

ORDINANCE NO. 6535

AN ORDINANCE AUTHORIZING EXECUTION OF
AGREEMENT BETWEEN THE CITY OF PERU AND
ILLINOIS FRATERNAL ORDER OF POLICE LABOR
COUNCIL REPRESENTING F.O.P. LODGE #137

WHEREAS, the City of Peru, an Illinois home rule municipal corporation, (hereinafter “City”) and the Illinois Fraternal Order of Police Labor Council, representing F.O.P. Lodge #137 (hereinafter “FOP”) desire to enter into a Labor Agreement for the period May 1, 2021, to April 30, 2024.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PERU, LASALLE COUNTY, ILLINOIS, A HOME RULE MUNICIPAL CORPORATION, AS FOLLOWS:

SECTION 1: The Mayor, for and on behalf of the City, is hereby authorized and directed to execute, and the City Clerk, for and on behalf of the City, is hereby authorized and directed to attest, a Labor Agreement by and between the City and the FOP, a copy of which is a hereto attached.


SECTION 2: The Mayor, City Clerk, and all other officers of the City are hereby authorized and directed to execute such other and further documents and to perform any acts necessary to effect and implement the aforesaid Labor Agreement.

SECTION 3: This Ordinance shall be effective immediately from and after its passage and approval.

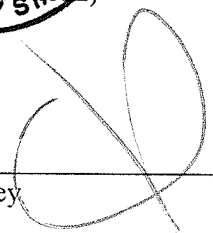
PRESENTED, PASSED, AND ADOPTED at a regular meeting of the City Council of the City of Peru, Illinois, by an aye and nay roll call vote, with 8 voting aye, 0 voting nay, 0 absent, and Mayor Harl not voting, which meeting was held on the 1st day of February 1, 2021.



APPROVED: February 1, 2021


Scott J. Harl, Mayor

ATTEST:



David R. Bartley
City Clerk

<u>Aldermen</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Ferrari	X		
Waldorf	X		
Lukosus	X		
Radtke	X		
Sapienza	X		
Payton	X		
Ballard	X		
Buffo	X		

ILLINOIS FOP LABOR COUNCIL

and

CITY OF PERU

Patrol Officer

May 1, 2021 – April 30, 2024

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



A G R E E M E N T

between

CITY OF PERU

AND

**ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
REPRESENTING FOP LODGE NO. 137**

May 1, 2021 – April 30, 2024

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PREAMBLE

THIS AGREEMENT entered into by the CITY OF PERU, ILLINOIS (hereinafter referred to as the "City") and the ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL REPRESENTING FOP LODGE NO. 137 (hereinafter referred to as the "Council"), has as its basic purpose the promotion of harmonious relations between the City and the Council; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an agreement covering rates of pay, hours of work and other terms and conditions of employment applicable to bargaining unit employees. In consideration of the mutual promises, covenants and Agreement contained herein, the parties hereto, by their duty authorized representatives and/or agents, do mutually covenant and agree as follows:

ARTICLE 1 RECOGNITION

Section 1.1. Recognition. Pursuant to the certification of the Illinois State Labor Relations Board in Case No. S-RC-165, dated July 20, 1990, the City recognizes the Council as the sole and exclusive collective bargaining representative for all full-time sworn peace officers with the rank of patrol officer, excluding all officers of the rank of Sergeant and above and all non-sworn employees, confidential, supervisory and managerial employees as defined by the Act, and all other employees of the Employer.

Section 1.2. Probationary Period. The probationary period shall be twelve (12) months in duration from the date of hire as a full-time police officer for the City of Peru. The Chief of Police may extend the period up to six (6) months, in three (3) month increments, if the Chief determines appropriate. The probationary period refers to employment status only, and allows the employee to be credited and receive vacation and sick leave time prior to the completion of the probationary period. 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 and such action shall be final and the officer shall have no recourse under the grievance procedure or otherwise to contest such suspension or discharge.

Section 1.3. Fair Representation. The Council recognizes its responsibility as bargaining agent and agrees fully to represent all employees in the bargaining unit, whether or not they are members of the Council.

Section 1.4. Gender. Wherever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

ARTICLE 2
NON-DISCRIMINATION

The City and Council agree not to discriminate in the administration of this Agreement against any employee on the basis of race, color, creed, sex, age, national origin or Council membership or Council activity within the requirements and limitations of federal and state statutes.

ARTICLE 3
COUNCIL SECURITY/DUES DEDUCTION

Section 3.1. Dues Deduction. Upon receipt of proper written authorization from the employee, the City shall deduct each month Council dues in the amount certified by the Council from the pay of all officers covered by this Agreement who authorize such deductions in writing. Such money shall be submitted to the Labor Council within thirty (30) days after the deductions have been made. Said deductions will be terminated upon the employee's written request.

