

# **ILLINOIS FOP LABOR COUNCIL**

---

**and**

## **CITY OF GALENA Patrol Officers and Sergeants**

**May 1, 2012 – April 30, 2016**

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## **PREAMBLE**

This Agreement is made and entered into by and between the City of Galena (hereinafter referred to as the "City") the Galena Police Officer Unit and the Illinois FOP Labor Council (hereinafter referred to as the "Union").

It is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the City; to encourage and improve efficiency and productivity; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

NOW, THEREFORE, the parties agree as follows:

## **ARTICLE I**

### **RECOGNITION AND REPRESENTATION**

#### **Section 1. Recognition:**

The City recognizes the Union as the sole and exclusive bargaining representative for all full time Patrol Officers (hereinafter referred to as "officers" or "employees"). Excluded from the bargaining unit are the police chief, lieutenants, part time employees, probationary employees, seasonal employees, limited term employees, parking control employees, secretarial staff and any supervisory, managerial or confidential employees as well as all other employees of the City.

#### **Section 2. Union's Duty of Fair Representation:**

The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit regardless of whether or not they are members of the Union.

#### **Section 3. Solicitation of Union Membership:**

Solicitation of Union membership or other internal union business shall be conducted during the non-duty hours of all employees concerned.

#### **Section 4. Probationary Period:**

The probationary period for officers shall be twelve (12) months. During the probationary period, an officer is entitled to all rights, privileges or benefits under this Agreement, except that the City may suspend or discharge a probationary officer without cause and such action shall be final and the officer shall have no recourse under the grievance procedure or otherwise to contest said suspension or discharge.

## **ARTICLE II**

### **NON-DISCRIMINATION**

#### **Section 1. Equal Employment Opportunity:**

The City will continue to provide equal employment opportunity for all officers and apply equal employment practices.

#### **Section 2. Prohibition Against Discrimination:**

The City and Union agree that there shall be no discrimination by the City or the Union against employees because of race, color, creed, religion, national origin, sex, age or marital status or because of a physical disability or physical handicap with respect to a position the duties of which can be performed adequately by an individual with such a physical handicap without danger to the health or safety of the physically handicapped person or to others.

#### **Section 3. Union Membership or Activity:**

Neither the City nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employee because of lawful Union membership or non-membership, activity, or status.

#### **Section 4. Americans with Disabilities Act:**

During the term of this Agreement, should either party believe that the application of the Americans with Disabilities Act requires a modification to bargaining unit member's terms and conditions of employment or to the terms of this Agreement, a written demand to bargain notice shall be given to the other party. Agreed modifications resulting from these negotiations shall be ratified by the parties. Any impasse shall be resolved pursuant to the procedure set forth in Section 14 of the Illinois Public Labor Relations Act.

## **ARTICLE III**

### **SUB-CONTRACTING**

The City shall have the right to subcontract out any work it deems necessary when such sub-contracting will not result in permanent layoffs to bargaining unit employees.

## ARTICLE IV

### DUES CHECKOFF, FAIR SHARE. AND COUNCIL RIGHTS

#### Section 1. Dues Checkoff:

During the term of this Agreement the City will deduct from each employee's first paycheck each month the uniform, regular monthly Union dues for each employee in the bargaining unit who has filed with the City a lawfully written authorization form, a copy of which is attached as Appendix A, and shall forward such amount to the Union by the 10th day of the month following the month in which the deduction was made, together with a list of employees from whom deductions were made.

The actual dues amount deducted, as determined by the Union, shall be uniform for each employee in order to ease the City's burden in administering this provision. The Union may change the fixed uniform dollar amount once each year during the life of this Agreement by giving the City's Personnel Chief at least thirty (30) days' written notice of any change in the amount of the uniform dues to be deducted.

If any employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision.

#### Section 2. Fair Share:

During the term of this Agreement, employees who are not members of the Union shall, commencing sixty (60) days after their employment or sixty (60) days after the effective date of this Agreement whichever is later, pay a fair share fee to the Union for collective bargaining and contract Administration services rendered by the Union as the exclusive representative of the employees covered by said Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the Union. The Union shall periodically submit to the City a list of the members covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.

The FOP and the Union agree to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union vs. Hudson, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payors. Accordingly, the FOP and the Union agree to do the following:

1. Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.

2. Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share payors can object to the amount of the fair share fee.
3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payors to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the FOP and the Union with respect to fair share fee payors as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee shall pay an amount equal to such fair share fee to a charitable organization as defined by the Internal Revenue Code, Section 501 (c).

**Section 3. Indemnification:**

The Union and Council shall indemnify and hold harmless the City, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the City for the purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under any of such provisions.

**ARTICLE V**

**LABOR - MANAGEMENT CONFERENCES**

**Section 1.**

The Union and City mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between the parties. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a labor/management conference and expressly providing a written agenda for such a meeting. Notice of such a meeting may be waived by a written mutual consent of the parties. The meeting location shall be at Galena City Hall unless otherwise agreed to and such meeting shall be limited to a discussion of the following general issues:

- (a) Discussion on the implementation and general administration of this Agreement.
- (b) A sharing of general information of interest to the parties in an effort to assure good working relationships.

- (c) Notifying the Union of changes and non-bargaining conditions of employment contemplated by the City which may affect employees. In the event this information is disseminated through normal City staff and employee meetings, no such notice as contemplated by this section shall be required.
- (d) Discussion of pending grievances on a non-binding basis to attempt to resolve such grievances and to discuss procedures in an effort to avoid further grievances.
- (e) Items concerning safety.

The City and Union agree to cooperate with each other in matters of the administration of this Agreement. In an effort to effectuate these purposes and intents of the parties, both parties agree to meet as necessary.

**Section 2.**

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be discussed in detail at labor/management conferences, and any such discussions of a binding grievance shall be non-binding on either party and solely for the purpose of exploring alternatives to settle such grievances and such grievance discussion shall only be held by mutual agreement of the City and the Union.

**ARTICLE VI**

**MANAGEMENT RIGHTS**

Except as specifically and unequivocally limited by the express provisions of this Agreement, the City retains all traditional rights to manage and direct the affairs of the City of Galena Police Department in all of its various aspects and to manage and direct its employees, including, but not limited to the following:

- (a) Plan, direct, control and determine the budget and all operations, services, policies, performance standards and missions of the Police Department;
- (b) Supervise and direct the work force;
- (c) To establish the qualification for employment, including written or oral testing, medical exams and agility and physical fitness testing;
- (d) To hire, assign and/or to transfer and re-assign employees to other duties or functions;
- (e) To establish work and productivity standards, and from time-to-time, to change those standards;

- (f) To assign and limit overtime; an on-call list shall be utilized for after-hours work;
- (g) To purchase goods and services provided such purchase will not result in any lay-offs to the bargaining unit employees;
- (h) To determine the methods, means, organization and number of personnel by which departmental services shall be made or purchased;
- (i) To make, alter and enforce reasonable rules, regulations, orders and policies;
- (j) To evaluate or promote employees;
- (k) To establish performance standards;
- (l) To discharge non-probationary employees for just cause (probationary employees without cause);
- (m) To suspend, terminate or otherwise discipline employees for just cause;
- (n) To change or eliminate existing equipment or facilities;
- (o) To introduce new equipment or facilities without having to negotiate over the effects of such change;
- (p) To lay-off or relieve employees due to lack of work or funds or for other legitimate reasons;
- (q) To contract out for goods or services it deems necessary when such contracting will not result in any lay-offs to the bargaining unit employees;
- (r) The City, in its sole discretion, shall also have the right to take any and all actions that may be necessary to carry out the mission of the City of Galena and the Police Department in the event of civil emergency as may be declared by the Mayor or City Council or their authorized designees, which may include, but not be limited to: riots, civil disorders, tornado conditions, floods or other catastrophes or financial emergencies, and to suspend the terms of this Agreement during such civil emergency. Nothing herein shall affect the internal control authority of the City of Galena Police Department, or its Mayor and City Council.

