COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF PEORIA, ILLINOIS

AND

PEORIA POLICE BENEVOLENT ASSOCIATION

EFFECTIVE DATE:	**January 1, 2022**
EXPIRATION DATE:	**December 31, 2024**

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PREAMBLE

THIS AGREEMENT, entered into this _____ day of _____, 2022 between the CITY OF PEORIA, ILLINOIS (the "Employer" or the "City") and the PEORIA POLICE BENEVOLENT ASSOCIATION, INC. (the "Association"):

WHEREAS, the City and the Association endorse the practices and procedures of collective bargaining as a fair and orderly way of conducting their relations with certain of its regular full-time employees insofar as such practices and procedures are appropriate to certain functions and obligations of the Employer to retain the right to operate the city government effectively in a responsible and efficient manner; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their agreement covering rates of pay, wages, hours of employment and conditions of employment; to increase the efficiency and productivity of officers in the Police Department; and to provide the procedure for the prompt and peaceful settlement of grievances respecting the terms of this Agreement without any interruption of or interference with the operation of the Police Department; and

WHEREAS, the parties recognize that the interest of the entire community and its citizens are paramount and therefore the parties pledge to be governed by the highest ideals of honor and integrity in all public and personal conduct necessary or proper to safeguard the lives, property and the interest of the entire community and its citizens to maintain the image of and public respect for a highly professional Peoria Police Department;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties do mutually promise and agree as follows:

ARTICLE 1
MANAGEMENT RIGHTS

SECTION 1.1 - MANAGEMENT RIGHTS: Except as specifically limited by the express provisions of this Agreement, the City retains its inherent management functions and exclusive right to operate and manage its affairs in each and every respect. The rights reserved as sole discretion of the Employer shall include but not be limited to rights:

(a) To determine its mission and policies, and to set forth all standards of service offered to the public.

(b) To determine and amend its budget and budgetary priorities.

(c) To plan, direct, control and determine the operations or services to be conducted by employees of the City.

(d) To determine the methods, means and number of personnel needed to carry out its mission.

(e) To direct and assign the employees of the City.

(f) To examine, select, hire, train, evaluate, and transfer employees within the Police Department or to other departments or agencies (including the MEG unit) to work as needed.

(g) To promote, discipline or discharge employees in accordance with applicable laws.

(h) To introduce new or improved methods, equipment or facilities and to determine utilization of technology.

(i) To contract or agree with others including units of government for provision of goods or services, including mutual aid and assistance, joint operations and contracted services, where such contracted services do not reduce or affect the bargaining unit.

(j) To determine and establish work standards.

(k) To determine job position descriptions, duties, and the qualifications for same, and to combine or abolish job classification subject to impact bargaining.

It is hereby provided that no right enumerated in this Section shall be exercised or enforced in a manner contrary to the provisions of this Agreement.

SECTION 1.2 - EMERGENCY: If in the sole discretion of the Mayor, Mayor pro tem or City Manager it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, tornado conditions, floods or other similar catastrophes, the provisions of this agreement may be suspended during the time of the emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Should such an emergency arise, the City Manager or Chief of Police shall advise the President of the Association, or if he is unavailable, another officer of the Association, of the nature of the emergency and follow up with notification in writing as soon thereafter as practicable.

ARTICLE 2
RECOGNITION

The City recognizes the Association as exclusive bargaining representative for full time sworn police officers, excluding the Chief of Police, Deputy Chief, Assistant Chief, Captains, and any other managerial and confidential employees not provided for in Appendix A for the purpose of representation and collective bargaining with regard to matters pertaining to wages, hours and conditions of employment.

ARTICLE 3
NON-DISCRIMINATION

SECTION 3.1 - EMPLOYMENT POLICY: In accordance with applicable State and Federal law, neither the City nor the Association shall discriminate against any employee based on the protected class status of race, color, national origin, sex, age, religion, mental and/or physical disability, or any other form of discrimination prohibited by applicable federal, state, and local laws.

SECTION 3.2 - EMPLOYEE DISCRIMINATION: Neither the City nor the Association shall interfere with the right of employees covered by this Agreement to become or not become members of the Association, and there shall be no discrimination against any employee because of lawful permissible activity.

SECTION 3.3 - POLITICAL ACTIVITY: Employees in the classified service may engage in political activity, including, but not limited to, circulating petitions or campaign literature, making speeches or soliciting or receiving any subscription, contribution or political service for any political purpose, except during working hours or on duty or in circumstances in which a reasonable person would construe the employee to be acting in the capacity of a City employee.

Employees shall not use or appear to a reasonable person to be using their official position to coerce or influence any person in the exercise of that person's political rights; provided, however, that this Section shall not prohibit factual statements of an employee's work experience or background as qualifications for elective office.

Employees shall not use City stationery, vehicles, office equipment or other City resources for unauthorized personal or for political purposes. Political literature shall not be displayed or distributed in or on City-owned or leased property.

ARTICLE 4
NO STRIKE AND NO LOCKOUT

SECTION 4.1 - NO STRIKE: The Association and the employees covered by this Agreement recognize and agree that the rendering of services to the community or the fulfilling of the department's assigned duties cannot under any circumstances or conditions be withheld, interrupted, interfered with or discontinued and that to do so would endanger the health, safety and welfare of the inhabitants of the City. Therefore, during the term of this Agreement, neither the Association nor its agents nor any employee for any reason will authorize, institute, aid, condone or engage in any strike, mass absenteeism, sympathy strike, slow-down, concerted stoppage of work or malicious obedience to rules. Neither the Association nor any employee shall refuse to cross any picket line by whomever established. During the term of this Agreement neither the Employer nor its agents for any reason shall authorize, institute, aid, engage in or promote any lockout of employees covered by this Agreement.

SECTION 4.2 - ASSOCIATION RESPONSIBILITY: In the event of a violation of Section 4.1, the Association agrees to notify all bargaining unit members and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any

interruption which may be caused or initiated by others, and advise and encourage employees to cease violating Section 4.1.

SECTION 4.3 - PENALTY: The employer may discharge or discipline any employee who violates Section 4.1.

SECTION 4.4 - MANAGEMENT RESPONSIBILITY: Nothing contained herein shall preclude the employer from obtaining judicial action to terminate any violation of this Article, nor to seek and recover in any court, a judgment for damages.

ARTICLE 5
GRIEVANCE PROCEDURE

SECTION 5.1 - DEFINITIONS: A grievance is a dispute or difference of opinion concerning the meaning or interpretation of specific provisions of this Agreement or established past practice. Established past practice may be grieved provided that past practice is not inconsistent with any order, rule, regulation or collective bargaining agreement provision existing at the time of the event giving rise to the grievance.

A grievant is defined as any employee covered under this Agreement or the Association.

SECTION 5.2 - RIGHT TO FILE GRIEVANCE: A grievance may be brought under this procedure by an employee or group of employees (with regard to a single common issue) covered by this agreement with or without Association representation; or by the Association. The Association may file a class grievance where the dispute affects Association rights, the collective bargaining relationship or in instances where a group of employees are similarly affected by an act or decision of the City. The Association may file an individual grievance, where an individual employee declines to file and his refusal to file adversely and directly affects the wages, hours, terms and conditions of employment of other employees. Class grievances shall be filed initially at Step Two with the Chief of Police. In the event that an employee files a grievance without the intervention of the Association, the City shall provide the Association a copy of the grievance within twenty-four (24) hours of receipt. The City shall provide the Association a copy of the written answer at each step within twenty-four (24) hours of issuance. No settlement of such grievance shall be made if it would be inconsistent with the terms of this Agreement. Only the Association may refer grievances to arbitration.

SECTION 5.3 - GRIEVANCE PROCEDURE: It is the intention of the parties to promptly address grievances and to settle them at the earliest possible level. The grievant and the City may agree in an appropriate case to bypass any step of the grievance procedure.

Step 1: Within twenty (20) days of the event giving rise to the grievance or the date the employee knew or should have known of the event giving rise to the grievance, whichever is later, the grievant, with or without an Association representative, may file a grievance in writing with his unit/division commander, other than a sergeant. In Patrol, immediate shift commander, other than a sergeant, which may be reviewed with the appropriate Captain. If the grievant reports directly to the Chief of Police, he shall bypass Step 1 and initially file his grievance in writing at Step 2, as appropriate.

The written grievance shall state all the pertinent facts relating to the alleged dispute, refer to the specific provision or provisions of the agreement alleged to have been violated and state specifically what remedy is being sought. Grievances shall be delivered on forms mutually developed, and supplied by the City. Grievance forms submitted which do not contain the above information are incomplete and shall be returned to the grievant to be completed and refiled within three (3) days. The Commander may meet with the grievant and his Association representative, if any, and shall give the grievant his written answer within seven (7) days of receipt of the

grievance. The Commander's answer shall either sustain the grievance or give specific reasons for denial.

Step 2: If the grievance remains unsettled after Step 1 and the grievant elects to proceed further, the grievance shall be referred to Chief of Police or his designee within ten (10) days of receipt of the Step 1 response. The Chief or his designee shall, unless waived by mutual agreement, meet with or respond to, the grievant and his Association representative, if any, and shall give the grievant his written answer within ten (10) days of receipt of the grievance. The Chief of Police or his designee's written answer shall either sustain the grievance or give specific reasons for denial.

Step 3: If the grievance remains unsettled after Step 2 and the grievant elects to proceed further, the grievance shall be referred to the City Manager or his designee within ten (10) days of receipt of the Step 2 response. The City Manager or his designee shall, unless waived by mutual agreement, meet with the grievant and his Association representative, if any, and shall give the grievant his written answer within ten (10) days of receipt of the grievance. The City Manager, or his designee's written answer, shall either sustain the grievance or give specific reasons for denial.

Step 4: If the grievance remains unsettled after Step 3 and the Association desires to refer the grievance to binding arbitration, the Association shall notify the Human Resources Director within ten (10) days of receipt of the Step 3 response.

SECTION 5.4 - ARBITRATION: The parties shall attempt to agree upon an arbitrator within seven (7) days of the receipt of notice of referral to arbitration. Absent agreement on an arbitrator, the parties by joint letter shall request that the Federal Mediation and Conciliation Service (FMCS) provide them with a panel of not less than seven (7) neutral, qualified arbitrators, from which the parties may select a neutral party to resolve their dispute. The cost of this initial panel list of arbitrators shall be split evenly by the parties. Either party may reject one entire panel, provided such rejection notice occurs within five (5) days of the receipt of the list. The party rejecting the list shall be required to pay the full cost of the replacement panel. Each party shall have the right to strike three (3) names from the panel, using the alternate individual striking method, and the remaining person shall be the arbitrator. The order of striking shall be determined by coin toss. The arbitrator shall be notified by the parties by joint letter of his selection, requesting that he set a time and place for the hearing, subject to the reasonable availability of the representatives of both parties. All arbitration hearings shall be held in the City of Peoria, Illinois, unless otherwise mutually agreed.

SECTION 5.5 - AUTHORITY OF ARBITRATOR: The arbitrator shall act in a judicial, not a legislative capacity, and shall have no right or authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issue(s) submitted, and shall have no authority to make a decision on any other issue. In the event the arbitrator finds a violation of the provision(s) of this Agreement specified in the grievance, he shall fashion an appropriate remedy. The arbitrator shall submit in writing his decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension of the deadline. The decision 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. A decision rendered consistent with the terms of this Agreement shall be final and binding.

SECTION 5.6 - COSTS OF ARBITRATION: The fees and expenses of the arbitrator, if any, and the cost of a written transcript for the arbitrator, if any, shall be borne equally by the parties. Each party shall be responsible for compensating its own representatives and purchasing its own copy of the written transcript. Witnesses released from duty to testify at the hearing shall do so with pay.

SECTION 5.7 - GRIEVANCE TIME LIMITS: The time limits set forth in the grievance procedure shall

be adhered to strictly unless extended in writing by mutual agreement of the parties. All references to "days" shall be deemed to be calendar days. If the City fails to answer a grievance within the time limits set forth for a particular step, the grievant may treat the grievance as denied and immediately appeal the grievance to the next step. If the grievant fails to initiate or appeal within the stated time limits, the grievance shall be considered settled on the basis of the City's last answer. Waiver of any time limit in any case shall not create a precedent or practice for any other case. If the expiration date occurs on a Saturday or Sunday or holiday, the expiration date shall be extended to the following Monday if it is not a holiday, in the case of a holiday on that date, the expiration date shall be extended to the following day.

SECTION 5.8 - INVESTIGATION AND DISCUSSION: When investigating and settling a grievance, an employee(s)/grievant may be released from work without loss of pay for a total of not more than two (2) hours to investigate, write up the grievance and meet with the concerned parties. The employee(s)/grievant may be so released from work only upon specific permission of the City and only at such times as will not interfere with the efficient operation of the department. The City shall not unreasonably withhold such permission. While meeting with management to resolve a grievance, the employee and the employee(s)/grievant will be paid only if the meeting is held during their normal working hours.

SECTION 5.9 - EXCLUSIVITY OF GRIEVANCE PROCEDURE: Except as otherwise provided for, the procedure set forth in this Article shall be the sole and exclusive procedure for resolving any grievance, as defined in Section 5.1, which was or could have been raised by an employee covered by this Agreement or the Association.

SECTION 5.10 - WAIVER OF GRIEVANCE STEPS AND PROCEDURES: Grievance steps and arbitration procedures may be waived by mutual consent. Waiver of any grievance step or arbitration procedure shall not create a precedent or practice for any other case.

ARTICLE 6
RULES AND REGULATIONS

SECTION 6.1 - NOTICE: Nothing in this Agreement shall be deemed to restrict the right of the City to establish reasonable rules and regulations governing the conduct of employees and the performance of their duties, provided such rules and regulations are not inconsistent with the terms of this Agreement. Employees shall abide by such rules and regulations. The City agrees to post at the main station and all reporting stations and make available copies of rules, regulations, and Bureau, Division, Unit, Special or General orders concerning the conduct of employees and duty requirements.

SECTION 6.2 - CHANGES: The City will furnish the Association a copy of changes in the aforementioned rules, regulations, orders and advise them of the implementation date. A copy of new or revised General Orders shall be provided to the Association ten (10) days prior to publication.

ARTICLE 7
LABOR MANAGEMENT RELATIONS

SECTION 7.1 - AGREEMENTS: All formal negotiations or bargaining, with respect to the terms and conditions of this Agreement shall be conducted by authorized representatives of the Association and authorized representatives of the City. Agreements reached as a result of such negotiations shall become effective only when signed by the authorized representatives of the parties.

SECTION 7.2 - COMMITTEE: There shall be a Labor-Management Committee consisting of no more than three (3) Association representatives and three (3) City representatives including the Chief of Police or his designee. The Committee shall meet not less than bi-monthly and shall consider and discuss matters of mutual

concern pertaining to the improvement of the Department and the welfare of the employees. An agenda describing the issues to be discussed shall be prepared by the initiating party and distributed at least five (5) days in advance of each meeting, and minutes shall be kept. Nothing in this Section shall be construed to limit, restrict, or reduce the management prerogatives outlined in this Agreement. The three (3) Association representatives shall be released from duty with pay to attend Labor-Management Committee meetings that are scheduled during their normal hours of work.

ARTICLE 8
SAFETY

SECTION 8.1 - PROMOTION OF SAFETY: The City shall take reasonable steps for the protection and safety of officers during work hours and during the performance of their duties, other than the inherent risks of the job. The City and the Association agree to cooperate to the fullest extent reasonably possible to promote the use of safe equipment and safe work practices.

SECTION 8.2 - SAFETY OF EQUIPMENT: Whenever an employee believes he has been assigned to use a piece of equipment which is unsafe for its intended use, he shall immediately report the same to his Shift Commander. If the Shift Commander determines the equipment is unsafe, the employee shall not be required to use the equipment.

If an employee makes a request that a repair be made on a vehicle that has been assigned to such employee and such defect or damage could reasonably impact the safe operation of the vehicle, the vehicle shall be dead-lined. If the supervisor refuses to dead-line said vehicle or the City garage does not repair the vehicle, the employee may refuse to operate the vehicle if he reasonably believes that operation of the vehicle will place him in imminent danger. An employee's supervisor may give an employee a direct order to operate the vehicle. The employee may then document the incident on a standard Department three-part form, addressed to the involved supervisor.

ARTICLE 9
HOURS OF WORK AND OVERTIME

SECTION 9.1 - HOURS OF WORK: Employees covered by this Agreement are salaried employees and are paid annual salaries, as defined in the classification range allocation system.

SECTION 9.2 - WORK DAY/WORK WEEK: A normal work day and normal work week shall be established for employees. An employee whose normal work day extends from one calendar day into another or who works overtime from one calendar day into another (for example, the day before a holiday into a holiday) shall be considered as working on the calendar day on which he started to work.

The parties recognize that operational needs require that some shifts and assignments work longer shifts with more off days. The parties recognize that the City has authority, in accordance with the rules and procedures of this Agreement, to assign employees to work the following shifts:

(a) Five (5) consecutive 8.25 hour days followed by two (2) days off (hereinafter referred to as "Five-Day Shift"); and

(b) Four (4) consecutive 10.25 hour days followed by three (3) days off (hereinafter referred to as "Four-Day Shift").

SECTION 9.3 - STARTING AND QUITTING TIMES

(a) The parties recognize that stability of working hours and shift assignments is in the best interests of all concerned. It is further understood that management requires a degree of flexibility as to the starting time of shifts in order to meet the needs of the public and to utilize manpower in the most efficient manner.