The City agrees to forward to the Labor Council, along with the dues, a monthly list identifying all employees from whom the City has withheld dues.

Any present employee covered by this Agreement who is not a member of the Labor Council, and who for bona fide religious reasons objects to union membership shall, upon written request, pay monthly an amount not to exceed the amount of Labor Council dues uniformly required of members, to a charitable organization agreed to by the employee and the Labor Council. Such written request may be rescinded at any time. The Employer shall, with respect to any religious objector on whose behalf the Employer has received a written authorization as provided above, deduct from the wages of such employee the dues equivalent financial obligation, including any retroactive amount due and owing, and shall forward said amount to the agreed upon charitable organization on the tenth (10th) day of the month following the month in which the deduction is made.

Section 3.2. Council Indemnification. The Council hereby indemnifies and agrees to hold the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken by the Employer for the purpose of complying with the provisions of this Article.

Section 3.3. Council Use Of Bulletin Board. The City will make available space on a bulletin board for the posting of official Council notices of a non-political, non-inflammatory nature. The Council will limit the posting of Council notices to such bulletin board.

ARTICLE 4
LABOR-MANAGEMENT CONFERENCES

Section 4.1. Meeting Request. The Council and the City agree that in the interest of efficient management and harmonious employee relations, quarterly meetings may be held if mutually agreed by the local Council officers and responsible administrative representatives of the City. Such quarterly meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings and locations, if mutually agreed upon, shall be limited to:

- (a) discussion on the implementation and general administration of this Agreement, including issues relating to the distribution of overtime;
- (b) a sharing of general information of interest to the parties;
- (c) notifying the Council of changes in non-bargaining conditions of employment contemplated by the City which may affect employees.

Section 4.2. Content. It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management conferences" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 4.3. Attendance. Attendance at labor-management meetings shall be voluntary, and attendance during such meetings shall not be considered time worked for compensation purposes, except that if the parties agree to schedule a meeting during an employee's regular straight-time shift, the employee shall be compensated for time lost from the normal straight-time work day.

ARTICLE 5
MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the City retains all traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine all the operations and services performed by members of the bargaining unit; to

supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for just cause; to change or eliminate existing methods, equipment or facilities; to establish, implement and maintain an effective internal control program; to determine the budgets; and to carry out the mission of the City provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE 6 **GRIEVANCE PROCEDURE**

Section 6.1. Definition. A "grievance" is defined as any unresolved dispute between the City and the Council or any matter regarding the application, meaning or interpretation of this Agreement; provided, however, that any dispute concerning a non-disciplinary matter or issue subject to the jurisdiction of the Board of Fire and Police Commissioners shall not be considered a grievance under this Agreement.

Section 6.2. Grievance Procedure. Recognizing that grievances should be raised and settled promptly, a grievance must be raised within ten (10) calendar days or within ten (10) calendar days after the grievant knew or should have known of the event giving rise to the grievance. Any time period contained herein may be extended or reduced by mutual written agreement of the parties. A grievance shall be processed as follows:

STEP 1: Verbal To Immediate Supervisor (Sergeant, Commander, Lieutenant or Deputy Chief). By discussion between the employee, accompanied by one local Council officer if the employee so desires, and his immediate supervisor (Sergeant, Commander, Lieutenant or Deputy Chief). The immediate supervisor shall answer verbally within fourteen (14) calendar days of this discussion.

STEP 2: Appeal To Chief. If the grievance is not settled in Step 1, the Council may, within ten (10) calendar days following receipt of the immediate supervisor's answer, file a written grievance with the Chief of Police signed by the employee and one local Council officer on a form mutually agreed to and attached as Exhibit B. A

grievance shall set forth a statement of the grievant's position, the Article and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought and the signature of the grieving officer(s). The grievant, one or more local Council officers (not to exceed three officers), an outside representative from the Council, if the Council deems appropriate, and the Chief will discuss the grievance within seven (7) calendar days after the grievance has been submitted to the Chief. The Chief may have present other persons whom the Chief determines appropriate. If no agreement is reached in such discussion, the Chief will give his answer in writing within fourteen (14) calendar days from the date of the discussion.

STEP 3: Request For Review By City Finance and Safety Services Committee ("FSSC"). If the answer of the Chief is not acceptable, the Council may, within fourteen (14) calendar days, submit a written explanation of its position to the FSSC. If the FSSC declines to review the grievance (e.g., because the FSSC does not choose to become involved in a Department matter), the FSSC shall not answer and the Council may appeal to arbitration. If the FSSC elects to become involved, the FSSC shall submit a written answer within fourteen (14) calendar days. If the FSSC so elects, the FSSC may meet with local Council officers accompanied by the outside Council representative, if appropriate, prior to submitting an answer.