## ARTICLE VII

### GRIEVANCE PROCEDURE

#### Section 1. Definition:

- (a) A “grievance” is defined as any unresolved difference between the City and the Union or any employee regarding the application, meaning or interpretation of this Agreement or claiming that an express written provision of this Agreement has been violated, except that any dispute or difference of opinion concerning a management right shall not be considered a grievance under this Agreement nor subject to the grievance procedure.
- (b) In the event of a complaint or grievance hereunder, the Employee shall first complete his assigned task and complain later.

This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act. Grievances may be withdrawn at any step of the grievance procedure. Grievances withdrawn shall not be reinstated. The time limits established in the grievance procedure shall be followed by the parties. If the time procedure is not followed by an employee or the Union, the grievance shall be considered settled. The time limits established herein may be extended by mutual agreement in writing. Written grievances shall be filed at the completion of the officer’s tour of duty. No employee or union representative shall leave his work assignment to investigate, file or process grievances unless granted permission to do so by the Chief of Police. In the event of a grievance, the employee shall always perform his assigned work tasks and grieve his complaint later.

#### Section 2. Procedure:

The parties acknowledge that, whenever possible, it is most beneficial to the bargaining relationship that an employee(s), with direct supervision or the Police Chief, seek to resolve problems bearing on the labor contract through free, open, and informal exchange. Failing resolution, or should an employee(s) not believe his or her problem can be so administered, a written presentment shall be processed in the following manner exclusively. To the extent possible, there shall be an equal number of attendees from each party at each of the following steps, unless mutually agreed otherwise.

#### Procedural Steps

- STEP 1: Any employee who has a grievance shall submit the grievance in writing on a grievance form, a copy of which is attached as Appendix B, to the employee’s immediate supervisor and Police Chief. The grievance form write-up shall inform with a complete statement of the facts, the provision(s) of the Agreement which is alleged to have been violated, and the relief requested. All

grievances must be presented no later than five (5) business days from the time the grievant becomes aware of or had an opportunity to be aware of the alleged violation through the use of reasonable diligence. The immediate supervisor and Chief of Police shall render a written response to the grievant within five (5) business days after the grievance has been received, and which shall include at least one meeting between the parties if none has previously taken place.

STEP 2: If the grievance is not settled at Step 1 and the grievant wishes to appeal to Step 2, the grievance shall then be submitted to a committee composed of the Mayor and City Administrator within five (5) business days after receipt of the City's answer at Step 1. Management shall thereafter provide a written answer to the grievant within five (5) business days after this appeal has been received.

STEP 3: If the matter remains unsettled as a result of deliberations and answer at Step 2, the grievant shall have the right to appeal through the Mayor's office to a Management Committee composed of members of the City Council. This appeal is to be made within five (5) business days upon receipt of the City's answer at Step 2.

In the deliberation on the matter at issue, the parties shall meet within five (5) business days of the receipt of the appeal and endeavor to reach a voluntary settlement. Failing this, the City shall provide its written response to the grievant and Union within ten (10) business days following the conclusion of such meeting.

Step 4: If the dispute remains unresolved despite efforts at Step 3, the matter may be submitted to arbitration. Such a request for arbitration shall be made within ten (10) business days after receipt of the City's final response as a result of Step 3, or absent such response, within ten (10) business days after the final response should have otherwise been made

**Section 3. Arbitration:**

If the grievance is not settled in Step 1, 2 or 3 and the Union wishes to appeal the grievance as authorized in Step 4 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within ten (10) working days of receipt of the City's written answer as provided to the Union at Step 4:

- (a) 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 (7) day period, the parties shall jointly request the Federal Mediation and Conciliation Service or the American

Arbitration Association 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. Both the City and the Union shall have the right to strike two (2) names from the panel. A “flip of the coin” shall take place, with the winner of the toss deciding who will strike the first name. The parties will then alternate striking one name until only one remains. The person remaining shall be the arbitrator.

- (b) The arbitrator shall be notified of his/her selection by a joint letter from the City and the Union. Such letter shall request the arbitrator to set a time and place for the hearing, subject to the availability of Union and City representatives. All hearings shall be held in the City of Galena, Illinois unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. The joint statement shall contain a full summary of the grievance, all responses and the basis of grievant’s objection to the City’s final answer.

- (c) The City and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the Union retain the right to employ legal counsel.
- (d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties/ whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing. Nothing in this Article shall preclude the City and Union from agreeing to use expedited arbitration procedures.
- (f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the City and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.
- (g) The grievant will not be paid by the City for any time associated with this procedure.

**Section 4. Limitations on Authority of Arbitrator:**

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without the power to make any decision or award which is

contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the City of Galena under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 4 shall be final and binding upon the City, the Union and the employees covered by this Agreement.

**Section 5. Time Limit for Filing:**

No grievance shall be entertained or processed unless it is submitted at Step 1 within five (5) calendar days after the first occurrence of the event giving rise to the grievance or within five (5) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If a grievance is not presented by the employee within the time limits set forth above, it shall be considered “waived” and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City’s last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

**Section 6. Miscellaneous:**

No member of the bargaining unit shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the City unless and until the City has agreed thereto in writing.

**ARTICLE VIII**

**NO STRIKE - NO LOCKOUT**

**Section 1. No Strike:**

Neither the Union nor any officers, agents or employees covered by this Agreement will call, initiate, authorize, instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, picketing, slowdown, sitdown, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass absenteeism, or any other intentional interruption or disruption of the operations of the City, regardless of the reason for so doing. Neither the Union nor any individual officer shall refuse to cross any picket line in the performance of police duties by whomever established. Any or all

employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City. Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of the Article. In addition, in the event of a violation of this Section of this Article the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

**Section 2. Resumption of Operations:**

In the event of action prohibited by Section 1 above, the Union will immediately disavow such action and request the officers to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations.

**Section 3. Discipline of Strikers:**

Employees who violate the provisions of this Article may be disciplined or immediately discharged by the City. Disciplinary action taken by the City shall not constitute a precedent.

