

MEMORANDUM

January 12, 2023

TO: Mayor John P. Kahl and Members of the City Council
FROM: City Attorney's Office (Scott A. Brunton)
SUBJECT: Police Collective Bargaining Agreement (2019-2022)

DISCUSSION:

The attached Resolution pertains to a new three-year Collective Bargaining Agreement covering the City's police officers represented by the Policemen's Benevolent Labor Committee. The Agreement covers the period of May 1, 2019, through April 30, 2022. Because the City and the Union could not agree upon a wage increase and reached a bargaining impasse, the wages set forth in the Collective Bargaining Agreement are those imposed by an arbitrator pursuant a recently issued decision in December 2022 following the interest arbitration hearing that was held in August 2020. Pursuant to the arbitrator's recent decision, a salary increase of 2.25% was awarded for each year of the three-year agreement. These salary increases will be implemented on a retroactive basis for each of the three years of this three-year agreement.

RECOMMENDATION: Approval.

RESOLUTION NO. 2223-127

East Peoria, Illinois

_____, 2023

RESOLUTION BY COMMISSIONER _____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, THAT the Agreement between the CITY OF EAST PEORIA, ILLINOIS, and POLICEMEN'S BENEVOLENT LABOR COMMITTEE, acting as exclusive bargaining representative of the policemen serving in the City Police Department, for a three (3) year term commencing May 1, 2019, and terminating on April 30, 2022, a copy of which Agreement is attached hereto and made a part hereof, be and the same is hereby approved, and the Mayor and City Clerk are authorized and directed to execute same on behalf of the City, to be effective immediately upon execution.

APPROVED:

Mayor

ATTEST:

City Clerk

AGREEMENT BETWEEN
CITY OF EAST PEORIA, ILLINOIS

AND

POLICEMEN'S BENEVOLENT LABOR COMMITTEE
(POLICE)

2019-2022

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AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, by and between the CITY OF EAST PEORIA, ILLINOIS, (hereinafter called the "City") and POLICEMEN'S BENEVOLENT LABOR COMMITTEE (hereinafter called the "Union"). This Agreement shall also be binding upon the parties' respective successors:

WITNESSETH:

SCOPE

WHEREAS, the Union was selected as the sole and exclusive bargaining agent in a secret ballot election conducted by the Illinois Labor Relations Board (ILRB) on May 9, 2002, in ILRB Case No. S-RC-02-038;

WHEREAS, this Agreement has as its purpose the promotion of harmonious relations between the City and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment;

WHEREAS, it is the intention of this Agreement to provide, where not otherwise mandated by statute for the salary structure, fringe benefits and employment conditions of the patrolmen covered by this Agreement, to prevent interruptions of work and interference with the efficient operation of the Police Department, and to provide an orderly and prompt method for handling and processing grievances.

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE I

Representation and Recognition

The City recognizes the Union as the sole and exclusive bargaining agent for all regular full-time patrolmen of the City's Police Department, but excluding the Chief of Police, Deputy Chiefs, Sergeants and all other employees of the Police Department.

ARTICLE II

Union Security

Section 2.1 Check-Off. Upon receipt of a lawfully executed written authorization from a patrolman, which may be revoked by the patrolman in writing at any time, the City

agrees for the duration of this Agreement to deduct the regular monthly Union dues of such patrolman from his pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the City in writing of the exact amount of such regular membership dues to be deducted.

Section 2.2 The City agrees to deduct from the pay of those employees who individually request it Policemen's Benevolent and Protective Association dues and PB&PA Local #36 dues.

Section 2.3 Indemnification. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE III

Fair Share

[repealed under Janus v. AFSCME Council 31, 138 S.Ct. 2448 (2018)]

ARTICLE IV

Management Rights

Section 4.1 It is recognized that, except as stated herein, the City shall retain whatever rights and authority are necessary for it to carry out effectively its police functions under the laws of the State of Illinois, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement. Among the rights retained in this Agreement is the City's right to direct the working forces; to plan, direct and control all the operations and services of the Police Department; to determine the methods, means, organization and personnel by which such operations and services are to be conducted; to assign and transfer patrolmen; to schedule the working hours; to hire, promote, demote, suspend, discipline, discharge or relieve patrolmen for lack of work or for other legitimate reasons subject to the Rules and Regulations of the Fire and Police Commission; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; provided, however, that the exercise

of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE V

Hours of Work and Overtime

Section 5.1 Application of this Article. This Article shall not be construed as a guarantee of hours of work per day or per week. Overtime shall not be paid more than once for the same hours worked.

Section 5.2 Work Week. The normal work week shall consist of forty (40) hours per week and such additional time as may from time to time be required to serve and protect the citizens of the City. Both parties agree that the Police Department must operate twenty-four (24) hours a day and seven (7) days a week. The normal work week shall consist of five (5) consecutive eight hour days. Eight consecutive hours of work within a 24-hour period shall constitute a regular work day. Eight consecutive hours of work shall constitute a work shift. All patrolmen shall normally be scheduled to work on a regular work shift and each work shift shall have a starting and quitting time.

Section 5.3 Overtime Pay. For purposes of complying with the Fair Labor Standards Act, commencing July 1, 1987, the "work period" as that term is used in §7(k) of the Fair Labor Standards Act shall be seven (7) calendar days coinciding with the patrolman's scheduled duty week. The City shall pay overtime at time and one-half for all work over forty (40) hours within the work period, pursuant to the requirements of the Fair Labor Standards Act.

