

**COLLECTIVE BARGAINING
AGREEMENT BETWEEN
THE CITY OF PEKIN AND
PEKIN FIREFIGHTERS IAFF LOCAL 524
MAY 1, 2011 – APRIL 30, 2016**



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ARTICLE 1

PREAMBLE

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

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

ARTICLE 2

RECOGNITION

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

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

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

ARTICLE 3

NON-DISCRIMINATION

Section 3.1 - Equal Employment Opportunity

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

Section 3.2 - Non-Discrimination

Employer shall not discriminate against Union members, and employment-related decisions will be based on qualifications and predicted performance in a given position without regard to race, color, sex, age, political belief or affiliation, national origin or membership in the Union. Employer and Union will adhere to State and Federal standards.

Section 3.3 - Use of Masculine Pronoun

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

Section 3.4 - Americans With Disability Act Compliance

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

Section 3.5 - Affirmative Action

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

Section 3.6 - Harassment

Every employee shall accord other employees, and individuals with whom they come in contact in the course of employment, equal treatment, respect and dignity, and maintain a work environment free from unwelcome harassment occasioned by race, sex, national origin, religion, age, or disability. Harassment may include verbal, written, visual or physical acts or conduct which is offensive in nature, intimidating, insulting, degrading, or unwelcome, occasioned by, or resulting from, prejudice, bias, or intolerance based upon the

foregoing, and is unlawful and contrary to public policy, and may result in termination of the employment relationship where it occurs. Both parties agree to conform to the Sexual Harassment Policy contained within the City of Pekin Personnel Policy.

ARTICLE 4

MUTUAL COOPERATION

Section 4.1 - Cooperation

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

Section 4.2 - Labor-Management Committee

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

1. Pre-discipline
2. Pre-grievance
3. New or revised rules, regulations & S.O.P.'s
4. Federal, State and local government mandates
5. OSHA & Illinois Department of Labor proposed changes
6. Pension legislation
7. Injuries which are serious
8. City ordinances and resolutions
9. Union fund Raising
10. Lobbying efforts by the I.A.F.F. and the IML
11. Sick leave "problems"
12. Workers Compensation Issues
13. Any other proposed legislation that may impact either party
14. Any other issue mutually agreed to by both parties

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

Nothing in this article shall require the parties to bargain for the issues listed in the above numbered 1-14, but

rather to discuss the issues in an open forum as to understand all sides of each issue and the possible impact on the parties involved.

ARTICLE 5

UNION PRESENTATION AT ORIENTATION

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

ARTICLE 6

DUES DEDUCTIONS

Section 6.1 - Dues

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

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

Section 6.2 - Fair Share

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours, and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All employees shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above.

The Employer shall, with respect to any employee in whose behalf the Employer has not received a written authorization as provided for above, deduct from the wages of the officer, the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Union on the tenth (10th) day of the month following the month in which the deduction is made, subject to the following:

1. The Union has certified to the Employer that the affected employee has been delinquent in his obligations for at least thirty (30) days.
2. The Union has certified to the Employer that the affected employee has been notified in writing of the

obligation and the requirement for each provision of the Article, and that the employee has been advised by the Union of his obligations pursuant to this Article and of the manner in which the Union has calculated the fair share fee.

3. The Union has certified to the Employer that the affected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated by the Illinois State Labor Relations Board, and
4. If, because a bona fide religious belief or teaching of a church or religious body, a member does not wish to contribute a fair share, in lieu thereof he may pay to a non-religious charitable organization his fair share. Said organization shall be mutually agreed upon between the employee and the Union. In the event the employee and the Union cannot agree upon said organization, then same shall be determined by the Illinois State Labor Relations Board. Furthermore, if there is a dispute between the employee and the Union as to whether or not the employee and the Union as to whether or not the employee's religious belief is bona fide, then same shall be resolved by an impartial arbitrator appointed by the Illinois State Labor Relations Board.

ARTICLE 7

MANAGEMENT RIGHTS

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

1. To determine the organization and operations of the Fire Department.
2. To determine and change the purpose, composition and function of each of its constituent departments and subdivisions.
3. To set standards for the services to be offered to the public.
4. To direct the employees of the fire Department, including the right to assign work and overtime.
5. To hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule officers except as otherwise provided for by the Board of Fire and Police commissioners.
6. To increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of bona fide lack of work or funds or other proper reasons.
7. To establish work schedules.
8. To establish, modify, combine or abolish job positions and classifications.
9. To add, delete or alter methods of operation, equipment or facilities.
10. To establish, implement and maintain an effective internal control program.
11. To suspend, demote, discharge or take other disciplinary action against firefighters for just cause

except as otherwise provided for by the Board of Fire and Police Commissioners or the Agreement.

12. Inherent managerial functions, prerogatives, and policy making rights as set forth in section 1604 of the IPLRA which the employer has not expressly restricted by provision of the Agreement shall remain vested exclusively with the Employer subject to the rights of the Union as set forth in the Act.