The shift starting and ending times for employees in each unit and division in effect at the time this Agreement was signed and executed shall be considered the normal duty shifts in effect. For example, the normal duty shifts in effect in the Patrol Division for routine patrol at the time of execution of this Agreement are as follows:

	Five-Day Shift	
First Duty Shift	--	6:45 a.m. to 3:00 p.m.
Second Duty Shift	--	2:45 p.m. to 11:00 p.m.
Third Duty Shift	--	10:45 p.m. to 7:00 a.m.
	Four-Day Shift	
Fourth Duty Shift	--	6:15 p.m. to 4:30 a.m.

The shift for Sergeants and Lieutenants assigned to the above duty shifts in the Patrol Division for routine patrol is thirty (30) minutes prior to the normal duty shift starting and ending times.

(b) Any unit-wide or department-wide change of the normal duty shift starting and ending times, addition/deletion of a shift, or alternative work schedule, e.g., staggered shift, may be implemented by the Chief of Police in January of a calendar year at the same time of the implementation of shift bids, provided that the following requirements are met:

1) Written notice of the proposed change shall be provided the PPBA Local Union President during the period of September 1-8 prior to the proposed implementation in January.
2) The Union may, if it does not concur with the proposed change, request and be provided the opportunity to bargain the implementation decision, and provide relevant data and facts concerning the reasons why such change should not be implemented. Such request for bargaining by the Union shall be made in writing to the Chief of Police no later than seven (7) calendar days after receipt of the written notice of proposed change, and the bargaining about such change shall begin no later than seven (7) calendar days after receipt of the request for bargaining.
3) If agreement on the proposed change has not been reached by October 8 the parties will contact the Mediator-Arbitrator within seven (7) calendar days in accordance with the procedures described in Appendix E, Med-Arb, Mediation/Arbitration Procedure. Such Mediator-Arbitrator will be advised of the issue(s) in dispute and establish the date for the mediation-arbitration hearing, which must take place no later than November 15.
4) The Med-Arb, Mediation/Arbitration Procedure in Appendix E shall solely be used for the resolution of disagreements relative to Section 9.3(b) of the Agreement. Article 5, Grievance Procedure and Appendix D, Expedited Arbitration shall not be used for disagreements under Section 9.3(b).
5) The Mediator-Arbitrator's authority shall be limited to either acceptance of the proposed change by the Chief of Police in its entirety or approval of the status quo advocated by the Union. The standard for arbitral review shall be whether the proposed change is arbitrary, capricious, or unreasonable, or significantly detrimental to the workforce.

SECTION 9.4 - PAID MEAL PERIODS: Employees will be allowed to take a thirty (30) minute lunch

break with pay during each full shift worked, as long as the employee is immediately available to respond to urgent dispatched calls. The Association recognizes that due to the nature of police work, it is not always possible for its members to receive this lunch break. The City recognizes the desirability of an uninterrupted lunch break, and will periodically monitor operational practices to determine if they are generally consistent with this policy.

SECTION 9.5 - REQUIRED OVERTIME: The Chief of Police or his designee shall have the right to require overtime work, including training. Employees will be selected to fill mandatory overtime positions by calculating the number of overtime hours employees within a particular assignment have already worked in that calendar year. Employees within an assignment with the fewest overtime hours worked will be ordered in first. If two or more employees within the same assignment have the same number of overtime hours worked, seniority will govern, with the least senior employees being ordered in. Except under exigent circumstances as determined by the Chief of Police or his designee, employees shall not be required to work overtime on a paid leave time beginning with the end of the employee's regularly scheduled shift through the start of the next regularly scheduled shift following the paid leave time, including regular days/time off attached or taken in conjunction with paid leave time, when such leave time has been scheduled more than 48 hours in advance of the beginning of the leave period, and at least seven (7) days in advance of leave period in the case of Section 23.1 (recurrent Special Event scheduling). It is agreed that even under exigent circumstances as outlined above, employees on paid leave time shall be required to work only as a last resort and when all other reasonable options have been exhausted.

Procedures regulating the circumstances under which, and method by which, this Article will be implemented will be based upon the following considerations:

A. Operational needs of the Department;
B. Budget constraints and cost considerations;
C. Distribution of the overtime among individuals, including available qualifying volunteers, in a rotational manner intended to minimize disparities in the amount of overtime individuals work;
D. Consistency and uniformity in the selection process of individuals, when the circumstances necessitating the overtime allow for choice;
E. In calculating the amount of overtime worked by individuals under this Article, overtime ordered for work assignments elsewhere in the Department will be considered.

The City agrees to solicit input from, and to consult with, the Association prior to modifying any rule, regulation, or order related to this Article.

SECTION 9.6 - OVERTIME RATE: Sergeants and Patrol Officers shall receive FLSA overtime as follows:

(a) Sergeants and Patrol Officers will be paid one and one-half (1 1/2) times the applicable rate defined in paragraph (c) for all FLSA hours worked in excess of 41.25 in a seven day period. Sergeants and Patrol Officers will be paid the FLSA Overtime Rate for all FLSA hours worked in excess of 41.25 in a seven-day period regardless of what shift they work, whether it be a Five-Day Shift, Four-Day Shift, or other approved shift assignment. Effective January 1, 2004 paid vacation, personal, and duty relief time will count as hours worked under this provision.
(b) Employees holding the rank of Lieutenant shall receive eighty (80) hours straight time compensation for the purpose of attending administrative meetings or training. Any portion of the eighty (80) hours for which the Lieutenant has not requested compensation shall be payable on or about December 15th, annually.
Overtime hours worked by Lieutenants must first be approved in advance by the Division Commander. All overtime hours shall be compensated on a straight time basis.

(c) The FLSA Overtime Rate shall be computed on the basis of 2,080 annual hours. The base salary shall have longevity and all other pay as required by FLSA applied to it to derive the overtime hourly rate.

SECTION 9.7 - CALL BACK: An employee called back to work after having left work or called to work prior to the start of his assigned work shift shall receive a minimum of two (2) hours at the appropriate overtime rate unless the time extends into his regular work shift, or unless he is called back to rectify his own error in which case the employee shall be compensated at the appropriate rate of pay for the actual time worked.

SECTION 9.8 -NO PYRAMIDING: Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

ARTICLE 10
OVERTIME PAY FOR COURT

SECTION 10.1 - COURT TIME: An employee who is called back to appear in court on behalf of the City on his off-duty time shall be paid at the rate of one and one-half (1 1/2) times his regular rate of pay for all hours he is required to be and remain in court outside of his regular duty hours, with a minimum of two (2) hours per calendar day. An employee who is required to appear in court less than two (2) hours prior to the start of his shift shall be paid under this Section only up to the start of the shift. For purposes of this Section, court appearance shall include required appearances before civil and criminal courts, grand juries, coroner's juries and administrative agencies, boards and commissions and State's Attorney's pre-trials when the officer's presence is required to testify to facts rising out of the performance of his duties as a Police Officer. It shall not include suits, hearings or proceedings in which an employee or the Association is an adverse party to the City.

SECTION 10.2 - ON-CALL COURT TIME: On-call court time shall not be standby time. The City agrees to guarantee a minimum payment, at straight time rate, for the equivalent of two (2) hours for each court session of on-call court time, provided such on-call court time occurs during the officer's non-duty hours on a duty day, or his regularly scheduled day off, vacation, personal or duty relief leave, and it unreasonably restricts his movements during such non-duty time, and the officer is not actually called to court that day. An unreasonable restriction of an officer's movements shall occur whenever an officer, who has made himself available to report to Court in a timely manner, calls in as per the subpoena, notice or order and is told that it is still not known if he is needed, and the officer follows all directions given and/or remains available for contact, and the period of waiting extends beyond 1 hour following the call-in time initially provided to the officer. In the case of a vacation, personal, or duty relief leave, the leave must have been scheduled thirty (30) days in advance or during the annual vacation bid, as per existing department practice, such that the Court is aware of the leave prior to requiring the officer's availability to report to court in a timely manner. The officer shall be eligible for on-call court time pay provided he is not subsequently called to court that day. Employees will not be required to remain at home, but will leave word as to where they may be reached. Such minimum guarantee of payment for on-duty time in court in lieu thereof shall not be a part of the base pay for any employee. If actually called to court, Section 10.1 or 10.3 applies.

If an employee is required to call for court and does so on a regularly scheduled day off as required by subpoena, notice, or order the City agrees to guarantee a minimum payment, at straight time rate, for the equivalent of one (1) hour for each session of on-call court time.

SECTION 10.3 - COURT ON SCHEDULED TIME OFF: In the event that an employee is required by subpoena, notice or order to appear to testify in court on behalf of the State of Illinois, City of Peoria, Federal Government, child custody suit, Plaintiff, or any other action as a Peoria Police officer during an authorized paid leave inclusive of regular days off attached to the leave, he shall be paid a minimum equivalent of six (6) hours at his straight time hourly rate for every day that a court appearance is required and he actually appears, ready to

testify provided the leave time is scheduled thirty (30) days or during the annual vacation bid in advance, in accordance with existing department practice, for the court to be aware of the leave prior to requiring the officer's presence. In addition, the employee shall have the authorized leave time restored prorate which is lost due to said appearance.

Where an employee who has pre-approved vacation, personal, or duty relief leave is restricted, but not required to appear for pending court cases and provided further that the employee has made a financial commitment amounting to $150.00 or more to vacation travel, he shall have his authorized leave time restored pro rata on the basis of one day's leave for every day of restriction because of pending court cases. For purposes of this provision, a day's leave shall equal eight (8) hours for officers working Five-Day Shifts and ten (10) hours for officers working Four-Day Shifts.

SECTION 10.4 - MULTIPLE APPEARANCES: Employees who are scheduled for both morning and afternoon unrelated court sessions or pretrial conferences shall be compensated for a minimum of two (2) hours at one and one-half (1 1/2) their regular rate of pay as set out in Section 10.1 for both morning and afternoon sessions.

SECTION 10.5 - CANCELLATION: When an employee complies with all Departmental procedures on the day prior to a court appearance and is notified on that date that the court appearance is still scheduled for the next day, the employee shall be entitled to receive the minimum payments provided by this Agreement even if the court appearance is thereafter canceled.

ARTICLE 11
OFF DUTY CIVIC CENTER WORK

The City shall take no action intended to abolish or diminish the current practice of members of the Association providing off duty security services at Civic Center events consistent with Article 20, Off Duty Employment. Compensation to provide security will be paid through some other agency other than the City of Peoria. Workers Compensation coverage shall not be diminished during the life of this Agreement.

ARTICLE 12
HOLIDAYS

SECTION 12.1 - HOLIDAYS: The following are holidays for eligible employees; New Year's Day, Martin Luther King's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve and Christmas Day. Employees shall observe holidays on the actual day of the holiday (as listed below) except for the following who shall observe holidays on the nationally recognized day. All personnel shall observe Memorial holiday on the last Monday in May.

All Lieutenants (except uniformed division)
Professional Standards Unit
Administrative Aide
Light Duty Personnel
Crime Stoppers Coordinator
Training Unit
Criminal Intelligence Officer
Public Information Officer

	2022	2023	2024
New Year's Day	01/01/22	01/01/23	01/01/24
Dr. MLK Day	01/17/22	01/16/23	01/15/24
Good Friday	04/15/22	04/07/23	03/29/24
Memorial Day	05/30/22	05/29/23	05/27/24
Independence Day	07/04/22	07/04/23	07/04/24
Labor Day	09/05/22	09/04/23	09/02/24
Thanksgiving Day	11/24/22	11/23/23	11/28/24
Day after Thanksgiving	11/25/22	11/24/23	11/29/24
Christmas Eve	12/24/22	12/24/23	12/24/24
Christmas Day	12/25/22	12/25/23	12/25/24

SECTION 12.2 - PAYMENT IN LIEU OF HOLIDAY PAY: Effective January 1, 2011, employees covered by this Agreement shall be paid in lieu of Holiday Pay an amount equal to eighty (80) hours at their regular rate for the ten (10) holidays observed. This additional pay shall be added to the base salaries set forth in Appendix "B" of this Agreement and paid as part of the employee's regular semi-monthly pay check. In addition to this change, Article XII shall only include Section 12.1 and the following amended provisions from that effective date forward:

SECTION 12.3 - COMPENSATION: Compensation for holidays listed in Section 12.1 is granted as follows:

An employee who is required to work on the holiday shall be paid at one and one-half (1 1/2) times his regular rate for the first eight (8) hours actually worked on the holiday if the employee is assigned to a Five-Day Shift or for the first ten (10) hours actually worked on the holiday if the employee is assigned to a Four-Day Shift. Employees will be paid two (2) times his regular rate for all hours actually worked on the holiday in excess of eight (8) hours for Five-Day Shift employees or ten (10) hours for Four-Day Shift Employees.

SECTION 12.4 - HOLIDAY STAFFING: The City may, in its discretion, set holiday staffing levels and may release employees from duty for the holiday. The determination of which employees may be released on any holiday shall continue to be determined by current practice. An employee who is released pursuant to this section shall be considered to be on a regular day off.

SECTION 12.5 - HOLIDAYS DURING VACATION: When a holiday falls within an employee's approved vacation such holiday shall not extend the vacation period. The employee shall receive vacation at this regular rate for such holiday.

ARTICLE 13
SICK LEAVE

SECTION 13.1 - SICK LEAVE: Sick leave benefits are provided for the specific purpose of maintaining employees' regular earnings when they are incapacitated and unable to work due to nonduty related illness or injury or public health quarantine or when the illness, injury or death of a member of their immediate family requires their personal care and attention. Employees may request sick leave for pregnancy, childbirth and recovery there from or any period in which they cannot or should not on medical advice fully perform the duties of their position.

An employee who requests the use of sick leave shall make the request to his supervisor as far in advance as practicable but not less than one and one-half (1 1/2) hours before the beginning of his next scheduled tour of duty unless extenuating circumstances preclude such notification. Any employee who is in violation of this

Section shall be considered absent without leave.

SECTION 13.2 - ACCRUAL OF SICK LEAVE: Sick leave may be accrued without limit and no employee shall be allowed to use sick leave in excess of his accrual as of the beginning of the pay period in which it is to be used.

Employees shall accrue sick leave at the rate of 8.00 hours per month of continuous service. Non-probationary employees shall have 1.33 hours of this 8.00 hour monthly accrual deducted from their accrued sick leave balance and contributed directly into the employee's Retirement Health Savings (RHS) Account.

The Employer is authorized to deduct and pay to the Trustee of the Retirement Health Savings (RHS) account established as described in Appendix A of this Agreement, for the benefit of the employee, sixteen (16) of these hours of compensation.

SECTION 13.3 - RETURN TO DUTY: Any employee who has taken sick leave for three (3) or more consecutive duty days may be required, as a condition of being allowed to return to duty, to submit certification signed by a reputable physician, stating that the employee or the specific member of the employee's immediate family was sick on the days which sick leave was used. In the case where the employee was sick or injured, the physician shall also certify that the employee is able to return to work and fully perform the duties of his position. The City shall have the right at its discretion and expense to have the employee examined by a physician chosen by the City and such employee shall not be allowed to return to duty until certified by the City's physician that he is able to perform the duties of his position. If the physician chosen by the City certifies that the employee is able to return to work and perform the duties of his position, and the employee was required to be examined by such physician prior to the return to work date certified by his physician, the employee will have any and all sick leave used for that purpose credited back to his accrued sick leave balance for such examination time.

SECTION 13.4 - ABUSE OR EXCESSIVE USE OF SICK LEAVE: Where the City reasonably suspects that an employee is abusing sick leave, the City shall have the right to require compliance with Section 13.3 above, regardless of the length of the sick leave. Moreover, verification of illness resulting in use of sick leave prior to or after a holiday or an employee's vacation may be requested at the discretion of the City. Nothing in this Agreement shall be construed to supersede or interfere with the right of the Employer to discipline an employee for abuse or excessive use of sick leave.

Notwithstanding any prior practice, effective January 1, 2004, employees resigning or retiring from the Peoria Police Department shall not be allowed to utilize sick leave as "general paid time off" prior to separation. Sick leave shall only be approved for use for those individuals who have a legitimate illness or injury as defined in Section 13.1.

SECTION 13.5 - PAYMENT FOR UNUSED SICK LEAVE: Employees who complete probation will be compensated for unused sick leave upon separation on the following basis:

Payments will be made upon the actual sick leave balance up to the employee's maximum pay out accumulation and shall be paid on the following basis:

1-200 hours – 20%	401-600 hours – 60%
201-400 hours – 40%	601 and up – 80%

Payment for employees hired prior to 4/1/80 will be computed as a percentage of final salary. Payment for employees hired 4/1/80 and after will be computed as a percentage of average career salary.

Maximum payout accumulations shall be as follows:

(a) Employees may accumulate up to 960 hours.

(b) All hours over 960 hours shall be paid annually by the Employer to the employee's RHS account as follows:

(1) To calculate the employee's annual payment, the City will take the number of hours that exceeds 960 hours as of the end of the employee's shift, if any, on December 31st of that particular year, and multiply the hours by the employee's rate of pay as of December 31st in the same year.

(2) The City will then multiply the amount in (b)(1) by 60%, resulting in the annual payment amount the City will pay into the employee's RHS account.

(3) The City will make the annual payment for a particular year, as calculated above, no later than the first pay period in March of the following calendar year.

The Parties acknowledge that 2017 will be the first year that the City will make annual payments for hours over 960, with such payment occurring no later than the first pay period in March of 2018.