Section 5.4 Court Time. Patrolmen shall be paid their regular hourly rate of pay for all hours worked outside their regular working hours for court time. Court time shall be defined as necessary appearance before courts and grand juries i.e., from the time set for the patrolman's appearance until the trial or hearing is finished or the patrolman is excused, the patrolman shall be compensated. A continuance or re-hearing for another date shall constitute an additional appearance if such is requested by the court or grand jury. A patrolman shall be entitled to a minimum of three (3) hours' pay for each appearance as above defined, but shall make an accurate written report of actual time expended to the Chief or his designee. If a patrolman is assigned court in the morning and afternoon of the same calendar day, it shall constitute two court appearances. But if

a patrolman's court time overlaps with his regular duty time, he shall only receive additional court time pay for the time actually worked in addition to his regular duty time. If the officer's court time begins or ends within fifteen (15) minutes of his regular scheduled duty, it shall be considered a continuation of the officer's regular shift and the City shall not be required to pay the three (3) hour minimum.

Section 5.5 Additional Work Distribution. Additional work shall be distributed among patrolmen equally by means of two (2) call-in seniority rosters. One (1) roster shall be for an eight (8) hour shift and the other roster for anything less than eight (8) hours. It shall be the responsibility of the Union to maintain these rosters.

Section 5.6 Call-Out Compensation. Patrolmen shall be compensated for the actual time worked at one and one-half (1½) times the regular hourly rate or for two (2) hours, whichever is greater, when called out for service during off-duty time, provided that such compensation will not be paid when called out for meetings with the Chief of Police during the fifteen (15) minutes immediately preceding or following a patrolman's regular shift. The call-out overtime shall be compensated by either pay or earned time off at time and one-half (1½), consistent with Section 5.9. The patrolman shall advise his supervisor of his choice of compensation.

Section 5.7 Rest Period Between Shifts. Patrolmen who for any reason work a double shift shall receive a thirty (30) minute rest period before they start to work on such additional shift.

Section 5.8 Shift Shortages. Shifts shall not be operated to the detriment of the safety of the men and the effectiveness of the department. Shifts shall be filled in the following manner:

The minimum number of full time patrolmen working each day shall be as follows:

| | | | |
|-----------|-------------------|---|-------------|
| 1st Shift | (0600-1400 Hours) | = | 4 Patrolmen |
| 2nd Shift | (1400-2200 Hours) | = | 5 Patrolmen |
| 3rd Shift | (2200-0600 Hours) | = | 4 Patrolmen |

Any disagreement arising out of this provision can be taken through the grievance procedure.

Section 5.9 Earned Time Off. When a patrolman performs additional work beyond the forty (40) hour work week, he shall have the option of receiving pay in cash or in time off at time and one-half, subject to the following:

- (a) A patrolman may add Earned Time Off to vacation time up to a maximum of five (5) days.
- (b) Patrolmen will not be allowed to carry over from calendar year to calendar year more than forty (40) hours of ETO. Any and all ETO accrued beyond forty (40) hours shall be purchased by the City. Patrolmen shall receive payment for such additional ETO no later than the fifteenth (15) day of January of any given year. Such payment shall be made separately from a patrolman's regular pay check. For the purposes of clarification, the forty (40) hour cap only applies to the amount of ETO that a patrolman can carry over from one calendar year to the next. It is not a cap on how much ETO can be accrued and used in any given calendar year. For purposes of this Agreement there is no cap on the amount of ETO that can be earned in any given calendar year, but at any given time a patrolman may not have more than two hundred (200) hours. Any overtime hours exceeding this cap shall be paid when worked. The amount of ETO that can be used in any given calendar year shall be subject to the provisions of subsection (c) immediately following.
- (c) Requests to use ETO must be scheduled and approved. Requests to schedule ETO less than thirty (30) days in advance shall be approved or denied within 24 hours of the request being made. All requests for ETO shall be made a minimum of forty-eight (48) hours prior to its proposed use. If such request is made with less than forty-eight (48) hours' notice, it shall be approved or denied at the complete discretion of the Department. If such request is made forty-eight (48) hours or more in advance of the proposed use, it shall only be denied if it will require the Department to hire back another patrolman at an overtime rate of pay to fill the vacant slot. ETO may be requested more than one (1) month in advance of the day(s) off requested, but such request(s) need not be approved or denied more than twenty-nine (29) days in advance of the day(s) off requested.

ARTICLE VI

Conditions of Employment

Section 6.1 Clothing Allowance. The City shall provide each officer and detective with a check on May 15th of each contract year for clothing allowance in the amount of \$1,100. The City will provide a complete uniform to a new hire. If the new hire separates from employment within twelve months, all items must be returned to the City. On the first May 15th following employment the new hire shall receive a pro rata uniform allowance.

If the City requires a mandatory change in uniform styles, the City shall pay for the increased cost to the employee occasioned by such change.

Section 6.2 Lunch and Rest Periods. Each patrolman shall be granted a thirty (30) minute lunch period as near as practical to normal eating hours and shall be granted two (2) rest periods of fifteen (15) minutes duration each eight-hour shift. During such lunch and rest period, the patrolman shall be available in case of an emergency.

Section 6.3 Promotions. Promotions shall be made in accordance with the Rules and Regulations of the Fire and Police Commission as the same are now in force or may from time to time be amended.