**Section 4. No Lockout:**

The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

**Section 5. Judicial Restraint:**

Nothing contained herein shall preclude the City or the Union from obtaining judicial restraint and damages in the event the employees, Union or City violate this Article.

**ARTICLE IX**

**SENIORITY, LAYOFF AND RECALL**

**Section 1. Definition of Seniority:**

Seniority shall be based on the length of time from the last date of beginning continuous full-time employment as a Police Officer for the City, less any deductions due to layoffs, suspensions or other non-paid breaks in service or leaves of absence, unless required by law. Seniority shall be defined as the officer's continuous service in the police department, regardless of changes in assignments or ranks.

**Section 2. Probationary Period:**

All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of twelve (12) months of work or such additional time up to ninety (90) days provided said additional period is agreed upon in writing by the parties. During an employee's probationary period the employee may be laid off, or terminated at the sole discretion of the City. No grievance shall be presented or entertained in connection with the layoff, or termination of a probationary employee.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority, which shall be retroactive to his last date of hire with the City in a position covered by this Agreement.

**Section 3. Seniority List:**

On or before January 1 each year, the City will post, and provide the Union, with a seniority list setting forth each employee's seniority date. The City shall not be responsible for any errors in the list, unless such errors are brought to the attention of the City in writing within fourteen (14) calendar days after the Union's receipt of the list.

**Section 4. Layoff:**

The City, in its sole discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off with the least senior employee being laid off first. In the event of equal seniority for a potentially affected employee, the layoff decision will be based upon the officer's skills and abilities as determined by the Chief of Police and City Council.

**Section 5. Recall:**

Employees who are laid off shall be placed on a recall list for thirty-six (36) months. If there is a recall, employees who are on the recall list shall be recalled, in the inverse order of their layoff. Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Chief of Police or his designee of his intention to return to work within three (3) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Chief of Police or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list.

**Section 6. Termination of Seniority:**

Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) quits;
- (b) is discharged for just cause (probationary employees without cause);
- (c) retires (or is retired should the City adopt and implement a legal mandatory retirement age);
- (d) falsifies the reason for a leave of absence, or is found to be working during a leave of absence without the written approval of the City Administrator;

- (e) fails to report to work at the conclusion of an authorized leave of absence or vacation;
- (f) is laid off and fails to report for work within one (1) working day after the established date for the employee's return to work;
- (g) does not perform work for the City for a period in excess of twelve (12) months; provided, however, this provision shall not be applicable to absences due to military service, established work related injury compensable under workers' compensation, disability pension, or a layoff where the employee has recall rights; or
- (h) is absent for one (1) working day without notifying the City.

Employees who establish to the City's reasonable satisfaction that their absence under subsections 6(e) and (f) and (h) was clearly due to circumstances beyond their control shall not be terminated under this Section solely based on that incident.

## **ARTICLE X**

### **HOURS OF WORK AND OVERTIME**

#### **Section 1. Application of Agreement:**

It is not intended to establish right to compensation in any form for the time not worked except as specifically provided for in this Agreement.

This article is intended only as a basis for calculation of overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week, or per work cycle.

#### **Section 2. Normal Workday, and Shift:**

The City, solely at its own discretion, shall establish the work schedules for police officers which may be changed from time to time by the City as circumstances warrant. The shift compensation shall be based upon a fourteen (14) day work cycle. While the City will be the sole determinant of any changes, prior to implementing any changes, the City will give affected employees at least five (5) days calendar notice, if possible, as determined by the Chief of Police or his designee. The City has established the normal work period for police officers. This work period and the normal twelve (12) hour shift worked may be changed from time to time by the City as circumstances warrant. The normal work period shall be based on a fourteen (14) day cycle unless both parties agree to a modification. While it is contemplated that the normal work day will be twelve (12) consecutive hours, it is understood by the parties that an eight (8) or ten (10) hour shift during a work week may be considered part of the normal work schedule. All normal workdays shall include a thirty (30) minute paid lunch period and two (2) fifteen (15)

minute breaks each day, subject to emergency work duties. It will be the discretion of the City when to take the break and such breaks shall be subject to emergency work duties. Where circumstances warrant, alternate work schedules shall be established as required and determined by the Chief of Police.

**Section 3. Normal Work Cycle:**

The normal work cycle shall be fourteen (14) days. In addition, no employee shall be required to work more than seven (7) consecutive days, followed by at least two (2) consecutive days off. This restriction of consecutive work days can be waived by the employee, and is not applicable if the City gives at least fourteen (14) days prior notice to the employee, or if there are emergency circumstances requiring the additional working days.

**Section 4. Changes in Normal Workday or Normal Work Cycle:**

Should it be necessary in the City's judgment to establish schedules departing from the normal workday or the normal work cycle, or to change the shift schedule of an employee or employees, the City will give, except in exigent circumstances, at least 48 hours' advance notice of such change to all employees affected by such change.

In addition to the five "special events" referred to in this paragraph, the Union agrees that the City may elect and identify three (3) additional days during the life of the contract to be treated just like a "special event."

1. Country Fair
2. Boy Scout Weekend
3. Halloween Parade
4. Triathlon
5. The weekend after Country Fair

**Section 5. Overtime Pay:**

Employees shall be paid one and one-half times their regular hourly rate of pay for all hours worked, beyond 86 hours which may occur in the designated fourteen (14) day work schedule. Also excluded are those hours which are paid for court time during the fourteen (14) day period. These hours shall not be included for purposes of calculating overtime, provided however that hours paid for vacation, personal leave, sick leave, training, bereavement leave and comp time shall count as hours worked for the purposes of accruing overtime. Hours determined at the conclusion of the fourteen (14) day work period to be eligible for overtime will be compensated by payment of the additional one-half time on the pay period in which they were earned.

**Section 6. Court Time:**

Subject to limitations set forth in Section 5, employees who are required to make a court appearance outside their normal hours of work (i.e., hours not contiguous to their normal shift or regular day not regularly scheduled) shall be paid time and one-half their regular straight-time hourly rate of pay for all hours worked outside their normal shift, with a guarantee of two (2) hours pay at time and one-half.

**Section 7. Call Back Pay:**

Employees who are called back to work by the Chief of Police or a Lieutenant outside their normal hours of work (i.e., hours not contiguous to their normal shift or on a day not regularly scheduled) shall be paid their applicable rate of pay for all hours worked on call back, subject to the overtime pay requirements of Section 5 of this Article. A minimum of two (2) hours paid at time and one-half of the employee's straight time rate shall be guaranteed for all call backs unless the officer is working a less than twelve (12) consecutive hour shift, in which case the two (2) hours guarantee shall be paid at straight time. Employees called back will be required to remain at work for the full period of call back and be required to perform work and any and all normal duties as assigned. Call back pay does not include special detail work in which officers volunteer to work beyond their normal work day. Nor shall special detail work be included in calculating eligibility for overtime pay.

**Section 8. Compensatory Time:**

An employee shall have the option of accruing up to a maximum of one hundred (100) hours of compensatory time in lieu of overtime pay. While employee wishes will be considered, the scheduling of compensatory time shall not adversely affect the department, and shall not be unreasonably denied. Accrued compensatory time shall be carried over from year to year subject to limitations set forth below.