Section 6.3. Arbitration. If the grievance is not settled in Step 3 and the Council wishes to appeal the grievance, the Council may refer the grievance to arbitration within thirty (30) calendar days of receipt of the FSSC's written answer or if the FSSC elects not to answer, within thirty (30) days after the fourteen (14) day period for the FSSC to consider submitting an answer.

- (a) The parties shall attempt to agree upon an arbitrator after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators residing in Illinois, Iowa, Wisconsin or Indiana. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Upon receipt, each party shall strike a name from the list until there is one name remaining. The order of individual strikes shall be determined by a coin toss, with the loser striking first. The person remaining shall be the arbitrator.

- (b) The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of Council and City representatives.
- (c) The City and the Council shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the Council retain the right to employ legal counsel.
- (d) The arbitrator shall submit his 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 if both parties mutually agree in writing.
- (f) The fees and expenses of the arbitrator, cost of hearing room, and the cost of written transcripts, if any, shall be divided equally between the City and the Council; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 6.4. 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. Any decision or award of the arbitrator rendered within the limits of this Section 6.4 shall be final and binding upon the City, the Council and the employees covered by this Agreement.

Section 6.5. Time Limit For Filing. If a grievance is not presented by the employee or the Council within the time limits set forth above, it shall be considered waived and may not be further pursued by the employee or the Council. If a grievance is not appealed to the next step within the specified time limit or any mutually agreed-to extension thereof, it shall be considered waived 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 and/or the Council may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

ARTICLE 7
NO STRIKE-NO LOCKOUT

Section 7.1. No Strike. Neither the Council nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, mass resignations, mass absenteeism, or picketing the home of a City official. 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 of the Council occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provision of this Article. In addition, in the event of a violation of this Section of this Article the Council agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 7.2. 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 Council.

Section 7.3. Penalty. The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 7.1 is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

ARTICLE 8

HOURS OF WORK AND OVERTIME

Section 8.1. Application Of Article. This Article is intended only as a basis for calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

Section 8.2. Normal Work Period. The normal work period shall be eighty (80) hours. The normal workdays shall be either eight (8) hours, ten (10) hours, or twelve (12) hours as assigned by the Chief of Police. Officers assigned to an 8 hour day may take a 30-minute paid lunch period each day, and officers assigned to a 10 or 12 hour day may take a 45-minute paid lunch period each day, subject to emergency work duties.

For purposes of this Section emergency is defined as any sudden condition or state of affairs calling for immediate action that will return such condition to an acceptable level of normalcy. These are events that are unforeseen, urgent, unexpected or unpredictable. Examples are natural disasters (i.e. tornadoes, floods, etc.) airplane crashes, railroad incidents, vehicular crashes,

hazardous materials incidents, fires, missing children, shootings, etc., but are not limited to such events.

Should it be necessary in the City's judgment to establish a schedule departing from the regular work day or the regular work cycle, or to change the shift, schedule or days off of an employee or employees, the City will give at least fourteen (14) calendar days notice of such change to all employees directly affected by such change.

Section 8.3. Overtime Pay. Employees shall receive time and one-half overtime pay for all hours in excess of their scheduled work shift during the pay period. In computing overtime pay, hours shall include all hours actually worked, time off pursuant to compensatory time off scheduling, holidays, vacations and paid sick leave.

Section 8.4. Off-Duty Court Time. When an employee is required to spend off-duty time in court for and on behalf of the City, the employee will receive time and one-half overtime pay with a minimum pay guarantee of two hours' pay. An employee will not be disciplined by the City for a missed court appearance on the employee's scheduled day off, unless the employee is notified at least twenty-four (24) hours in advance of the court appearance or the employee has been subpoenaed. Should a scheduled court appearance be canceled twelve (12) hours or less from its start time the affected officer shall nonetheless receive court-time compensation in the same manner as listed herein. Cancellation of court must be by direct contact with the affected officer either in person or by phone. The court officer or their designee shall make notification of a cancellation by contact in person or via phone. A message left at the officer's home and/or cellular phone is sufficient notice if the officers are not currently scheduled for duty for a shift at least 12 hours prior to the court date/time. Should an employee be currently scheduled for a shift at least 12 hours prior to the scheduled court time the court officer may simply strike the court notice from the court board. Should the scheduled employee call off from their scheduled shift(s) prior to the court date/time where they would have received sufficient notice it is their responsibility to inquire as to the current status of the court case. Officers attending court during working hours that requires officers to remain or be in court prior to or past the end of their duty shift will be paid time and one-half only for the actual hours in excess of their regular work day and the two hour minimum pay guarantee would not apply.