Section 6.4 Meetings with Chief of Police. At the written request of the Union or the Chief of Police, the Chief shall meet with the Union representatives to discuss matters relating to the operation of the Police Department. These meetings shall not be for the purpose of discussing matters which are subjects of the grievance arbitration provisions of this Agreement. This section does not prohibit the Chief of Police from calling meetings at any time or for any purpose appropriate to the operation and good of the Police Department. The City shall pay patrolmen at the appropriate hourly rate of pay for required attendance during off duty hours at meetings called by the City.

Section 6.5 Scheduling Changes. The City shall notify patrolmen of any schedule changes as soon as possible.

Section 6.6 Training. The City shall provide such annual police training as the Chief of Police deems advisable and practical and within budget limitations. Patrolmen shall be paid at the appropriate hourly rate of pay for all hours outside their regular working hours for attending required training sessions with a minimum of one (1) hour. For purposes of this section, "required training" shall be that basic training necessary in order to perform the duties of a patrol officer, that training specifically directed by the Chief as being mandatory and that training for which the Chief specifically declares the officer will be paid for attending.

Section 6.7 Duty Manual. The Union agrees to abide by reasonable rules and regulations of the Duty Manual adopted by the City as now in force or may from time to time be amended insofar as any amendments to the Duty Manual do not conflict with the express terms of this Agreement. The Duty Manual shall not be subject to the grievance and arbitration provisions set forth in this Agreement.

Section 6.8 Discipline. No officer shall be disciplined without just cause. Discipline in the Department shall be progressive and corrective. Discipline imposed shall be commensurate with the offense committed and when the circumstances warrant, more severe discipline may be imposed for a first offense.

The Chief of Police shall have the authority to suspend an officer for up to five (5) calendar days. If the Chief believes that an alleged infraction warrants a suspension in excess of five (5) calendar days, he may request of the Mayor that a suspension of more than five (5), not to exceed thirty (30) calendar days, or termination of employment be imposed. Only the Mayor shall have the authority to impose a suspension in excess of five (5) calendar days, not to exceed thirty (30) calendar days, or to terminate an officer's employment.

Any suspension in excess of three (3) working days may be appealed to grievance arbitration as per Article XV hereof. Any suspension of three (3) working days or less or any other discipline may be appealed by the officer to the Mayor within five (5) days of the disciplinary action. In the event the officer chooses to appeal to the Mayor, the officer will not be subject to any increase in discipline; provided, however, that any decision by the Mayor shall be final and shall not be subject to grievance arbitration. Any written reprimands issued by the Department shall be removed from the officer's file if no further discipline is imposed after a period of two (2) years. This Section 6.8 shall not apply to probationary employees.

If any court determines that the Mayor is not, under this Section, vested with the lawful authority to impose a suspension in excess of five (5) calendar days or to terminate an officer's employment, or if any court determines that the alternative form of due process set forth here authorizing grievance arbitration is unlawful, then the alternative form of due process set forth here shall be null and void and the language of Section 6.7 found in the collective bargaining agreement in effect on April 30, 2006 shall be reinstated and the Chief of Police may proceed accordingly to suspend the officer for up to five (5) days or to bring charges before the Fire and Police Commission.

ARTICLE VII

Holidays

Section 7.1 The City shall observe for all regular full-time patrolmen the following holidays:

- New Year's Eve Day
- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day

As used in this Agreement "holiday(s)" refers to the day of actual observance. (Day of actual observance shall mean the date of the actual holiday, i.e. New Year's Day is January 1, Independence Day is July 4, etc., except that Memorial Day, Labor Day and Martin Luther King, Jr. Day shall be on the Monday such holiday is observed generally.)

Section 7.2 Patrolmen shall on December 1 of each year of this Agreement receive eight (8) hours of additional pay for each of the above scheduled holidays, regardless of whether or not said patrolman worked said holiday. Such payment shall be for the holidays falling during the contract year. An employee whose employment terminates before December 1st shall be paid only for those holidays having occurred during the contract year and prior to the termination. An employee terminating employment between December 1st and the last day of the contract year shall reimburse the City for any holiday pay received, but not earned. Patrolmen required to work on one of the above holidays shall be paid at time and one-half for actually working on the holiday. Patrolmen required to work overtime on one of the above holidays shall be paid at two (2) times their regular rate of pay for all overtime hours actually worked on the holiday. However, the Chief shall have the right to reduce the number of patrolmen working on any given holiday, subject to the minimum manning requirements set forth in Section 5.8. When the Chief reduces the number of patrolmen working on any given holiday, the patrolmen who shall then have the holiday off shall be determined by the annual shift bid. Patrolmen shall only be allowed to bid for one holiday per rotation and the bid shall be conducted by the Union.

ARTICLE VIII

Vacations

Section 8.1 Eligibility for Vacations. All regular bargaining unit patrolmen who have been continuously employed by the City for a period of at least twelve (12) successive months shall be entitled to a vacation as follows:

| <u>Years of Continuous Service</u> | <u>Length of Vacations</u> |
|------------------------------------|---------------------------------|
| 1 year but less than 2 years | 1 calendar week (5 duty days) |
| 2 years but less than 8 years | 2 calendar weeks (10 duty days) |
| 8 years but less than 13 years | 3 calendar weeks (15 duty days) |
| 13 years but less than 20 years | 4 calendar weeks (20 duty days) |
| 20 years or more | 5 calendar weeks (25 duty days) |

A patrolman's anniversary date of employment shall be used in determining his eligibility for vacation, except that after one full year of employment, a patrolman may be allowed to take vacation that has already accrued on a monthly basis.

Section 8.2 For each week of vacation, a patrolman shall be entitled to an allowance of forty (40) hours' pay at his regular hourly rate of pay.