Overtime pay, at the discretion of the officer, can either be paid to employees or compensatory time taken. Compensatory time banked will be at the rate of one and one half hours of time off for each overtime hour banked as compensatory time. Premium paid hours cannot be banked and will be paid in the fourteen (14) day work cycle. It will be the employee's duty to notify the Chief of Police of the manner in which he desires to receive the overtime pay. (i.e., cash or compensatory time). While employee wishes will be considered, the scheduling of compensatory time will be subject to the paramount needs of the department as determined by the Chief of Police or his designee. The scheduling of compensatory time shall not adversely affect the department and shall not be unreasonably denied. Compensatory time may be carried over from year to year with the approval of the City, but not to exceed one hundred (100) hours.

**Section 9. No Pyramiding:**

Compensation shall not be paid or compensatory time taken more than once for the same hours under any provision of this Article or Agreement.

**Section 10. Rotation of overtime:**

A reasonable effort shall be made to equitably rotate overtime opportunities among employees covered by this Agreement.

## ARTICLE XI

### SICK LEAVE

#### Section 1. Accumulation

Employees shall accumulate sick leave at the rate of eight (8) working hours for each calendar month of full time service or major fraction thereof, except that sick leave granted probationary employees shall not be available for use until satisfactory completion of the initial probationary period.

#### Section 2. Use of Sick Leave:

No employee will be permitted to take sick leave that has not yet been earned unless said employee is participating in the sick leave bank. Sick leave may be taken in no less than one (1) hour increments. Sick leave may be granted only for absence from duty because of personal illness or that of an immediate family member's illness, legal quarantine and annual physical and doctor's visits for the purpose of diagnosis and treatment, including dental care. These sick leave provisions will not apply to sickness, injury or disability within the purview of the Illinois Workers Compensation Act.

Sick leave shall be computed on a calendar year basis and may be accumulated to a person of not more than 720 hours. Workers' Compensation benefits received shall be credited against the compensation due an employee during sick leave but no additional sick leave shall be given because of such workers' compensation benefits. In order to be eligible for sick leave with pay, an employee must:

- (1) report promptly to his department head the reason for his absence;
- (2) keep his department head informed of his condition if the absence is for more than three (3) days duration;
- (3) submit a medical certificate for any absence of more than three (3) days if required by the City Administrator or department head.

Claiming sick leave when physically fit, except as permitted in this section may be cause for disciplinary action, including transfer, suspension, demotion or dismissal.

Upon an honorable separation from employment, employees shall be paid as terminal pay one-third (1/3) of their accumulated sick leave.

Sick leave shall not be considered as personal time that the employee may use at his discretion; it shall be allowed only in case of actual sickness or disability or for annual physical and doctor's visits for the purpose of diagnosis and treatment, including dental care.

**Section 3. Separation:**

Upon the separation from the employment of the City, Employee shall be paid under the same terms and conditions and in the same amounts as applicable to all non-represented City employees.

**Section 4. Sick Leave Bank:**

Employees shall be able to participate (donate and withdraw sick leave days) in the City wide "Sick Leave Bank", as is current practice. Represented employees not presently members of the Sick Leave Bank will have thirty (30) days from the date of signing this Agreement to request participation in said plan.

**Section 5. Sick Leave/Retirement Bank**

Employees who have accumulated 720 hours of sick leave shall be entitled to accrue up to an additional 75 days (600 hours) of sick leave. Said hours shall be banked at the applicable rate of pay for the employee on the date that said hours are banked in a retirement bank account. Sick leave hours accrued under this section may be used solely for the purpose of offsetting the cost of retirement medical insurance. An employee, upon separation from the City for reasons other than retirement, will forfeit all retirement sick leave hours banked and will not be entitled to any compensation whatsoever for said hours banked.

**ARTICLE XII**

**LEAVES OF ABSENCE**

**Section 1. Unpaid leave**

Upon written request of an employee, leave of absence without pay may be granted by the City Administrator, taking into consideration good conduct, length of service, and efficiency of the employee and the general good of the employee and the general good of the municipal service. Such leave of absence shall not exceed a period of ninety (90) days provided that the same may be extended beyond such period if for continued disability or other good and sufficient reasons, but in no case shall exceed one (1) year except when the employee is detailed for military service or disabled for disability incurred while in the service of the city.

Normally a written request for leave of absence without pay will have to be submitted to the City Administrator at least two (2) weeks prior to the commencement of the leave of absence.

**Section 2. Maternity Leave.**

The provisions of this Section shall be modifiable in order to comply with the recently enacted Family Leave Bill. Employees who become disabled due to pregnancy shall be entitled to use the benefits, vacation, compensatory time, sick leave or Illinois Municipal Retirement Fund disability leave subject to the following:

- (a) the employee's department head shall be notified as soon as possible after medical confirmation of the pregnancy is received; such notice to include estimated date of delivery and physician stating work and duty capacity and limitation. These recommendations will be honored by the Employer and department head.
- (b) an employee will not be allowed to return to work after delivery until she has supplied her department head with a statement from her physician that she is physically and medically able to return to her duties as a City employee. A copy of this statement shall be forwarded to the City Administrator.
- (c) In any case, if an employee has not returned to work in accordance with the Family Medical Leave Act within 12 weeks after delivery, she shall provide a written request, including a doctor's statement substantiating her continued disability and expected date of recovery, to extend her leave to not more than six months from the date of delivery. The written request shall be directed to the Mayor and approval shall not be unreasonably denied.
- (d) those employees desiring IMRF disability leave must meet the qualifications of IMRF for such leave.
- (e) employees will be allowed to use sick leave or personal days for spouse's delivery or the adoption of their child (5 days providing there are no complications).

**Section 3. Funeral Leave:**

In the event of a death in the employee's immediate family, the employee may be granted up to thirty-six (36) hours leave of absence without loss of pay for the purpose of attending the funeral. Upon recommendation of the Chief of Police and with the approval of the City Administrator this period may be extended for an additional two days due to extraordinary circumstances, but any such days shall be charged to sick leave, and any other accrued leave time in that order; immediate family shall mean the employee's spouse, children, step-children, parents, step-parents, siblings, grandparents, grandchildren, in-laws and legal guardian.

**Section 4. Jury Leave:**

An employee who is required to report for jury duty shall be excused from work without loss of pay for the period of time which he is required to report to serve. Any compensation which the employee receives for jury duty or jury service shall be submitted to the City.

**Section 5. Military Leave:**

Military leave and re-employment rights will conform with federal requirements currently in effect. The employee shall present written evidence of induction or call to training or active duty or reserve or national guard status to the Chief of Police as soon as practical after receiving notification.

