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STATE PANEL: e.g., State of Illinois, county governments, municipal governments, Regional Transportation Authority

DO NOT WRITE IN THIS SPACE

CASE NUMBER

2027 - 04 - 080

DATE FILED

7/29/2024

FILING OF COLLECTIVE BARGAINING AGREEMENT

INSTRUCTIONS: Within 60 days after a collective bargaining agreement has been reached between employers and labor organizations subject to the Illinois Public Labor Relations Act, 5 ILCS 315, *as amended*, each Employer and Labor Organization shall file with the Board copies of these collective bargaining agreements in accordance with the Rules and Regulations of the Illinois Labor Relations Board, 80 Ill. Adm. Code §1200.145. These agreements shall be included with this document. Collective bargaining agreements can be filed at either office or electronically at ILRB.Filing@Illinois.gov

Illinois Labor Relations Board
801 South 7th Street, Suite 1200A
Springfield, Illinois 62703-2487
(217) 785-3155

Illinois Labor Relations Board
160 North LaSalle Street, Suite S-400
Chicago, Illinois 60603-3103
(312) 793-6400

This agency is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under 5 ILCS 315, *as amended*. Disclosure of this information is REQUIRED. Failure to provide any information will result in this form not being processed.

1. NAME OF EMPLOYER/DEPARTMENT City of Galena	TELEPHONE NUMBER 815-777-1050
ADDRESS 101 Green Street, Galena, IL 61036	E-MAIL
2. EMPLOYER REPRESENTATIVE Terry J. Renner, Mayor	TELEPHONE NUMBER 815-777-1050
ADDRESS 101 Green Street, Galena, IL 61036	E-MAIL mmoran@cityofgalena.org
3. NAME OF LABOR ORGANIZATION and Affiliation (if any) Illinois Fraternal Order of Police Labor Council	TELEPHONE NUMBER (708) 784-1010
ADDRESS 450 Gundersen Drive, Carol Stream, IL 60188-2414	E-MAIL
4. LABOR ORGANIZATION REPRESENTATIVE Jay Titus, Field Representative	TELEPHONE NUMBER (708) 784-1010
ADDRESS 450 Gundersen Drive, Carol Stream, IL 60188-2414	E-MAIL jtitus@fop.org
5. CONTRACT Execution Date: 05/01/2024	Expiration Date: 04/30/2027

6.	UNIT DESCRIPTION (be specific as to job titles or classification) Included: Police Sergeant, to be added to the existing bargaining unit of Patrol officers. Excluded: Civilian employees, secretary, community service officer, and Chief; and all supervisory, managerial and confidential employees and all other employees of the City of Galena.
7.	APPROXIMATE NUMBER OF EMPLOYEES COVERED BY THE AGREEMENT
8.	IS BARGAINING UNIT ... <div style="text-align: center;"> HISTORICAL <input type="checkbox"/> ILRB CERTIFIED <input checked="" type="checkbox"/> </div> <hr/> IF ILRB CERTIFIED ... Date of Certification: <u>10/25/2004</u> ILRB Case Number: <u>S-RC-04-165</u>
9.	Does the bargaining unit covered by this collective bargaining agreement include protective service employees? <div style="float: right;"> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> </div>

FOR EMPLOYER

I have read the above petition and all attachments. The statements contained therein are true to the best of my knowledge and belief.

NAME: _____

BY: _____
 Signature of person filing petition


TITLE: _____

DATE: _____

FOR LABOR ORGANIZATION

I have read the above petition and all attachments. The statements contained therein are true to the best of my knowledge and belief.

NAME: Jay Titus

BY: 
 Signature of person filing petition

TITLE: Field Representative

DATE: 07/26/2024

ILLINOIS FOP LABOR COUNCIL

and

CITY OF GALENA

Patrol Officers and Sergeants



May 1, 2024 – April 30, 2027

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
Carol Stream - Phone: 708-784-1010 / Fax: 708-784-0058
Web Address: www.fop.org
24-hour Critical Incident Hot Line: 877-IFOP911



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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 1.1 Recognition

The City recognizes the Union as the sole and exclusive bargaining representative for all full time and sworn peace officers in the position of Patrol Officers and Police Sergeant (hereinafter referred to as "officers" or "employees"). Excluded from the bargaining unit are civilian employees, secretary, community service officer, and Chief; and all supervisory, managerial and confidential employees and all other employees of the City of Galena.

Section 1.2 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 1.3 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 1.4 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.

Section 1.5 Notice of Point of Contact

On the signing date of the agreement, the Union and the City agree to provide each other with the name and contact information for the representative who shall serve as the point of contact for communications related to the Agreement. The point of

contact information shall be provided in writing and shall be updated whenever the point of contact changes during the term of the Agreement.