Section 8.3 The City will have one week's advance notice if the patrolman changes the scheduled vacation date. The patrolman will have one week's advance notice if the City changes his vacation date.

Section 8.4 The vacation period for each patrolman shall begin with his anniversary date. All vacations must be completed by the end of the anniversary year and are not cumulative. Patrolmen will not lose vacation time because of the City's inability to schedule it. Such vacation time shall carry over and be used during an additional 30 days.

Section 8.5 Choice of vacation dates shall be granted whenever practical, but the operating requirements of the Police Department as determined by the Chief of Police shall prevail. Normally only one patrolman per shift shall be allowed vacation time for any given period of time, but the Chief may at his discretion accommodate requests from more than one patrolman consistent with the operational requirements of the Police Department. Between May 1 and September 1, no more than two (2) weeks vacation time shall be taken at any one time unless available after seniority requests. Request for

vacation time shall be granted by seniority in the following order. Requests received by January 28 shall be scheduled by seniority and granted no later than March 1 of each calendar year. Approved vacations shall not be cancelled by reason of other patrolmen being on sick leave or OJI or simply by reason of other situations creating overtime. Patrolmen may include up to five (5) days ETO time as part of their vacation bid.

Section 8.6 Any patrolman who is laid off, discharged, retired or separated from the service of the City for any reason prior to taking his annual vacation shall be compensated in cash for the unused vacation he had accumulated at the time of separation.

ARTICLE IX

Leaves

Section 9.1 Sick Leave. Any patrolmen shall be entitled to paid sick leave which shall accrue at the rate of one and one-quarter (1 1/4) work days for each completed month of service. Unused sick leave may be accumulated up to a maximum of one hundred twenty (120) work days. Sick leave may be used for illness, disability, injury of the patrolman, or grave (very serious) illness of a member of the patrolman's household that requires the patrolman's personal care and attention. For purposes of definition, members of the patrolman's household shall be spouse, parent, brother, sister, children, or any relative or person living in the patrolman's household for whom the patrolman has custodial responsibility or where such person is financially and emotionally dependent on the patrolman and where the presence of the patrolman is needed. Such days must be used in increments of not less than four (4) hours at a time, unless approved by the Chief of Police. The City will not discipline a patrolman for legitimate use of sick days. The City may request evidence of use of sick time if reasonable grounds exist to suspect abuse. Abuse of sick time is the utilization of sick days for reasons other than those stated in this Agreement.

Section 9.2 Sick leave will be paid at the patrolman's regular hourly rate.

Section 9.3 Sick leave shall not be considered a privilege which a patrolman may use at his discretion, but shall be allowed only in case of necessity and actual sickness or disability.

Section 9.4 A patrolman who is self-employed or works for another employer while on sick leave or on unpaid leave in accordance with Section 9.9 shall be subject to

disciplinary action, except that a patrolman may in exceptional circumstances and at the sole discretion of the Chief be self-employed or work for another employer on a part-time casual basis while on sick leave.

Section 9.5 When a patrolman terminates his employment with the Police Department, all sick leave credits shall be cancelled except in cases of retirement or death.

Section 9.6 A certificate from a reputable physician may be required as evidence of illness before compensation for a period of illness of three (3) days or more is allowed.

Section 9.7 Upon retirement, a patrolman may use his accumulated sick days to retire early or work until retirement date and receive cash payment for unused accumulated sick leave. The estate of a patrolman who dies during active employment shall receive cash payment for unused accumulated sick leave.

Section 9.8 In the event than an eligible patrolman is denied the right to use accumulated paid sick leave or if the accumulated paid sick leave available under this Article to a patrolman is for less than a twelve (12) week period, the additional days of leave necessary to attain twelve (12) weeks of leave per twelve (12) month period for the birth or adoption of a son or daughter, when the patrolman is needed to care for a child, spouse or parent who has a serious health condition or when the patrolman is unable to perform the functions of his or her position because of a serious health condition shall be provided without compensation; provided, the accumulated paid sick leave available under this Article must first be exhausted. An eligible patrolman shall be defined to be a patrolman with at least one (1) year of creditable service and then has worked at least 1,250 hours during the twelve (12) month period preceding the commencement of the leave period.

The Chief may require medical certification to support a claim for leave under this section. In his discretion, the Chief may require additional medical opinions and periodic recertifications. When the need for leave is foreseeable, a patrolman must provide reasonable notice prior to the leave. In cases of illness, the patrolman shall report periodically on leave status and intention to return to work.

For purposes of this section only, a patrolman who is granted an approved leave of absence shall continue to receive group insurance benefits for up to twelve (12) weeks at the level and under the conditions that the coverage would be provided if the patrolman

had continued work and had not taken leave. In the event that a patrolman elects not to return to work upon completion of an approved unpaid leave of absence, the patrolman must reimburse the employer for the cost of any payments made to maintain the patrolman's coverage.

Section 9.9 Military Leave. Any patrolman who is a member of a reserve force of the United States or this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence with pay during the period of such activity amounting to the difference between his normal police salary and the amount received from military service. Any patrolman who is drafted into the active service in the armed forces of the United States while employed by the City shall be granted a leave of absence without pay for the period of such active service.