If legislation is enacted eliminating the obligation of retired employees to pay health insurance premiums, any retired employee or spouse of a deceased retired employee who has a balance remaining in the plan shall have the option of receiving that balance in cash or leaving it in the plan to pay other health care costs.

SECTION 13.6 – SICK LEAVE DONATION: An employee may donate sick, vacation, and/or personal leave to another employee who has exhausted all sick leave and is in documented need of sick leave due to illness. Employees requesting donation of sick, vacation, and/or personal leave shall notify the Captain of Administration in writing as far as in advance as practicable. The paid leave time will be valued at the donating employee's current rate of pay, and will then be converted to the appropriate amount of time based on the donee's current hourly rate of pay (i.e. one hour for one hour).

Donated Sick Leave Time shall be permitted up to 12 months after the employee has exhausted all of his sick leave.

Vacation, Sick, and/or Personal Leave shall not be donated to another employee who is off work due to a work related injury or illness.

SECTION 13.7 – SICK LEAVE HOURS TRANSFER: An employee who transfers to another position with the City that is outside the bargaining unit shall be allowed to transfer his/her accrued sick leave hours to the other position. The use and pay for those accrued sick leave hours will be subject to City policy or the collective bargaining agreement covering the new position. Accrued sick leave hours transferred will be used prior to use of sick leave hours accrued in the new position. In the event that an accrued sick leave hours balance earned under PBPA agreements remains at the time of separation of employment, such payment for that part of the unused sick leave balance will be made in accordance with the payment requirements of the PBPA agreement that were applicable when the employee accepted the transfer.

ARTICLE 14
VACATIONS

SECTION 14.1 - SELECTION: Vacations shall be selected by seniority, according to the current practice of the parties except for the following:

(a) Vacation blocks of forty (40), eighty (80), one-hundred twenty (120), or one-hundred sixty (160), and/or any extra hours attached to the blocks of forty (40) hours, should be scheduled by February 15th of each calendar year.

(b) Any extra vacation hours not scheduled in 14.1 (a) should be scheduled, at any length, by seniority no later than March 15th, provided such selection is not in conflict with vacation hours that have been previously selected. If vacations are not submitted by the above date, then, in that case, vacations shall be approved, at any length, on a "first come/first serve" basis as long as the selection is not in conflict with the previously selected Duty Relief, Personal Leave or Vacation. Ties shall be broken by department seniority. Vacation hours not scheduled and/or not taken by the end of the calendar year shall be forfeited unless vacation is not taken at the direction of the department.

(c) Any employee may change all or part of his vacation at any time, provided that such newly selected vacation is not in conflict with the vacations, duty relief or personal leave that have been previously selected, and provided that such employee notifies, in writing, the commanding officer of his division, not less than five (5) days prior to the date of his previously selected vacation or newly selected vacation, whichever comes first.

(d) Once selected, vacations shall not be canceled for disciplinary reasons. If a voluntary transfer of a (a) Lieutenant, (b) Sergeant, or (c) Patrol Officer into a posted position, occurs, then the transferred employee shall reselect vacation from what is available, except (a) any employee who can show by dated receipt they have a financial commitment to a vacation, or (b) can show by letter from a spouse's employer that vacation cannot be changed, they shall be exempt from the reselection process. Financial commitment shall be deemed any amount in excess of $150.00. An employee who is involuntarily transferred may have his vacation changed only by mutual consent.

SECTION 14.2 - VACATION BENEFITS AND ACCRUAL: Each employee shall accrue vacation leave for use in the following calendar year on a schedule which will produce the following benefit per year of work, in the following contract years:

YEARS OF SERVICE	ACCRUAL RATE
Less than 1 year	No Vacation
1 year	Amount Accrued in Prior year
2-5 years	120 hours
6 years	128 hours
7 years	136 hours
8 years	144 hours
9 years	152 hours
10 years	160 hours
11 years	168 hours
12 years	176 hours
13 years	184 hours
14 years	192 hours
15 years and up	200 hours

Accrual and advancements will begin on January 1 and on a calendar year basis. The accrual rate will advance the year prior to the employee's anniversary date, when there is a change in the vacation benefit. Vacations will be taken on a calendar year basis.

If an employee begins service prior to the 15th of the month, he will be given vacation credit for the full month.

Employees who have not earned vacation credit entitling them to two weeks' vacation in the following year may take only the vacation credit earned. For the purpose of this Section, years of service shall mean an officer's employment seniority. The accrual rate per month for the first four years of service is 6.67 hours per month.

Employees shall accrue vacation leave on a monthly basis. They shall not accrue vacation leave, however, in any month in which they are absent for a full calendar month without leave or on a leave of absence without pay. Vacation will continue to accrue for the first six (6) months when an employee is off the job due to an on-duty injury, and will begin again when the employee returns to work.

SECTION 14.3 - LIMITATIONS: The Chief of Police shall determine the number and classification of employees to be on vacation at any given time and additional rules for scheduling and taking vacations. The City recognizes vacations shall be granted in all twelve months of the year.

SECTION 14.4 - CARRY-OVER: Vacation must ordinarily be taken the year following its accrual. The Chief of Police may, if in his judgment he feels extenuating circumstances are present, authorize an employee to carry over up to forty (40) hours into the next calendar year. Such vacation carryover should be scheduled and taken during the first quarter of the calendar year. The Chief of Police may, if in his judgment he feels extenuating circumstances are present, authorize an employee to carry over more than forty (40) hours into the next calendar year. Any vacation carryover not scheduled and taken during the first quarter of the calendar year must be approved by the Chief of Police.

SECTION 14.5 - ADVANCE CHECK: Requests to receive advance paychecks for vacation purposes must be approved by the employee's division commander and must be submitted to the City thirty (30) days prior to the payday on which the check is requested.

SECTION 14.6 - SEPARATION: Any employee who terminates employment with the City or is discharged shall be compensated in a separate check for all accrued but unused vacation leave at the regular rate of pay at the time of separation.

SECTION 14.7 – VACATION ANNUAL COMPENSATION: If an individual uses 40 hours or less of sick time by November 1st of a particular year, the employee will be allowed to sell back vacation of between 16 to 40 hours at a straight time rate. If an individual uses 24 hours or less of sick time by November 1st, the employee will be allowed to sell back vacation of between 16 and 80 hours at a straight time rate. This compensation will be paid to the employee at the same time as the annual compensation payout to lieutenants as provided in Section 9.6(b). Any employee wishing to sell back vacation must notify the Chief of Policy by November 1st of that calendar year.

ARTICLE 15
LEAVES OF ABSENCE

SECTION 15.1 - GENERAL LEAVE OF ABSENCE: The City may, at its discretion, grant a leave of absence to an employee. The City shall set the terms and conditions of the leave, including whether or not the

leave is to be paid or unpaid. Requests for discretionary leaves of absence shall be submitted in writing to the Chief of Police or his designee. During leaves of absence without pay (other than educational leaves), the seniority of the employee on leave shall remain frozen at the level of the employee's last day of employment.

SECTION 15.2 - MILITARY LEAVE: Military leave shall be granted in accordance with applicable law. An employee who is a member of a reserve unit will be granted leave for required training sessions not to exceed fifteen (15) calendar days per year, provided that notice is given not less than thirty (30) days before the first day of absence. During training leave, the City will pay the employee the difference, if any, between his regular City salary and the salary he is paid by the reserve unit.

An employee who is a member of a reserve unit, but not on active duty, shall be allowed to work military exchange days in place of days such employee is scheduled for monthly unit training assemblies, provided such unit training assemblies occur on a regularly scheduled work day of the employee, and such scheduling does not exceed the normal shift complement assigned. A request for such military exchange day shall be made to the Chief of Police or his designee sufficiently in advance of the unit training assembly day to permit scheduling of the military exchange day on the employee's regularly scheduled time off. Work performed on military exchange days shall not be used for overtime calculation or computation purposes.

SECTION 15.3 - JURY DUTY: An employee who has been duly summoned for jury duty during his normal duty hours shall be released from work for such periods as his presence is required at court. An employee whose regularly assigned shift starts between 1344 hours and 0459 hours shall be released from his shift that is regularly to end the day of jury service. When an employee from any shift is excused from jury service for the day he shall promptly notify the Department and shall be available for assignment for a period of time which, combined with his jury service shall constitute a normal workday. Upon receipt of a jury summons, the employee shall promptly notify his Commander through written memo of the dates he has been called for jury service. The employee shall turn in to the City all jury service fees as a condition of receiving payment under this Section.

SECTION 15.4 - TRADING DAYS: With the approval of the Chief of Police or his designee, employees will be permitted to trade days, provided the employees are of the same rank, skill, and have comparable experience and further provided that each is qualified to perform the duties of the other. Trading days shall not cost the City overtime. Repayment of duty trade days for the employee actually working shall be the responsibility of the individual employees and not the City. Except in a declared emergency under Section 1.2, no officer shall be allowed to work or be ordered in for more than two (2) double shifts on two (2) consecutive work days (2-24 hour periods) including Trade Days. It shall be the officer's responsibility to adhere to this limitation.

SECTION 15.5 - PERSONAL LEAVE: Personal leave shall be granted to employees as follows: (1) one through four years credited service - thirty-two (32) hours of personal leave; (2) five years or more credited service - forty (40) hours of personal leave.

SECTION 15.6 - DUTY RELIEF LEAVE: Each employee shall be granted sixty-four (64) duty relief hours each year. Employees, by seniority in the department, shall schedule, consistent with standard leave scheduling per General Orders and in accordance with this Section. Employees working Five-Day Shifts shall schedule sixteen (16) Duty Relief hours for each quarter of the calendar year by the fifteenth (15th) of the month preceding the quarter in which the hours are to be taken. Employees working Four-Day Shifts shall schedule twenty (20) Duty Relief hours each trimester (every four (4) months) of the calendar year by the fifteenth (15th) of the month of the preceding trimester in which the days are to be taken. Employees working Four-Day Shifts shall be entitled to use the remaining four (4) hours of the sixty-four (64) total hours as other leave time in accordance with existing policy and practice. Duty Relief Leave scheduled to be taken in the last quarter of the calendar year may, upon approval of the Chief of Police, be carried over and utilized no later than January 31 of the subsequent year.

Employees working Five-Day Shifts must take sixteen (16) Duty Relief hours per quarter. The scheduling periods for Five-Day Shift employees are January–March; April–June; July–September; and October–December. Employees working Four-Day Shifts must take twenty (20) Duty Relief hours every four months. The scheduling periods for Four-Day Shifts are January–April; May–August; and September–December. All officers are responsible for ensuring that they have scheduled their Duty Relief hours in the proper time period. They may not be carried over into another time period without prior approval of the Chief of Police, unless at the request of the shift/unit commander and with the approval of the Chief of Police. The employee may be permitted an exception for an extraordinary family or personal hardship.

Duty Relief hours may be scheduled on holidays. They may be linked to vacations and/or holidays so long as they do not exceed the maximum number of officers allowed off per shift.

Duty Relief hours of a transferred officer will be rescheduled in accordance with his newly assigned days off, unless the division commander approves otherwise because of prior commitments.

Probationary officers will have their Duty Relief hours assigned in conjunction with the FTO. When not assigned to an FTO, all other provisions of this Section shall apply.

SECTION 15.7 - BENEFITS WHILE ON LEAVE: A person on paid leave, to include IOD and Worker's Compensation, will be continued on the benefit accrual systems and will be provided medical coverage as if he was actively on duty except as provided in Section 16.8. A person on voluntary unpaid leave over thirty (30) days shall not receive benefit accruals and must pay the group hospitalization /medical /dental premiums should he wish to remain in the plan.

Vacation leave not used while on IOD shall be paid off by the February of the following year if the employee is unable to schedule his vacation within the year his IOD commenced.

SECTION 15.8 - ADMINISTRATIVE LEAVE: An employee, at the discretion of the Chief of Police, may be placed on paid administrative leave and shall accrue benefits as set forth in Section 15.7 of this Agreement.

SECTION 15.9 - CRITICAL INCIDENT LEAVE: An employee who has been involved in an incident resulting in the death or serious injury to another individual may, at the discretion of the Chief of Police or his designee, be placed on Critical Incident Leave pending his return to full duty. An employee placed on this status shall accrue benefits as set forth in Section 15.7 of this Agreement. All Critical Incident Leave shall be with pay.

If the Employer requires a fitness for duty examination for an employee to return to duty, the employee shall obtain the clearance from a physician as selected by the Employer. The affected employee, when required to travel to a physician outside of a 20 mile radius from Police headquarters, shall either be provided with a Department vehicle for transportation or reimbursed for any expenses associated with travel, at the Department's discretion. A Union representative shall be allowed to accompany the employee at the request of the employee, however, the representative will be restricted from attending the actual fitness for duty examination. The representative shall be considered on duty and shall be paid accordingly.

SECTION 15.10 - FAMILY MEDICAL LEAVE ACT: The City and the Association agree to work together to comply with all Federal regulations governing Family and Medical Leave. Eligible employees will be entitled to twelve weeks of Family and Medical Leave per twelve month period for covered reasons. All aspects of the leave will be governed by the Federal Regulations unless mutually agreed otherwise.

For purposes of administration, the year period shall be a rolling twelve month period. All time taken by

an employee shall be counted towards the required twelve weeks of Family and Medical Leave if it is for one of the covered areas. Employees shall be required to use all applicable accrued leave time prior to going on unpaid status. Accrual of benefits for any time an employee is on unpaid status shall be as provided under this Agreement, except that the availability of health insurance shall be as required in the Family Medical Leave Act.

SECTION 15.11 – BEREAVEMENT LEAVE: All permanent full-time regular employees shall be eligible for up to twenty-four (24) hours paid bereavement leave in the event of a death of a member of the employee's immediate family. Immediate family is defined as parents, spouse, children, grandchildren, grandparents, brothers and sisters, and in-laws (limited to mother, father, sister, brother, son, daughter and grandparents). If additional time off is needed or if time off is requested for a person other than that specified above, the Chief of Police may approve the employee's use of accrued vacation, sick and/or personal leave, and such approval or disapproval will not be subject to the grievance procedure. Upon request, the employee will provide substantiating documentation of the need for the leave.

ARTICLE 16
EMPLOYEE DISCIPLINE

SECTION 16.1 - STANDARDS OF DISCIPLINE: All disciplinary action against employees covered by this Agreement shall be carried out in accordance with department rules, regulations, orders, policies, procedures, city ordinances and state laws governing the discipline of law enforcement officers.

The City agrees with the tenets of progressive and corrective discipline where appropriate. However, when the severity of an infraction is great, dismissal outside the progression shall be considered an appropriate remedy. It should also be recognized that when using the principal of progressive discipline, all aspects of performance are taken into consideration. Individual infractions standing alone may not warrant action beyond the first, but when viewed cumulatively with warnings and other discipline actions, more extreme action may be appropriate. No non-probationary employee shall be disciplined without just cause.

SECTION 16.2 - DEPARTMENTAL DISCIPLINE: Disciplinary action rendered by the Department may take any one or more of the following forms:

a. Oral reprimand;
b. Written reprimand;
c. Suspension without pay;
d. Dismissal.

Rank of Sergeants and above are authorized to issue Oral reprimands. Rank of Lieutenants and above are authorized to issue written reprimands.

Suspensions without pay and dismissals shall be levied by the Chief of Police. Disciplinary suspensions without pay shall not exceed two-hundred forty (240) hours except as provided for in Section 17.2 (D). At the discretion of the Chief of Police, an officer may be allowed to trade paid leave time off (excluding sick leave) for a suspension without pay, limited to a disciplinary suspension of twenty-four (24) hours or less. By election to trade paid leave time off the officer agrees to waive his/her right to process a grievance on the disciplinary suspension. Officers shall have twenty (20) days from the date the officer is notified of such suspension to make the election to trade paid leave time for such suspension.

SECTION 16.3 - RIGHT TO REPRESENTATION: Employees shall have their right to Association representation at meetings within the Department when the employee(s) reasonably feels that disciplinary action may result. No suspension or dismissal will result without a prior offer to the employee to provide Association

representation. Notices of disciplinary actions taken will be provided to the Association.

Any employee who is involved in any incident in which his actions result in death or serious injury to another may be compelled by order, as provided in Appendix C, to provide preliminary factual information to the supervisor in charge of the scene. The involved employee shall have the right to consult with an attorney chosen by the employee prior to and during any further interview, interrogation or questioning, prior to and after being required to prepare and submit any report including special reports regarding the incident. When such request for counsel is made, no interview or interrogation or questioning shall proceed, nor shall any written statement or report be required to be submitted, until reasonable time and opportunity are provided the employee to obtain counsel.

No employee under formal investigation shall be questioned without first being informed of their rights under Garrity vs. New Jersey.

SECTION 16.4 - REVIEW OF DISCIPLINE: Review of any disciplinary action by the Chief of Police or his designee shall be grievable, providing the grievance is filed within twenty (20) days after the employee is notified of the discipline.

Disciplinary grievances shall be initially filed at Step 2 or at Step 3, as determined by the Chief of Police.

If the employee is not satisfied with the resolution of the grievance by the City Manager or his designee at step 3, the Association may, at the request of the employee, proceed to arbitration by notifying the Director of Personnel and Labor Relations within ten (10) days of the receipt of the step 3 response as set out in the grievance procedure in Article 5.

SECTION 16.5 - UNIFORM PEACE OFFICERS' DISCIPLINARY ACT: The Uniform Peace Officers' Disciplinary Act (50 ILCS 725/1 (1992) et. seq.) shall apply.