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

ARTICLE 8

NO STRIKE

Section 8.1 - No-Strike Commitment

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

Section 8.2 - Resumption of Operations

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

Section 8.3 - No Lockout

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

Section 8.4 – No Contracting out

This agreement will confirm the City's commitment to the Union. The City agrees that in no event shall the City contract or subcontract out for the provisions of any service currently performed by the members of the bargaining unit, including but not limited to, fire suppression, fire inspections, fire investigations, fire public education, and emergency medical services.

ARTICLE 9

IMPASSE RESOLUTION

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act (5 ILCS 315/14, formerly Ch. 48, Section 1614, as it may be amended from time to time) unless the parties otherwise agree.

ARTICLE 10

BILL OF RIGHTS

All employees shall be afforded all rights under the Fire Fighters Disciplinary Act as now in effect or as may from time to time be amended.

ARTICLE 11

SUBSTANCE ABUSE

Section 11.1 - Drug and Alcohol Testing

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

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

screening, a confirmatory test and a sufficient amount to be set aside and reserved for later testing if requested by the employee.

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

Section 11.2 - Discipline/Rehabilitation

Any employee, who is determined to have a drug abuse or alcohol abuse problem may be granted leave without pay to seek assistance through an established employee assistance program. The Employer shall contribute either through insurance or direct payment up to twenty five thousand dollars (\$25,000.00) as a maximum lifetime benefit to each employee to be used for alcohol and drug rehabilitation treatment. Once

the twenty-five thousand dollar (\$25,000.00) maximum has been spent by the Employer, the Employer shall have no further financial obligation with respect to an employee's treatment for alcohol and/or drug abuse. The employee shall be able to use any compensation time, vacation time, or sick leave as the employee may have accumulated in order to participate in such a program. Successful completion of a drug abuse or alcohol abuse rehabilitation program within one year is required. Failure to complete such a program within one year shall be the basis for dismissal.

Any employee who has or who admits he has an alcohol abuse problem or a drug abuse problem or has tested positive for non-prescribed drugs while on duty and refuses to seek rehabilitation through an employee assistance program, is subject to disciplinary action by the Fire Chief as he deems fit according to the laws of the State of Illinois and the rules and procedures of the Board of Fire and Police Commissioners.

Any employee who has completed a drug or alcohol rehabilitation program within one year, and who has been deemed suitable to return to work by a licensed physician or counselor, shall return to work without loss of seniority or any other benefits held at the time leave was granted.

Any employee who has completed a substance abuse treatment program and has returned to work is subject to random testing by the Employer for a period of up to two (2) years following the employees return to work. Said testing shall be limited to no more that four (4) per twelve (12) month period with said period commencing on the date the employee has completed said program.

Any employee after completing a substance abuse treatment program as provided above, who tests positive for controlled substances while on duty shall be subject to disciplinary action by the Fire Chief as he deems fit according to the laws of the State of Illinois and the rules and procedures of the Board of Fire and Police Commission.

ARTICLE 12

FIRE DUTIES AND RESTRICTIONS

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

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

4. Other duties mutually agreed to by the parties.

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

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

ARTICLE 13

GRIEVANCE PROCEDURE

Section 13.1 - Definition

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

Section 13.2 - Procedure

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

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

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

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

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

Section 13.3 - Arbitration

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

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

in writing.

6. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Employer and the Union; provided, however, that each party shall be responsible for its own representatives and witnesses.

Section 13.4 - Right to File Grievances

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

Section 13.5 - Initial Filings

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

Section 13.6 - Time Limits

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

Section 13.7 - Uniform Arbitration Act to Apply

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

ARTICLE 14
DISCIPLINARY MATTERS

Section 14.1 - Employee Discipline

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

Disciplinary action may be taken in the following forms:

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

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

Right to Representation: Employees shall have the right to Union representation at all meetings with the City or its' representatives, where the employees reasonably fear that discipline action may result. No suspension or dismissal will occur without a prior offer to the employee to provide Union representation. Copies of written warnings will be provided to the Shift Steward and should verbal warnings be issued, the Shift Steward is to be verbally notified.

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

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

Section 14.2 - Appeal of Discipline:

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

ARTICLE 15

LAYOFF

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

In the event of layoff, firefighters covered by this Agreement will be laid off in the reverse order of their seniority. The date of seniority will be based on the seniority list as provided pursuant to Article 19 of this Agreement. Layoffs and rehiring shall be in accordance with 65 ILCS 510-2.1-18 (formerly Chapter 24 (10-2.1-18) of the Illinois Revised Statutes.)

ARTICLE 16

EMPLOYEE SECURITY

Employees shall have the right to review their personnel records subject to the procedures and limitations set forth in 820 ILCS 40/1-et seq (formerly Chapter 48, Sec. 2001, et seq.) as now in effect or as may from time to time be amended.

