt
1	Dress Belt
1	High Gloss Dress Shoes
1	Holster
1	Molle Double Magazine Pouch w/ Rifle
1	Molle Double Cuff Case or 2 Molle Single Cuff Cases (Officer's Option)
1	Baton
1	Molle Baton Holder
1	Glove Pouch
2	Handcuffs

1	Flashlight Ring
1	Belt Keepers (Set of Four)
1	Police flashlight, Molle holder, wand, and charger
1	Taser
1	Taser Holster
1	Molle Pepper Spray Holder
1	Tourniquet and Molle Tourniquet Holder
1	Key Chain Holder
1	Full Length Handcuff Key
1	Molle Radio Holder
1	Silver Hat Band

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

Appendix D – Wage Matrices

(Refer to Article 34)

Officer Matrix - D1																								
		4.00%				3.50%				3.50%				3.50%				3.50%						
	2025 Base	2026 Base	Base + Longevity	Base Hourly	B + Longev.	2027 Base	Base + Longevity	Base Hourly	B + Longev.	2028 Base	Base + Longevity	Base Hourly	B + Longev.	2029 Base	Base + Longevity	Base Hourly	B + Longev.							
START	74,172.25	77,455.74	77,455.74	37.24	37.24	80,443.72	80,443.72	38.67	38.67	83,536.28	83,536.28	40.16	40.16	86,737.07	86,737.07	41.70	41.70							
6 MO	76,151.00	79,434.49	79,434.49	38.19	38.19	82,422.47	82,422.47	39.63	39.63	85,515.03	85,515.03	41.11	41.11	88,715.82	88,715.82	42.65	42.65							
1	78,129.75	81,413.24	81,413.24	39.14	39.14	84,401.22	84,401.22	40.58	40.58	87,493.78	87,493.78	42.06	42.06	90,694.57	90,694.57	43.60	43.60							
18 MO	80,108.50	83,391.99	83,391.99	40.09	40.09	86,379.97	86,379.97	41.53	41.53	89,472.53	89,472.53	43.02	43.02	92,673.32	92,673.32	44.55	44.55							
2	82,087.25	85,370.74	85,370.74	41.04	41.04	88,358.72	88,358.72	42.48	42.48	91,451.28	91,451.28	43.97	43.97	94,652.07	94,652.07	45.51	45.51							
3	82,441.47	85,739.13	85,739.13	41.22	41.22	88,740.00	88,740.00	42.66	42.66	91,845.90	91,845.90	44.16	44.16	95,060.51	95,060.51	45.70	45.70							
4	82,795.71	86,107.54	86,107.54	41.40	41.40	89,121.30	89,121.30	42.85	42.85	92,240.55	92,240.55	44.35	44.35	95,468.97	95,468.97	45.90	45.90							
5	83,149.92	86,475.91	88,649.60	41.57	42.62	89,502.57	91,686.40	43.03	44.08	92,635.16	94,827.20	44.54	45.59	95,877.39	98,051.20	46.09	47.14							
6	83,504.18	86,844.34	89,024.00	41.75	42.80	89,883.89	92,060.80	43.21	44.26	93,029.83	95,222.40	44.73	45.78	96,285.87	98,467.20	46.29	47.34							
7	83,858.40	87,212.74	89,398.40	41.93	42.98	90,265.19	92,456.00	43.40	44.45	93,424.47	95,617.60	44.92	45.97	96,694.33	98,883.20	46.49	47.54							
8	84,212.61	87,581.12	89,772.80	42.11	43.16	90,646.46	92,830.40	43.58	44.63	93,819.09	96,012.80	45.11	46.16	97,102.76	99,278.40	46.68	47.73							
9	84,566.84	87,949.51	90,126.40	42.28	43.33	91,027.74	93,204.80	43.76	44.81	94,213.71	96,408.00	45.30	46.35	97,511.19	99,694.40	46.88	47.93							
10	84,921.08	88,317.92	90,916.80	42.46	43.71	91,409.05	94,016.00	43.95	45.20	94,608.37	97,198.40	45.48	46.73	97,919.66	100,526.40	47.08	48.33							
11	85,275.30	88,686.31	91,291.20	42.64	43.89	91,790.33	94,390.40	44.13	45.38	95,002.99	97,593.60	45.67	46.92	98,328.09	100,921.60	47.27	48.52							