SECTION 16.6 - CONDUCT OF INVESTIGATION: Investigations shall be conducted expeditiously and consistent with employee's rights under law. Promptly upon the conclusion of the investigation, the employee shall be notified in writing of the results of an investigation in which the charge has been determined to be not sustained and if not, advised whether the department intends to take disciplinary action. Any employee, while serving such a suspension without pay, shall not have his off-duty employment, which does not involve the exercise of police powers, refused without just cause.

SECTION 16.7 - EXPUNGEMENT OF RECORDS: In keeping with the parties' agreement that discipline is to be corrective, it is agreed that all files maintained concerning an employee shall be expunged of any reference to his disciplinary history in accordance with the following:

(a) Oral Reprimand - one (1) year.
(b) Written Reprimand - two (2) years
(c) Disciplinary Suspension: Will remain permanently in the individual's personnel file.

SECTION 16.8 – STATUS DURING CRIMINAL INVESTIGATIONS: When an employee is arrested for or charged with a criminal offense or when a domestic violence order of protection that includes a firearms prohibition is issued against an employee, the employee will be immediately placed either on: 1) administrative leave with pay; or 2) restricted duty assignment, in the Chief of Police's sole discretion. If the employee has been formally charged in court with a felony, the employee shall immediately be placed on administrative leave without pay.

When a domestic violence order of protection that includes a firearm prohibition is issued against an employee as a result of an emergency or interim hearing and the employee has not been formally charged in court with felony, the employee will be immediately placed on administrative leave with pay, or at the Chief's discretion, on restricted duty with police powers suspended for a period of up to ninety (90) calendar days pending a plenary hearing or the dismissal of the order of protection, whichever occurs first.

When an officer is formally charged with a felony and subsequently acquitted, the Department shall make the officer whole for any regular wages, accrued benefits and seniority forfeited between the time the officer was placed on Administrative leave without pay and the time the officer was acquitted. It is understood that any disciplinary suspension or termination related to the criminal offense or felony charge is subject to the grievance procedure, and that the determination of any forfeited compensation, if any, will be based on the settlement of the grievance or the decision of the labor arbitrator.

The Department shall promptly investigate the incident consistent with the Department's policy of not interfering with a criminal investigation. In the event that criminal charges are filed by indictment or information, or in the event a domestic violence order of protection that includes a firearms prohibition is entered or continued after a plenary hearing at which the employee had the opportunity to appear, the employee will be carried on administrative leave without pay, (1) pending resolution of the criminal charge; (2) a determination by the Chief of Police that, because of the nature of the charges, the employee may be returned to full or restricted duty during the pendency of the charges; or (3) termination of an order of protection that includes a firearms prohibition.

Time on such administrative leave without pay shall not be considered discipline, but the Chief of Police shall credit such time on administrative leave without pay against any suspension that might subsequently be entered against the employee for that incident.

ARTICLE 17
FITNESS FOR DUTY

The Parties have agreed to move the text of Article 17 to Appendix F to enhance readability. The Parties agree that Article 17 shall remain in full force.

ARTICLE 18
SENIORITY

SECTION 18.1 - DEFINITION OF EMPLOYMENT SENIORITY: Employment seniority for the purposes of this Agreement shall mean the continuous service of an employee from the date of last employment as a Police Officer for the City of Peoria except as otherwise provided in this Agreement. When an employee is appointed as a regular Police Officer, he shall be credited with seniority retroactive to the date of his appointment as a probationary Police Officer except as otherwise provided. Employment seniority shall be used in determining an employee's eligibility for and rate of longevity pay and vacation leave accrual. In the event an employee has prior continuous service with the City of Peoria in a capacity other than Police Officer such service will be credited to his employment seniority solely for the determination of eligibility and rate of longevity pay and vacation leave accrual. Employees employed as of the effective date of this Agreement shall retain seniority as presently held.

SECTION 18.2 - DEFINITION OF TIME IN RANK SENIORITY: The term "time in rank seniority" refers to and is defined as an employee's length of continuous service with the City in his current permanent rank since his permanent appointment or promotion to that rank except as otherwise provided in this Agreement. Time in rank seniority shall include all time served while in current rank, in any higher rank, including non-bargaining unit ranks or positions and temporary or acting appointments.

SECTION 18.3 - COMPUTATION OF SENIORITY: For purpose of computation of seniority, continuous service shall include vacation, leaves of absence with pay, military service honorably completed and educational leave from which the employee returns immediately to City employment and remains for not less than three (3) years. In the event of a disability pension, he shall be entitled to a maximum of three (3) years' seniority in addition to that which he had already accrued. Continuous service shall exclude layoffs and unpaid leaves of absence of more than thirty (30) days other than military service and education as limited above.

SECTION 18.4 - TERMINATION OF SENIORITY: Seniority and the employment relationship shall be terminated when an employee:

(a) Quits, resigns or retires;
(b) Is discharged;
(c) Fails to report for work within forty-eight (48) hours after the termination of an authorized leave of absence, provided that an extension may be granted if, in the sole discretion of the City, extenuating circumstances prevented the employee's timely return and he notified the City within the seventy-two (72) hour period.

SECTION 18.5 - SENIORITY LIST: The City shall maintain and keep current a roster of all employees showing the current rank and applicable employment seniority and time in rank seniority totals and their relative seniority order for each employee.

(a) Seniority as between hires:

If two (2) or more officers have the same seniority date, the officer occupying the highest position on the eligibility list from which the officers was appointed shall receive seniority preference. If the officers were appointed from different lists, the officer earliest appointed shall be given preference. If a tie still exists, the officer's seniority in the next lower rank shall determine that officer's seniority ranking. If the tie is not otherwise resolved by this paragraph, the officers shall draw lots to determine their seniority ranking.

(b) Seniority as between promoted employees:

If two (2) or more employees have the same seniority date because they were promoted on the same day, seniority shall be determined by the order of promotion.

This roster shall be made available for inspection by employees or an authorized Association representative at reasonable times during regular City business hours.

SECTION 18.6 - POSTING: The City shall post an updated and current seniority list every year during the month of November on bulletin boards in the uniformed squad room, the detective squad room and the Richwoods substation, and shall forward a copy to the Association.

Any objection to the seniority list as posted shall be reported in writing to the Human Resources Director, with a copy to the Chief of Police within thirty (30) days of the date of its posting, otherwise the seniority list shall stand approved as posted.

SECTION 18.7 - PROBATIONARY PERIOD: NEWLY APPOINTED POLICE OFFICERS: Each newly appointed police officer shall be regarded as a probationary employee during the first one (1) year of his employment by the City plus one (1) day for each of formalized training excluding the Field Training Program, provided such probationary period does not exceed eighteen (18) months. The retention of the probationary officer is at the discretion of the City, and his dismissal shall not be subject to the grievance procedure. Any employee

who is off work or on light duty for more than a cumulative total of 10 working days (excluding regularly scheduled vacation, personal or duty relief leave) during their probationary period will have their 18-month maximum probationary period extended by the amount of time they are off work and/or on light duty.

ARTICLE 19
LAYOFF AND RECALL

SECTION 19.1 - LAYOFF: In the event a reduction of officers becomes necessary, layoffs shall occur in accordance with the provisions of Chapter 65 of the Illinois Compiled Statutes as they pertain to layoffs. Unless stated elsewhere in this Agreement, during layoffs, bargaining unit work will be performed by bargaining unit employees.

SECTION 19.2 - RECALL: Employees shall be recalled in reverse order of their layoff. The recall list shall stay in effect until all laid off employees have been recalled. Employees who are reduced in rank shall be recalled in the reverse order of their reduction. A list of employees to be recalled and the dates of recall shall be forwarded to the Association not less than fourteen (14) days in advance of the earliest recall date.

Employees who are being recalled shall be given notice of recall not less than fourteen (14) days in advance by certified mail return receipt requested or registered mail, return receipt requested, directed to the last mailing address given by the employee to the City. The employee must notify the Human Resources Director and the Chief of Police within ten (10) days after receiving notice of recall of his intention to return.

ARTICLE 20
OFF DUTY EMPLOYMENT

Both the City and the Association recognize the necessity and responsibility of members of the bargaining unit to conform at all times to the high standards of conduct required of professional law enforcement officers. The City consequently agrees that it has no objection to off duty police being engaged in any work or business consistent, and conducted in accordance with, the official orders, rules and regulations of the Department.

All officers who wish to be employed in off duty security positions must comply with applicable state laws and department regulations. Requests to work off-duty security must be routed through the chain of command. No officer may work off duty security employment without the approval of the Chief of Police or his designee. No officer shall work in excess of a total of 26 hours per week of off duty security employment in any week during which he works 40 hours or more for the department. This limitation in off-duty employment shall not include department time, departmental overtime and Civic Center employment.

The inclusion of Article 20 in this Agreement shall not be deemed or interpreted as a waiver of the City's right to regulate and determine the conditions under which off duty employment will be permitted, according to the current practice of detailing these requirements and conditions concerning off-duty employment through orders, rules and regulations. The City and the Union will abide by all applicable local, state and federal regulations regarding off duty employment.

The City agrees that the practice of officers utilizing uniforms and equipment issued to them for the regular performance of their duties may also be used in the performance of off-duty security employment consistent with departmental dress code and the approval and authorization of the Chief of Police of such off-duty security employment.

ARTICLE 21
PROMOTIONS

The following promotional process is agreed to between the parties for all promotional testing for the ranks of Sergeant and Lieutenant in the Peoria Police Department during the term of the current Collective Bargaining Agreement which expires December 31, 2021.

SECTION 21.1 - GENERAL NATURE OF TESTS: The promotional process shall be practical in character and relate to those matters which will fairly test the capacity of the applicants to perform the duties of the positions to which they seek appointment. The City will take all reasonable steps to develop promotional processes which comply with all applicable state, federal and local statutes, ordinances and regulations prohibiting discrimination and which are validated, job related, and non-discriminatory.

The selection of tests and testing agencies is a responsibility of the City. Therefore, the City alone is responsible for challenges and litigation arising out of or in the course of using any testing procedure. The City shall pay all costs associated with administering the promotional process in the Police Department. The Association agrees to cooperate and to encourage its members to cooperate in the development of any promotional process, including procedures for job task analysis, test validation, and other similar tasks. All officers who participate in the promotional examination while on duty will be compensated at their appropriate rate of pay as determined by Article 9 of the current Collective Bargaining Agreement. Officers who are off duty and who participate in the actual promotional exam will not be compensated for time spent taking the promotional examination.

SECTION 21.2 - GENERAL TEST PROCEDURES:

All promotional testing shall take place during the period February 1st through May 1st.

Notice of the time and place for the assessment center examination and written examination shall be given by the City by posting on the bulletin boards commonly used for the Association at least 60 days preceding the date of the assessment center examination. Officers who desire to participate in the promotional process must file notice of their intent to participate with the Human Resources Department within 30 days after the posting of the notice. The first element of the promotional process shall be the assessment center examination, followed by the written examination, which will be at a later date. At the earliest practical time, but in no event later than the time of the posting of notices for the examination, the City shall make available a reading list of all books and materials upon which the written examination will be based. A copy of the reading list will be given to each applicant for promotion at the time their application is filed. In addition, if any specialized study materials are developed or compiled specifically for a given examination, copies of such materials will be provided to each applicant at the time their application is filed. Copies of books and other materials on the reading list, if any, will be made available through the police library in a ratio of not less than one copy of each to 4 applicants for the sergeant's examination, and one copy of each for each 3 applicants in the lieutenant's examination. The Department will make these books and materials available for checkout by applicants for the respective examinations and will maintain not fewer than 2 copies of each for use only in the library. The Department will make every reasonable effort to assure that books and other study materials are equally available to all declared applicants.

All applicants who complete the assessment center examination shall also be eligible to participate in the second phase of the promotional testing process (i.e. the written examination). All applicants for the position of sergeant who complete the assessment center examination and written examination with an average of 70% or higher will be eligible to participate in the peer review portion of the promotional process.

Each candidate will be given their score for the assessment center examination within ten (10) days after the completion of that phase. The written examination shall be graded at the test site on the day the examination is given. Each candidate's test will be graded at the time it is turned in at the test site and the candidate shall be given a written or printed copy of their preliminary test score, signed or otherwise verified by the party conducting the grading. Within ten (10) days after the conclusion of the promotional testing process, the composite score and the scores of each component of the promotional process will be given to each candidate who has passed all of the components, and will be posted on the bulletin boards generally used for posting of such notices throughout the Department.

Applicants shall have added to their composite score one point or a fraction thereof according to the following scale of years of service with the Peoria Police Department computed as of the date of the assessment center examination:

At least 10 years, but less than 15 years:	1/4 point
At least 15 years, but less than 20 years:	1/2 point
At least 20 years, but less than 25 years:	3/4 point
25 or more years:	1 point

Every applicant who was engaged in a military or naval service of the United States at any time for a period of one year and who was honorably discharged therefrom who is now or who may hereafter be on inactive or reserve duty in such military or naval service, not including, however, persons who were convicted by court martial of disobedience of orders where such disobedience consisted in the refusal to perform military service on the ground of alleged religious or conscientious objections against war, and whose name appears on a promotional eligibility register shall be preferred for promotional appointment. The City shall give preference for promotional appointment to such persons by adding to the overall score they receive as a result of the promotional process, .2 of one point for each six months or fraction thereof of military or naval service, not exceeding 30 months. The numerical result thus attained shall be applied in determining the position of such applicant on the eligible register. No person shall receive preference for a promotional appointment under this provision if he/she has received one promotion from an eligible register on which he/she was allowed such preference. Any candidate wishing to claim a veteran's preference shall file the appropriate documentation with their notice of intent to participate in the examination process.

Applicants shall have added to their composite score as a result of the promotional process one point or a fraction thereof according to the following college degrees from an accredited educational institution possessed as of the date of the assessment center:

Associates degree -	¼ point
Bachelor's degree -	½ point
Masters degree -	¾ point
PhD -	1 point

An educational institution must be accredited by the Council of Higher Education Accreditation (CHEA) or a regional accrediting body recognized by CHEA, e.g., North Central Association of Colleges and Schools (NCA).

These applicants shall take rank upon the promotional register in the order of their relative composite score, including the seniority calculation, any veteran's preference calculations and any educational preference calculations without reference to priority of time of examination. The promotional register shall be valid for three years from the date of the posting. At the expiration of three years from the date of posting the promotional register shall be expired and no more promotions shall be made from such register.

At least one hundred twenty (120) days prior to the date on which a promotional eligibility list is to expire, the City shall commence the promotional process to create a new eligibility list for the rank to which the expiring list applies. The new eligibility list shall be compiled and posted within thirty (30) days after the expiration of the preceding eligibility list. If all of the candidates on the promotional eligibility list are promoted, more than one hundred twenty (120) days prior to the expiration date of the list, or if for any other reason no eligible names remain on the list at such time, the City shall immediately commence the promotional process to create a new promotional eligibility list.

Appeals of scores and procedures used in the promotional testing process are subject to the grievance procedure. Appeals shall be filed in writing within fifteen (15) days of the date of the posting of the eligible register and will move directly to Step Three (3) of the grievance procedure outlined in Section 5.4 of this Agreement.

SECTION 21.3 - SERGEANT PROMOTIONS: Promotions to the rank of sergeant shall be open to all police officers who have been in active service as a police officer with the Peoria Police Department for not less than five (5) years following completion of probation. Any period in excess of 30 consecutive days during which the applicant was unable to perform the duties of a police officer shall not be included in the calculation of active service time for purposes of this section, excluding authorized military leave, FMLA, and injuries incurred on duty (IOD).

The promotional process for the rank of sergeant shall consist of three elements which shall be rounded up to the nearest hundredth of a point and will be weighted as follows:

1. Written examination - 50%
2. Assessment Center Examination - 50%

The written and assessment center examinations will be administered by or under the direction of an outside consultant employed by the City. The assessment center examination will be conducted by command level police officers from City police departments outside the immediate Peoria area who have at least five (5) years of command level police experience in a city with a population, including its surrounding metropolitan area, of at least 50,000 and who are not personally acquainted with any of the candidates. All interviewers shall receive appropriate training from the consultant in the assessment center process. None of the suggested responses to the questions asked during the interview will be in violation of applicable Peoria Police Department policies and procedures, applicable State and Federal laws and City of Peoria ordinances. All assessment center examinations shall be audio and video recorded. Candidates may view/listen to their own video/audio recording to review their performance.

All eligible candidates shall be permitted to participate in the assessment center examination and the written examination. The written examination is weighted at 50% with a maximum of 50 points possible. The assessment center examination is weighted at 50% with a maximum of 50 points possible. The twenty (20) candidates with the highest total weighted score will become the sergeant's promotional list.

SECTION 21.4 - LIEUTENANT PROMOTIONS: Promotion to the rank of lieutenant shall be open to all sergeants who, at such time as the then current promotional list expires, have served in the rank of sergeant or above for not less than two years. Time served in an acting rank pursuant to appointment by the Board of Fire and Police Commissioners shall be considered time served in the appointed rank for purposes of this section.

Beginning in 2006, to be eligible to participate in the promotion process for lieutenant, an employee must have served in the rank of sergeant for not less than two (2) years following completion of their probationary

period.