ARTICLE II - NON-DISCRIMINATION

Section 2.1 Equal Employment Opportunity

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

Section 2.2 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 2.3 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 2.4 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 AND COUNCIL RIGHTS

Section 4.1 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 tenth (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) calendar 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 4.2 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 5.1

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) calendar 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 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 5.2

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 layoffs 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;
 - a. To discharge non-probationary employees for just cause (probationary employees without cause);
- l) To suspend, terminate or otherwise discipline employees for just cause;
- m) To change or eliminate existing equipment or facilities;
- n) To introduce new equipment or facilities without having to negotiate over the effects of such change;
- o) To lay-off or relieve employees due to lack of work or funds or for other legitimate reasons;
- p) To contract out for goods or services it deems necessary when such contracting will not result in any layoffs to the bargaining unit employees;
- q) 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 7.1 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 7.2 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 seven (7) calendar 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 seven (7) calendar 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 seven (7) calendar days after receipt of the City's answer at Step 1. Management shall thereafter provide a written answer to the grievant within seven (7) calendar 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 seven (7) calendar days upon receipt of the City's answer at Step 2.

In the deliberation on the matter at issue, the parties shall meet within seven (7) calendar 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 fourteen (14) calendar 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 fourteen (14) calendar days after receipt of the City's final response as a result of Step 3, or absent such response, within fourteen (14) calendar days after the final response should have otherwise been made.

Section 7.3 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:

- a) The parties shall attempt to agree upon an arbitrator within seven (7) business 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 party that strikes first shall do so within seven (7) business days of the coin toss. Each strike thereafter shall take place within seven (7) business days of the prior strike. 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 7.4 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 7.5 Time Limit for Filing

If a grievance is not presented by the employee within the time limits set forth in this Article, 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 7.6 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 8.1 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 8.2 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 8.3 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 8.4 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 8.5 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 9.1 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 9.2 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 9.3 Seniority List

Upon request, the City will provide the Union with a seniority list setting forth each employee's seniority date. The City will provide the list within seven (7) calendar days of the request. 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 9.4 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 9.5 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 9.6 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 9.6 (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 10.1 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 10.2 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 City has established twelve (12) hour shifts as the normal work shift with a fourteen

(14) calendar day work cycle. While it is contemplated that the normal workday 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.

Section 10.3 Normal Work Cycle

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

Section 10.4 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 fourteen (14) calendar days advance notice of such change to all employees affected by such change.

"Special events" are a limited number of events where an employee may be required to work hours that are different than normal hours, a shift that is different from the normal shift, or a day that is different than a normally scheduled workday. In addition to the three (3) special events referred to in this paragraph, the Union agrees that the City may elect and identify five (5) additional days annually during the life of the contract to be treated as a special event.

1. Country Fair
2. Boy Scout Weekend
3. Halloween Parade

If an employee works a special event on his/her regular scheduled day off, the employee shall be paid one and one-half (1.5) his/her hourly rate for the hours worked.

Section 10.5 Overtime Pay

Employees shall be paid one and one-half (1.5) times their regular hourly rate of pay for all hours worked beyond their normal workday or eighty-three (83) hours in the designated fourteen (14) calendar day work schedule. Excluded are those hours which are paid for court time during the fourteen (14) calendar day period and hours that are worked at a special event on a regularly scheduled day off where the officer is paid one and one-half (1.5) his/her hourly rate. 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) calendar 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 10.6 Court Time

Subject to limitations set forth in Section 10.5, 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 10.7 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 10.5 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. Notwithstanding the foregoing, any employee with a regular work shift of eight (8) hours shall be paid minimum of time and one-half of the employee's straight time rate for all call backs. 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 workday. Nor shall special detail work be included in calculating eligibility for overtime pay.

Section 10.8 Compensatory Time

An employee shall have the option of accruing up to a maximum of one hundred (100) replenishable hours of compensatory time in lieu of overtime pay. Accrued compensatory time shall be carried over from year to year. On an annual basis, employees shall have the option to "cash in" up to forty (40) hours of compensatory time to be paid out on a separate check during the last pay period each November.

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) calendar 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 their designee. The scheduling of compensatory time shall not adversely affect the department and shall not be unreasonably denied.

Section 10.9 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 10.10 Rotation of overtime

A reasonable effort shall be made to equitably rotate overtime opportunities among employees covered by this Agreement prior to offering overtime opportunities to non-bargaining unit members.