Section 16.1 - Inspection

Employees shall be allowed reasonable access to inspect their entire personnel and training file, no later than seven (7) working days after a request for such access. Employees shall also be allowed to obtain copies of anything contained in their personnel files, provided that the Employer may require the employee to reimburse the City for the actual cost of photocopying or reproduction. The Employer shall grant two inspection requests in each calendar year, one of which shall be in conjunction with the annual evaluation. All requests with respect to pending discipline matters shall be allowed. The Employer shall not be required to furnish to the employee any records as described in 820 ILCS 40/10 (formerly Chapter 48, Sec. 2010), as now in effect or and may from time to time be amended.

ARTICLE 17

HOURS AND OVERTIME

Section 17.1 - Definitions

“Shift Day” - A work day consisting of twenty-four (24) consecutive hours of duty immediately followed by forty-eight (48) hours off duty. Employees working twenty-four (24) hour shifts shall commence their

workday at 7:00 a.m. Employees assigned to work forty (40) hours per week shall work such hours as are mutually agreed upon between the individual member and the Fire Chief.

“Tour of Duty” - All scheduling will be based upon a tour of duty, which shall be a twenty-seven (27) day consecutive period. The tour of duty shall be as presently in existence insofar as the beginning day of each tour is concerned.

“Holdover” or “Hireback” - A person who continues to work after his shift has ended said work shall be scheduled off of the correct list either short (less than 12hrs) or 12/24 list if time period is 12 hours or more. A member not working the day or shift before the overtime occurs shall not be eligible to be offered overtime off the list for the holdover/hireback.

“Holdover/Hireback List” - The lists for 12/24 hours, and less than 12 hours shall be maintained by the Assistant Chiefs and shall work as follows:

- 1. The list will work on a rotational basis with each member on the list according to his shift. When a holdover/hireback occurs the members shall be offered the overtime starting at the top of the list offering the overtime in order, a member shall either accept or refuse the overtime.**
- 2. When a member either accepts or refuses the overtime his name will then be placed at the bottom of the list.**
- 3. A member may refuse the overtime and hold his place on the list for the following reasons. If the member is not scheduled to work the next shift day, if the member is already scheduled to work that day (by trade), if taking the overtime puts him into a triple (3 consecutive days), for mandatory departmental classes, and for official Local #524 business.**
- 4. In the event the overtime cannot be filled from the previous shift the position may be filled by “calling in” or going through remaining shifts list if time allows.**

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

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

“Computation of Hourly Rate” -- Whenever an hourly rate is computed in furtherance of this Agreement, whether for overtime, sick leave, call-ins, holdovers or otherwise, the amount of such hourly rate shall be computed as follows unless otherwise specifically provided for: The regular annual base salary for the employee shall be divided by 2,736 hours. The result of this division shall have added to it the sum or sums to

which the employee would be entitled for longevity and for obtaining their Fire Science 2% or 5% bonus.

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

Section 17.2 – Overtime

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

17.3 Call-ins

An employee who is called in shall receive a minimum of three (3) hours pay at one and one half times, and if the call-in lasts greater than three hours, then the employee shall receive one and one half times for each hour or fraction thereof that he is on duty.

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

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

1. If the member must leave and can wait until his replacement can arrive, then a member shall be called in according to the correct list according to article 17.1 section C.
2. If the member must leave and cannot wait until his replacement can arrive, then a member shall be paged in using department-issued paging system and a member well be brought in for the minimum 3 hours as per article 17.3 A. After paging in a member to cover the 3 hours a different member shall be called in according to article 17.3 A unless said occurs after 1900hrs.

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

Employees shall be entitled to accumulate compensatory time up to a maximum of forty-eight (48) hours, additional compensatory time may be accumulated in excess of 48 hours if member is part of a committee or training program that is approved by the department which causes an excess of 48 hours to be earned in a year.

Said time may only be accumulated as a result of overtime earned pursuant to Section 17.2 and Section 17.3. When said overtime is earned, the employee shall notify the Fire Chief or his designee as to whether he wishes to accumulate same or be paid for same in accordance with Section 17.2(C). Such accumulated compensatory time may be utilized in conformity with the policies established for the same by the Fire Chief.

Section 17.5 - Reimbursement for Time

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

Section 17.6 - Kelly Days

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

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

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

ARTICLE 18
COURT TIME

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

Any appearance before the Fire and Police Commission of the City shall be at the employee's own expense, and he shall receive no pay for such time when as a result of any action by the Fire and Police Commission he

is disciplined or any disciplinary action against him has been upheld.