12	85,629.51	89,054.69	91,644.80	42.81	44.06	92,171.60	94,764.80	44.31	45.56	95,397.61	97,988.80	45.86	47.11	98,736.53	101,337.60	47.47	48.72							
13	85,983.74	89,423.09	92,019.20	42.99	44.24	92,552.90	95,160.00	44.50	45.75	95,792.25	98,384.00	46.05	47.30	99,144.98	101,753.60	47.67	48.92							
14	86,337.96	89,791.48	92,393.60	43.17	44.42	92,934.18	95,534.40	44.68	45.93	96,186.88	98,779.20	46.24	47.49	99,553.42	102,148.80	47.86	49.11							
15	86,692.20	90,159.89	94,016.00	43.35	45.20	93,315.49	97,156.80	44.86	46.71	96,581.53	100,422.40	46.43	48.28	99,961.88	103,812.80	48.06	49.91							
16	87,046.41	90,528.27	94,369.60	43.52	45.37	93,696.76	97,552.00	45.05	46.90	96,976.15	100,817.60	46.62	48.47	100,370.32	104,208.00	48.25	50.10							
17	87,400.64	90,896.66	94,744.00	43.70	45.55	94,078.04	97,926.40	45.23	47.08	97,370.77	101,212.80	46.81	48.66	100,778.75	104,624.00	48.45	50.30							
18	87,754.86	91,265.06	95,118.40	43.88	45.73	94,459.34	98,300.80	45.41	47.26	97,765.42	101,608.00	47.00	48.85	101,187.21	105,040.00	48.65	50.50							
19	88,109.10	91,633.46	95,472.00	44.05	45.90	94,840.63	98,696.00	45.60	47.45	98,160.05	102,003.20	47.19	49.04	101,595.65	105,435.20	48.84	50.69							
20	88,463.33	92,001.86	96,678.40	44.23	46.48	95,221.93	99,902.40	45.78	48.03	98,554.70	103,230.40	47.38	49.63	102,004.11	106,683.20	49.04	51.29							
21	88,817.55	92,370.25	97,052.80	44.41	46.66	95,603.21	100,276.80	45.96	48.21	98,949.32	103,625.60	47.57	49.82	102,412.55	107,099.20	49.24	51.49							
22	89,171.76	92,738.63	97,427.20	44.59	46.84	95,984.48	100,672.00	46.15	48.40	99,343.94	104,020.80	47.76	50.01	102,820.98	107,494.40	49.43	51.68							
23	89,526.01	93,107.05	97,780.80	44.76	47.01	96,365.80	101,046.40	46.33	48.58	99,738.60	104,416.00	47.95	50.20	103,229.45	107,910.40	49.63	51.88							
24	89,880.22	93,475.43	98,155.20	44.94	47.19	96,747.07	101,420.80	46.51	48.76	100,133.22	104,811.20	48.14	50.39	103,637.88	108,326.40	49.83	52.08							
25	90,234.44	93,843.82	99,465.60	45.12	47.82	97,128.35	102,752.00	46.70	49.40	100,527.84	106,142.40	48.33	51.03	104,046.31	109,657.60	50.02	52.72							
26	90,234.44	94,212.21	99,819.20	45.29	47.99	97,509.64	103,126.40	46.88	49.58	100,922.48	106,537.60	48.52	51.22	104,454.77	110,073.60	50.22	52.92							
27	90,234.44	94,580.60	100,193.60	45.47	48.17	97,890.92	103,500.80	47.06	49.76	101,317.10	106,932.80	48.71	51.41	104,863.20	110,489.60	50.42	53.12							
28	90,234.44	94,948.99	100,568.00	45.65	48.35	98,272.20	103,896.00	47.25	49.95	101,711.73	107,328.00	48.90	51.60	105,271.64	110,884.80	50.61	53.31							
29	90,234.44	95,317.38	100,942.40	45.83	48.53	98,653.49	104,270.40	47.43	50.13	102,106.36	107,723.20	49.09	51.79	105,680.08	111,300.80	50.81	53.51							
30	90,234.44	95,685.77	101,296.00	46.00	48.70	99,034.77	104,644.80	47.61	50.31	102,500.99	108,118.40	49.28	51.98	106,088.52	111,696.00	51.00	53.70							