ARTICLE XI - SICK LEAVE

Section 11.1 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 accumulated by probationary employees shall not be eligible for pay out by the City if separated.

Section 11.2 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, injury, or medical appointments or that of an immediate family member's illness, injury or medical appointment. Immediate family member shall include employee's child, spouse, sibling, parent, stepparent, mother-in-law, father-in-law, grandchild, grandparent, legal guardian or domestic partner. 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 seven hundred twenty (720) hours. Workers' Compensation benefits received shall be credited against the compensation due an employee during sick leave. In order to be eligible for sick leave with pay, an employee must:

- a) report promptly to his department head the reason for his absence;
- b) keep his department head informed of his condition if the absence is for more than three (3) days duration;
- c) 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 separation from employment for any reason, employees shall be due the present value of one-third (1/3) of their accumulated sick leave.

Section 11.3 Separation

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

Section 11.4 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) calendar days from the date of signing this Agreement to request participation in said plan.

Section 11.5 Sick Leave Bank for Retirement and Separation Insurance Premiums

Employees who have accumulated seven hundred twenty (720) hours of sick leave as described in Section 11.2, shall be entitled to accrue up to an additional seven hundred twenty (720) hours in a Sick Leave Bank for Retirement Insurance Premiums account. Said hours shall be banked at the applicable rate of pay for the employee on the date that said hours are banked in the Sick Leave Bank for Retirement Insurance Premiums account. Sick leave hours accrued in the Sick Leave Bank for Retirement Insurance Premiums account may be used solely for the purpose of offsetting the cost of retirement medical, vision and dental insurance. For the purposes of this section, "retirement" shall mean an employee who is eligible for benefits according to the Illinois Municipal Retirement Fund (IMRF) but not having to be eligible to collect those benefits at the time of separation.

The amount accumulated in the Sick Leave Bank for Retirement Premiums account shall be held on deposit by the City for the purpose of paying the retiree's COBRA, city health, vision and dental insurance premiums or alternative health, vision or dental insurance premiums after retirement and until such time as the retiree is eligible for Medicare. When the retiree is eligible for Medicare, any remaining balance of the Sick Leave Bank for Retirement Insurance Premiums account shall be forfeited to the City.

The City shall reimburse the retiree for health insurance premiums paid prior to reaching Medicare eligibility only after the retiree submits proof of payment of the premium. Proof of payment shall be submitted not more than sixty (60) calendar days after the payment by the retiree. The City shall reimburse the retiree within thirty (30) calendar days of receiving proof of payment.

Not less than thirty (30) calendar days prior to an employee's retirement, the City shall inform the employee in writing of any insurance and other benefits that the retiree may be entitled to in retirement.

ARTICLE XII - LEAVES OF ABSENCE

Section 12.1 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 12.2 Maternity/Paternity Leave

The provisions of this Section shall be modifiable in order to comply with the Family Medical Leave Act. 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 conditions listed below. Notwithstanding the language herein to the contrary, the employer shall abide by the Illinois Human Rights Act which addresses the rights of pregnant officers to receive light duty assignments.

- 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 twelve (12) weeks after delivery, they shall provide a written request, including a doctor's statement substantiating their continued need to extend their leave to not more than six (6) 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) In addition, employees shall receive forty (40) hours of paid leave for the birth or adoption of a child. This leave shall commence on the date of the birth or adoption and shall apply to male and female bargaining unit members.

Section 12.3 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, domestic partner and legal guardian.

Section 12.4 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 12.5 Military Leave

Military leave and re-employment rights will conform with state and 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 12.6 Personal Days/Leave

- a) Employees shall be entitled to two (2) days, based on the employee's regular work shift, of personal leave in each contract year. Unused personal leave, up to a maximum of two (2) regular workdays, may be carried over from year to year.
- b) An employee that is responsible for a reasonably avoidable accident during the contract year shall forfeit one (1) regular workday of sick leave.
- c) The term accident-free for the 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, as determined by the Chief of Police. The determination of the Chief of Police may be grieved subject to Article VII of this contract.

ARTICLE XIII - PERSONNEL FILES

Section 13.1 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 13.2 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 (5) 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 14.1 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

Section 14.2 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 one thousand eight hundred (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 14.3 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 14.4 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) calendar 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 ensure the orderly performance of the services provided by the City.

Section 14.5 Limitation on Accumulation of Vacation

Earned vacation shall normally be taken within one (1) 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 (2) years' vacation time be accumulated.

Section 14.6 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. Except as provided in this section, there shall be no salary payment made in lieu of vacation.