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

ARTICLE 19 SENIORITY

19.1 Definition of Seniority

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

1. **Employment Security:** The term “employment security” refers to, and is defined as, a firefighter’s length of continuous service with the Employer since the firefighter’s last date of hire. For the purpose of this Agreement, a firefighter’s length of continuous service with the Employer includes all years of service, including any years during which the firefighter was in a non-bargaining unit position, and/or in a position represented by another bargaining unit.
2. **Time-in-Rank Seniority:** The term “time-in-rank seniority” refers to, and is defined as, a firefighter’s length of continuous service with the Employer in his present position classification (rank), since his appointment or promotion to that position classification (rank). In the case of a firefighter who has been bumped or demoted to a lower-rated position classification (rank), that firefighter’s time-in-rank seniority shall be considered to be his length of continuous service with the Employer in the particular position classification (rank) since his appointment or promotion to that position classification (rank), including the time the firefighter was in the position classification (rank) from which he was bumped or demoted.

Section 19.2 - Seniority List

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

ARTICLE 20 PROMOTIONS

Section 20.1 – General

Promotions to the ranks of Engineer and Captain shall be conducted in accordance with the provisions of the Fire Department Promotional Act, effective August 4, 2003, HB 988, 50 ILCS 742 (hereinafter the “Act”). A

copy of this Act is attached as Appendix "A" to this agreement. Except where expressly modified by the terms of this Article, the procedures for promotions shall be made in accordance with the provisions of the Act.

Section 20.2 – Vacancies

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

Section 20.3 – Eligibility

All promotions shall be made from employees in the next lower rank who have at least four years of seniority in the Pekin Fire Department, and at least 1 (one) year in their current rank. In order for a firefighter to become eligible to be promoted to a Driver/Engineer, he/she must first successfully complete the testing process and successfully complete the State Certification in Fire Apparatus Engineer. In order for a Driver/Engineer to become eligible to be promoted to the rank of Captain he/she must first successfully complete the testing process, successfully complete State Certification in Fire Apparatus Engineer, and Fire Officer I (or Provisional) and complete his/her Associates Degree in Fire Science, starting on the testing cycle of 2014. In order for a Captain to become eligible to be promoted to the rank of Assistant Chief he/she must successfully complete the testing process, and obtain certification (or provisional) for Fire Officer II, Haz/Mat Incident Command, and Incident Safety officer. Anniversaries of service which effect seniority points will be considered to occur on May 1, of the year the test is given.

Section 20.4 - Rating Factors and Weights

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

For the rank of Engineer/Driver:

Written examination	35%
Engineer Practical	35%
Ascertained merit	20%

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

For the rank of Captain:

Written examination	50%
Subjective Component	20%
Ascertained merit	20%
Seniority	Up to 10% based on .33% per year of service up to 30 years
Military Service Points	Up to 3.5% (as per Police and Fire Comm. Rules and Regs.)

For the rank of Assistant Chief:

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

Section 20.5 Scoring of Components

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

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

Section 20.6 - Right to Grieve

The Union or any affected employee who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list, or veteran's preference shall be entitled to a review of the matter by the City of Pekin Fire Chief. Any disputes as to such matters

may be resolved and remedied by filing a grievance at step 3 as provided by Article 13 of this Agreement or as otherwise provided by law.

Section 20.7 - Order of Selection

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

Section 20.8 - Maintenance of the Promotional Lists

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

ARTICLE 21

UNION LEAVE

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

The Union shall notify the Employer as soon as it knows the schedule of any conferences in which members desire to attend. Each member who desires to attend shall notify the Chief. The Chief shall grant a leave of

absence in accordance with this Article unless manpower requirements cannot be met. In the event the leave of absence is not granted because of manpower requirements, the Chief shall allow the member(s) one free trade in order that the member may attend the conference and that the member obtain another firefighter to perform his duties. The trade shall not count against any limit on trades that exist.

ARTICLE 22

LEAVE TIME

Section 22.1 - Bereavement Time

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

Section 22.2 - Jury Duty

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

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

Section 22.3 - Short-term Military Leave

Any firefighter covered by the terms of this Agreement who is a member of a reserve force of the Armed Forces of the United States or the State of Illinois and who is ordered by the appropriate authorities to attend training programs or perform assigned duties shall be granted a leave of absence, without pay, for the period of such activity and shall suffer no loss of seniority rights. Employees who are called up for a two-week active duty training may take a leave of absence without pay or take the option of using their earned vacation time or compensation time.

Section 22.4 - Maternity Leave

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

1. An employee to whom such leave has been granted shall return to work within two (2) months after termination of her pregnancy, unless she submits a certificate from a licensed physician stating that she is not physically fit to return to work.
2. If an employee fails to return to work after the aforesaid two-month period and does not otherwise have any accumulated sick or compensatory time, then the Employer shall have the right to terminate her employment. In such case the Employer shall have the right to hire another employee. The employee so terminated may, subject to the approval of the Fire Chief, be eligible for re-employment at such time as the Employer determines that manpower is necessary. If the Employer has otherwise hired another employee, it is expressly understood that said employee shall be able to continue in employment, notwithstanding the fact that the regular employee who received maternity leave may otherwise want to resume employment.