**Section 6. Personal Days/Leave:**

- (a) Employees may convert twenty-four (24) hours of sick leave into twenty-four (24) hours of personal leave in each contract year if no sick hours have been taken by that employee in the previous contract year. An employee will be entitled to convert twenty-four (24) hours of sick leave into twenty-four (24) hours of personal leave for each contract year in which no sick hours are taken. Unused personal hours up to a maximum of twenty-four (24) hours may be carried over from year to year. No vacation days or compensatory time may be used by employees in lieu of sick days to bypass this criteria.
- (b) Each employee covered by this Agreement who has an accident free contract year may convert twenty-four (24) hours of additional sick leave into twenty-four (24) hours of personal leave each contract year. Unused personal hours up to a maximum of twenty-four (24) hours as set forth above may be carried over from one year to the next.
- (c) The term accident-free for purposes of this section shall mean that the employee has been free of any reasonably avoidable squad car accident which lead to injury or property damage.

### **ARTICLE XIII**

#### **PERSONNEL FILES**

##### **Section 1. Inspection of Personnel Files:**

The City agrees to allow an employee to examine the contents of his personnel file in accordance with the Illinois Personnel Records Review Act, Illinois Compiled Statutes 820 ILCS 40/1 et.seq. upon three (3) working days written notice to the Chief of Police. This provision does not permit an employee to inspect his personnel file during the time of an open internal investigation. The internal investigation file shall be available for inspection after final determination of the investigation and in the event discipline is imposed.

Inspection of files shall be subject to the following:

- (a) Such inspection shall occur during daytime working hours, Monday through Friday, upon reasonable request;
- (b) The employee shall not be permitted to remove any part of the personnel file from the premises, but may obtain copies of any information contained therein upon payment of \$.20 per page for the cost of copying.

Any information of an adverse employment nature which may be contained in any unfounded, exonerated, or otherwise not sustained file, shall not be used against the employee in any future proceedings.

**Section 2. Retention of Disciplinary Records:**

Upon the Employee's request, any record of a verbal reprimand shall be removed from the Employee's personnel file after a period of two (2) years.

Upon the Employee's request, any contents of a written reprimand shall be removed from the Employee's personnel file after a period of two (2) years.

Upon the Employee's request, disciplinary actions involving suspension shall remain in the employees personnel file for not more than five years, provided that there is no substantially similar misconduct during the interim periods for either type of discipline, written warning or suspension.

**ARTICLE XIV**

**VACATIONS**

**Section 1. Eligibility:**

Every employee shall be eligible for paid vacation time after twelve (12) months employment with the City. Vacation allowance shall be based on the following schedule:

<u>Years of service</u>	<u>Vacation accumulation</u>
After 1 year	40 hours
After 3 years	80 hours
After 8 years	120 hours
After 15 years	160 hours
After 20 years	200 hours

Any officer who was employed with the City as of May 1, 2002, shall retain 80 hours of vacation regardless of years of service and will advance to 120 hours after 8 years as specified above.

**Section 2. Vacation Eligibility:**

In order to be eligible for a paid vacation, an employee who, as of his anniversary date of employment, has been continuously employed in a position covered by this Agreement, must have been paid for at least 1800 hours during the preceding year of employment. Vacation time earned in the first year of continuous service shall be taken during the second year of service. Similarly, vacation time earned in the second year of service shall be taken during the third year of service, etc. Vacation time shall be accrued and utilized by anniversary date to anniversary date yearly.

**Section 3. Vacation Pay:**

Vacation pay shall be paid at the rate of the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

**Section 4. Vacation Scheduling:**

Employees shall be entitled to request vacation based upon seniority, subject to approval by the Chief of Police. Employees will request vacation or compensatory time prior to publication of the next work schedule, but in no event less than fourteen (14) days prior to the request except in exigent circumstances. Officers requesting a vacation shall be approved unless exigent circumstances preclude such approval. Once an officer's vacation has been approved, he may not be bumped by a more senior officer. It is expressly understood that other than previously stated, the final right to designate vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved by the Chief of Police in order to insure the orderly performance of the services provided by the City.

**Section 5. Limitation on Accumulation of Vacation:**

Earned vacation shall normally be taken within one year after it is earned. Vacation shall not be accumulated from one year to another, except upon written permission granted by the Mayor. Under no circumstances may more than two years' vacation time be accumulated.

**Section 6. Pay for Earned but Unused Vacation Upon Termination:**

If, at time of termination, an employee has earned but unused vacation time, said vacation time shall be paid at the employee's rate of pay at time of termination. In the event of death, any vacation earned but unused shall be paid to the designated beneficiary of the deceased employee. Employees with less than 12 months continuous service at termination shall not receive any vacation pay. Except as provided in this section, there shall be no salary payment made in lieu of vacation.

**ARTICLE XV**

**HOLIDAYS**

**Section 1. Holiday Schedule:**

The following days shall be recognized as paid holidays:

- |                        |                               |
|------------------------|-------------------------------|
| New Year's Eve Day     | Independence Day              |
| New Year's Day         | Labor Day                     |
| Martin Luther King Day | Thanksgiving Day              |
| 3rd Monday in February | Friday after Thanksgiving Day |
| Good Friday            | Christmas Eve Day             |
| Memorial Day           | Christmas Day                 |

**Section 2. Compensation for Holidays:**

Employees reporting to work on the aforementioned traditional holidays will be paid time and one-half for all hours worked, in addition to the holiday pay set forth below. If observation of a holiday falls on a day other than the calendar day set forth

above, holiday pay shall only be paid for the calendar day. Said holidays shall be observed on the calendar day on which they may fall.

Employees shall receive eight (8) hours of pay at their regular hourly rate of pay for the aforementioned holidays.

**Section 3. Holiday Overtime:**

Employees who are required to work overtime, or unscheduled hours on a designated holiday shall be compensated for such hours at two (2) times the employee's regular hourly rate.

**ARTICLE XVI**

**SALARIES - AND OTHER COMPENSATION**

**Section 1. Salaries:**

Effective May 1, 2005, each employee shall be placed on the below listed wage scale according to the years of service with the City. On each employee's employment anniversary date employees covered by this Agreement shall advance to the next step, and be paid on the basis of the following:

See pay matrix addendum attached at Exhibit "C".

**Section 2. Officer in Charge:**

Any employee assigned as an officer in charge for all, or any part of the shift shall be compensated for acting in that capacity at the rate of forty cents (\$.40) per hour premium pay over the employees regular hourly rate of pay, for each hour, or partial hour of working in that capacity. Designation and determination of officer in charge status is solely a management decision and shall require a direct order designating an employee as such by the Chief of Police or a lieutenant.

**Section 3. Field Training Officer**

Any officer assigned as a field training officer shall be compensated at \$5.00 per day for each day of training.

**Section 4. Lateral Entry**

New employees of the police department with prior experience as a sworn peace officer with PTI training (or the equivalent) shall be entitled to credit for said prior experience. New employees shall be compensated in accordance with lateral entry play plan attached as Appendix D.

All officers availing themselves of this provision will then move through the step as any other officer.

## **ARTICLE XVII**

### **INSURANCE**

#### **Section 1. Health Insurance:**

##### A. BENEFITS:

The City shall provide group health insurance benefits to all full time employees, with such benefits to be provided under the same terms and conditions and in the same amounts as applicable to non-represented City employees.