The promotional process for lieutenant shall consist of three elements which shall be rounded up to the nearest hundredth of a point and be weighted as follows:

1. Written examination - 50%
2. Assessment Center Examination - 50%

The written and Assessment Center examinations will be administered by an outside consultant employed by the City. The assessors will be command level police officers from City police departments outside the immediate Peoria area who have at least five (5) years of command level police experience in a city with a population, including its surrounding metropolitan area, of at least 50,000 and who are not personally acquainted with any of the candidates. All assessors shall receive appropriate training from the consultant in the Assessment Center process. The structured assessment center shall be administered and all scores provided to the applicants prior to the commencement of the written examination.

All eligible candidates shall be permitted to participate in the assessment center examination and the written examination. The written examination is weighted at 50% with a maximum of 50 points possible. The assessment center examination is weighted at 50% with a maximum of 50 points possible. The twenty (20) candidates with the highest total weighted score will become the lieutenant's promotional list.

SECTION 21.5 - FILLING OF VACANCIES: When the City elects to fill a vacancy in the ranks of Sergeant or Lieutenant, the Chief of Police shall choose from among the three candidates having the highest overall score. If fewer than three candidates remain on the promotional eligible register, then the Chief of Police shall choose from among those remaining.

Candidates so selected shall be extended a conditional offer of promotion.

Each employee promoted shall serve a probationary period of six (6) months. Such probationary period shall include any time served by the employee in an acting or temporary capacity in the rank to which the employee is promoted, with the following exceptions.

1) Credit shall only be given for time served during the period of one (1) year immediately preceding the permanent promotion.

2) In the event that an employee is demoted from a temporary or acting capacity due to their poor performance or discipline, time served shall not be credited and the employee shall serve the full six (6) month probationary period upon permanent promotion.

If the probationary employee fails to successfully complete the promotional probationary period, the Chief of Police, with the concurrence of the City Manager, will reinstate such employee in his/her prior rank. The decision to reinstate an employee in their prior rank shall be reviewable exclusively through the grievance procedure in the current Collective Bargaining Agreement. The grievance shall be filed at Step 3 of the grievance process.

A candidate who refuses to accept a promotion after having been notified of a conditional offer of promotion shall be stricken from the promotional eligible register.

ARTICLE 22
UNIFORMS AND EQUIPMENT

SECTION 22.1 - ISSUANCE OF UNIFORMS AND EQUIPMENT: The City shall issue to each probationary patrol officer upon hiring, the following articles of equipment and such other uniform items as may be determined by the City and issued at the City's expense:

impact weapon(s) and holder	Illinois Vehicle Code
flashlight	Illinois Criminal Code
whistle	General Orders
two badges	PREP radio cases
cap badge	handcuff case
ammunition	Miranda card
ammunition case	Fire & Police Commission Rules
handcuffs	Chapters 4 and 5
chemical spray and holder	Bullet proof vest

Any employee promoted to the rank of Sergeant or Lieutenant shall be issued the appropriate insignia of rank which they are required to wear. Business cards will be provided to Officers for their current rank and to Officers upon completion of initial and promotional probationary periods.

SECTION 22.2 - REPLACEMENT OF UNIFORM AND EQUIPMENT: The City shall issue Spring and Fall uniforms or other uniform apparel each year as needed by the employee. Employees receiving a plain-clothes allowance shall only receive uniforms on a replacement basis while they are receiving the allowance. The employee shall turn in their worn or damaged items to the Training Sergeant or his designee, and he shall determine whether the item shall be repaired or replaced or remain in service. The employee shall reimburse the City for the cost of items issued to him which he damages, loses or has stolen from him through his negligence.

SECTION 22.3 - RETURN OF UNIFORM AND EQUIPMENT: All items of uniform and equipment provided to employees shall remain the property of the City. Upon an employee's permanent separation from the police department, only equipment, not uniforms, must be returned or paid for by the employee before his final payroll check will be issued. Probationary officers shall be required to return all items of uniform and equipment provided to them.

SECTION 22.4 - LEATHER AND GUN MAINTENANCE ALLOWANCE: All new employees will be required to purchase their service weapon and appropriate leather equipment. The Department will maintain a listing of approved weapons for use by Police Officers. All employees shall be paid an allowance of $700.00 annually for the maintenance of their guns and leather goods. This allowance shall be paid in the first pay period in March for the calendar year, and upon termination shall be prorated for all months of actual service on the Police Department during the calendar year.

Effective January 1, 2009, the general increase percentage for the salary schedule listed in Section 39.4 for a particular calendar year shall be the percentage used to determine the percentage increase for the Leather and Gun Allowance for that corresponding calendar year.

Effective January 1, 2022, the Leather and Gun Allowance will be $976.73. Effective January 1, 2023, the Leather and Gun Allowance will be $1,003.59. Effective January 1, 2024, the Leather and Gun Allowance will be $1,031.19.

SECTION 22.5 - PLAIN CLOTHES ALLOWANCE: Effective January 1, 2009, the Allowance for

employees who are regularly assigned to positions which have been determined by the Chief of Police to require the regular and continuous use of dress attire, (i.e., suits, sport coat, tie and slacks) shall be increased to $900. The clothing allowance shall no longer be determined by unit or position designation. Those employees who are regularly assigned to positions which have been determined by the Chief of Police to require the regular and continuous use of clothing other than dress attire and the police uniform shall receive an annual allowance of $500 and have a percentage increase in the clothing allowance equivalent to the general increase percentage for the salary schedule listed in Section 39.4 for 2009.

All clothing allowances shall be paid in the first pay period in March for the calendar year.

Effective January 1, 2010, the general increase percentage for the salary schedule listed in Section 39.4 for a particular calendar year shall be the percentage used to determine the percentage increase for all Plain Clothes Allowances for the corresponding calendar year.

Employees shall receive the full clothing allowance upon appointment to their position. On the January 1st, first following appointment, the employees annual clothing allowance shall be prorated based upon their length of service in the previous year. Employees who are transferred out of a position receiving a clothing allowance, shall repay the City, on a prorated basis, through monthly payroll deduction for the portion of the year not served in the position.

SECTION 22.6 - REPLACEMENT OF LOST/DAMAGED PERSONAL PROPERTY: The City will reimburse employees for loss or damage to personal property, pursuant to General Order No. 274-84, and subsequent amendments, while in the performance of official duties to a maximum of $300.00 per incident, $700 for cellular phones, with a maximum of $900.00 per year, not inclusive of cellular phone reimbursement(s). The officer shall be required to submit a special report regarding the loss of property to the Assistant Chief of Police for approval. Loss or damage incurred due to the negligence or carelessness of the officer shall not be applicable to this section.

SECTION 22.7 - USE OF PERSONAL VEHICLE: Employees required to use their personal vehicle for Police Department business shall be paid mileage at the City rate and under the same terms applicable to other City employees generally.

SECTION 22.8 - PROTECTIVE EQUIPMENT: The City agrees to provide in each police vehicle two (2) pair of unused protective gloves. The City also agrees to provide in each police vehicle one sterile CPR mouthpiece per employee per shift. Arrangements shall be made by the City to replace all gloves and masks upon request by an employee. The City agrees to the process of removing blood substances from police vehicles in accordance to OSHA regulations (29 CFR, 1910.1030). The police transport vans shall be equipped with six (6) pair of unused protective gloves and two (2) sterile surgical masks and CPR mouthpiece. Upon request by the officer, the Department will make available one (1) pair of autopsy gloves. The vehicle operator, before the start of each shift, shall ensure that the appropriate protective equipment is available in his vehicle.

ARTICLE 23
SPECIAL EVENTS

SECTION 23.1 - NOTIFICATION: An employee who is scheduled to work a scheduled, non-emergency established recurring Special Event (example: Steamboat Days, Santa Claus Parade, Proctor Bicycle Race, Fourth of July Celebration, New Year's Eve) shall be notified by the City seven (7) days in advance of such event of the hours of work. Major new events shall be subject to this provision if it is determined that they will require manpower resources of a comparable amount, and if the Chief of Police is formally notified of the scheduled date at least thirty (30) days prior to its occurrence.

SECTION 23.2 - FAILURE: Any employee not notified seven (7) days in advance and who is required to work the Event shall be paid at one and one-half (1 1/2) the rate of pay he would have normally received for working the Event unless such work occurs during a shift he is otherwise working or an emergency occurs which requires calling in additional manpower. Prior to ordering an employee to work, volunteers will be sought.

SECTION 23.3 - CANCELLATION: Any employee who is notified that he is scheduled for a Special Event shall receive two (2) hours pay at his regular rate if he does not work the Event and does not receive notice of cancellation twenty-four (24) hours prior to his reporting time.

SECTION 23.4 - STANDBY: Any employee who is notified that he shall be scheduled for a standby date for an event shall receive four (4) hours pay at his regular rate if he does not work the standby date, unless he receives notice of cancellation twenty-four (24) hours prior to his reporting time.

ARTICLE 24
EDUCATION

SECTION 24.1 - ADJUSTMENT OF HOURS: An employee may be allowed to adjust his work hours whenever possible, with approval of his Division Commander, to attend Police Science or management courses.

ARTICLE 25
EMPLOYEE ASSISTANCE PROGRAM

The City and the Association agree to continue the Employee Assistance Program to assist employees who are experiencing personal problems which the employee believes may be affecting his job performance. This program is available to all employees, and employee participation in the Employee Assistance Program shall be voluntary, confidential, and not used for or considered in matters relating to performance evaluation, discipline or promotions. Participation in the program shall not be used as an excuse for poor job performance or discipline.

ARTICLE 26
FUNERAL EXPENSES

In the event an officer is killed in the line of duty, or dies from injuries sustained in the line of duty, the City shall pay the sum of $9,000.00 toward funeral and connected expenses to his surviving spouse (or, if none, to his heirs), regardless of amounts paid from other sources.

ARTICLE 27
PENSION BENEFITS

The City and the Association agree that pension benefits to which the employees are entitled are governed by State Statutes.

ARTICLE 28
PERFORMANCE EVALUATIONS

SECTION 28.1 -GENERAL:

(a) The performance of each member of the bargaining unit shall be evaluated at least annually at a time sufficiently in advance of the effective date of the employee's anniversary. This evaluation, to be conducted by the employee's immediate supervisor (also known as the "Rating Supervisor"), shall serve both as the "service

rating" and as a departmental measurement of performance.

(b) Evaluations shall be conducted by a Rating Supervisor who has had the employee under his assigned supervision for four hundred (400) hours. If this is not the case, the evaluator shall note and take into account the period of observation. If the immediate supervisor has less than four hundred (400) hours of observation, the predecessor supervisor, if available and if he has supervised the employee for at least four hundred, (400) hours shall conduct the evaluation; if the predecessor is not available, the commanding officer, in consultation with the immediate supervisor, shall conduct the evaluation. Written standards of evaluation shall be made known to the bargaining unit and all evaluators in writing. Evaluators shall make a good-faith effort to apply such standards in all evaluations.

(c) When an employee is rated unsatisfactory in any category, the Rating Supervisor shall state the reason(s) for such rating and shall if practicable suggest means of improvement.

(d) After the evaluation is made, the employee shall be given a copy and the Rating Supervisor and the employee must meet to discuss the evaluation.

(e) Anything lower than a satisfactory annual evaluation may be grieved in accordance with the grievance and arbitration provisions of this Agreement. In any such arbitration, the arbitrator shall not substitute his judgment for that of the evaluator absent evidence that the evaluator exercised his judgment arbitrarily or capriciously.

(f) During the period of an annual evaluation, interim performance observation reports shall be neither grievable nor arbitrable unless incorporated into a lower than satisfactory annual evaluation.

ARTICLE 29
TRANSFERS - ASSIGNMENTS

SECTION 29.1 - ASSIGNMENT:

(a) Police officers and Sergeants and Patrol Lieutenants shall select annually in November, for a one (1) year period, their preferred shift and days off in their respective Units, on the basis of their seniority in rank, subject to the approval of the Chief of Police or his designee. The Chief of Police shall not arbitrarily or capriciously deny such approval. If permanent vacancies occurring during the year are filled, they shall be filled on the basis of seniority within the unit.

(b) Nothing contained herein shall limit the discretion of the City to determine the number or qualifications of employees to be assigned to each division, or the discretion of the City to assign and transfer employees to meet the requirements of the Department.

SECTION 29.2 - TRANSFER: Patrol officers and Sergeants, with approval of the Chief of Police, who are subject to an involuntary transfer, may be allowed to use their seniority for days off and shift assignment in the organizational unit to which the transfer is to be made. Employees who voluntarily transfer to another organizational unit during the annual shift bid shall be allowed to use their seniority for days off and shift assignment within the organizational unit to which they transfer. Employees who voluntarily transfer to another organizational unit after annual shift bid shall not be allowed to use their seniority for days off and shift assignment until the next vacancy occurs in the organizational unit to which they transfer, or until the next annual selection of shifts and days off, whichever occurs first. In the case of a vacancy transfer within an organizational unit, the vacancy shall be filled and days off selected on the basis of seniority. Probationary officers, upon completion of Field Training may be assigned to a shift and off days in Patrol at the Chief's discretion. Such officers shall

remain in that assignment until the first Patrol shift bid (Annual or mid-year), and shall bid into a vacant position at the first bid opportunity.

The defining characteristic of an organizational unit is that the primary function performed is separate and different from other functions performed within the Department. Examples of current organizational units would include: Patrol; Vice/Narcotics; Traffic; K-9; Crime Scene Unit; Public Information Officer; Professional Standards; Crimes against Person/Property/Juvenile; Asset Forfeiture; Criminal Intelligence; and Fraud Investigator.

SECTION 29.3 - NOTICE: When assigning and transferring employees, the City agrees to provide advance notice of fourteen (14) calendar days to the employee whenever, and to the extent, operational practices and needs of the Department permit.

SECTION 29.4 - TEMPORARY TRANSFERS: Temporary, "3V", transfers shall be only utilized to fill the short term personnel needs of the Department. For the purpose of the section, short term shall be defined as one hundred twenty (120) days for existing positions; one hundred eighty (180) days for positions not previously existing in the bargaining unit; and up to one (1) year for an officer who is off work due to injury, illness, or military service. The employee shall be given reasonable advanced notice of the temporary transfer. Employees shall be required to work temporary positions for not more than one hundred eighty (180) days per year, per employee, unless the position opening is due to illness, injury or military service. For purposes of this section, a year will commence on the day the officer is transferred.

If an organizational unit is reduced in size, for any reason, the individual temporarily transferred into the organizational unit shall be the first individual returned to his original assignment. No officer temporarily assigned to other duties shall have his original established position permanently filled by any other officer.

ARTICLE 30
PATROL OFFICER ASSIGNMENTS

SECTION 30.1 - POSTED POSITIONS:

(a) It is recognized by the parties that in conducting the normal operations of the Department there are police officer assignments in specific divisions which must be filled. All provisions of this Article, apply only to those positions below the rank of Sergeant. Police officer assignments in specific divisions, and any other police officer positions that involve the performance of collateral duties within Department divisions, are subject to the requirements of posting under the terms of this Article. It is also recognized that posted requirements for some collateral duty positions may limit the applicants to only those police officers assigned to a specific division at the time of the collateral duty assignment.

SECTION 30.2 - POSTING REQUIREMENTS: Notice of permanent patrol officer vacancies in positions referenced in Section 30.1 shall either be sent electronically to all necessary employees or be posted on appropriate Department bulletin boards for a period of seven (7) days. A copy of such posting shall also be forwarded to the Secretary of the Association. The posting shall set forth the title of the position, a description of the essential job duties, responsibilities and additional benefits, if any. The posting shall also include those necessary qualifications, skills and experience necessary to be considered for the position. The posting is not a complete list of all the duties and responsibilities that must be performed, nor does it list all the secondary qualifications and skills that may be used in the position. The posting shall not prevent interim assignments during the assignment process and shall not be required for temporary assignments over authorized strength of the Unit.

SECTION 30.3 - METHOD OF SELECTION: A committee shall be formed to interview all applicants who have met the minimum qualifications for the position. The committee shall normally consist of a mixture of

management and non-management personnel as determined by the Chief of Police. A representative from the Association upon the employee's request shall be allowed to be present during the interview as an observer. The committee shall then make a recommendation or recommendations to the Chief of Police in writing, with a copy forwarded to the Association.

SECTION 30.4 - NEW POSITIONS: Whenever a new position is created, the Association will be notified of the essential duties and responsibilities of the job and the position shall be posted and filled in accordance with the provision of Article 30.

SECTION 30.5 - TEMPORARY VACANCIES: Whenever a bargaining unit position will not be permanently filled or is to be discontinued, the Association will be notified. Interim assignments will not be made to such positions to circumvent the provisions of Article 31. If the vacant position is to be permanently filled, it will be posted and filled as set forth in Sections 30.2 and 30.3.

ARTICLE 31
WORKING OUT OF CLASSIFICATION

SECTION 31.1 - GENERAL:

(a) Need for Temporary Promotion: To assure the orderly performance and continuity of services, the City may elect to temporarily promote employees to positions of a higher rank. For the purpose of this Article, it is understood that temporary promotions may be made for up to a period of one hundred eighty (180) calendar days for a specific position vacancy. An extension of temporary promotion time beyond the initial one hundred eighty (180) calendar day period may be requested by the Chief of Police for a vacancy due to illness, injury or military service, and shall be subject to the approval of the Association. Such approval shall not be arbitrarily or capriciously denied._ It is not the intent of the City to circumvent or avoid the normal appointment or promotion process, and temporary promotions shall not be for this purpose.

(b) The various provisions of this Article shall apply to position vacancies involving the rank of Police Sergeant and Lieutenant. The provisions of this Article shall not apply to position vacancies involving any other position (including non-bargaining unit positions, as well as positions in other bargaining units), even when such position vacancies are filled on a temporary promotion basis by officers from this bargaining unit.