Section 22.5 - Injury Leave On Duty

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

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

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

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

Section 22.6 - Injury Leave Off Duty

An employee injured off duty or suffering from a long term illness shall not be entitled to any benefits not

provided for in this Agreement. An employee shall be entitled to be off for a period of ninety (90) accumulative scheduled shift days in any two-year period. If an employee has accumulated leave time greater than ninety (90) days he/she may be off duty for such injury or illness to the extent of such accumulated leave time. During such time an employee shall use all their sick days and other accumulated leave. Once such sick days and other accumulated leave have been used, the employee may continue to be off the job in a non-pay status. If at the expiration of said ninety (90) shift day period the employee is still unable to return to work, they will lose all seniority rights and their rights to reinstatement would be solely as provided by state statute. In such case in the event they are re-employed, they would start as a probationary Firefighter and it is understood that they would have lost seniority they may have previously earned.

Section 22.7 - Off Duty Injury/Illness Temporary Light Duty

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

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

Light Duty shall be limited to thirty (30) calendar days, per injury and/or illness. An extension may be allowed if the Chief and the firefighter on Light Duty mutually agree. An employee shall be required to use ten (10) sick days prior to being eligible for the Off Duty Injury/Illness Temporary Light Duty Program per occurrence of the injury/illness.

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

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

ARTICLE 23

WORKER'S COMPENSATION

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

ARTICLE 24

HOLIDAYS

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

ARTICLE 25

UNIFORM ALLOWANCE

Each firefighter shall receive \$450.00 as a uniform allowance in the form of a debit card with the said amount payable on or before October 31st of each year.

No firefighter shall have a uniform that consists of 100% polyester. Each new hire shall receive, 3 pairs of duty pants, 6 duty t-shirts, 1 pair duty shoes/boots, 2 long sleeve uniform shirts, 2 short sleeve uniform shirts, 1 class A navy blue long sleeve uniform shirt, 1 duty leather belt, 1 pair navy blue sweatpants, one pair of workout shoes, 2 sets of badges and nameplates, 1 sets of collar pins (when off probation), 1 dress tie, and 1 uniform jacket. New hires will receive a uniform allowance on a pro-rata basis the next year based on their hire date. Personnel assigned to a 40-hour week shall receive an additional short sleeve and long sleeve uniform shirt.

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

ARTICLE 26

VACATIONS

For all Firefighters, the following vacation schedule shall apply:

1 up to 5 years:	2 weeks, 5 days
5 up to 10 years:	3 weeks, 7days
10 up to 15 years:	4 weeks, 10 days
15 years and up:	5 weeks, 12 days

The following general provisions shall apply to vacations:

1. The anniversary date of hire determines the number of years of service.
2. A firefighter may pick ahead of his anniversary date in determining the number of work days of

vacation that he may take during that particular calendar year.

3. A newly hired firefighter shall receive a prorated vacation to be taken after his/her first year anniversary date and before the end of that calendar year. However, if a firefighter ceases employment then upon leaving employment he/she shall receive prorated vacation from January 1 of that year to the date the firefighter's employment ceases, plus any unused vacation time from the previous year. A month of service shall be determined by the fifteenth (15th) of the month, ie. If a firefighter works past the fifteenth (15th) of the month he/she shall receive a full month of service and if a firefighter works up until the fifteenth (15th) of the month he/she shall receive ½ month of service.
4. Firefighters shall be entitled to the prorated share of their vacation not used in the year they terminated plus any vacation they did not otherwise use during said calendar year.
5. All vacations shall be used in the year earned and shall not be carried over, unless, the vacation was canceled by the Employer. Then in such case the firefighter shall have the right to carry over his unused vacation if he was then unable to reschedule the vacation to be used in the calendar year.

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

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

ARTICLE 27

EMT-I CERTIFICATION

There shall be at least one (1) EMT-I on each EMT-I Licensed vehicle. This may require personnel to be moved from one station to another or possibly one shift to another.

In the event there are not enough EMT-I certified firefighters on that shift, and a hire-back is required to attain the required EMT-I certified firefighters' on that shift the hire-back list may be such that the first EMT-I on the list will be the hire-back for that particular situation. If this would happen the firefighter on the top of the hire-back list will not loose their position on the top of the list.

Each firefighter participating and successfully completing the EMT-I program shall be granted hour for hour compensatory time equal to time spent in the program certification process while they are off duty. These days (minus the days that have been previously used) shall be carried by the firefighter throughout their career until they are exhausted but shall not be paid as compensation upon the firefighter's retirement and/or severance with the City of Pekin. These days may be used in four (4) hour increments. When picking this time off an eight (8) hour pick shall have precedence over a four (4) hour pick, a twelve (12) hour pick shall have precedence over and eight (8) hour pick, and a full day (24 hour) shall have precedence over all the above.