Section 8.5. Overtime Work. The Chief of Police or his designee(s) shall have the right to require overtime work and officers may not refuse overtime assignments. Whenever practicable,

overtime will be scheduled on a voluntary basis, except for emergency situations, or except where qualified volunteers are not readily available, in which event the least senior employee who is available to perform the overtime will be given a mandatory assignment. It is the objective of the City to keep mandatory overtime scheduling at a minimum consistent with the need of the City to provide proper police protection.

Opportunities for special events overtime work, e.g. fireworks displays, football games, etc. shall be made available on a reasonably equitable basis to all sworn members of the Police Department. If any issues arise relating to overtime distribution, they may be discussed at a labor-management conference. In the event the overtime assignments become out of balance, the remedy shall be to assign the affected employee the next available overtime. In the event that special event overtime is cancelled without a 6 hour notice directly to the officer or a message left at their home or on their telephone, the officer shall receive 2 hours of overtime pay.

Section 8.6. Call Back. An employee covered by this Agreement who is called back to work after having left work shall receive a minimum of two (2) hours' pay at the time and one-half rate. A call back is defined as an assignment of work which does not immediately precede or follow an employee's regularly scheduled work hours.

Section 8.7. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. The sole exception to pyramiding is when an officer is off on pre-approved benefit time, the officer is eligible to accept special event overtime in the event that all other sworn officers have been offered the voluntary overtime and declined. Special event overtime if possible should be offered to the employee that is on benefit time prior to ordering any other officer into forced special event overtime. An officer who is on benefit time and declines the offer of voluntary special event overtime shall not be moved from their place in the special event rotation.

Section 8.8. Trading Shifts. Employees may continue to trade shifts at the discretion of the shift commander.

Section 8.9. Secondary Employment. Employees may continue to work secondary employment at the discretion of the Chief of Police.

Section 8.10. Compensatory Time. Compensatory time may be paid in lieu of overtime payment if the employee in his discretion so elects. No more than one hundred forty (140) hours of compensatory time shall be carried on the books at one time. Voluntary schools which are approved

by the Chief of Police shall be accrued at straight-time compensatory time, rather than time and one-half compensatory time.

Single day compensatory time off requests shall be granted based on seniority prevailing up to forty-five (45) days prior to the requested date. Compensatory time taken in an amount where an employee would be off for seven (7) consecutive calendar days shall be granted based on seniority prevailing according to the following chart:

- Requests for the month of January need to be requested by October 1st.
- Requests for the month of February need to be requested by November 1st.
- Requests for the month of March need to be requested by December 1st.
- Requests for the month of April need to be requested by January 1st.
- Requests for the month of May need to be requested by February 1st.
- Requests for the month of June need to be requested by March 1st.
- Requests for the month of July need to be requested by April 1st.
- Requests for the month of August need to be requested by May 1st.
- Requests for the month of September need to be requested by June 1st.
- Requests for the month of October need to be requested by July 1st.
 - ❖ The Christmas Compensatory Time request will be made by July 1st
- Requests for the month of November need to be requested by August 1st.
- Requests for the month of December need to be requested by September 1st.
 - ❖ The Christmas Compensatory Time request will be made by July 1st

Permission to utilize compensatory time shall not be unreasonably denied by the Chief of Police or his designee, so long as operational requirements are not adversely affected and so long as the Department does not have to hire back an employee as compensatory time may not short the shift.

Section 8.11. Part Time Officers. The City may utilize the services of certified part time, temporary or auxiliary officers to perform bargaining unit work in accordance with 65 ILCS 5/3.1-30-21 and 65 ILCS 5/3.1-30-20, as amended, provided that the use of such officers will not result in any layoffs or reduction of regular work hours worked by full time bargaining unit members. Part time, temporary or auxiliary officers can work any hours over and above established shift minimums, but shall not work more than 2080 hours per year in the aggregate. Said officers shall not be part of the bargaining unit or covered by this Agreement. In addition, the City shall have the right to employ a civilian Community Service Officer who shall not be part of the bargaining unit or covered by this Agreement but who may perform work that was or has been performed by

bargaining unit members. The Community Service Officer shall not be included in the 2080 hour aggregate maximum.

ARTICLE 9 **HOLIDAYS**

Section 9.1. Holidays. The following holidays are observed under this Agreement:

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day After Thanksgiving

Christmas Eve

Christmas Day

and any additional holidays placed into effect at the discretion of the City for other City employees.

Section 9.2. Non-Working Holiday Pay. Employees shall receive eight (8) hours' straight-time pay for each observed non-working holiday, in addition to the employee's regular pay during the pay period.