(c) Selection shall be made by and at the sole discretion of the Chief of Police, subject to Fire and Police Commission appointment, if applicable, taking into consideration, among others, the applicable promotional eligibility list; the knowledge, skill and ability requirements of the position to be filled; and the qualifications, job performances, and seniority of those officers eligible for the temporary promotion.

(d) Employees temporarily promoted shall receive the appropriate pay for the higher rank.

(e) No member of the bargaining unit shall be temporarily promoted more than (1) rank.

SECTION 31.2 - TEMPORARY UPGRADE: Whenever an employee is designated by the Chief of Police to perform the duties of a higher ranking officer, he shall receive an additional five percent (5%) of his base pay while performing those duties.

ARTICLE 32
LIGHT DUTY

After the regular return-to-work examination by the City physician, the Chief of Police may allow or order

an individual injured either on duty or off the job and who is not currently drawing a disability pension to return to work, for a period not to exceed 180 calendar days for off the job injuries, to perform a specific modified duty project, consistent with limitations placed on the employee by his or the City physician, provided such a project assignment is available. Any difference in the limitations imposed by the employee's personal physician and the City physician shall be determined by a third physician selected jointly by the employee's physician and the City's physician. The employee must provide written documentation from his personal physician outlining which if any of the limitations the personal physician feels are inappropriate and/or what additional limitations the personal physician believes are necessary. This documentation must include the medical basis for the physician's determination. The employee is required to report for a light duty assignment unless within three working days, they dispute the City physician's determination with the written medical documentation outlined above.

The third physician's opinion shall decide the dispute. The third opinion shall be paid by the City. The City shall be under no obligation to create a specific modified duty project if one does not exist. The Chief of Police shall establish and implement rules concerning light duty work. In the event there should be more requests for modified duty projects than available, the first preference shall go to officers injured on duty.

It is understood that this Article applies only to light duty assignments and does not affect the rights of either party or any employee with regard to medical releases to return to full-duty.

ARTICLE 33
INSURANCE

SECTION 33.1 - LIFE INSURANCE: Effective January 1, 2006, the City agrees to provide a life insurance policy on each employee in the amount of fifteen thousand dollars ($15,000.00), with thirty thousand dollars ($30,000.00) accidental death coverage. The death benefit shall be paid to the employee's designated beneficiary, or if the employee has failed to provide the City with a beneficiary, then the amount shall be paid to the employee's estate.

SECTION 33.2 - HEALTH INSURANCE: The parties agree that the consideration of the Health Insurance Program (hospitalization and major medical) has been deferred to the Joint Labor/Management Health Care Committee by separate agreement.

In the event that, after reasonable effort, the Joint Labor/Management Health Care Committee has been unable to reach an agreement on a health care plan or one is not approved by the City Council, either party may serve upon the other a request to bargain, and the parties shall then promptly bargain over the issue of health insurance (Article 32). If after bargaining in good faith over the issue(s), the parties are unable to reach agreement, the impasse procedures of the Act shall apply.

ARTICLE 34
INJURED ON DUTY LEAVE

SECTION 34.1 - WORKER'S COMPENSATION OR LINE OF DUTY INJURIES: Whenever any employee suffers any injury or illness in the line of duty which causes him to be unable to perform his duties, he shall continue to be paid by the City in the manner and to the extent provided and required by 5 ILCS 345/1, the Worker's Compensation Act and any other statutes applicable on the effective date of this contract. The parties agree that the one year period for IOD shall be calculated as one calendar year from the date of injury excluding any days the employee was on full police duty. An employee who has worked not less than 60 calendar days on light duty during the IOD period, will be eligible immediately following the expiration of the one (1) calendar year of IOD for an additional day of IOD leave or light duty leave (provided the employee otherwise qualifies for

light duty under the terms of Article 32 of the Agreement) at the rate of one additional day for each two days of light duty worked during the IOD period but not to exceed sixty (60) calendar days.

SECTION 34.2 - MEDICAL PAYMENTS: The City agrees to pay all medical costs related to on-the-job illness or disability suffered by an employee as required by law.

ARTICLE 35
EMPLOYEE RIGHTS

SECTION 35.1 - PERSONNEL RECORDS: Employees shall have the right to review any City and/or department personnel records as required by state statute and shall have the right to affix a rebuttal statement to any material with which the employee objects. The City will comply with all state and federal privacy laws governing an employee's personnel records.

SECTION 35.2 - RESIDENCY: Employees shall establish and maintain their principal place of residence by the end of their probationary period within a twenty (20) mile radius of the Peoria Police Department Headquarters. An employee's unauthorized residency outside this twenty (20) mile radius shall be grounds for immediate dismissal. For the purpose of this Section, an employee's place of residency shall be considered to be his principal place of domicile.

If the need to establish residency within the probationary period causes an extreme hardship on an employee, the Chief of Police may grant an extension of the time limit, not to exceed one year.

SECTION 35.3 – DUTY TO DEFEND: The parties agree to abide by the requirements of 65 ILCS 5/1-4-6. When an officer is served with process or otherwise receives legal notice that he is being sued for actions and/or omissions taken by the officer in the course of his employment with the Peoria Police Department, the officer shall give notice to the City of the lawsuit as set forth in such statute. The City shall furnish legal counsel to defend the officer and shall pay the costs and fees of such counsel. Officers that have retired, resigned, taken a leave of absence, are on light duty, medical leave, are on suspension or administrative leave shall enjoy this benefit with functionality equal to an active officer.

Counsel shall be provided to the officer through litigation up to and including the conclusion of a single appeal. The City will not be obligated to provide counsel after the conclusion of a single appeal unless the appeal results in a remand which requires a new trial, in which case counsel shall continue to be furnished during the pendency of the new trial and any single appeal following the second trial.

This clause shall not constitute any form of a waiver of the legal rights afforded each party under applicable Federal and State Statutes.

ARTICLE 36
TRAINING

The City shall make every effort to provide a program of in service training for employees in the bargaining unit designed to maintain a high standard of performance and to increase the skills of employees. Training courses to be attended shall have a direct bearing on the work of the Department. Attendance at training courses must be authorized by the Chief of Police or his designee. Occasionally the City may decline to pay for training trips. The employee may feel that the trip would be of benefit to the employee's professional development, and therefore, would be willing to pay the expenses if the employee were permitted authorized time off from work at full salary. The authorization shall come from the Chief of Police.

Any employee assigned to a Four-Day Shift that attends an authorized training session that is less than ten (10) hours, will be required to work the remaining hours to meet the 10-hour shift requirement. For instance, if this employee attended an eight (8) hour training session, he would be required to work two additional hours that day.

ARTICLE 37
UNION RIGHTS

SECTION 37.1 - RELEASE TIME-GRIEVANCE PROCEDURE: Association representatives shall be given reasonable release time from their duties at full pay to investigate and process grievances.

SECTION 37.2 - UNION BUSINESS LEAVE: Association Executive Board members may request in advance release time from duty with pay to perform the duties of their position, including but not limited to attendance at general and special meetings of the Executive Board and the Association membership. Such permission will not be unreasonably withheld.

Executive Board members and/or delegates shall be allowed up to 132 hours paid release time annually in aggregate to attend the Policemen's Benevolent and Protective Association of Illinois State Convention and NAPO Conventions.

If days off are requested to be changed in order to attend the PB & PA Convention such requests must be made at least fourteen (14) calendar days prior to the start of the PB & PA Convention.

For the purposes of the NAPO Convention, if days off are requested to be changed to accommodate attendance such requests must be made between fourteen (14) to thirty (30) calendar days prior to the Convention start date and must not result in an overtime replacement situation.

SECTION 37.3 - ACCESS TO PREMISES: Association representatives shall have the right of access to the premises of the City for the purpose of communicating with bargaining unit employees or non-bargaining unit officials provided they do not unreasonably interfere with operations of the Police Department. The Employer will provide the Association with an office at Police Headquarters that will be furnished with a telephone, computer and Internet connection.

SECTION 37.4 - ACCESS TO RECRUITS: The City shall make available a period of two (2) hours to the Association in each recruit class with an end toward education of each employee of the rights and benefits under this Collective Bargaining Agreement, as well as other Association benefits.

SECTION 37.5 - BULLETIN BOARDS: The City shall provide for the use of the Association one bulletin board each in the uniformed squad room, the detective bureau squad room, the Richwoods substation squad room and two (2) additional squad rooms as designated by the Association. The bulletin boards may be used to post Association notices, minutes of Association meetings, notices of Association elections and results thereof, Association recreational and social activities, Association appointments and other related notices or information. The Association is responsible for posting and removing material on its bulletin boards and maintaining them in a neat and orderly fashion. Postings shall not be abusive, offensive or vulgar.

SECTION 37.6 - STEWARDS: To provide employees with reasonable access to Association representation, the Association shall designate certain employees to serve in the capacity of Steward to receive, investigate and process complaints or grievances of employees. When the nature of the grievance requires immediate action, (example: irreparable harm to an employee), stewards may be permitted to leave their regular duties upon request to their Lieutenant or non-bargaining unit Supervisor. Such request shall not be unreasonably

denied. The Association shall provide at least one designated Steward on duty at all times. The City shall be furnished in writing with the name and shift of each Steward.

SECTION 37.7 - RELEASE TIME FOR NEGOTIATIONS COMMITTEE: Negotiating table representatives from the Union, up to a maximum of six (6) employees, shall be released from duty during their regular shift one (1) hour prior to the start of negotiations that day without loss of pay so long as it does not unduly interfere with the operations of the Department. Once negotiations between the Employer and Union are concluded, the employees will return to their assigned shift. Once an employee's shift has ended, if they are still involved in negotiations, time spent negotiating will not be compensable. Requests for time off to participate in negotiations must be made with adequate advance notice to their supervisors. This section does not supersede Section 36.2 of the present contract. Requests may not be unreasonably denied. The Union shall provide the City a list prior to the start of daily negotiations of those employees who shall receive paid release time for negotiations that day. If a member of the negotiating team works third shift immediately preceding the day of negotiation session, that member shall be given four (4) hours of release time at the end of that shift. If a negotiation session lasts longer than four (4) hours that individual shall be given additional release time equal to the additional length of negotiations at the beginning of the third shift the night of the negotiation session. If he does not work third shift the night of the negotiation session, no additional release time will be granted.

ARTICLE 38
DUES, DEDUCTION AND FAIR SHARE

SECTION 38.1 - RIGHTS OF EMPLOYEES: Employees in the bargaining unit represented by the Association shall have the right to freely choose whether or not to belong to the Association. Employees shall also have, and are protected in the exercise of, the right to refrain from participating in any labor related activity.

SECTION 38.2 - DUES DEDUCTION: The City shall continue to deduct Association dues and assessments according to the current practices of the parties.

SECTION 38.3 - PAYMENT OF FAIR SHARE: Any present employee who is not a member of the Union shall be required to pay, as a condition of employment, a fair share of the costs of the collective bargaining process and contract administration in pursuing matters affecting wages, hours, terms and other conditions of employment, but such amount shall not in any event exceed the amount of dues and assessments required of members of the Union. All employees hired on or after the effective date of this Agreement who have not made application for membership in the Union and authorized deduction of dues, on or before the thirtieth (30) day of employment, shall also be required to pay a fair share as defined above.

SECTION 38.4 - LIMITATIONS ON FAIR SHARE: With respect to any employee on whose behalf the City has not received a written authorization for dues deduction, the City shall deduct from the wages of the employee the fair share financial obligation, including any retroactive amount due and owing and forward the same to the Union in the same manner and time as dues deducted, subject only to the following:

(a) Delinquency: The Union has certified to the City that the affected employee has been delinquent in his obligations set forth above for at least thirty (30) days;

(b) Notice to Employees: The Union has certified to the City that the employee has been notified in writing of his obligations and the requirements of this Agreement, and that the employee has been advised by the Union of the manner in which the fair share fee was calculated;

(c) Opportunity to Object: The Association has certified to the City that each affected employee has been given a reasonable opportunity to prepare and submit any objections to the fair share payment

and been afforded an opportunity to have said objections (including but not limited to those based upon the tenants of a bona fide religion) adjudicated by the Illinois State Labor Relations Board through its procedures established under the Illinois Public Labor Relations Act and the Rules and Regulations of the Illinois State Labor Relations Board;

(d) Adjudication of Objections: With regard to the opportunity to have objections adjudicated, all such objections shall be annually consolidated for purposes of hearing by the Illinois State Labor Relations Board. The Association shall notify all affected employees of this forum for resolving objections, providing the affected employees with the address and telephone number of the Board offices;

(e) Escrow of Fair Share Payments: Fair share deductions concerning which objections are filed shall be deposited in an interest bearing escrow account in accordance with applicable law and court decisions. Employees whose objections are sustained shall have the appropriate amount of disputed deductions returned to them, together with a pro rata share of the interest earned. Those fair share deductions found to have been appropriate shall be given to the Association at the conclusion of the objection procedure, together with a pro rata share of the interest earned.

SECTION 38.5 - UNION INDEMNIFICATION: The Association shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability and for all legal fees and costs, including costs of defense that shall rise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article.

ARTICLE 39
WAGES

SECTION 39.1 - SALARY SCHEDULES: Employee's salaries for 2022, 2023, and 2024 are set forth in Appendix "B". A newly hired employee who has not yet successfully completed mandatory basic training at the Police Training Institute or similar recognized institution shall be paid at the Academy pay step until such time as he or she successfully completes the Academy. At that time, the employee shall move to step one.

SECTION 39.2 - K-9 MAINTENANCE: The City requires that police officers currently assigned as dog handlers house the dogs at their homes as a condition of assignment.

The City will pay to each officer regularly assigned to handle a dog ½ hour of overtime every day for care and maintenance of the dog.

Police officers required to keep the dogs at their homes, shall sign an agreement with the City acknowledging that they do so on the terms set forth in this Section.

The City will continue the current practice to provide dog food, dog runs and houses at the residence of officers who desire to house their dogs at their residences and the use of a vehicle to transport the dog to and from work.

The K-9 officer assigned to handle a dog shall be allowed to adopt the dog assigned to him/her after its retirement from active service. There shall be no charge or expense for such adoption, and the K-9 officer shall be liable for provision of care, services, housing, upkeep and maintenance of the dog. An officer that chooses to adopt a dog shall not sell or otherwise transfer ownership of the dog to another without prior written permission from the Chief of Police. The Chief shall have the option to either take possession of the dog or grant the officer permission to transfer it to another.

SECTION 39.3 - WAGES: All salary increases will take effect on the first day of the first pay period of each year in the contract, which will apply the pay raise to the entire earnings on the 1st paycheck in that year. Probationary officers will progress one step after completion of probation. Officers not on probation will progress one step on the day on which all other pay raises take effect. Normal progression is one pay step annually. Normal progression for sergeants and lieutenants is two pay steps annually, or to the top of the pay range if only one step from the top. For the term of this agreement normal progression can only be denied if an employee is formally notified that his job performance is such that he is at risk of being terminated.

A Police Officer promoted to Sergeant will move to the step in the Sergeant's pay schedule which most closely equals a ten percent (10%) increase in base salary.

A Police Sergeant promoted to Lieutenant will move to the step in the Lieutenant's pay schedule which most closely equals a ten percent (10%) increase in base salary.

SECTION 39.4 - GENERAL INCREASE:

A. Effective January 1, 2022, all pay steps of the salary schedule will be increased 2.50%.

Effective January 1, 2023, all pay steps of the salary schedule will be increased 2.75%.

Effective January 1, 2024, all pay steps of the salary schedule will be increased 2.75%.

Salary schedules are set forth in Appendix "B".

In addition to the above general increases, each employee that is employed as of the Signing Date of this Agreement will receive a $5,000.00 bonus ("Bonus"). The term "Signing Date" shall be defined as the later of the ratification of this Agreement by the Peoria City Council and the ratification of this Agreement by the Peoria Policeman Benevolent Association. Employees that retired before the Signing Date, or are hired after the Signing Date, shall not be eligible for the Bonus. If an employee that receives the Bonus voluntarily separates employment before December 31, 2022, he or she shall pay back the Bonus on a prorated basis using January 1, 2022 as the starting date for the proration. For instance, if an employee voluntarily separates on July 1, 2022, he would be obligated to pay back $2,507.00 (July 1st through December 31st = 183 days / 365 days = .5014 x $5,000 = $2,507.00). The obligation to pay back the Bonus shall not apply to those employees that retire or are involuntarily terminated after the Signing Date. The Bonus shall be subject to standard income tax and payroll tax withholding.

SECTION 39.5 - SHIFT DIFFERENTIAL: An employee normally and regularly assigned to a work shift which has a starting time between 1144 and 0459 will receive $.30 per hour worked on said shift.

SECTION 39.6 - LONGEVITY: (a) The City agrees the following longevity pay will be added to each employee's salary and wage:

5 Years	2% added to base pay
10 Years	4% added to base pay
15 Years	6% added to base pay
20 Years	8% added to base pay

Base pay shall be the annual salary of each employee.

SECTION 39.7 - AVAILABILITY PAY: One Property Crime Investigator, one Violent Crime

Investigator, one CID Sergeant One Crime Scene Officer, and One Juvenile Investigator, who are required to be available on a scheduled basis to respond on off duty hours, will each be paid the daily equivalent of $200.00 per week for each day of scheduled availability. CSU Officers, who are required to be available on a scheduled basis to respond on off duty hours will be paid the daily equivalent of $175.00 per week.