Section 9.10 Bereavement. Regular, full-time employees will be allowed up to three (3) working days off with pay (or one (1) duty day for employees working a twenty-four (24) hour schedule) to make arrangements for and/or to attend the funeral of a member of the employee's immediate family, provided the employee gives as much advance notice as possible to the immediate Supervisor and the Department Head. "Immediate family" shall include the employee's father, mother, father-in-law, mother-in-law, spouse, civil union partner, child, brother, sister, grandparent, spouse's grandparent, civil union partner's grandparent, grandchild, step-child, step-parent, brother-in-law, or sister-in-law. "Brother-in-law" shall mean sister's husband or spouse's brother. "Sister-in-law" shall mean brother's wife or spouse's sister. The employee may be required to produce adequate proof of death and relationship to the decedent to be eligible for pay under this policy. If additional time off is needed or requested by the employee, the employee's immediate Supervisor or Department Head, or the City Administrator (or in the absence or unavailability of a City Administrator, the Mayor shall perform all duties and fulfill all responsibilities set forth in this Section of the Manual), may approve the employee's use of the employee's available unused sick leave, vacation days, or personal leave days for such additional bereavement leave.

As used in this section, "child" shall mean a child who is the employee's biological child, adopted child, foster child, step-child, legal ward, or a child over which the employee stands "in loco parentis". In the case of the death of a child, an employee may take an

additional seven (7) days of sick leave for a total of ten (10) days of bereavement leave. If the employee does not have available sick leave at the time of the child's death, these additional days when no sick leave days are available shall be taken as other available paid leave, or if no paid leave days are available, as unpaid leave. Any of these ten (10) bereavement days can be taken at any time during the 60-day period after the child's death. In the case of the death of more than one child during a twelve-month period, the employee may take up to a total of six (6) weeks of bereavement leave under the terms provided herein during the twelve-month period.

When taking bereavement leave, such bereavement leave period shall run concurrent with any leave being taken under the federal Family and Medical Leave Act.

Section 9.11 Personal Leave. The purpose of personal leave is to insure that patrolmen do not suffer a loss of income when personal business requires their absence from work. Patrolmen shall be eligible for personal leave, which leave shall be used in increments of ½ day or 1 day, except with the written approval of the shift commander, personal leave can be taken in increments as small as two (2) hours. The purpose of personal leave is to provide for a continuation of compensation when the patrolman is legitimately absent to handle personal business, provided proper notice is given in advance of the patrolman's absence. As of the 1st day of May of each year, each employee will be credited with five personal leave days. A new patrolman shall receive personal leave on a pro-rata basis until the 1st day of May subsequent to said patrolman's hiring. Where personal leave is not used during the fiscal year, the unused days shall not accrue or accumulate to the next year. Patrolmen shall not receive any additional compensation for unused days of personal leave, and may not use more than five days in any fiscal year. Personal leave may be denied if it will result in more than two patrolmen being off during the shift or require the Department to hire back another patrolman at an overtime rate of pay to fill the vacant slot.

ARTICLE X

Seniority

Section 10.1 Definition. Seniority is a patrolman's length of continuous service with the Police Department, dating from his last date of hire.

Section 10.2 Probationary Period. Pursuant to the Rules and Regulations of the Board of Fire and Police Commissioners of the City of East Peoria, Illinois, each patrolman receiving an original appointment shall be on probation for a period of twelve (12) months, exclusive of time on leave and time on training as required by the Illinois Law Enforcement Training Standards Board.

Section 10.3 Shift Preference. (a) Shift preference shall be granted in accordance with seniority. Seniority shall govern at all scheduled shift changes which shall occur on or before the 31st of January. (b) Based on seniority, a patrolman shall be given the opportunity to perform an assigned task. If such performance is not satisfactory as determined solely by the Chief of Police, the Chief shall have the right to assign said task to the next senior patrolman. (c) These seniority clauses shall not include special assignments unrelated to patrol functions made by the Chief of Police solely at his discretion.

Section 10.4 Layoff and Recall. During a reduction in force, patrolmen shall be laid off in accordance with statute. Patrolmen shall be recalled pursuant to statute.

Section 10.5 Termination of Seniority. Seniority, and the employment relations, shall be terminated when a patrolman:

- (a) Quits;
- (b) Is discharged.

Section 10.6 Seniority List. Once each year the City will furnish the Union with an up-to-date seniority list.

ARTICLE XI

Wages

Section 11.1 Salary Schedule. Base salaries shall be as follows:

Patrolman 0-1 year

| | | |
|-----------|-----------|-----------|
| 2019-2020 | 2020-2021 | 2021-2022 |
| \$46,547 | \$47,594 | \$48,665 |

Patrolman 1-2 years

| | | |
|-----------|-----------|-----------|
| 2019-2020 | 2020-2021 | 2021-2022 |
| \$56,976 | \$58,258 | \$59,569 |

| | | | |
|------------------------|-----------|-----------|-----------|
| Patrolman 2-3 years | | | |
| | 2019-2020 | 2020-2021 | 2021-2022 |
| | \$70,533 | \$72,120 | \$73,743 |
| Patrolman over 3 years | | | |
| | 2019-2020 | 2020-2021 | 2021-2022 |
| | \$83,667 | \$85,550 | \$87,475 |

Section 11.1(a) Regular hourly rate shall be defined as a patrolman's base hourly pay with whatever longevity and education allowance added that would be due that patrolman.

Section 11.2 Longevity Allowance. All patrolmen employed at the time this Agreement is executed, in addition to their base salary, shall receive longevity pay of two percent (2%) for each three (3) years of service from date of hire, said allowance not to exceed a ten percent (10%) maximum. All patrolmen employed after August 4, 1987, in addition to their base salary, shall receive longevity pay of two percent (2%) for each three (3) years of service occurring subsequent to the third anniversary date of their date of hire, said allowance not to exceed a ten percent (10%) maximum. Such longevity allowance shall be calculated to encompass all actual time of service but shall not encompass any time during which a patrolman is employed elsewhere other than by the City of East Peoria.