ARTICLE XV - HOLIDAYS

Section 15.1 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
Veteran's Day	Columbus Day

Section 15.2 Compensation for Holidays

Employees reporting to work on the aforementioned traditional holidays will be paid double time and one-half for all regularly scheduled hours worked. Said holidays shall be observed on the calendar day on which they may fall.

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

Section 15.3 Holiday Overtime

Employees who are required to work overtime, or unscheduled hours on a designated holiday shall be compensated for such hours at three (3) times the employee's regular hourly rate of pay.

ARTICLE XVI - SALARIES - AND OTHER COMPENSATION

Section 16.1 Salaries

Each employee shall be placed on the listed wage scale in Appendix C 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.

Section 16.2 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 16.3 Field Training Officer

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

Section 16.4 Lateral Entry

1. Requirements

- a. Lateral transfers must possess a State of Illinois certification with the Illinois Law Enforcement Training and Standards Board. Certifications by states outside of Illinois will also be accepted provided the certification will be accepted and recognized by the Illinois Law Enforcement Training and Standards Board without additional training. Part-time certification as a law enforcement officer does not meet this requirement.
- b. Lateral transfers must have a minimum of two (2) years' experience as a full-time, certified law enforcement officer with a county, municipal or state department within the previous three (3) years immediately prior to their hire date.

2. Wages

- a. Upon hire, lateral transfers shall be placed in the pay scale that is commensurate with their prior completed years of service, not to exceed "After 7" according to Appendix C.
- b. Lateral transfers shall receive the annual negotiated wage increases, but their annual longevity steps shall remain "red-lined" until their years of service with the City qualify them for the next step. For example, a lateral transfer is hired by the City with three (3) years of completed prior service. They remain at the three (3) years of completed service step according to Appendix C until they have four (4) years of completed service with the City and shall begin advancing through the steps.

3. Benefits

- a. Lateral entry employees shall initially be eligible for paid vacation time as if they had been employed the year prior to their hire date and were paid at least one thousand eight hundred (1,800) hours. Lateral entry employees shall initially receive vacation at the "After 3 years" rate in Section 14.1 of this Agreement. Lateral entry employees shall remain "red-lined" until their years of service with the City qualify them for the next step.

4. Seniority

- a. Lateral transfers prior completed years of service shall not be considered for seniority or other benefit provisions or privileges in this Agreement.

Section 16.5 Canine Officer Compensation

An officer who volunteers to be canine officer for the department shall be paid in full for their entire regularly scheduled shift but will be released one (1) hour early or start one (1) hour late per shift for kennel time. As an example: The canine officer is scheduled for a twelve (12) hour shift but is released after eleven (11) hours for kennel time. In this scenario, the canine officer shall receive overtime pay after eleven (11) hours on shift if held over.

The canine officer shall also receive an additional fifty (\$.50) cents per hour for all hours worked. For overtime purposes, the fifty (\$.50) per hour shall be added to the straight time rate of pay prior to figuring their overtime rate of pay.

ARTICLE XVII - INSURANCE

Section 17.1 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.

Upon ratification of this Agreement and continuing through each year of the contract, the City shall pay one hundred (100%) percent of employees single coverage for the combined health, dental, vision, life, and disability insurance premiums. Employees electing family coverage shall pay twenty (20%) percent of the total premiums but will have their costs reduced in the amount equal to the cost of single coverage premiums. For example, if monthly family premiums are two thousand (\$2,000) dollars and single premiums are seven hundred (\$700) dollars, employees will pay a total of two hundred sixty (\$260) dollars ($\$2,000 - \$700 \times 20\%$).

The actual dollar amount paid by the employee who elects family coverage for the combined health, dental, vision, life, and disability premiums shall not increase more than ten (10%) percent in any twelve (12) month insurance period.

The Health Premium Credit referred to in the HSA Policy, adopted by the City Council in 2009 and attached as Addendum E, shall be deposited to each employee's HSA account the first week of January in each year of the contract in the amounts outlined below.

Police HSA with Dental				
Credit Type	Employee	Employee + Sp	Employee + Child(ren)	Family
Health Premium Credit	\$1,265.00	\$2,476.00	\$2,146.00	\$3,452.00
TOTAL DEPOSIT	\$1,265.00	\$2,476.00	\$2,146.00	\$3,452.00
Police HSA without Dental				
Credit Type	Employee	Employee + Sp	Employee + Child(ren)	Family
Health Premium Credit	\$1,265.00	\$2,476.00	\$2,146.00	\$3,452.00
Dental Premium Credit	\$383.00	\$1,182.00	\$1,182.00	\$1,182.00
TOTAL DEPOSIT	\$1,648.00	\$3,658.00	\$3,328.00	\$4,634.00

In addition to benefits available under COBRA, the City makes available, at the cost of the employee, health, vision and dental insurance to employees who retire from the City of Galena and do not have insurance available from another employer. The health, vision and dental insurance made available to the retiree shall be the same as that offered to active employees. For the purposes of this section, "retirement" shall mean an employee who is eligible for benefits according to the Illinois Municipal Retirement Fund (IMRF) but not having to be eligible to collect those benefits at the time of separation.