The cost of tuition and books shall be covered under Article 31.1.

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

All employees who obtain EMT-I certification, and maintain such certification, shall be paid an annual stipend of 1% of the employee's salary as specified in Article 29.

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

ARTICLE 28

SICK LEAVE

Section 28.1 - Definitions

"Annual Sick Leave" - January 1st of each year Firefighters shall be entitled to 120 hours (5 days) sick leave,

which they may use in 6 (six) hour increments. Probationary firefighters shall receive 240 hours (10 days) sick leave at date of hire. They shall also receive 120 hour (5 days) sick leave at second year anniversary date and each additional year thereafter. **ACCUMULATIVE**

“Paid Sick Days” - These sick days which were accumulated by a full-time employee prior to July 1, 1983,

“Non-Paid Sick Days” - Unused sick days granted to a full-time employee after July 1, 1983.

“Maximum Accumulative Sick Days” - The maximum amount of sick days, which may be retained by an employee shall be one hundred and five (105). However, in the event any employee has an excess of 105 sick days and then used some to the extent that he has 105 or less, he shall never be able to accumulate more than 105 sick days after such point. Any unused sick days, which an employee is unable to use because of the maximum shall be lost and the employee shall not be compensated for same, unless same were accumulated prior to July 1, 1983.

Section 28.2 - Use of Sick Days

An employee shall use sick days in the following order of priority:

1. The employee shall use his annual sick leave first.
2. After the employee has exhausted his annual sick leave, he shall then use his non-pay sick days to the extent any are available.

Section 28.3 - Accumulation of Sick Days

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

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

Section 28.4 – Sick Leave/Retirement Benefit

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

Section 28.5 - Procedures for Payment of Paid Sick Days

Individuals having paid sick days will have the option to declare by Dec. 27, 1996, if they desire to keep said sick days as unpaid days, usable as sick days, vacation or personal days.

ARTICLE 29

WAGES

Effective May 1, 2011 the step salary for employees shall be as follows:

Firefighter Wages

	2011	2012	2013	2014	2015
	2.75%	3%	3%	3%	3%
start	39326	40505	41720	42972	44261
6mo	41045	42276	43544	44850	46196
1yr	44419	45751	47124	48538	49994
18mo	47796	49230	50707	52228	53795
2yr	56367	58058	59799	61593	63441
3yr	56635	58334	60084	61886	63743
4yr	56906	58613	60372	62183	64048
5yr	57178	58894	60660	62480	64355
6yr	57448	59171	60946	62774	64658
7yr	57718	59449	61233	63070	64962
8yr	57989	59729	61521	63366	65267
9yr	58258	60006	61806	63660	65570
10yr	58527	60283	62092	63955	65873
11yr	58798	60562	62378	64250	66177
12yr	59069	60841	62666	64546	66483
13yr	59339	61119	62953	64841	66787
14yr	59609	61398	63240	65137	67091
15yr	59879	61675	63525	65431	67394
16yr	60149	61953	63812	65726	67698
17yr	60421	62234	64101	66024	68004
18yr	60691	62512	64387	66319	68309
19yr	60962	62790	64674	66614	68613
20yr	61231	63068	64960	66909	68916
21yr	61502	63347	65248	67205	69221
22yr	61773	63626	65535	67501	69526
23yr	62041	63903	65820	67794	69828
24yr	62311	64180	66105	68089	70131
25yr	62582	64459	66393	68385	70437
26yr	62853	64739	66681	68681	70742
27yr	63123	65017	66968	68977	71046
28yr	63395	65297	67255	69273	71351
29yr	63666	65576	67543	69570	71657
30yr	63936	65854	67830	69865	71961

Engineers Wages

	2011	2012	2013	2014	2015
	2.75%	3%	3%	3%	3%
start					
6mo					
1yr					
18mo					
2yr					
3yr					
4yr	59943	61742	63594	65502	67467
5yr	60217	62023	63884	65800	67774
6yr	60488	62303	64172	66097	68080
7yr	60756	62579	64456	66390	68381
8yr	61027	62858	64744	66686	68687
9yr	61298	63136	65031	66982	68991
10yr	61568	63415	65317	67277	69295
11yr	61838	63693	65604	67572	69599
12yr	62108	63972	65891	67867	69903
13yr	62380	64251	66178	68164	70209
14yr	62649	64528	66464	68458	70512
15yr	62920	64808	66752	68754	70817
16yr	63190	65086	67039	69050	71121
17yr	63459	65363	67324	69344	71424
18yr	63733	65645	67614	69642	71732
19yr	64002	65922	67900	69937	72035
20yr	64271	66199	68185	70231	72338
21yr	64543	66480	68474	70528	72644
22yr	64813	66757	68760	70823	72947
23yr	65082	67034	69045	71117	73250
24yr	65351	67312	69331	71411	73553
25yr	65623	67592	69620	71708	73860
26yr	65885	67862	69898	71995	74155
27yr	66147	68132	70176	72281	74449
28yr	66409	68402	70454	72567	74744
29yr	66671	68672	70732	72854	75039
30yr	66932	68940	71009	73139	75333