Section 11.3 In order to encourage patrolmen to meet the needs and obligations of their positions, the Base Monthly Salary of a patrolman who has received or receives an Associate's Degree or a Bachelor's Degree will be increased, as provided below, subject to the succeeding provisions hereof.

(a) The educational allowance for an Associate's Degree only shall be Fourteen Dollars (\$14.00) per month.

(b) The educational allowance for a Bachelor's Degree shall be Twenty-eight Dollars (\$28.00) per month which shall include any educational allowance under subparagraph (a) above. A veteran of the military who does not have a Bachelor's Degree, but who qualifies for military points under the Police and Fire Commission, shall receive the same allowance as an officer with a Bachelor's Degree, which shall include any education allowance under subparagraph (a) above.

(c) An educational allowance under this Section 11.3 shall be effective the first day of the month following receipt by the City of satisfactory evidence that the patrolman has complied with all eligibility provisions of this Section 11.3.

(d) A patrolman shall be eligible for an educational allowance under this Section 11.3, provided that the Chief of Police approves in writing the educational institution attended or to be attended together with the courses and program, the completion of which results in either an Associate's Degree or a Bachelor's Degree. The Chief of Police will post a list of approved educational institutions together with approved courses and programs. The City shall pay for all books, mandatory fees and tuition at a rate equivalent to current Illinois Central College rates. This shall not prohibit a patrolman's choice of an approved educational institution. Books paid for by the City hereunder shall be returned to the City upon completion of the course work.

(e) While an educational allowance paid under this Section 11.3 shall be added to the receiving patrolman's Base Monthly Salary it shall be disregarded in computing any longevity allowance for that patrolman.

Section 11.4 K-9 Officer.

(a) Any officer assigned as a K-9 officer shall be allotted one (1) hour during the officer's work shift for the training, care, maintenance and grooming of the dog, as well as, maintenance of the officer's vehicle. During this one (1) hour period of time allotted to the K-9 officer, the K-9 officer shall be counted toward the minimum manning requirement as set forth in Section 5.8 and shall, if necessary, perform patrolman duties. If the K-9 officer is required to perform other duties during the allotted one (1) hour, the K-9 officer shall be paid at the appropriate rate.

(b) The City shall provide a kennel at the assigned officer's residence for the dog.

(c) The City shall be responsible for all food and necessary veterinarian costs incurred on behalf of the dog.

(d) Providing the K-9 officer is out of the metropolitan area, the City shall, at the discretion of the officer, be responsible for costs of boarding the dog.

(e) In order to allow for training of the dog, the K-9 officer shall be entitled to four (4) hours of ETO each month, accumulative to eight (8) hours. The K-9 officer, however, cannot turn the ETO in for payment and must utilize the ETO at a time which shall not

give rise to overtime in order to meet the minimum manning requirements under Section 5.8.

Section 11.5 Field Training Officer Compensation. Patrolmen performing the duties of a Field Training Officer shall receive 5% their regular rate of pay as additional compensation for each day they are required to provide training.

Section 11.6 On Call Compensation. Detectives who are required to be on call shall be compensated with one hundred fifty dollars (\$150) per week that they are so assigned. Detectives who are designated as on call shall be required to be fit for duty and respond in a timely fashion as required by Department Rules and Regulations.

ARTICLE XII

Insurance

Section 12.1 Insurance Coverage. The City shall furnish group health insurance for patrolmen and their dependents. There shall be a cap on the City's contribution toward insurance premium paid for each patrolman. The monthly cap shall be as stated in Appendix A. In addition, any increase in premium cost shall be shared equally by the City and the patrolmen.

The widow of a patrolman killed in the line of duty shall have insurance benefits continued for herself, and any eligible dependents who are covered, for two years at no cost to the widow. Retired patrolmen last hired by the City prior to May 1, 1993 shall be covered by the group health insurance, contributing the same toward premium cost as active patrolmen, except that such qualifying retired patrolmen 60 years of age or older or who are totally disabled shall not be required to make any contribution toward said group health insurance coverage.

Retired patrolmen last hired by the City subsequent to April 30, 1993 may elect coverage under the group health insurance subject to the following conditions and limitations:

1. In the event that national health care is implemented or the State of Illinois implements health care for its citizens, to the extent that the retired patrolmen would receive coverage but for the existence of the benefit set forth here, this provision shall not be effective and shall not operate to deny such national or state coverage to the retired patrolmen or to impose a burden on the City.

2. In the event the retired patrolman accepts employment with an employer who provides employees with health insurance benefits, the retired patrolman must enroll for such coverage if eligible. If the retired patrolman elects to continue to participate in the City's plan, coverage under the City's plan shall be secondary and the coverage under the plan offered by the retired patrolman's new employer shall be primary. A retired patrolman who has elected not to continue to participate in the City's plan by reason of having obtained coverage through a new employer, may upon separation from such employer for any reason, once again participate in the City's group health insurance plan subject to the plans, conditions, limitations and restrictions, including any that may apply to pre-existing conditions.

3. The retired patrolmen must contribute toward the premium cost the same amount contributed by active patrolmen of the City, regardless of the retired patrolman's age.