Section 9.3. Holiday Pay Eligibility. To be eligible for paid holidays, the employee must work his last scheduled workday before the holiday, his regularly scheduled hours on the holiday (if any), and the employee's first scheduled workday after the holiday unless the employee has received prior approval for a compensatory day off, a personal day off, the employee is on vacation, or the employee is on approved paid sick leave, provided the employee provides the City with a note from a medical doctor indicating that the doctor examined the employee for the date in question and that the employee was unable to work due to illness or injury. (e.g. if an employee is scheduled to work eight hours on a holiday, works 2 hours and receives paid sick leave for the remainder of his work day, the employee will only receive 2 hours of holiday pay.)

Section 9.4. Work on Scheduled Holiday. An employee who is scheduled to work on one of the holidays listed in Section 9.1 shall receive time and one-half the employee's hourly rate of pay for all work on said holiday. The employee shall receive two (2) times their rate of pay for any hours worked over and above their regularly scheduled work shift on the holiday.

Section 9.5. Work on Unscheduled Holiday. An employee who works on one of the holidays listed in Section 9.1 which is not part of the employee's work schedule shall receive two times the employee's hourly rate of pay for all work on said holiday in addition to holiday pay that the employee is eligible for under Section 9.2. The eligible hours for this pay shall be 12am to 12am during the calendar date hours of holiday.

ARTICLE 10 **VACATIONS**

Section 10.1. Paid Vacations. Employees who, as of their anniversary date of each year, attain the years of continuous service with the Police Department as indicated in the following table shall receive vacation with pay as follows:

<u>Full Years of Continuous Service</u>	<u>Vacation</u>
1 year	40 hours
2 years	80 hours
7 years	120 hours
12 years	160 hours
20 years	200 hours

Section 10.2. Vacation Pay. Vacation pay shall be calculated on the basis of the employee's regular straight-time rate at the time the vacation is taken.

Section 10.3. Vacation Scheduling. Vacations shall be scheduled on a year-round basis and an employee shall be permitted to accumulate eighty (80) hours of vacation time to be carried over from year to year, unless the employee is prevented from using vacation time at the request of the Police Department. The Police Chief or his designee shall schedule vacations and determine the maximum number of employees who may be on vacation at any one time, taking into account the needs of the Police Department, employee advance requests, and seniority of all Police Department employees. Single vacation day off requests shall be granted based on seniority prevailing up to forty-five (45) days prior to the requested date. Single vacation days can not short the shift.

Vacation time taken in an amount where an employee would be off for seven (7) consecutive calendar days shall be granted based on seniority prevailing according to the following chart and may short the shift.

- Requests for the month of January need to be requested by October 1st.
- Requests for the month of February need to be requested by November 1st.
- Requests for the month of March need to be requested by December 1st.
- Requests for the month of April need to be requested by January 1st.
- Requests for the month of May need to be requested by February 1st.
- Requests for the month of June need to be requested by March 1st.
- Requests for the month of July need to be requested by April 1st.
- Requests for the month of August need to be requested by May 1st.
- Requests for the month of September need to be requested by June 1st.
- Requests for the month of October need to be requested by July 1st.
 - ❖ The Christmas Vacation request will be made by July 1st
- Requests for the month of November need to be requested by August 1st.
- Requests for the month of December need to be requested by September 1st.
 - ❖ The Christmas Vacation request will be made by July 1st

An employee who has previously been approved for a vacation wherein they were scheduled to be off at least seven (7) consecutive calendar days are eligible to start their vacation earlier or extend their vacation in single day increments if their request is made at least forty-eight 48 hours in advance should the request require a hireback.

An officer on vacation leave shall not be forced to work overtime except in the case of a bona fide emergency, as determined by the Chief of Police.

Section 10.4. Termination. If an employee's service terminates after one full year of service, the employee shall be paid for unused vacation pay which accrued as of the previous anniversary date. An employee covered by this Section who resigns or retires shall receive pro-rated vacation pay for each full month worked after the anniversary date.

ARTICLE 11 **SICK LEAVE**

Section 11.1. Purpose. Sick leave with pay is a privilege to be used for absences due to illness or injury of the employee or the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or step parent. The use of sick leave for any person other than the employee shall be limited to the amount of sick leave the

employee would accumulate in six (6) months. Sick leave may not be used for medical appointments. The use of sick leave shall not be unreasonably denied.

Section 11.2. Sick Leave Accumulation. Employees shall accumulate eight (8) hours of sick leave per month, beginning May 1, 1997. The maximum sick leave accrual is 1200 hours.

Section 11.3. Sick Leave Use. Sick leave may be used in one-hour increments and to be eligible the employee must give as much advance notice as possible. In order to be eligible for three or more consecutive scheduled work days of sick leave, the employee must supply a doctor's certificate to the Police Chief. In situations where an employee has an ongoing pattern or problem of excessive use of sick leave, the Police Chief may request a doctor's certificate for a shorter absence.