##### B. IRS. SECTION 125:

The City shall make available, effective January 1, 1996, to all employees an IRS Section 125 salary reduction program for insurance premiums and eligible non-reimbursed medical and dependent care expenses.

#### **Section 2. Cost Containment:**

The Employer reserves the right to maintain or institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibited on weekend admissions except in emergency situations and mandatory out-patient elective surgery for certain designated surgical procedures.

#### **Section 3. Injury Leave:**

An officer who sustains an injury or illness arising out of the course of his employment shall be granted all of the benefits and provisions as required by law.

#### **Section 4. Insurance During Unpaid Leave:**

An employee who is on an approved leave of absence, or who has exhausted sick leave and is not in pay status shall be allowed to participate in group insurance policies provided that the employee pays the full cost of such participation within 31 days of billing. Failure to pay the full cost when due shall lead to termination of insurance benefits.

#### **Section 5. Recall List Employees:**

Employees on recall shall be allowed to participate in group insurance policies provided that the employee pays the full cost. Failure to pay the full cost when due shall lead to termination of insurance benefits.

#### **Section 6. Life Insurance**

The City will provide a group term life insurance policy to all full-time, non-probationary employees with a death benefit of \$35,000.

## ARTICLE XVIII

### DISCIPLINE AND DISCHARGE

#### Section 1. Discipline and Discharge:

The parties recognize the principles of progressive and corrective discipline.

Disciplinary action or measures shall include only the following and shall not be imposed other than for just cause:

- Oral reprimand
- Written reprimand
- Suspension
- Discharge

#### Section 2. Limitation:

The City's agreement to use progressive and corrective disciplinary action does not prohibit the City in any case from imposing discipline, which is commensurate with the severity of the offense. The City shall notify both the employee and the Union of disciplinary action in all circumstances other than an oral reprimand. Such notification shall be in writing and shall reflect the specific nature of the offense.

#### Section 3: Predisciplinary Meeting:

The parties acknowledge that it is usually most desirable for an employee and his/her immediate supervisor to resolve disciplinary problems through free and informal communications. It is agreed that an attempt to resolve a disciplinary matter shall be made between the employee and his/her immediate supervisor prior to initiating a formal disciplinary proceeding. The obligation of a predisciplinary meeting is limited to instances in which suspension, demotion or discharge is contemplated.

## ARTICLE XIX

### GENERAL PROVISIONS

#### Section 1. Gender of Words:

The masculine gender as used herein shall be deemed to include the feminine gender, unless the feminine gender is clearly inappropriate in the context of the provision(s) concerned.

#### Section 2. Medical Examinations:

If there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the City may require, at its expense, that the employee have a medical examination and/or psychological evaluation by a qualified and licensed physician and/or psychologist selected by the City. If the employee's doctor and the City's doctor are not both in agreement with the required examination's determination, then a third neutral examination shall be allowed at the employee's expense.

#### Section 3. Precedence of Agreement:

If there is any conflict between the specific provisions of this Agreement and the specific provisions of any City ordinance or the specific provisions contained in the City's Personnel Policy and Procedure Manual which may be in effect from time to time, the specific terms of this Agreement, for its duration, shall take precedence.

#### Section 4. Bill of Rights:

If the inquiry, investigation or interrogation of any employee could result in the recommendation of removal, discharge, or suspension in excess of three (3) days, before taking such action, the City shall follow the procedures set forth in Chapter 50 Section 725/1 et seq., of the Illinois Compiled Statutes. In the City's sole discretion, the employee may be relieved of duty pending a formal hearing and at the sole discretion of the City, the employee may receive all ordinary pay and benefits he would have had were he not discharged. The employee shall have the right to be represented at such inquiries, investigations or interrogations by a union representative.

In the case of recommended suspensions pending discharge, the employee may be relieved of duty without pay for a period of up to thirty (30) days during which a hearing shall be held on the recommended discharge.

#### Section 5. Impasse Resolution:

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act (5 ILCS 315/14), as amended from time to time. All hearing pursuant to this section shall be conducted in Galena, Illinois.

**Section 6. Killed In The Line of Duty:**

The City agrees to defray all reasonable funeral and burial expenses of any officer of the Police Department killed in the line of duty. In addition, the City agrees to continue to provide health insurance family coverage for the officer's surviving spouse and/or dependents for a period of three (3) years following the officer's death. This coverage shall be in accordance with the terms of officer's dependents coverage that was in effect at the time of the officer's death. The entire premium cost shall be borne by the City.

**Section 7. Clothing, Cleaning and Equipment Allowance:**

The amount which patrol officers and sergeants are allotted under the City's clothing, cleaning and equipment allowance shall be \$600 per year (prorate if employed less than a year) for the purchase of uniforms and related equipment. Detectives will receive \$750 per year. Employees shall submit to the Chief of Police a requisition requesting an expenditure setting forth the item to be purchased and the amount. Said expenditure shall proceed through the normal warrant channel and be approved by the City Council.

Newly hired probationary officers, shall receive a one time uniform "start up" of a complete set of uniforms, and equipment, as required by the Department. Probationary employees who quit or are terminated from employment with the City of Galena, during the probationary period, shall be responsible for reimbursing the City the full cost of tuition and expenses incurred by the City for police training and expended on their behalf.

The disbursement of the uniform and equipment acquisition allotment shall be consistent with the policy in effect when this Agreement is ratified, and shall remain in effect for the term of this Agreement.

**Section 8. Physical Fitness Program:**

In order to maintain and improve efficiency in the Police Department, to protect the public and to reduce insurance costs and risks, the City may establish a reasonable physical fitness program, which shall include individualized goals. While employees may be required to participate in any such program, no employee will be disciplined for failure to meet any goals that may be established as long as the employee makes good faith effort to meet such goals. Before any such program is implemented, the City shall review and discuss the program at a meeting of the Labor-Management Committee.

**Section 9. Outside Employment:**

No employee shall hold secondary employment without getting written permission from the City Council and such permission shall not be unreasonably denied. An officer requesting outside employment must state the place of employment, address, phone number, supervisor's name, and hours of employment so that the employee may be reached in an emergency.

The parties recognize that it is in the best interest of all parties to have an alert and non-distracted work force. More specifically, the jobs from which employees shall be prohibited from working, and shall include but not be limited to the following:

- (a) Where the City's uniform, badge, LEADS line, vehicle or equipment is utilized unless specifically approved in writing by the Chief or his designee;
- (b) Where the hours worked cause the Employee such fatigue that he/she is unable to properly perform his/her job duties;
- (c) Where conflict of interest with his/her job duties for the City is created;
- (d) Where the type of secondary employment is prohibited by law, or negatively reflects on the City.

**Section 10. FOP Visitation:**

Authorized representatives of the Union shall be permitted to visit the Department during work hours to talk with officers of the local Council and/or representatives of the City concerning matters covered by this Agreement. Notification of such visit shall be made to the Chief of Police, requesting such visit. The visitation shall not interfere with the operations of the department and permission for visitation shall not be unreasonably denied.

**Section 11. Access to Payroll Records:**

The Union or representatives shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employees whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's consent. The cost of copying, if applicable, shall be paid by the Union or employee.