Pursuant to Resolution No. 0001-05, the City established the Insurance Committee with representation from all the bargaining units and employee groups. Pursuant to a Memorandum of Understanding entered between the City and Union representatives on May 1, 2000, the parties further agreed to the establishment of the Insurance Committee. The Insurance Committee shall continue to monitor and provide oversight over the City's group health insurance in compliance with Resolution No. 0001-05 and the Memorandum of Understanding for the duration of this Agreement. Accordingly, the Insurance Committee shall continue to review benefit and employee contribution levels, recommending adjustments to benefit and employee contribution levels in an effort to maximize coverage within financial constraints. No reduction in the level of benefits provided by the City's group health insurance shall be made without the consent of the Insurance Committee as discussed above.

Notwithstanding any other provision herein, if during the term of this Agreement, insurance benefits for other City employees, excluding department heads hired subsequent to May 1, 1990 and including all bargaining unit employees, are modified, employees covered by this Agreement shall receive at least the same insurance benefits, at the same premium and deductible levels, as the most favorable insurance benefits afforded to any such City employees.

Section 12.2 Guarantee of Full Pay if Injured. All patrolmen injured in the line of duty shall be compensated pursuant to the Public Employee Disability Act (5 ILCS 345 et

seq.), and any salary compensation due the injured patrolmen from workers' compensation or from any type of insurance which may be carried by the City shall revert to the City during the time for which continuing compensation is paid to the patrolmen in accordance with the Act.

ARTICLE XIII

Fitness

A. The City and the Union both recognize the need for officers to maintain a high level of fitness in order to better perform policy duties.

B. If during the course of this Agreement a fitness/health club is established at EastSide Centre, the City shall pay on behalf of each employee at least 60% of the cost of individual membership in the EastSide Centre fitness/health club.

ARTICLE XIV

No-Strike

Neither the Union nor any patrolman will instigate, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage of work or any other intentional interruption regardless of the reason for so doing. Any or all patrolmen who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City pursuant to the Rules and Regulations of the Fire and Police Commission and the State Statutes applicable thereto.

ARTICLE XV

Grievance Procedures

Section 15.1 Definition and Procedure. For the purpose of this Agreement, the term "grievance" means any dispute or difference of opinion between the City and any patrolman covered by the Agreement involving the meaning, interpretation or application of the provisions of this Agreement. The sole and exclusive manner for handling and processing grievances shall be as follows:

Step 1: Any patrolman who believes he has a grievance shall present it to his sergeant who shall give his answer within five (5) calendar days after such presentation.

Step 2: If the grievance is not settled in Step 1 and the Union desires to appeal, the specific nature of the grievance, including the provisions of the Agreement involved, shall be referred in writing by the Union to the Chief of Police within five (5) calendar days after the sergeant's answer in Step 1. The Chief of Police, or his representative, shall discuss the grievance within five (5) calendar days with the Union Steward and/or the Union representative at the time designated by the City. If no settlement is reached, the Chief of Police, or his representative shall give the City's written answer to the Union within five (5) calendar days following their meeting.

Step 3: If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to binding arbitration within seven (7) calendar days after receipt of the City's answer to Step 2. The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within the said seven (7) calendar day period, the parties shall immediately jointly request the State or Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Both the City and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the City and the Union requesting that he set a time and place, subject to the availability of the City and the Union representative.

Section 15.2 Authority of the Arbitrator. The arbitrator shall have no right to amend, nullify, ignore, add to or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him in writing by the City and the Union and shall have no authority on any other issue not so submitted to him. The arbitrator shall submit in writing his award within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later. The award shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented.

Section 15.3 Expenses. When a grievance is brought under Article VI, Section 6.8 hereof, the fees and expenses of the arbitrator shall be paid as follows:

1. If the arbitrator completely upholds the disciplinary decision as it was submitted to the arbitrator, then the Union shall bear all the fees and expenses of the arbitrator;

2. If the arbitrator reduces the disciplinary decision as it was submitted to the arbitrator to three days of suspension or less, then the City shall bear all the fees and expenses of the arbitrator;
3. If the arbitrator neither completely upholds the decision nor reduces the decision to three days of suspension or less, then the fees and expenses of the arbitrator shall be divided equally between the City and the Union;
4. Provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

When a grievance is brought for reasons other than grievances under Article VI, Section 6.8 hereof, the fees and expenses of the arbitrator shall be divided equally between the City and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 15.4 Time Limit For Filing. No grievance shall be entertained or processed unless it is submitted within fourteen (14) calendar days after the occurrence of the event giving rise to the grievance.

Section 15.5 Investigation and Discussion. All grievance discussions and investigations shall take place in a manner which does not substantially interfere with the operation of the Police Department.

ARTICLE XVI

General Provisions

Section 16.1 Union Bulletin Board. The City will make available a bulletin board for the posting of official Union notices.

Section 16.2 No Discrimination. The City and the Union agree not to discriminate against any patrolman on the basis of race, creed, color, sex or national origin.

Section 16.3 Union Activity. The City and the Union agree not to interfere with the right of patrolmen to become or not to become members of the Union and that there shall be no discrimination, interference, restraint or coercion against any patrolman because of Union membership or non-membership.

Section 16.4 Statutes and Ordinances. The City shall have copies of all current State Statutes and City Ordinances which pertain to the Police Department available to patrolmen at all times.

Section 16.5 Department Orders. The City shall post all written Department orders on the Police Department bulletin board for a reasonable period of time.

Section 16.6 Fund Raising Projects. Police Department patrolmen shall be permitted to promote and sponsor as Union activities, fund raising projects such as a Policeman's Ball, public entertainment, etc.