Section 11.4. Sick Leave Buyback. This section shall only apply to bargaining unit employees who meet all of the following eligibility requirements: a) have attained at least 50 years of age and retire in good standing with the City during the remaining term of this Agreement; b) provide not less than 60 days advance written notice of their retirement to the City; and c) are, upon retirement, immediately eligible to receive a pension pursuant to the Policemen's Pension Fund, 40 ILCS 5/3-101 et seq. For such eligible employees, the City will, upon retirement, buyback 100% of the employee's accrued sick leave days for the purpose of off-setting the cost of continued health insurance coverage provided by the City. The City shall pay the monthly health insurance premium on behalf of the retired employee until the amount in the sick leave bank is exhausted. Any officer who retires and does not choose to participate in the City's health insurance plan shall receive 50% of his accrued sick leave upon retirement in a lump sum.

Section 11.5 Family and Medical Leave Act of 1993. The parties agree that the City may adopt policies to implement the Family and Medical Leave Act of 1993 ("FMLA") that are in accord with what is legally permissible under the FMLA.

After an employee exhausts all sick leave as set forth in Section 11.3, the City may grant discretionary paid sick leave in the event of a catastrophic illness, provided such leave will be counted against the employee's annual FMLA leave entitlement, if any. The decision as to whether or not to grant any employee paid sick leave under this paragraph shall be totally discretionary with the City.

Section 11.6. Light Duty Assignment. An employee who incurs an on-the-job injury or off-the-job injury which prevents the employee from performing his normal duties may be assigned light

duty if the Chief of Police in his sole discretion determines that there is light duty available which the employee can perform satisfactorily. Light duty assignments shall be police-related work.

ARTICLE 12

LAYOFF AND RECALL

Section 12.1. Definition of Seniority. Seniority shall be based on the length of time from the last date of beginning continuous full-time employment as a sworn peace officer in the City Police Department. Conflicts of seniority shall be determined on the basis of the order of the officers on the Fire and Police Commission hiring list, with the officer higher on the list being the more senior. Seniority shall continue to accrue during periods of duty related leave.

Section 12.2. Layoff. The City, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees will be laid off in reverse seniority order. All part time, temporary or auxiliary officers will be laid off prior to the layoff of any full time officer. No layoff will occur without at least thirty (30) calendar days' notification to the employee(s) to be laid off and to the Council. The City agrees to consult the Council, upon request, and afford the Council an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff. The City will not hire part time and/or auxiliary officers during the period when officers are on layoff.

Section 12.3. Recall. Employees who are laid off shall be placed on a recall list for two years, at which point seniority and the employment relationship will terminate. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff. Employees who are eligible for recall shall be given thirty (30) 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 Council. 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 Police Chief 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. Employees who are re-employed pursuant to a recall shall have their seniority restored as of the date of the layoff.

Section 12.4. Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes if the employee:

- a) quits;

- b) is discharged;
- c) retires;
- d) falsifies the reason for a leave of absence or is found to be working during a leave of absence (unless the outside employment has been approved in advance by the current Police Chief);
- e) fails to report to work at the conclusion of an authorized leave of absence or vacation unless there are extraordinary circumstances beyond the employee's control that prevent notification;
- f) is absent for two (2) consecutive working days without notifying the City unless there are extraordinary circumstances beyond the employee's control that prevent notification;
- g) Is laid off and not re-employed within 24 months.

ARTICLE 13
WAGES AND OTHER BENEFITS

Section 13.1. Salary. Employees will be paid according to the pay schedule below. For the initial May 1, 2021, implementation of the new pay schedule, employees will be placed in the step commensurate with their years of service/date of hire and going forward will advance to the next step on their anniversary date denoting the completion of the necessary years of service. General salary step increases for the term of this Agreement are 1.0% effective May 1, 2022, and 2.0% effective May 1, 2023. New hires will be placed at the starting salary step of the pay schedule.

	<u>May 1, 2021</u>	<u>May 1, 2022</u>	<u>May 1, 2023</u>
During Cadet/Training	\$58,000	\$58,580	\$59,572
When Assigned Solo Patrol	\$60,000	\$60,600	\$61,812
After Completion of Two Years	\$63,000	\$63,630	\$64,903
After Completion of Five Years	\$68,000	\$68,680	\$70,054
After Completion of Ten Years	\$73,000	\$73,730	\$75,205
After Completion of Fifteen Years	\$76,000	\$76,760	\$78,295
After Completion of Twenty Years	\$80,000	\$80,800	\$82,416

Section 13.2. Longevity Pay. Effective May 1, 2021, no bargaining unit employee will be paid longevity pay under this Agreement or any City Ordinance, Personnel Manual, or practice.

Section 13.3. Shift Differential. Employees working between 2pm and 10pm shall receive a shift differential of \$.45 per hour. Employees working between 10pm and 6am shall receive a shift differential of \$.50 per hour.