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 17.2 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 17.3 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. The

City may require the officer to work his normal shift or a different shift or hours and perform work as permitted by the employee's physician.

Section 17.4 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 thirty-one (31) days of billing. Failure to pay the full cost when due shall lead to termination of insurance benefits.

Section 17.5 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 17.6 Life Insurance

The City will provide a group term life insurance policy to all full-time employees with a death benefit of thirty-five thousand (\$35,000) dollars.

ARTICLE XVIII - DISCIPLINE AND DISCHARGE

Section 18.1 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 18.2 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 18.3 Pre-disciplinary 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 pre-disciplinary meeting is limited to instances in which suspension, demotion or discharge is contemplated.

ARTICLE XIX - GENERAL PROVISIONS

Section 19.1 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 19.2 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 19.3 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 19.4 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 19.5 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 19.6 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 19.7 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 six hundred (\$600) dollars per year (prorate if employed less than a year) for the purchase of uniforms and related equipment. Detectives will receive seven hundred fifty (\$750) dollars 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 onetime 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 19.8 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.

Prior to the participation by an employee in the physical fitness program, the employee shall have a physical examination by the employee's physician and at the cost of the City. An employee shall not participate in a physical fitness program unless the examining physician releases the employee to participate.

Section 19.9 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.

An employee shall not work for an outside employer within the eight (8) hours immediately prior to his or her scheduled shift.

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 19.10 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 19.11 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 19.12 Replacement of Personal Property

The City agrees to repair or replace as necessary an officer's eyeglasses, contact lenses, prescription sunglasses, other personal property approved by the Chief of Police to carry on duty, 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 19.13 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 19.14 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 19.15 Body Armor

The City Agrees to provide employees with threat level 1 1A body armor (commonly known as Bullet Proof vests).

Section 19.16 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. Tuition reimbursement is completely at the discretion of the City.

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 19.17 Residency Requirements

Any employee who is appointed as a members of the police department shall establish residency within twenty-five (25) air miles of the city limits (to include all of Jo Daviess County) within a period of twelve (12) months from their commencement of employment with the City (see Appendix D for map). The parties expressly agree that any future changes to this residency requirement are subject to interest arbitration wherein the interest arbitrator shall have the unfettered right to award and maintain out-of-state residency, despite the provisions of Section 14 (i) of the IPLRA.

Section 19.18 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. If a training day exceeds the regular shift of the employee, the additional time worked, including travel, shall accrue as compensatory time as earned.

Section 19.19 Seniority Shift Selection

The following applies only to officers with at least fifteen (15) years of continuous service with the Galena Police Department shall have the option of selecting the shift of his/her choice with the following guidelines:

- Shift selection shall be done by seniority with the most senior officer being guaranteed his/her first choice of shift and start time preference.
- The Chief of Police reserves the right to evenly distribute the remaining officers amongst the two (2) shifts at his/her discretion.

- Officers retain the right to select their shift start times by seniority regardless of what shift they are assigned.
- Any change of shift requested by the officers must be submitted at least thirty (30) days prior to the desired effective date of the change.

ARTICLE XX - DRUG & ALCOHOL TESTING

Section 20.1 Prohibitions

Employees are prohibited from consuming alcohol or possessing, selling, purchasing or delivering illegal drugs at any time during the workday 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 20.2 Type of Testing

- A. Reasonable Suspicion: 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 workday, 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 20.9 below.

- B. Officer Involved Shooting: When a law enforcement officer discharges his or her firearm resulting in injury or death to a person or persons while on duty pursuant to 50 ILCS 727/1-25, the Employer shall have the right to order the officer to submit to alcohol or drug testing as set forth in this Agreement. At least one supervisory personnel who is not a member of the bargaining unit represented by the Lodge must certify that the officer discharges his or her firearm resulting in injury or death to a person or persons, prior to any order given to submit to the testing authorized herein.