**Section 12. Replacement of Personal Property:**

The City agrees to repair or replace as necessary an officer's eye glasses, contact lenses, prescription sun glasses, uniforms, or police equipment if such are damaged or broken, during the course of the employee's duties. Incident to be documented with immediate supervisor.

**Section 13. Inoculation and Immunization:**

The City agrees to pay all expenses for inoculation or immunization shots for the employee when such becomes necessary as a result of said employee's exposure to contagious diseases where said officer has been exposed to said disease in the line of duty.

**Section 14. Council Use of Bulletin Boards:**

The City will make available space on a bulletin board no larger than four (4) feet by four (4) feet for the posting of official Union notices or minutes of a non-political, non-inflammatory nature. The Union will limit the posting of Union documentation or

information to such bulletin board and said notices and information shall receive prior approval of the Chief of Police or City Administrator.

**Section 15. Body Armor:**

The City Agrees to provide employees with threat level 1 1A body armor.

(commonly known as Bullet Proof vests)

**Section 16. Tuition Reimbursement:**

The Employer shall reimburse any employee for the cost of tuition for all Council pre-approved, job related courses from a recognized junior college, university or other pre-approved training school. Reimbursement levels shall be tied to the grade achieved, if applicable. All officers within the department shall be placed on a revolving list so as to assure that all department members have an equal opportunity to seek reimbursed training.

The employee shall be required to achieve a “C” or Pass (In a Pass/Fail course) for all courses for which reimbursement is sought. Further, the course and/or curriculum requirements shall be presented to the Employer and approved for payment before said courses are taken.

**Section 17. Residency Requirements:**

Employee shall be a resident of the City before the expiration date of their probationary employment, and shall remain a resident of the City thereafter during such employment; provided, however, that the Mayor may authorize with the concurrence of the City Council any Employee to reside outside of the city so long as such Employee is a resident of the State of Illinois and resides within fifteen (15) air miles of the City limits. For purposes of clarifying this radius, the parties agree the map attached hereto as Exhibit “B” is an accurate depiction of this residency restriction. The towns of Blandirig and Scales Mound are deemed within the radius. Said request to live outside the corporate limits shall not be unreasonably denied.

**Section 18. Annual Training:**

The City will provide each officer with forty (40) hours of annual police training provided the training is meaningful, serves the needs and anticipated needs of the department and is subject to funding constraints.

**ARTICLE XX**

**DRUG & ALCOHOL TESTING**

**Section 1. Prohibitions:**

Employees are prohibited from consuming alcohol or possessing, selling, purchasing or delivering illegal drugs at any time during the work day or anywhere on the City’s premises, except in accordance with duty requirements, or failing to report to their

supervisors any known side effects of medication or prescription drugs which they are taking. Employees also agree to limit their intake of alcohol eight (8) hours prior to reporting for a scheduled shift.

**Section 2. Type of Testing:**

Where the City has reasonable suspicion to believe that an employee is under the influence of alcohol or illegal drugs during the course of their work day, the City shall have the right to require the employee to submit to alcohol or drug testing. There shall be no random or unit wide testing of employees, except random testing of an individual employee as authorized in Section 8 below.

**Section 3. Ordered to Take Test:**

The City shall provide the employee at the time he or she is ordered to submit to testing with a written notice of the order, setting forth the facts and inferences upon which the City basis its conclusion of reasonable suspicions. The employee shall have the right to consult with the union representative and/or counsel prior to any questioning. Refusal to comply with the order to test may subject the employee to discipline, but taking of a test shall not operate to waive any objection or rights the employee may have. No employee shall be subject to any adverse employment action, except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Such reassignment or relief from duty shall be discontinued immediately in the event of negative test results.

**Section 4. Test to be Conducted:**

Evidence of the concentration of alcohol, other drug or combination thereof, in a person's blood or breath at the time alleged, as determined by analysis of the person's blood, urine, breath or other bodily substance shall be admissible. Where such test is made, the following provisions shall apply:

- (a) Chemical analyses of the person's blood, urine, breath or other bodily substance shall be performed according to standards promulgated by the Department of Public Health by a licensed physician, registered nurse, trained phlebotomist, certified paramedic or other individual possessing a valid permit issued for this purpose.
- (b) Alcohol concentration shall mean either grams of alcohol per 100 milliliters of blood or grams of alcohol per 210 liters of breath.

If it is determined that there was an alcohol concentration of .00, it shall be presumed that the person has not consumed alcohol in violation of this section.

If there was at the time of the test an alcohol concentration in excess of .00, it shall give rise to a rebuttable presumption that the person was in violation of this section. Such fact may be considered with other competent evidence in determining whether or not the person has violated the City's drug and alcohol policy.

If there was at the time of the testing an alcohol concentration of above .00, it shall be deemed an un rebuttable presumption that the person has violated the drug and alcohol policy.

If at the time of the testing there was any amount of a drug, substance or compound in the person's blood or urine resulting from the unlawful use or consumption of cannabis listed in the Cannabis Control Act (720 ILCS 550/1 et seq.) or a controlled substance listed in the Illinois Controlled Substances Act (720 ILCS 570/1 00 et seq.). Such facts shall be deemed an un rebuttable presumption that the person has violated the drug and alcohol policy.

**Section 5. Results:**

As to drug or alcohol testing, the City shall only be notified in the event that a sample has tested positive for a particular drug or alcohol on both the initial and confirmatory tests, and any information otherwise coming into the possession or knowledge of the City (e.g., the insurance billings) shall not be used in any manner or form adverse to the employee's interest. The employee shall receive a copy of all test results, information, documents and other reports received by the City.

**Section 6. Right to Contest:**

If no disciplinary charges are filed, the Union and/or employee shall not have the right to contest and/or grieve any aspect of any testing under this agreement, including the right to test, the order, the administration of the test, the significance or accuracy of the test, or the consequences of the test results. Nothing herein shall waive or limit any rights employees may have concerning such tests that may arise outside this agreement, which the employee may pursue with or without the Union.

**Section 7. Voluntary Request for Assistance:**

No adverse employment action shall be taken in any manner or form against any employee who voluntarily seeks assistance for alcohol or prescription drug related problems, other than the city may temporarily reassign an employee if he is then unfit for duty in his current assignment. All such requests shall be held strictly confidential and not released or used in any manner or form contrary to the employee's interest.

**Section 8. Discipline:**

Except for prohibited drugs, in the first instance, an employee who tests positive as defined above on a drug or alcohol test may be subject to disciplinary action but not discharged (other alleged violations may be just cause for discharge on their own merits, but test results shall not be a factor in aggravation), provided that the employee participates in an appropriate treatment program determined by his physician, discontinues his use of prohibited drugs or abuse of alcohol, and submits to random testing as directed by his counselors in an appropriate aftercare program. Employees who do not comply with the conditions of this Section, or who test positive for a second time, shall be subject to dismissal. Employees who are unfit to perform reasonable duties to which they may be assigned during the period of their treatment and aftercare shall be

permitted to take accumulated time off and shall be afforded a leave of absence upon request for the period of counseling and aftercare, at the option of the employee.