SECTION 39.8 - FIELD TRAINING OFFICER PAY: Officers designated as Field Training Officers who are actually involved in training shall receive a training stipend equal to six percent (6%) of their base salary on a weekly basis. Whenever the Field Training Officer is not actually involved in training, he shall receive a two percent (2%) stipend.

SECTION 39.9 - EDUCATIONAL PAY:

A. For employees hired before January 1, 1992 the City agrees to pay to each employee the following, at the employee's option:

   1. Educational incentive pay amounting to $750.00 annually added to the employee's base pay for an Associate's or Bachelor's Degree; or

   2. Tuition reimbursement for college classes approved by the City. Reimbursement will be paid at the prevailing Public College rates for tuition, books and fees, depending upon the grade achieved (A or B or Pass=100%; C=50%; D or F or Fail=0%). The class must be completed and receipts presented. The class must be in a job related field as determined by the City.

B. Employees hired after January 1, 1992 will only be eligible for tuition reimbursement as provided for in Sect. 39.9 A-2.

C. Any employee hired prior to January 1, 1992 who elects Sect. 39.9 A-2 will forever forfeit the incentive pay provided for in Sect. 39.9 A-1.

D. The tuition reimbursement program fund will be limited to $25,000 annually for bargaining unit employees and shall be paid in full or pro-rata depending upon bargaining unit participation. Requests for reimbursement should be submitted by June 30 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.

E. It is understood that this program and the fund for payment are separate and independent of any other program or fund for tuition reimbursement offered or available to any other City employee or group of employees.

SECTION 30.10 – DIRECT DEPOSIT: Effective thirty (30) days following the execution of the Agreement, the Employer shall pay employees their regular biweekly payroll checks by direct deposit. The employee shall provide the Employer with the name of the financial institution and the routing and account numbers of the account to which the employee's regular pay is to be deposited. All payments other than biweekly regular pay shall be paid by check.

SECTION 39.11 – Lateral Transfer Hires. New employees with prior service as a full-time certified law enforcement officer as defined by the Illinois Law Enforcement Training Standards Board with another law enforcement agency ("Lateral Hires") will be placed into the Salary Schedule at a step commensurate with his or her completed years of service with the prior agencies up to and including Step 5, but in no case shall a new employee start at a Step higher than Step 5.

For purposes of Paid Time Off, Lateral Hires will be entitled to Paid Time Off commensurate with his or her completed years of service with the prior agencies, and shall continue to accrue Paid Time Off in accordance with this Agreement.

Except for entry into the Salary Schedule and Paid Time Off, the years of experience Lateral Hires have shall be used for no other purpose under this Agreement, including, but not limited to Longevity Pay and Seniority. All Lateral Hires will start with no seniority.

Lateral Hires will be paid a $5,000.00 signing bonus, a $5,000.00 bonus after successful completion of probation, and a $5,000.00 bonus after completing their third year of service with the City, subject to such rules and restrictions regarding the Lateral Hires' continued employment as implemented by the City. The above bonuses will be subject to payroll tax and withholding as mandated by law.

ARTICLE 40
MISCELLANEOUS

SECTION 40.1 - PARKING: The City agrees to provide to on duty employees in the bargaining unit adequate parking space.

SECTION 40.2 - PRINTING OF AGREEMENT: The City and the Association agree to share equally the cost of printing copies of the Agreement to be distributed to the employees and the City.

SECTION 40.3 - SERVICE OF NOTICES: Notices hereafter shall be deemed to have been adequately given if served by registered mail upon the persons named below at the address indicated unless otherwise notified in writing:

NOTICE TO THE UNION SHALL BE ADDRESSED TO:

President
Peoria Police Benevolent Association
P.O. Box 1402
Peoria, Illinois 61655

Eric L. Poertner
Policemen's Benevolent Labor Committee
840 South Spring Street, Suite A
Springfield, IL 62704

NOTICE TO THE CITY SHALL BE ADDRESSED TO:

Human Resources Director
City of Peoria
419 Fulton Street - Room 203
Peoria, Illinois 61602

Chief of Police
Peoria Police Department
600 S.W. Adams
Peoria, Illinois 61602

SECTION 40.4 - DRIVERS LICENSE: As a condition of employment all employees shall obtain and maintain an appropriate driver's license. The City agrees to provide equipment and reasonable training to assist employees in obtaining driver's licenses required for special equipment such as motorcycles or trucks. Failure to inform the City of a suspended or revoked license will result in termination. Failure to maintain an appropriate driver's license may result in discipline including discharge.

On the initial instance where an employee has lost his driving privileges for a period of ninety (90) days or less, he may be afforded the opportunity by the Chief of Police to use all his paid leave and may be given an

unpaid leave of absence for the remainder of the license suspension period.

Any period of disciplinary suspension shall not be taken during the unpaid leave of absence.

SECTION 40.5 - TELEPHONE: All employees are required as a condition of continued employment to obtain and maintain an operating telephone or cell phone at either their place of residence or where they may be readily contacted for departmental business.

SECTION 40.6 - RETIREMENT AGE: All employees shall be retired upon attaining age sixty-five (65) or such other mandatory retirement age above sixty-five (65) as set by Federal and/or state law.

SECTION 40.7 – LETTERS OF INSTRUCTION: Letters of Instruction shall be expunged from an officer's personnel file after the completion of the annual performance evaluation for the respective period, or after six (6) months, whichever is greater.

ARTICLE 41
SAVINGS CLAUSE

SECTION 40.1 - SAVINGS CLAUSE: If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable laws, statutes and regulations of the United States of America and the State of Illinois, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to negotiate in good faith on a substitute provision.

ARTICLE 42
ENTIRE AGREEMENT

SECTION 41.1 - ENTIRE AGREEMENT: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law 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.

ARTICLE 43
DURATION

This Agreement shall be effective January 1, 2022 and shall continue in full force and effect until December 31, 2024. The Agreement shall be automatically renewed from year to year thereafter unless either party serves upon the other a demand to bargain not less than ninety (90) days prior to the scheduled expiration date shown above. In the event that such demand to bargain is delivered, the parties shall commence bargaining not less than thirty (30) days after receipt of demand, unless otherwise mutually agreed. This Agreement shall remain in full force and effect during any negotiation for a successor or modified agreement, including resolution of impasse procedures, and shall automatically be extended until such time as a new or modified agreement is approved by both parties, effective date of termination notwithstanding. The parties warrant and promise to each other that the undersigned representatives have been duly authorized to affix their signatures hereto and bind the parties respectively.

The parties authorized representatives have affixed their signature hereto this _____ day of _____, 2022.

For the Association:

Association President

Association Vice-President

Association Secretary

Association Treasurer

For the City:

Mayor

City Manager

Chief of Police

Human Resources Director

Senior Counsel

APPENDIX A
RETIREMENT HEALTH SAVINGS PLAN

The City of Peoria agreed to establish a Retirement Health Savings Plan (RHS) for the employees covered by this Agreement effective January 1, 2008. Contributions to individual employee RHS accounts shall be made in accordance with the terms of this Agreement, as authorized by the applicable Internal Revenue Code Section(s) governing the RHS. Administrative fees for the Plan shall be paid from the individual employee accounts as specified in the Plan and Trust. The Employer's participation in the "Plan" shall be in accordance with the terms and conditions of the Plan's participation agreement. The Parties hereto agree to designate an administrator of the Plan on or before December 15, 2007. Any successor appointed to the administration of the Plan shall be in accordance with the Plan and Trust documents.

APPENDIX "B"

OFFICERS' PAY SCHEDULE

		2022 Salary (eff. 1/1/22) 2.50%	2023 Salary (eff. 1/1/23) 2.75%	2024 Salary (eff. 1/1/24) 2.75%
Step	10	$97,420.83	$100,099.90	$102,852.65
	9	$92,726.88	$95,276.87	$97,896.98
	8	$88,258.29	$90,685.39	$93,179.24
	7	$84,005.41	$86,315.56	$88,689.24
Normal progression is one (1) step annually. An individual at the Academy step will advance to Step 1 upon completion of P.T.I.	6	$79,957.86	$82,156.70	$84,416.01
	5	$76,105.31	$78,198.20	$80,348.65
	4	$72,438.11	$74,430.16	$76,476.99
	3	$68,947.21	$70,843.26	$72,791.45
	2	$65,624.83	$67,429.51	$69,283.82
	1	$64,024.62	$65,785.29	$67,594.39
	Academy	$62,463.07	$64,180.80	$65,945.78

SERGEANTS' PAY SCHEDULE

		2022 Salary (eff. 1/1/22) 2.50%	2023 Salary (eff. 1/1/23) 2.75%	2024 Salary (eff. 1/1/24) 2.75%
	15	$109,841.99	$112,862.65	$115,966.37
	14	$107,162.89	$110,109.87	$113,137.89
	13	$104,548.89	$107,423.99	$110,378.15
Step	12	$101,999.56	$104,804.55	$107,686.68
	11	$99,511.29	$102,247.86	$105,059.67
	10	$97,084.13	$99,753.94	$102,497.17
	9	$94,716.65	$97,321.36	$99,997.70
Normal progression is two (2) steps annually, or to the top of the pay range if only one step from the top.	8	$92,405.95	$94,947.12	$97,558.16
	7	$90,152.10	$92,631.28	$95,178.64
	6	$87,953.66	$90,372.39	$92,857.63
	5	$85,808.49	$88,168.22	$90,592.85
	4	$83,715.84	$86,018.03	$88,383.52
	3	$81,673.67	$83,919.70	$86,227.49
	2	$79,681.96	$81,873.22	$84,124.73
	1	$77,738.45	$79,876.26	$82,072.85

LIEUTENANTS' PAY SCHEDULE

Normal progression is two (2) steps annually, or to the top of the pay range if only one step from the top.

Step	2022 Salary (eff. 1/1/22) 2.50%	2023 Salary (eff. 1/1/23) 2.75%	2024 Salary (eff. 1/1/24) 2.75%
13	$123,990.12	$127,399.85	$130,903.34
12	$120,826.17	$124,148.89	$127,562.98
11	$117,879.21	$121,120.89	$124,451.72
10	$115,000.12	$118,162.62	$121,412.10
9	$112,199.51	$115,285.00	$118,455.34
8	$109,462.44	$112,472.65	$115,565.65
7	$106,792.54	$109,729.33	$112,746.89
6	$104,188.30	$107,053.48	$109,997.45
5	$101,646.54	$104,441.82	$107,313.97
4	$99,167.28	$101,894.38	$104,696.48
3	$96,749.04	$99,409.64	$102,143.41
2	$94,389.31	$96,985.01	$99,652.10
1	$92,087.44	$94,619.84	$97,221.89

APPENDIX C

CRITICAL INCIDENT ORDER for Preliminary Factual Information

Officer – you have been involved in a critical incident. I hereby order you to answer my questions which shall be limited to preliminary factual information related to the critical incident. In view of likely job forfeiture if you refuse to cooperate, you have no alternative but to abide by this order.

The department requires this statement solely and exclusively for internal purposes and will not release it to any other agency or authority except as is required or compelled by law.

Obedience to this order is not a waiver of your constitutional rights to remain silent under the FIFTH and FOURTEENTH AMENDMENTS to the UNITED STATES CONSTITUTION or any of the other rights provided by law including the Uniform Peace Officers' Disciplinary Act. You may rely specifically upon the protection afforded to you under the doctrines set forth in **Garrity v. State of New Jersey** 385 U.S. 493 (1967), **Spevack v. Klein,** 385 U.S. 511 (1967) and **Gardener v. Broderick** 392 U.S. 273 (1968), should this statement be used for any other purpose of whatsoever kind or description.

This order shall be given by the Supervisor in charge of the scene of a critical incident pursuant to Section 16.3.

APPENDIX D
EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 5.4, Arbitration, of Article 5, Grievance Procedure and will only be utilized for determining the appropriate testing laboratory, as outlined in Article 17 or upon mutual written agreement of the parties it may be used for other issues.
2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized. In the case of a drug laboratory dispute, the sole issue for determination shall be which of the certified labs proposed by the parties will be selected.
3. The parties shall select an arbitrator from the panel of arbitrators agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings. The parties will meet within 30 days after the signing of the collective bargaining agreement to agree upon 5 arbitrators to serve on the expedited panel and determine the order of initial listing on the panel. In selecting arbitrators, the parties work down the list in order. If the selected arbitrator is not able to meet the time limits specified in this procedure, the parties will move to the next arbitrator until there is one available to serve.
4. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.
5. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel of either party and 3) there will be no post hearing briefs.
6. The arbitrator selected shall hear the grievance(s) within 30 working days, whenever practical, of his/her selection.
7. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
8. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony and/or arguments. Only by mutual agreement of the parties and the arbitrator will a formal written decision be issued.
9. An arbitrator determining any grievances hereunder shall not have authority to add to, subtract from, ignore or otherwise modify the terms and conditions of this collective bargaining agreement.
10. The decision of the arbitrator shall be binding upon both parties.
11. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.

APPENDIX E

Mediation/Arbitration Procedure "Med/Arb"

"Med/Arb" is a process under which the mediator begins the process by attempting to mediate a settlement. The process is limited solely to disagreements relative to proposed changes covered in Section 9.3(b) of the Agreement. If unable to settle the disagreement, the Mediator assumes the role of Arbitrator and the meeting changes to a hearing.

The following guidelines apply to the resolution of a disagreement under the Med-Arb procedure:

a) If agreement has not been reached by October 8 the parties, will during the next seven (7) calendar days, contact the Mediator-Arbitrator from the Med-Arb panel who is next in the selection rotation. Should that Mediator-Arbitrator be unable to schedule a Med-Arb hearing on or before November 15, the parties will contact the next Mediator-Arbitrator in the selection rotation until one is selected who can provide a hearing date on or before November 15.
b) After the Mediator-Arbitrator has been selected, the parties shall prepare and exchange a Statement of Facts and Position within fifteen (15) calendar days of the hearing date, and submit same to the Mediator-Arbitrator.
c) The proceeding shall be limited to one (1) day. If after four (4) hours of mediation an agreement has not been reached, the meeting will change from mediation to an arbitration hearing. The Mediator-Arbitrator may conclude the mediation portion of the hearing prior to four (4) hours if he/she concludes that a mutual agreement cannot be reached.
d) No transcript or stenographic record of the hearing shall be permitted.
e) No pre-hearing or post-hearing briefs shall be permitted.
f) Representation by counsel shall be permitted for either party.
g) Each party shall be limited to three (3) representatives. In the arbitration phase, each party shall be limited to three (3) witnesses, in addition to opening and/or closing statements by counsel.
h) No hearing date continuances shall be permitted except by mutual agreement or due to the incapacity of the Mediator-Arbitrator selected in accordance with the Med/Arb panel selection procedure.
i) The Mediator-Arbitrator's authority shall be limited solely to either the approval of the proposed change(s) of the Chief of Police covered under Section 9.3(b) or maintenance of the status quo as advocated by the Union. The Mediator-Arbitrator has no authority to substitute any other remedy.
j) The Mediator-Arbitrator shall issue a written "bench" decision at the conclusion of the hearing that will be limited to a one (1) page statement of whether and what proposed change(s) were approved or rejected.
k) The decision of the Mediator-Arbitrator is final and binding upon both parties.
l) Any decision rendered pursuant to this provision shall be precedent setting.
m) All parties to this process agree that it is the exclusive process during the term of this Agreement for the resolution of disagreements covering subjects of Section 9.3(b) of the Agreement and waive any rights to use any and all administrative and contractual processes for resolution of such disagreements.
n) The fees and expenses of the Mediator-Arbitrator shall be borne equally by the parties.

Arbitration Panel Selection

The Federal Mediation and Conciliation Service will be jointly requested to send a list of five (5) Mediator-Arbitrators from the Midwest region with mediation-arbitration experience. Each party will strike two (2) names from the list received from FMCS. In addition to the Mediator-Arbitrator selected from the FMCS list each party shall appoint two Mediator-Arbitrators to the panel.

The names of the five (5) Mediator-Arbitrators selected will be placed in a hat and drawn out to establish the selection rotation of the initial Med-Arb panel. Any vacancies that may occur on the panel later will be filled through the FMCS request and strike-off procedure outlined above.

The submission of the initial list of Mediator-Arbitrators and the joint request for the FMCS list for the Med-Arb panel shall be accomplished within thirty (30) calendar days of the approval of the Agreement by the City Council and the final panel selection shall be made within fifteen (15) calendar days of receipt of the FMCS list.. A party that does not submit a Mediator-Arbitrator list within the time period described shall waive its right to strike Mediator-Arbitrators or submit a later list for the duration of the Agreement, and the Mediator-Arbitrator list of the other party shall be utilized as the final panel.

In the event that the Mediator-Arbitrator selected to handle the Med-Arb hearing is unable to schedule the hearing on or before November 15, the next Mediator-Arbitrator on the panel rotation will be selected, and so forth, until a Mediator-Arbitrator is chosen who can meet the hearing time deadline. If no Mediator-Arbitrator on the panel can comply with the November 15 hearing date, the Mediator-Arbitrator with the earliest hearing date available shall be selected, provided such hearing date is not later than November 30.

A Mediator-Arbitrator, as a condition for selection to the panel, shall be informed in advance of the requirement, that if selected for a hearing, he/she must establish a hearing date between October 16-November 15. The parties agree to schedule such hearing on any calendar day, excluding holidays covered under Section 12.1 of the Agreement, during the October 16-November 15 time period.