Section 20.3 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 to order the test. The employee shall be permitted a reasonable opportunity, not to exceed one hour, to consult with a representative of the Labor Council or private attorney at the time the order is given. 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 20.4 Tests to be Conducted

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

- a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the Substance Abuse and Mental Health Services Administration (SAMHSA) or the U.S. Department of Health and Human Services (DHHS) (e.g. Midwest Medical Center in Galena, Mercy Medical Center in Dubuque or Unity Point Health Finley in Dubuque);
- b) Ensure that the laboratory or facility selected conforms to all (SAMHSA) or (DHHS) standards;
- c) Establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result. No employee with the City of Galena shall be permitted at any time to become a part of such chain of custody;
- d) Provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results;
- e) Ensure that no employee is the subject of any adverse employment action except emergency temporary reassignment with pay during the pendency of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of negative test result.

Section 20.5 Drug Testing

In conducting drug testing, the laboratory or facility conducting the drug test shall:

- a) Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;
- b) Collect samples in such a manner as to preserve the individual employee's rights to privacy, ensure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the employee has attempted to compromise the accuracy of the testing procedure;
- c) Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug metabolites;
- d) Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the City within seventy-two (72) hours of receiving the results of the tests;

- e) Require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature of the number of tests administered), the City will not use such information in any manner or forum adverse to the employee's interests.

Section 20.6 Alcohol Testing

In conducting alcohol testing, the laboratory or facility conducting the alcohol test shall:

- a) Conduct tests using a certified "Evidential Breath Testing" ("EBT") device, that prints out the results, date, time, a sequential test number, name and serial number of the EBT. The alcohol test must be conducted by a "breath alcohol technician" ("BAT") who is trained to operate the EBT and if proficient in all breath alcohol testing procedures.
- b) Conduct two breath tests to determine if a person has a prohibited alcohol concentration. A "screen test" shall be conducted first. Any result less than .02 alcohol concentration is considered a "negative test". If the alcohol concentration is .02 or greater, a second or "confirmation test" must be conducted. If the alcohol concentration is .04 or greater, the test shall be considered to be positive.
 - 1. In the event the results of a "screen" and "confirmation" tests produce a result of .02 or more, but less than .04 alcohol concentration, the City may reassign or send the employee home should the City reasonably believe the employee's ability to perform his assigned work is impaired. Any employee sent home as a result of this section may be allowed to use accrued time off to compensate for the hours of work lost.
 - 2. An employee who produces a test result of .02 or more, but less than .04 alcohol concentration may also be subject to counseling or discipline of up to and including a three-day suspension by the Chief of Police.
 - 3. In any subsequent testing of an employee where the results in alcohol concentration levels are .02 or more, but less than .04, the employee shall be subject to the provisions of Section 9 – Discipline of this policy.
- c) Failure of an employee to provide an adequate amount of breath will cause the employee to be immediately referred for a medical evaluation to develop pertinent information concerning the employee's inability to provide the adequate amount of breath is genuine or constitutes a refusal to test. The physician who makes the medical evaluation shall submit a written evaluation to the City's Medical Review Officer who will make a conclusion in writing to the City. While this process is being accomplished, the employee shall be placed on an unpaid leave of absence.

Section 20.7 Right to Contest

The Council and/or the employee, with or without Council, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, or the significance and accuracy of the tests. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend to have in any manner restricted, diminished or otherwise impair any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Council.

Section 20.8 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 20.9 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

This Agreement shall be effective as of May 1, 2024 and shall remain in full force and effect until 11:59 p.m. on the 30th day of April 2027. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing (via email is acceptable) at least sixty (60) calendar 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) calendar 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) calendar 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:

Terry Renner 5/17/24
Mayor (Date)

[Signature] 5/17/24
City Administrator (Date)

[Signature] 5/17/24
City Attorney (Date)

FOR THE UNION:

[Signature] 5/17/24
Bargaining Unit Member (Date)

[Signature] 5/17/24
Bargaining Unit Member (Date)

[Signature] 5/17/24
Bargaining Unit Member (Date)

[Signature] 5/29/24
Illinois F.O.P. Labor Council (Date)

APPENDIX A – DUES AUTHORIZATION FORM
ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCKTOWER DRIVE
SPRINGFIELD, ILLINOIS 62704

I, _____, understand that under the U.S. Constitution I have the right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

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 my employment, in such manner as it so directs.

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____
Personal E-mail: _____

Employment Start Date: _____

Title: _____

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. Please check with your tax preparer regarding deductibility.



APPENDIX B - GRIEVANCE FORM

GRIEVANCE

(use additional sheets where necessary)

Date Filed: _____
Department: _____

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

STEP ONE

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

Article(s)/Sections(s) violated: _____, and all applicable Articles.

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Lodge/Unit No. / Year / Grievance No.