The Union agrees to appoint a committee with a chairman to make plans for and to supervise the conduct of any fund raising project. At least thirty (30) days prior to the proposed date for any project, the Union fund raising project committee shall present a written statement to the City Council or Chief of Police which will include an explanation of the following:

1. Nature of the project or event.
2. Date and time of the project or event.
3. Location.
4. Mode(s) of advertisement and/or publicity.
5. Names of any person or companies, other than East Peoria residents, who will assist in soliciting funds of sales of tickets, etc.
6. Must submit an annual report on April 30th of every year identifying the use of the money collected on fund raising projects.

The Union agrees not to conduct any fund raising project without first obtaining the consent and approval of the plans therefore by the City Council. The City agrees not to unreasonably withhold consent and approval.

The Union agrees to do none of the following without first obtaining written consent from the City Council:

1. Solicit, advertise or publicize while on duty.
2. Solicit while in police uniform.
3. Use the City's name in advertising, campaigning, publicizing or soliciting.
4. Imply that a project is sponsored, co-sponsored or supported by the City.

The Union agrees to indemnify and hold and save the City harmless from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage or expense of whatsoever kind and nature including counsel or attorneys' fees, which the City shall or may at any time sustain or incur by reason or in consequence of any fund raising project proposed or planned or conducted by the Union.

Section 16.7 Auxiliary Officers. The City and Officers agree that auxiliary officers shall only be utilized to assist the full time bargaining unit officers.

Section 16.8 Outside Employment. Any outside employment offered to this Department from any other employer or agency shall first be offered to the bargaining unit employees. All employment outside the East Peoria Police Department shall be subject to the East Peoria Department policies, rules and general orders, and shall not be unreasonably denied where the employment does not conflict with the patrolman's primary job duties and responsibilities or the East Peoria Department policies, rules, general orders or mission.

ARTICLE XVII

Residential Requirements

As a condition of employment, all patrolmen shall live within 20 miles of the City limits.

ARTICLE XVIII

Waiver of Bargaining

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, except that the parties shall bargain collectively in the event of a change in the law governing the relationship between these parties which impacts upon the wages, benefits and working conditions of covered bargaining unit employees.

ARTICLE XIX

Savings

If any provision of this Agreement is subsequently declared by the proper legislation or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XX

Duration

This Agreement shall be effective upon execution except that the wage increase set forth in Section 11.1, Salary Schedule, shall be applied retroactively to May 1, 2019 and the insurance provisions set forth in Appendix A shall be applied retroactively to May 1, 2017. This Agreement shall terminate on April 30, 2022, unless extended by mutual agreement. Written notice of a desire by either party to open negotiations for a new fiscal year shall be made at least sixty (60) days before April 30, 2022, but no earlier than January 15, 2022.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 2023.

CITY OF EAST PEORIA

By: _____
Mayor

ATTEST:

City Clerk

POLICEMEN'S BENEVOLENT LABOR COMMITTEE AND PB&PA LOCAL NO. 36

By: _____
President

By: _____
Secretary

By: _____
Committee Member

By: _____
Committee Member

By: _____
PBLC Chief Labor Representative

APPENDIX A
INSURANCE

Employer and Employee contribution rates for the fiscal year beginning May 1, 2017 are found below. Recommendations are made by the Insurance & Benefits Committee for the City's Group Health Care Plan. As a reminder, all increases (or decreases) in contribution rates are split equally between the Employee and the City.

EMPLOYER CONTRIBUTION TO PREMIUM COST OF THE CITY'S GROUP HEALTH CARE PLAN (effective May 1, 2017)

| | <u>PPO Plan</u> | <u>HDHP Plan</u> |
|-----------------------|-----------------|------------------|
| Single | 561.34 | 531.34 |
| Employee and Children | 967.23 | 922.23 |
| Employee and Spouse | 1089.99 | 1039.99 |
| Family | 1638.83 | 1563.83 |

EMPLOYEE CONTRIBUTION TO PREMIUM COST OF THE CITY'S GROUP HEALTH CARE PLAN (effective May 1, 2017):

| | <u>PPO Plan</u> | <u>HDHP Plan</u> |
|-----------------------|-----------------|------------------|
| Single | 148.94 | 118.94 |
| Employee and Children | 218.92 | 173.92 |
| Employee and Spouse | 235.50 | 185.50 |
| Family | 406.62 | 331.62 |

WELLNESS INCENTIVE PROGRAM:

The Insurance & Benefits Committee for the City's Group Health Care Plan has also decided to continue the Wellness Incentive Program for the next fiscal year. Thus pursuant to the participation guidelines for the Wellness Incentive Program, you remain eligible to receive a \$25 per month reduction in your employee contribution rate unless you have been excluded from the Program pursuant to the Program guidelines.

MEMORANDUM OF UNDERSTANDING

In the case of an emergency where the physical well being of a child, whether adult or minor, is in question, an employee may use up to one day of sick leave for each such occurrence, even though the child does not reside with the employee. Further, in the event of grave illness of such a child who requires the employee's personal care and attention, an employee may use up to five days of sick leave. The Chief may require reasonable confirmation of the circumstances warranting such use of sick leave. This provision shall apply unless an employee requests FMLA leave, in which case the City's FMLA policy shall apply.

CITY OF EAST PEORIA

POLICEMEN'S BENEVOLENT LABOR
COMMITTEE AND PB&PA LOCAL NO. 36

By: _____
Mayor

By: _____
President

ATTEST:

By: _____
Secretary

City Clerk

By: _____
Committee Member

By: _____
Committee Member

By: _____
PBLC Chief Labor Representative