Section 13.4. Uniform / Equipment Allowance. Effective May 1, 2009 each non-probationary employee shall be credited with a \$750.00 annual uniform / equipment allowance when such items are approved for use by Chief of Police pursuant to a voucher system whereby the employee can purchase approved uniform items or approved equipment in the amount of \$750.00 annually at a City-approved uniform outlet or outlets. Officers may carry over not more than \$200 of unused clothing allowance from year to the next.

In the event an employee resigns or retires without providing at least twenty-one (21) days advance written notice to the City, then the employee shall be obligated to repay his or her uniform allowance for the prior 12 months, the amount of which may be deducted from the employee's final paycheck. The City shall provide new employees with the following uniform items; provided, however, that a new employee shall not receive any uniform allowance for the first eighteen (18) months of service:

3 pants

3 winter shirts

3 summer shirts

1 winter coat

1 spring jacket

1 raincoat

1 hat with rain cover

1 pair of shoes

1 tie

badges, nametags, patches, flags or other similar uniform accouterments required to be worn

required leather or nylon uniform and equipment items, except that the employee will provide and pay for the weapon.

Once each five (5) years, a non-probationary employee may use his annual uniform allowance to purchase a City approved weapon for use on the job.

The City shall supply each employee covered by this Agreement a protective safety vest that complies with the standards established by the National Institute of Justice. Wearing of the vests will be required.

Section 13.5. Personal Days. Three (3) personal days shall be awarded each year on an employee's anniversary date and must be used within one (1) year of their granting. Employees shall schedule a personal off by advance request to the Chief of Police or his designee. A personal day will not be granted off at a time when the Department would be required to hire back an employee, except that one (1) employee per shift will be granted a personal day off even if hire back of one employee would be required. Unused personal days may not be accumulated or carried over from one year to the next.

Section 13.6. Officer-in-Charge. An employee who is temporarily assigned to the position of officer-in-charge of a shift, in the absence of the regular shift supervisor, shall receive payment in the amount equal to that of a Sergeant's initial base pay for all hours assigned, so long as the period of assignment to officer-in-charge is for one (1) hour or more.

Section 13.7. Pick Up Of Pension Contributions. Following receipt of an acceptable private letter ruling from the Internal Revenue Service, the City then begin to pick up Police Officers' pension fund contributions required by 40 ILCS 5/3-125.1 of the Police Pension Fund Act pursuant to 40 ILCS 5/3-125.2 by a reduction in the cash salary of the Police Officers, to the extent permitted by law.

Section 13.8. On Call Pay. Officers required to be on call as a detective shall receive five (5) hours of their straight time pay for each week so required, or an amount equivalent to that of the on-call pay for other city employees, whichever is greater. Narcotic detectives may receive up to but not to exceed 26 weeks of on call pay per calendar year.

Section 13.9. FTO Pay. Officers assigned as a Field Training Officer (FTO) shall receive \$2.00 per hour added to their base pay while assigned to this position and while training an officer.

Section 13.10. Educational Reimbursement. With the approval of the Chief of Police and final approval of the appropriate committee the City shall reimburse regular, full-time employees for the cost of books and tuition upon satisfactory proof of enrollment and completion of college courses related to and required for the completion of a job related undergraduate or graduate

degree. Satisfactory completion for purposes of this section shall be defined as a grade of “C” or higher.

An employee who receives an undergraduate or graduate degree at the City’s expense shall be responsible for reimbursing the City for 100% of the cost of books and tuition if the employee voluntarily leaves employment with the City prior to one year after the employee’s date of completion. Payback thereafter shall be as follows:

After one (1) year – 90%

After two (2) years – 80%

After three (3) years – 70%

After four (4) years – 60%

After five (5) years – 0%

ARTICLE 14
LEAVE OF ABSENCE

Section 14.1. Death In Family. In the event of death in the employee's immediate family, an employee shall be granted up to three (3) consecutive scheduled workdays with pay as funeral leave if the employee attends the funeral. Immediate family is defined as the employee's spouse, children (including stepchildren), mother, father, step mother, step father, brother, sister, mother-in-law and father-in-law. If an employee’s grandparent, aunt, uncle, niece, nephew, brother-in-law, sister-in-law dies, then the employee may be granted up to two (2) consecutive days off without loss in regular pay, provided the employee attends the funeral.

Section 14.2. Short-Term Military Leave. Military leave will be granted in accordance with applicable law.

Section 14.3. Maternity Leave / Pregnancy of Female Police Officers. For the purposes of granting leaves of absence, maternity and the complications arising there from shall be treated the same as any other physical disability. The city recognizes that the Illinois Human Rights Act regarding the pregnancy of female police officers applies to the city’s police department.