Person to Whom Response Given

Date

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S 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

Lodge/Unit No. / Year / Grievance No.



APPENDIX C - PAY PLAN

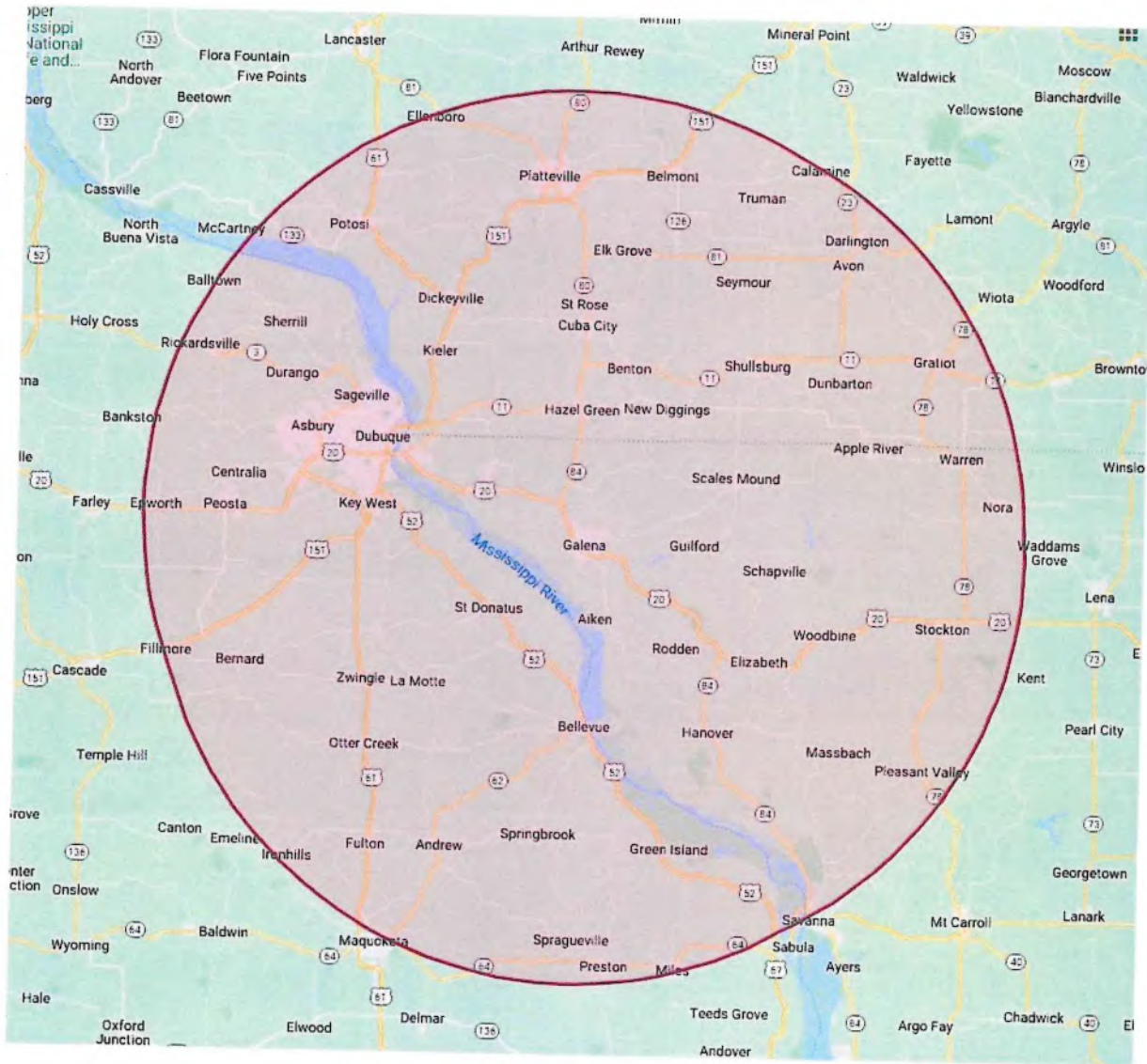
Effective	4.00%	3.75%	
	5/1/2024	5/1/2025	5/1/2026
Start	\$26.52	\$27.58	\$28.62
After 1	\$27.56	\$28.66	\$29.74
After 3	\$28.08	\$29.20	\$30.30
After 5	\$28.91	\$30.07	\$31.19
After 7	\$29.54	\$30.72	\$31.87
After 10	\$30.47	\$31.69	\$32.88
After 15	\$32.19	\$33.48	\$34.73
After 18	\$33.80	\$35.15	\$36.47

Sergeant and Detective = +5% on base wage

APPENDIX D – RESIDENCY REQUIREMENT

25 Air Miles from the City Limits of Galena

(Residency area also includes all of Jo Daviess County)



APPENDIX E – HEALTH SAVINGS ACCOUNT POLICY



City of Galena, Illinois

Health Savings Account (HSA) Policy

The City of Galena offers a Health Savings Account (HSA) health insurance option to all full time employees. The HSA stresses and rewards wellness and encourages each employee to be an educated consumer of health care services.