Sergeant Matrix - D2																	
		4.00%				3.50%				3.50%				3.50%			
	2025 Base	2026 Base	Base + Longevity	Base Hourly	B + Longev.	2027 Base	Base + Longevity	Base Hourly	B + Longev.	2028 Base	Base + Longevity	Base Hourly	B + Longev.	2029 Base	Base + Longevity	Base Hourly	B + Longev.
START	98,644.71	102,590.50	102,590.50	49.32	49.32	106,181.17	106,181.17	51.05	51.05	109,897.51	109,897.51	52.84	52.84	113,743.92	113,743.92	54.68	54.68
1	98,998.93	102,958.89	102,958.89	49.50	49.50	106,562.45	106,562.45	51.23	51.23	110,292.14	110,292.14	53.03	53.03	114,152.36	114,152.36	54.88	54.88
2	99,353.14	103,327.26	103,327.26	49.68	49.68	106,943.71	106,943.71	51.42	51.42	110,686.74	110,686.74	53.21	53.21	114,560.78	114,560.78	55.08	55.08
3	99,707.37	103,695.67	103,695.67	49.85	49.85	107,325.02	107,328.00	51.60	51.60	111,081.40	111,072.00	53.40	53.40	114,969.25	114,961.60	55.27	55.27
4	100,061.60	104,064.06	104,064.06	50.03	50.03	107,706.30	107,702.40	51.78	51.78	111,476.02	111,467.20	53.59	53.59	115,377.68	115,377.60	55.47	55.47
5	100,415.81	104,432.44	105,580.80	50.21	50.76	108,087.58	109,241.60	51.97	52.52	111,870.65	113,006.40	53.78	54.33	115,786.12	116,937.60	55.67	56.22
6	100,770.03	104,800.83	105,955.20	50.39	50.94	108,468.86	109,616.00	52.15	52.70	112,265.27	113,401.60	53.97	54.52	116,194.55	117,332.80	55.86	56.41
7	101,124.26	105,169.23	106,308.80	50.56	51.11	108,850.15	109,990.40	52.33	52.88	112,659.91	113,796.80	54.16	54.71	116,603.01	117,748.80	56.06	56.61
8	101,478.48	105,537.62	106,683.20	50.74	51.29	109,231.44	110,385.60	52.52	53.07	113,054.54	114,192.00	54.35	54.90	117,011.45	118,164.80	56.26	56.81
9	101,832.69	105,906.00	107,057.60	50.92	51.47	109,612.71	110,760.00	52.70	53.25	113,449.15	114,587.20	54.54	55.09	117,419.87	118,560.00	56.45	57.00
10	102,186.90	106,274.38	107,827.20	51.09	51.84	109,993.98	111,550.40	52.88	53.63	113,843.77	115,398.40	54.73	55.48	117,828.30	119,392.00	56.65	57.40
11	102,541.13	106,642.77	108,201.60	51.27	52.02	110,375.27	111,945.60	53.07	53.82	114,238.40	115,793.60	54.92	55.67	118,236.74	119,787.20	56.84	57.59
12	102,895.63	107,011.45	108,576.00	51.45	52.20	110,756.85	112,320.00	53.25	54.00	114,633.34	116,188.80	55.11	55.86	118,645.51	120,203.20	57.04	57.79
13	103,249.57	107,379.55	108,929.60	51.62	52.37	111,137.83	112,694.40	53.43	54.18	115,027.65	116,584.00	55.30	56.05	119,053.62	120,619.20	57.24	57.99
14	103,603.79	107,747.94	109,304.00	51.80	52.55	111,519.12	113,068.80	53.61	54.36	115,422.29	116,979.20	55.49	56.24	119,462.07	121,014.40	57.43	58.18
15	103,958.01	108,116.33	110,094.40	51.98	52.93	111,900.40	113,880.00	53.80	54.75	115,816.91	117,790.40	55.68	56.63	119,870.50	121,846.40	57.63	58.58
16	104,312.22	108,484.71	110,468.80	52.16	53.11	112,281.67	114,254.40	53.98	54.93	116,211.53	118,185.60	55.87	56.82	120,278.93	122,262.40	57.83	58.78
17	104,666.46	108,853.12	110,822.40	52.33	53.28	112,662.98	114,628.80	54.16	55.11	116,606.18	118,580.80	56.06	57.01	120,687.40	122,657.60	58.02	58.97
18	105,020.68	109,221.51	111,196.80	52.51	53.46	113,044.26	115,024.00	54.35	55.30	117,000.81	118,976.00	56.25	57.20	121,095.84	123,073.60	58.22	59.17
19	105,374.88	109,589.88	111,571.20	52.69	53.64	113,425.53	115,398.40	54.53	55.48	117,395.42	119,371.20	56.44	57.39	121,504.26	123,489.60	58.42	59.37
20	105,729.11	109,958.27	112,340.80	52.86	54.01	113,806.81	116,188.80	54.71	55.86	117,790.05	120,182.40	56.63	57.78	121,912.70	124,300.80	58.61	59.76
21	106,083.35	110,326.68	112,715.20	53.04	54.19	114,188.11	116,584.00	54.90	56.05	118,184.69	120,577.60	56.82	57.97	122,321.15	124,716.80	58.81	59.96
22	106,437.55	110,695.05	113,089.60	53.22	54.37	114,569.38	116,958.40	55.08	56.23	118,579.31	120,972.80	57.01	58.16	122,729.59	125,112.00	59.00	60.15
23	106,791.77	111,063.44	113,464.00	53.40	54.55	114,950.66	117,332.80	55.26	56.41	118,973.93	121,368.00	57.20	58.35	123,138.02	125,528.00	59.20	60.35
24	107,146.00	111,431.84	113,817.60	53.57	54.72	115,331.95	117,728.00	55.45	56.60	119,368.57	121,763.20	57.39	58.54	123,546.47	125,944.00	59.40	60.55
25	107,500.20	111,800.21	114,192.00	53.75	54.90	115,713.22	118,102.40	55.63	56.78	119,763.18	122,158.40	57.58	58.73	123,954.89	126,339.20	59.59	60.74