## **ARTICLE XXI**

### **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement reached by the parties during their negotiations. Subject to the provisions of the Illinois Public Labor Relations Act, this concludes collective bargaining between the parties over those matters which were the subject of bargaining during the negotiations leading to this Agreement.

## **ARTICLE XXII**

### **SAVINGS CLAUSE**

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or subsequent litigation, and the remaining parts or portions 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 the substitute provisions for those provisions rendered or declared invalid or unenforceable.

**ARTICLE XXIII**

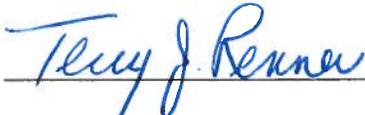
**DURATION AND TERM OF AGREEMENT**

**Section 1. Termination in 2009.**

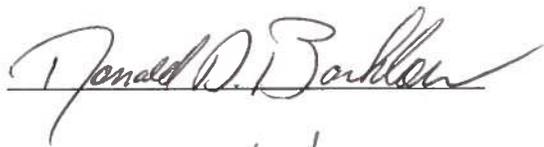
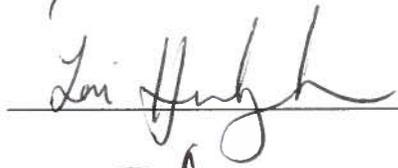
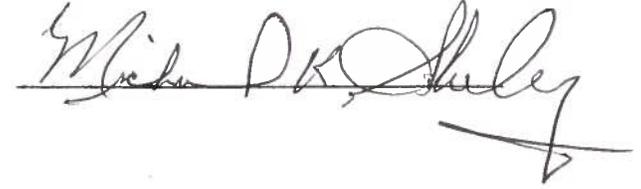
This Agreement shall be effective as of May 1, 2009, and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2012. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than forty-five (45) days prior to the anniversary date.

Notwithstanding any provisions of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date until a new agreement is reached unless either party gives at least ten (10) days' written notice to the other part of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

FOR THE CITY OF GALENA:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_



**APPENDIX B**



**GRIEVANCE**

(use additional sheets where necessary)

Date Filed: \_\_\_\_\_  
Department: \_\_\_\_\_

Grievant's Name: \_\_\_\_\_  
Last First M.I.

Lodge No. / Year / Grievance No.

**STEP ONE**

Date of Incident or Date Knew of Facts Giving Rise to Grievance: \_\_\_\_\_  
Article(s) and Sections(s) of Contract violated: \_\_\_\_\_  
Briefly state the facts: \_\_\_\_\_

Remedy Sought: \_\_\_\_\_

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature FOP Representative Signature

**EMPLOYER'S STEP ONE RESPONSE**

\_\_\_\_\_  
Employer Representative Signature Position

\_\_\_\_\_  
Person to Whom Response Given Date

**STEP TWO**

Reasons for Advancing Grievance: \_\_\_\_\_

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature FOP Representative Signature

**EMPLOYER'S STEP TWO RESPONSE**

\_\_\_\_\_  
Employer Representative Signature Position

\_\_\_\_\_  
Person to Whom Response Given Date

**STEP THREE**

Reasons for Advancing Grievance: \_\_\_\_\_

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S STEP THREE RESPONSE**

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

**STEP FOUR**

Reasons for Advancing Grievance: \_\_\_\_\_

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S STEP FOUR RESPONSE**

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

**REFERRAL TO ARBITRATION by Illinois FOP Labor Council**

\_\_\_\_\_  
Person to Whom Referral Given

\_\_\_\_\_  
Date

\_\_\_\_\_  
FOP Labor Council Representative



**APPENDIX A**

**Dues Authorization Form**  
**ILLINOIS FRATERNAL ORDER OF POLICE**  
**LABOR COUNCIL**  
**974 CLOCKTOWER DRIVE**  
**SPRINGFIELD, ILLINOIS 62704**

I, \_\_\_\_\_, hereby authorize my employer, \_\_\_\_\_, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. (In addition, I authorize my Employer to deduct from wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.)

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Employment Start Date: \_\_\_\_\_

Title: \_\_\_\_\_

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**Employer, please remit all dues deductions to:**

Illinois Fraternal Order of Police Labor Council  
Attn: Accounting  
974 Clock Tower Drive  
Springfield, Illinois 62704

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction.

**APPENDIX C**

**CONTRACT PAY PLAN**

**Hourly Wages For 2009-10 to 2011-12 (Excluding Longevity)**

Employee	Start Date	2008-9 Current Hourly	3%      3.25%      3.50%		
			2009-10 Year 1	2010-11 Year 2	2011-12 Year 3
Werner, Charles	3/17/89	\$21.83	\$22.48	\$23.21	\$24.02
Barklow, Donald	4/28/03	\$19.33	\$19.91	\$20.56	\$21.28
Meyer, Thomas	12/1/03	\$18.31	\$18.86	\$19.47	\$20.15
Kern, Daniel	4/1/04	\$18.31	\$18.86	\$19.47	\$20.15
Brandel, Keith	1/29/05	\$18.47	\$19.03	\$19.64	\$20.33
Huntington, Lori	4/7/99	\$20.04	\$20.64	\$21.32	\$22.06
Yett, Tony	11/22/07	\$17.42	\$17.94	\$18.53	\$19.17

**Salaries For 2009-10 to 2011-12 (Excluding Longevity)**

Employee	Start Date	2008-09 Current Annual	3%      3.25%      3.50%		
			2009-10 Year 1	2010-11 Year 2	2011-12 Year 3
Werner, Charles	3/17/89	\$45,400	\$46,762	\$48,282	\$49,971
Barklow, Donald	4/28/03	\$40,216	\$41,423	\$42,769	\$44,266
Meyer, Thomas	12/1/03	\$38,079	\$39,221	\$40,496	\$41,913
Kern, Daniel	4/1/04	\$38,079	\$39,221	\$40,496	\$41,913
Brandel, Keith	1/29/05	\$38,422	\$39,575	\$40,861	\$42,291
Huntington, Lori	4/7/99	\$41,690	\$42,941	\$44,337	\$45,888
Yett, Tony	11/22/07	\$36,233	\$37,320	\$38,533	\$39,882

**Longevity Pay Plan**

Years of Service Completed	Percent Added to Base Pay
5 Years	1%
10 Years	1%
15 Years	1%
20 Years	1%
25 Years	1%

**APPENDIX D**

**Lateral Entry Pay Plan**

<b>Years of Prior Experience</b>	<b>Salary Level</b>	<b>2009/10</b>	<b>2010/11</b>	<b>2011/12</b>
0-2 years	Start Pay	\$ 17.26	\$ 17.82	\$ 18.45
2-4 years	6-Month Step	\$ 17.59	\$ 18.16	\$ 18.80
4-6 years	1 Year Step	\$ 17.95	\$ 18.54	\$ 19.19
6 + years	2 Year Step	\$ 18.25	\$ 18.84	\$ 19.50