An HSA is typically a high deductible policy without office copayments or prescription copayments. Each participating employee would have his or her own "health savings account" from which he or she pays for all eligible health care expenses up to the deductible amount. Once the deductible is reached, all other eligible health expenses are fully covered by the insurer for the remainder of the year. Funds deposited in an employee's HSA account by the employer or the employee are deposited pre-tax or tax exempt. Funds in an HSA account belong to the employee, can accumulate year-to-year, and earn interest from the holding bank. If an employee leaves the employment of the City, the HSA account would be "portable" to other employment or retirement.

POLICY DETAILS

As a high deductible plan, the HSA would only be attractive to and feasible for employees if the City was to make annual contributions to each employee's account. On October 26, 2009, the Galena City Council approved a plan to offer the Blue Cross/Blue Shield EPOC 1807 HSA policy and fund employee HSA accounts. The Galena State Bank has been selected as the institution where the HSA accounts will be maintained. Funding from the City would be available in the following three ways.

1. **ISA Credit:** A pro rata portion of the Insurance Saving Account (ISA) fund. The ISA is funded with \$16,000 per year from the General Fund and is used to reimburse employees for eligible insurance expenses. On January 1, 2010, the current fiscal year balance of the ISA fund will be equally divided by the number of full time employees. Each employee participating in the HSA will have their pro-rata share of the ISA deposited in their HSA account on January 1, 2010 (the start date of the HSA).

On May 1, 2010 each participating employee will have deposited in their HSA account their pro-rata share of 100% of the \$16,000 ISA fund (\$571 per employee). On May 1 of the next three years, each participating employee will have deposited in their account 75% (\$428), 50% (\$285), and 25% (\$142) of the ISA fund, respectively. The ISA fund will be eliminated thereafter.

Employees not participating in the HSA and electing coverage under the alternative PPO plan will be eligible for reimbursements according to the current ISA policy, but not to exceed the pro-rata amount allocated to the HSA participants in any given year.

2. **Health Premium Credit:** An amount equal to the savings between the current health premium for the employee and the HSA premium. This amount varies depending on the insurance category of the employee: single, employee + spouse, employee + child(ren), or family. For example, the savings for the single employee in the first

year would be \$783 while the family savings would be \$2,135. The Health Premium Credit will be deposited in each participating employee's HSA account on January 1, 2010. On each subsequent January 1, the City will contribute an amount equal to first year contribution (savings) plus the percentage increase in the HSA premium for that year. In no year would the Health Premium Credit be less than the amount deposited in 2010.

3. **Dental Premium Credit:** An amount equal to the annual cost of the dental insurance premium, should the employee decline dental insurance. Since dental expenses are eligible medical expenses and may be paid from an HSA account, some employees may choose not to retain dental coverage. For each employee who elects to refuse dental coverage, the City will deposit in the employee's HSA account an amount equal to the annual dental premium. The deposit will occur on January 1, 2010. On each subsequent January 1, the City will contribute an amount equal to the 2010 Dental Premium Credit plus the percentage increase in the dental premium for that year. In no year would the Dental Premium Credit be less than the amount deposited in 2010.

A summary of the EPEC 1807 HSA deductibles and the potential contributions by the City is attached.

Contributions by the Employee

In addition to the dollars contributed by the City, each employee participating in the HSA may contribute dollars to their HSA account in two ways.

1. **Automatic Payroll Deduction:** Prior to January 1 of each year, the employee may designate an amount to add to his or her HSA account through monthly automatic payroll deductions. The amount would be the same for each of the 12 months. Once the annual deduction amount has been selected, the amount cannot be changed or discontinued until the following January.
2. **Bank Deposit:** Each employee or their recorded account agent (usually wife/husband) may make deposits to their HSA account at a branch of the Galena State Bank. Such deposits would be made in the same manner as with a checking or savings account. These bank deposits are considered tax deductible.

The federal government has established a maximum annual contribution to HSA accounts. For 2010, deposits to individual accounts may not exceed \$3,050 for the year. Family accounts may not exceed \$6,150 for the year.

Questions regarding the HSA policy may be directed to Mark Moran, City Administrator.