Appendix E – Conference and Meeting Expenses

(Refer to Article 23)

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 of Pekin will regulate the reimbursement of all travel, meal and lodging expenses to its employees.

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. City owned vehicles shall be used whenever possible and is the preferred form of transportation. If private vehicle is used for travel, the transportation allowance shall be at the current allowable Internal Revenue Service rate and based upon the trip originating and ending at City Hall, plus tolls and parking. Prior to the date of travel by use of a privately owned vehicle, the employee must provide proof of a valid driver's license issued by the State of Illinois and automobile insurance coverage in an amount not less than that required by the Illinois Vehicle Code to the Human Resources office. If air or train travel is selected, it will be at coach-class fare. The City will pay the cost of round-trip fare, the cost of employee travel to and from the employee's home and the terminal, the cost of employee parking at the terminal, and the cost of transportation to and from the point of arrival/departure and the conference/meeting center. 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 carpool 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.

Lodging will be offered on all multi-day conferences or events that are more than 75 miles from the City of Pekin Police Department. Lodging will be offered on all one (1) day conferences or events that are more than 100 miles from the City of Pekin Police Department. When the event is more than 100 miles from the City of Pekin, the City will pay for lodging on the evening before a conference, event, or training only when the conference or event 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 100 miles from the City of Pekin.

Meals and Incidental Expenses: Per Diem Basis – The City will reimburse employees for meals based on United States General Services Administration per the M & IE Breakdown chart. Meal reimbursements will only be made for conferences, events, or training when traveling outside the City of Pekin limits for a conference or event not sponsored by the City of Pekin. For travel out of state, the maximum daily meal reimbursement will be determined by the current IRS Per Diem Rate. Under the per diem basis, no receipts are necessary to turn in.

Reimbursements will only be made for actual expenses incurred and with complete receipts attached to the reimbursement form. Any expense reimbursement over $2,000 must be approved by the City Council prior to the reimbursement on the next available accounts payable run.

Advances for travel expenses may be provided to an employee by submitting a travel, meal, and expenses reimbursement form to the department head for approval and upon final approval by the finance department and the supervisor and will be paid on a regular accounts payable run.

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 responsible Department Head, to cover estimated expenses of the travel; reconciliation of the advance with the actual expense receipts shall take place as soon as possible, but no later than 30 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.