Captains Wages

	2011	2012	2013	2014	2015
	2.75%	3%	3%	3%	3%
start					
6mo					
1yr					
18mo					
2yr					
3yr					
4yr					
5yr	64795	66739	68741	70803	72928
6yr	65065	67017	69028	71099	73232
7yr	65336	67296	69315	71394	73536
8yr	65607	67575	69602	71690	73841
9yr	65876	67852	69888	71985	74144
10yr	66143	68128	70171	72277	74445
11yr	66418	68410	70462	72576	74754
12yr	66688	68688	70749	72872	75058
13yr	66955	68964	71033	73164	75358
14yr	67226	69243	71320	73460	75664
15yr	67499	69523	71609	73757	75970
16yr	67768	69801	71895	74052	76273
17yr	68037	70078	72180	74346	76576
18yr	68310	70360	72470	74644	76884
19yr	68580	70638	72757	74940	77188
20yr	68851	70916	73044	75235	77492
21yr	69120	71194	73329	75529	77795
22yr	69390	71472	73616	75824	78099
23yr	69659	71749	73902	76119	78402
24yr	69932	72030	74190	76416	78709
25yr	70203	72309	74478	76713	79014
26yr	70473	72587	74765	77008	79318
27yr	70744	72867	75053	77304	79623
28yr	71018	73148	75343	77603	79931
29yr	71288	73427	75629	77898	80235
30yr	71558	73705	75916	78194	80539

ARTICLE 30
NEW EMPLOYEES

Section 30.1 - Probationary Status

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

Section 30.2 - Rate of Pay

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

Section 30.3 - Training School

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

ARTICLE 31
SCHOOL PROVISION

Section 31.1 - Tuition Reimbursement

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

Section 31.2 - Educational Bonus

Where the employee has successfully completed 30 semester hours in Fire Science Technology courses at an

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

ARTICLE 32 INSURANCE

Section 32.1 - Health Care Coverage

During the term of this Agreement, the City shall continue to make available to regular, full-time employees and their eligible dependents health care benefits substantially similar to the health care benefits provided by the City of Pekin Employee Health Benefit Plan as proposed in the negotiation of this Agreement. The City reserves the right to continue to self-insure, or to change or provide alternative health care benefits by third party insurance, health maintenance organization, or other means in its unilateral discretion, whenever the City finds such change appropriate. If, during the term of this Agreement, changes in the health benefit coverage or health care benefits are instituted for employees of the City covered by another bargaining agreement, the changes shall also be applied to employees covered by this Agreement, and eligible for the coverage provided herein. The City reserves the right unilaterally to implement cost containment provisions, including but not limited to preferred provider provisions, pre-admission and continuing admission review, managed care, mandatory second opinions and out-patient elective surgery. Claims for individual benefits shall be submitted pursuant to, and determined in accordance with, the provisions of the Employee Health Benefit Plan in effect, and shall not be subject to the grievance and arbitration procedure of this Agreement.

Section 32.2 - Health Care Cost

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

The parties shall establish a joint Health Insurance Committee consisting of the City and the Union, and any other interested employee representatives that agree to participate. In the event committee members cannot agree to proposed changes in the existing group health plan, the City may institute changes, so long as the benefits remain substantially the same. Claims for individual benefits remain substantially the same. Claims for individual benefits shall be submitted pursuant to and determined in accordance with, the provisions of the Employee Health Benefit Plan in effect, and shall not be subject to the grievance and arbitration procedure of this agreement.

The Union agrees to contribute to the cost of the monthly premium for such health insurance benefits, as follows:

May 1, 2011 - April 30, 2012

Single Coverage	\$30 per employee per month
Employee & Child	\$124.50
Employee & Spouse	\$124.50
Family/Dependent Coverage	\$124.50 per employee per month

May 1, 2012 - April 30, 2013

Single Coverage	\$35 per employee per month
Employee & Child	\$124.50
Employee & Spouse	\$124.50
Family/Dependent Coverage	\$130 per employee per month

May 1, 2013 - April 30, 2014

Single Coverage	\$40 per employee per month
Employee & Child	\$125
Employee & Spouse	\$125
Family/Dependent Coverage	\$150 per employee per month

May 1, 2014 - April 30, 2015

Single Coverage	\$45 per employee per month
Employee & Child	\$140
Employee & Spouse	\$140
Family/Dependent Coverage	\$170 per employee per month

May 1, 2015 - April 30, 2016

Single Coverage	\$50 per employee per month
Employee & Child	\$155
Employee & Spouse	\$155
Family/Dependent Coverage	\$190 per employee per month

Section 32.3 – Health Insurance Committee

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

1. Committee set up of three (3) bargaining units and City of Pekin.
2. Committee consisting of two (2) from each unit, and two (2) from the unrepresented.
3. Each party having signed the agreement shall have veto power over any and all proposals put forth

by the committee.