All hearings shall be held in the City of Peoria, Illinois unless otherwise mutually agreed to.

APPENDIX F

ARTICLE 17
FITNESS FOR DUTY

SECTION 17.1 - EMPLOYEE TESTING AND FITNESS FOR DUTY: No employee shall be requested or required to undergo psychological, psychiatric or physiological testing unless the Chief of Police has just cause to believe the employee is then unfit for duty. Basis for the just cause shall be set forth in writing to the employee at the time the employee is ordered to undergo such testing. Employees shall have the right to Association representation when being informed of the need for testing, and shall have the right to secure similar testing at their own expense from psychiatrists, psychologists or physicians of their own choosing. The employer and the employees shall only utilize the services of qualified, certified medical doctors, psychiatrists or psychologists. The employee shall be given a copy of any and all information, reports and opinions that are provided the City as a result of such testing.

A female officer during her pregnancy shall have the option to not participate in firearms qualification. The officer will be required to qualify upon her return to full duty after the pregnancy.

SECTION 17.2 - DRUG AND ALCOHOL FREE WORKPLACE:

I. POLICY: It is the policy and commitment of the City and the Association to provide an environment within the workplace which is free from prohibited drugs and alcohol in order to protect the employees as well as the health and safety of the public. The City recognizes that alcohol and drug abuse is considered by many to be an illness and encourages its employees to voluntarily utilize the City's employee assistance program before such abuse affects the employee's job performance.

A. Illegal drugs; consumption, possession or distribution of alcohol.

1. Any employee who consumes, possesses or distributes alcohol or controlled substance while in the workplace or while on duty shall be terminated from the employ of the City; provided, that this shall not apply to consumption, possession or distribution specifically directed or authorized by the employee's supervisor in the performance of the employee's duty; nor to possession or consumption according to directions of the prescribing physician of legal prescription drugs.

2. Any employee who fails to notify the City within five (5) days after they are convicted of a criminal drug offense for a violation taking place in the workplace or while conducting City business, will be terminated from the employ of the City.

3. Any employee convicted of a criminal drug offense regardless of when or where that act takes place, will be terminated from the employ of the City.

4. The City shall provide employees and supervisors with a positive program of drug education and make everyone aware of help that is available for such a problem.

B. Call Out. The parties recognize that employees may be placed in a conflict arising from the fact that employees who are not on standby are not prohibited from consuming alcohol or legal drugs while off duty, but are subject to emergency call out during off-duty hours. Accordingly, when employees are notified of any emergency call out from off-duty, the following procedure shall apply.

1. The employee called out shall advise the department representative notifying him if he has consumed alcohol or legal drugs during the day of the call out and the extent of such activity.

2. The officer in charge of the call out shall assess the employee's condition and fitness for duty in accordance with the .04 standard for impairment set forth in this section, and either assign him to duty or, if the employee is determined to be impaired, will not allow him to sign in for duty. This provision shall not authorize the officer in charge of the call out to order an officer who is contacted for a call out to submit to a test for blood alcohol content.

3. Any employee who reports for the call out without informing the department of his consumption of alcohol or legal drugs as required in paragraph 1 above, shall not be allowed to work if he appears to be impaired and shall not be paid for reporting.

C. Voluntary Referral: It is specifically agreed that no employee shall be disciplined or the subject of adverse employment action for the first instance where the employee notifies the Employer that he has a problem with legal prescription drug or alcohol use, and voluntarily seeks assistance prior to initiation of an investigation of suspected drug or alcohol abuse by the employee. In the event that an employee who has notified the department as stated in this section is disciplined for the drug or alcohol abuse after an investigation is initiated by the employer, the employer shall, upon the employee's request, provide the employee with written documentation of the date an investigation was initiated. Such employees shall be referred by the managerial employee who is notified to the City's employee assistance program for confidential counseling and treatment. Such voluntary participation shall not confer immunity from discipline for any misconduct other than the substance abuse. The managerial employee shall not divulge any information received from the employee who voluntarily seeks the help of the employee assistance program except within the City administration on a strict need to know basis. Information concerning the employee's voluntary referral shall not be disseminated outside of the City administration, except with the employee's written authorization or if required, pursuant to legal discovery. Such voluntary referral to the employee assistance program, however, does not relieve the employee from the responsibility to adequately perform their job. In addition, voluntary submittal does not eliminate the employee from the requirements to take required drug or alcohol tests as described in this Article.

D. Disciplinary Action for Confirmed Positive - Alcohol or Legal Drugs Other Than Valid Prescriptions.

1. First Positive. The first confirmed positive test result will be cause for disciplinary action up to and including a two-hundred forty (240) hour disciplinary suspension. The employee must agree to the following conditions: (1) the employee will be mandatorily referred to the City's Employee Assistance Program for evaluation, diagnosis and development of a treatment plan consistent with generally accepted standards; and (2) the employee will be required to cooperate in the treatment plan, undergo unannounced periodic drug and/or alcohol screening for a period of up to 12 months, successfully complete the prescribed treatment, remain free of drug and alcohol use, and sign an agreement consenting to said conditions. The unannounced periodic drug and/or alcohol screening provided for in this paragraph shall be done while the employee is on duty, provided, however, that if the employee was scheduled to work and has called in sick, he may be ordered to undergo such drug and/or alcohol screening. Failure to comply with these conditions of continued

employment shall be cause for further discipline, up to and including discharge.

2. Second Positive - During Treatment. If an employee has a first confirmed positive test under the previous Paragraph 1 and enters a treatment program, and thereafter that employee has a subsequent confirmed positive test result while the employee is in treatment, as a result of unannounced periodic drug and/or alcohol screening, the employee shall receive a seven-hundred twenty (720) hour disciplinary suspension and shall be required to continue in treatment and comply with the other conditions of treatment set forth in the preceding paragraph. The appropriateness of the seven-hundred twenty (720) hour disciplinary suspension shall be final and binding on the Union and the employee, and shall not be subject to the grievance procedure. Any confirmed positive test thereafter, either random, periodic unannounced or reasonable suspicion, shall result in the employee's discharge, which penalty shall be final and binding on the Union and the employee, and shall not be subject to the grievance procedure of the Collective Bargaining Agreement.

3. Second Positive - Reasonable Suspicion or Random. An employee who has a first confirmed positive test under Paragraph 1 of this Section D and who subsequently has a confirmed positive test under the random or the reasonable suspicion standard shall be discharged, which penalty shall be final and binding on the Union and the employee and the penalty shall not be subject to the grievance procedure in the Collective Bargaining Agreement.

4. Employment Status. There is no requirement on the part of the City to keep an employee on active employment status who is receiving treatment under this Section if it is appropriately determined by a physician and/or appropriately certified medical and/or psychological professional either that the employee's current use of alcohol or drugs prevents such individual from performing his duties or that his continuance on active status would constitute a direct threat to the property or safety of himself or others. Such employee shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave pending treatment.

E. Other Related Discipline. This section shall in no way limit discipline for offenses other than substance abuse, nor shall it limit the discipline to be imposed for selling, purchasing, possessing, using or delivering any illegal drug. In cases of misconduct arising out of, related to, or aggravated by alcohol or drug abuse, the discipline imposed shall be based upon the extent, severity, and/or consequences of the misconduct.

Except as provided in paragraph B above, no employee shall consume any alcohol within 4 hours prior to reporting for duty.

F. Costs of Testing and Rehabilitation. The City agrees to bear the costs of all testing ordered by the City, and of rehabilitation programs ordered by the City to the extent they are not covered by the employee's health care provisions or insurance. The employee may be required to assist the City in coordinating benefits of insurance coverage.

II. PROCEDURE.

A. The Chief of Police or his designee may order any employee to submit to an immediate test of his blood, breath and/or urine at any time he has reasonable suspicion to believe the employee to be under the influence of alcohol or drugs while on duty, to have consumed alcohol

while on duty without authorization, to have illegal drugs in his system, or the employee was driving a City vehicle involved in an accident that resulted in death and/or great bodily harm requiring immediate medical attention at an emergency or outpatient facility. The basis for the reasonable suspicion shall be documented and given to the employee in writing within twenty-four (24) hours of giving such test. If the results of the drug tests are negative the Association shall have the right to challenge whether reasonable suspicion existed for the ordering of the test.

In addition, the Chief of Police shall have the right to order random tests for the presence of alcohol or illegal drugs of all employees. In addition to "employees" as defined in this Agreement, the random test pool shall include all other commissioned officers in the Peoria Police Department.

A test for the presence of illegal drugs shall also be a part of any medical examination ordered by the City in connection with promotions, recall or the return to duty after leaves. All tests ordered by the City shall be at the expense of the City.

The refusal by any employee to submit to and complete any testing provided for under this Article, shall subject the employee to immediate discharge.

Any employee who tests positive for the presence of illegal drugs shall be subject to discharge. Individuals consuming alcohol or having BAC of .04% or more while on duty shall be subject to disciplinary action as provided in this Section 17.2.

Employees ordered to submit to drug and alcohol testing shall promptly comply with the order. Employees who submit to such tests shall not be deemed to have waived or otherwise impaired their rights to grieve or otherwise contest any aspect of the testing as may be provided by law or this Agreement. Employees shall have the right to Association representation during the testing procedure, except during actual collection of the sample. The testing procedure shall not be unreasonably delayed due to unavailability of an Association representative.

B. The City agrees that its testing procedure for the presence of drugs or alcohol shall conform to the following:

1. Use only a SAMHSA (Substance Abuse and Mental Health Services Administration) certified or licensed laboratory to test body fluids or materials for drugs whose collection, handling, testing and preservation of sample and reporting are in accordance with SAMHSA standards. The City shall have the right to utilize any certified laboratory of its choosing. Breath tests ordered under this Section solely for disciplinary purposes shall be performed by a United States Department of Transportation (DOT) certified operator who is employed by an independent third party contractor which either operates or is affiliated with the SAMHSA certified laboratory selected for the blood and urine testing. All breath tests shall be done on a DOT certified breath analysis machine;

2. Establish a chain of custody procedure for both sample collection and testing that will insure the integrity of and identity of each sample and test result;

3. Collect a sufficient sample of the same body fluid or material to permit for an initial screening, a confirmatory test, and a sufficient amount to be set aside and reserved for later testing if requested by the employee. In the case of urine testing, it shall be a split sample;

4. Collect all samples in such a manner as to preserve the individual employee's right to

privacy, insure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed while submitting a sample. Proper testing may be conducted to prevent the submission of a false or adulterated sample;

5. Confirm any sample that tests positive in the initial screening for drugs by use of gas chromatography, with mass spectrometry or an equivalent scientifically accurate and accepted method that provides quantitative data about the drug metabolites. Confirm any positive breath alcohol screening test with a test of the employee's blood by use of gas chromatography or an equivalent scientifically accurate and accepted method;

6. Provide the employee tested with an opportunity to have an additional portion of the same sample tested by a licensed testing facility of his own choosing;

7. Require that the clinical laboratory report to the City through its Medical Review Officer positive results only in the case where both the initial and confirmatory test results are positive as to the same sample;

8. Provide each officer with a report of the confirmed positive results of each drug test that includes the types of tests conducted, the results of each test, the detection level used by the laboratory and any other information provided to the City by the laboratory;

9. Insure that all positive samples are maintained for a period of not less than 120 days to permit additional testing at the election of and the expense of the employee;

10. Insure that no officer is reassigned or subject to any discipline during any testing procedure pending the results thereof;

11. If an alcohol test reveals that there is a concentration of 0.04% of alcohol in the employee's blood stream (alcohol concentration shall mean grams of alcohol per 100 milliliters of blood or grains of alcohol per 210 liters of breath), the employee will automatically be deemed "under the influence" of alcohol within the meaning of this Policy, and therefore, may be subject to discipline under this Policy;

12. The testing or processing phase for body fluids shall consist of a two-step procedure:
    a. Initial screening test.
    b. Confirmation test.

13. The body fluid sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending." Notification of test results to the City shall be held until the confirmation test results are obtained;

14. A body fluid specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test;

15. Personnel utilized for testing will be certified as qualified to collect samples or adequately trained in collection procedures;

16. Concentration of a drug at or above the levels established by SAMHSA shall be considered

a positive test result when using the initial immunoassay drug screening test. At the present time, those levels are:

INITIAL TEST

Level - Nanogram/Milliliter (hereafter referred to as (ng/ml)	
Marijuana metabolite	50
Cocaine metabolite	300
Opiate metabolite	2000
Phencyclidine	25
Amphetamines	1000

Concentration of a drug at or above the levels established by SAMHSA for confirmatory tests shall be considered a positive test result when performing a confirmatory Gas Chromatography/Mass Spectophotomotry test on a urine specimen that tested positive using a technologically different initial screening method:

CONFIRMATORY TEST	Level (ng/ml)
Marijuana metabolite	15*
Cocaine metabolite	150**
Opiates:	
Morphine	2000
Codeine	2000
6-Acetylmorphine	10***
Phencyclidine	25
Amphetamines:	
Amphetamines	500
Methamphetamine	500****

* Delta-9- tetrahydrocannabinol-9-carboxylic acid

** Benzoylecgonine

*** Test for 6-AM when morphine concentration exceeds 2000 nanograms/milliliter

**** Specimen must also contain amphetamine at a concentration >=200 nanograms/millilter

17. Where a positive result is confirmed, specimens shall be maintained in secured, refrigerated storage for at least a period of one hundred twenty (120) days;

18. For random drug tests, the following additional conditions shall apply:

    (a) The City will contract with an independent third party to provide random selection services through use of a computerized random number generator program based on unique 3-digit identification numbers developed by the City for the random testing process. The City shall specify the percentage of commissioned positions (which shall be at least 25%) that are to be tested annually, and the number of dates on which the body substance specimens are to be collected. The random number generator will then select the dates, the individuals to be tested on each date, and the shift (first, second, third or fourth) on which the collections shall begin. When the collection process begins on second, third or fourth shifts, the preceding shifts shall be processed on the following day.

(b) To maintain the security of the selection system, the contractor shall deal exclusively with the Assistant Chief of Police or in his absence, the Administrative Captain, for purposes of notifying the City of testing dates and individuals selected, verifying and updating the pool and supplemental selection of individuals, if necessary.

(c) When the department contact person is notified of a testing date by the selection contractor, he/she shall promptly contact the President of the Association, or such other individual as has been previously designated in writing by the President to notify the Association of the test date. In the absence of the President or designated alternate, the department shall attempt to notify the officers of the Union in descending order of their office. It shall be the obligation of the Association representative to promptly come to the office of the Assistant Chief of Police to participate in the verification of the random drug test pool roster, and verification of the selection of officers to be tested.

(d) Upon the arrival of the Association representative, the department contact person shall notify the selection contractor to fax the existing random drug test pool roster and the contractor shall sign the roster submitted. Upon receipt of the roster from the selection contractor, the department contact person in the presence of the Association representative shall update and verify the roster to include the random test identification numbers for all officers. The department contact person and the Association representative shall both sign off on the roster and return it to the selection contractor by fax. The contractor will promptly do the random selection and return the list to the department contact person having signed off on it. The department contact person and the Association representative will then check the selection list against the updated roster to insure that all of the numbers selected are on the roster. Within one week after the testing date, the department shall deliver to the Association "signed off" copies of the initial roster submitted by the contractor, the updated roster returned by the department, and the selection list sent by the contractor. All copies of rosters, lists and other related records shall be maintained in secure storage by both parties, allowing access on a strict need-to-know basis.

(e) The department contact person will then create a list of names from the identification numbers and will sort the list by unit and shift for notification of the officers to be tested. After the start of the shift on which the testing is to begin, the department contact person shall deliver the respective lists of names in sealed envelopes to the shift/bureau commanders of the officers to be tested. It shall be the responsibility of the shift/bureau commander to insure that all of the officers in his command to be tested report to the collection site as promptly as practical, but in any event before they secure from the shift.

(f) Any officer selected who is on authorized time off which was applied for and approved prior to notice to the department of the date of the test shall be required to report to the collection site on his/her first day back from preapproved leave. Any officer who requests leave of any type after the department has been notified of the testing date shall be required to report to the collection site on the shift he would otherwise have been required to report unless he is excused by the Chief of Police for good cause shown. Any officer so excused shall be required to report to

the collection site on his first day back to work.

(g) When an officer is selected in the random process, he/she shall promptly report to the appropriate collection site upon the direction of his/her commanding officer or supervisor. He/she shall provide specimens of urine sufficient to allow for "split sample" collection and processing of the specimens. He/she shall also supply a breath sample sufficient for a breath alcohol test. In the event that the breath sample registers a breath alcohol reading of .04 or greater, the officer shall also submit a blood sample sufficient for a confirmatory blood alcohol test.

(h) The City will direct the laboratory to provide to the Association, at the Association's mailing address, copies of the quarterly statistical summary which shows the number and types of tests performed and the number of tests showing positive or negative, as well as copies of the bi-monthly proficiency reports of the laboratory at the same time they are sent to the City.

C. The City agrees to maintain all records concerning drug problems of its employees, including all records pertaining to City required drug tests, in the utmost confidence, subject to legal discovery. If the City receives a discovery request for any records regarding drug problems of an employee and it decides to comply with that request, it shall notify the employee prior to releasing any of the records. Except when required pursuant to legal discovery, no records concerning the drug problems of any employee shall be released to other employers or agencies without written permission of the person whose records are sought.

The provisions of this drug testing policy may only be modified by mutual agreement in labor management committee meetings pursuant to Section 7.2 of this Agreement.