4. Changes agreed to by the committee shall be binding on all parties.

Section 32.4 Compliance with Law

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

ARTICLE 33

TEMPORARY UPGRADE

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

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

Upgrades shall be determined by seniority in rank of the personnel working at the station where the upgrade occurs. Upgrades outside of the bargaining unit shall be on a rotation basis.

ARTICLE 34

NOTICES

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

CITY

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

UNION

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

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

ARTICLE 35

SAVINGS CLAUSE

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

ARTICLE 36

ENTIRE AGREEMENT

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

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

ARTICLE 37

MUTUAL AID

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

ARTICLE 38

RESIDENCY

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

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

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

ARTICLE 39

NFPA 1710

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

ARTICLE 40

40 HOUR FIREFIGHTERS

Section 40.1 Coverage and Purpose

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

Section 40.2 Overtime

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

Section 40.3 Sick days

Provision of Article 28 shall apply except as modified herein:

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

Section 40.4 Sick leave bonus

Refer to Section 28.4 and Section 28.5 of this agreement.

Section 40.5 Computation of Hourly Rate

Computed as salary times 4% divided by 2080

Section 40.6 Personal days

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

Section 40.7 Bereavement

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

Section 40.8 Injury leave off duty

An employee injured off duty or suffering from a long-term illness shall not be entitled to any benefits not provided for in this agreement. An employee shall be entitled to be off for a period of two hundred seventy (270) days, for eight (8) hour a day employees, or two hundred-sixteen (216) days for ten (10) hour a day employees, accumulative scheduled work hours in any two-year period. If an employee has accumulated leave time greater than the respective above mentioned hours he/she may be off duty for such injury or illness to the extent of such accumulated leave time. Once such sick days and other accumulated leave have been used, the employee may continue to be off the job in a non-pay status. If at the expiration of the above mentioned respective hours the employee is still unable to return to work, they will lose all seniority rights and their rights to reinstatement would be solely as provided by state statute. In such case, in the event they are re-employed, they would start as a Probationary Firefighter and it is understood that they would have lost seniority they may have previously earned.

Section 40.9 Wages

40 hour employees shall receive same wages as line personnel according to rank with a 4% adjustment added.

Section 40.10 Vacations

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

Section 40.11 Holidays

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

ARTICLE 41

TRADES

The Pekin Fire Department has adopted certain Standard Operating Procedures (S.O.P's) governing Trades (S.O.P. #100-GEN-002) and FILLING OF VACANCY (S.O.P. #100-GEN-015). Prior to any change or revocation to either procedure, the Fire Chief shall notify the officers of Local 524 of the proposed modifications he desires to make, and the reasons for them, and upon request of the officers, shall meet with Local 524's representatives to discuss his proposals and any concerns about them before any change or revocation takes effect.

ARTICLE 42

PHYSICAL INCENTIVE PROGRAM

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

ARTICLE 43

MINIMUM MANNING

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

ARTICLE 44

DUES CHECK OFF

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

ARTICLE 45

AMBULANCE

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

ARTICLE 46

DURATION

Section 46.1

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

Section 46.2 - Term of Agreement

This Agreement shall be effective from May 1, 2011 and shall remain in full force and effect until April 30, 2016. It shall continue in effect from year to year thereafter unless notice of intent to terminate or modify is given in writing by certified mail by either party no earlier than 120 days preceding expiration and no later than 60 days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be written date of receipt.


Section 46.3 - Continuing Effect

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

Section 46.4 - Mutual Modification

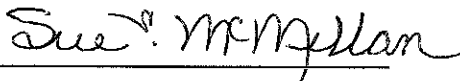
It shall be understood that the provisions of this Agreement may be modified at any time upon mutual agreement of the parties, provided that all such modifications shall be in writing and signed by authorized representatives of each party to be binding.

CITY OF PEKIN

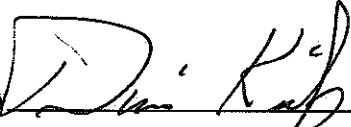
By 
Rusty Dunn, Mayor

Date: 12-01-2010

Attest:



Sue McMillan, City Clerk

Date: December 1, 2010

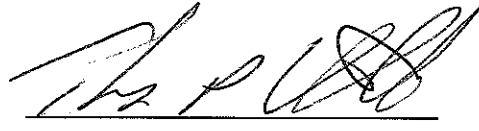
By 
Dennis Kief, City Manager

By 
Kurt Nelson, Fire Chief

PEKIN FIREFIGHTERS LOCAL #524

By 
Chris Coats, President

Date 12/1/10


Tom Veatch, Secretary

Date 12/1/2010