Section 14.4. Injury Leave. Injury leave will be provided in accordance with the provisions of 5 ILCS 345/1.

ARTICLE 15
INSURANCE

Section 15.1. Life Insurance. Employees shall be provided at City cost with Fifty Thousand Dollars (\$50,000.00) of term life insurance.

Section 15.2. Medical Insurance. The health insurance plan in effect when this Agreement is ratified shall be continued for bargaining unit employees during the term of this Agreement; provided, however, the City continues to retain the right to select a different insurance carrier or to self-insure, so long as the level of benefits provided by such insurance continues at substantially the same level of benefits as they existed on the date this Agreement was ratified. Employees may elect single or dependent coverage in the City's health insurance plan during the enrollment period established by the City.

In the event the City contemplates any medical insurance benefit changes of substance, which are less than the benefits currently provided, the City agrees to bargain such changes with the Council. No changes shall be made until the parties conclude such bargaining. Any impasse that results from such bargaining shall be subject to the impasse resolution procedures under the Illinois Public Labor Relations Act.

Section 15.3. Medical Insurance Premium Allocation. The City will pay 80% of the insurance premium for the type of City provided medical coverage elected by an employee (single or family), and the employee shall pay the remaining 20% of the premium.

Section 15.4. Cost Containment. The City reserves the right to 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, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 15.5. Section 125 Plan. During the term of this Agreement, the City agrees to institute or maintain a Section 125 Plan which permits employees to tax shelter employee medical insurance premiums contributions, subject to applicable law.

Section 15.6. Dental Insurance. The City will make the same dental insurance available to bargaining unit employees that it provides to other regular, non-represented full-time City employees, at the same cost. If the City makes any changes, modifications, or improvements with respect to any of the dental insurance benefits (e.g., cost sharing or benefit modifications) that are applicable to other regular, full-time City employees generally, then such changes, modifications, or

improvements shall likewise be applicable to the employees covered by this Agreement on the same terms and on the same date that they are applicable to the other City employees.

ARTICLE 16
DISCIPLINE AND DISCHARGE

Section 16.1. Definition. The process by which the employer insures that all the members conform to certain standards. The parties agree with the tenants of corrective and progressive discipline.

- a. Positive Discipline: Is when a supervisor attempts to deal with the member's misconduct by encouragement and persuasion. This type of discipline may include counseling, training and professional assistance.
- b. Negative Discipline: Consists of punishment of the member for violation of rules and procedures. This type of discipline includes oral or written reprimands, suspension, or discharge.

Section 16.2. Just Cause. The City agrees that disciplinary action shall be imposed only for just cause and shall be imposed promptly after the City learns of the occurrence giving rise to the need for disciplinary action and after the City has had a reasonable opportunity to investigate the facts.

Section 16.3. Limitation. The requirement to use progressive disciplinary action does not prohibit the City from using a severe measure including discharge for the first offense without prior warning, when the offense indicates that a substantial shortcoming or action of an employee rendered the continuation of employment of the officer in some way detrimental to the City or the public. Such actions shall include but are not limited to: Possession of a controlled substance or alcohol; gross insubordination; intentional destruction or theft of property; fighting on the job; appearing for work under the influence of drugs or alcohol or other substance that may impair an employee's ability to perform any of the duties required.

Section 16.4. Pre-Disciplinary Meeting. For discipline other than counseling and oral and written reprimands, prior to imposing the discipline the Chief of Police shall notify the employee and a representative of the Council of the contemplated discipline and then shall meet with the employee involved and inform the officer of the reason(s) for such contemplated discipline. The officer shall be informed of his contract right for Council representation and shall be entitled to such, if so requested by the employee and the Council representative shall be made available within twenty-four

(24) hours of notification. If the officer does not request Council representation, a Council representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings. Prior notice is not required, however, where the City determines it must remove the employee from the work setting immediately, in which event the pre-disciplinary meeting can be held at a later time.

Section 16.5. Written Notice. Except for counseling and oral warnings, the officer shall be notified in writing of disciplinary action imposed, be advised of the specific nature of the offense and be given direction as to future behavior.

Section 16.6. Modified Discipline. Should the City present to the Council extenuating circumstances warranting discipline other than described in Section 16.1 above, the City may use a modified form of discipline. Modified discipline may include the forfeiture of accumulated time off, the forfeiture of accumulated overtime or reassignment. Modified discipline shall not be precedent-setting and shall not be subject to appeal as provided by this Article, since the employee, the City and the Council would be in agreement to the modified discipline for that occurrence.

Section 16.7 Disciplinary Authority and Appeals.

The parties agree that the Chief of Police shall have the right and the authority to suspend a non-probationary officer for up to thirty (30) days and/or dismiss a non-probationary officer for just cause, without filing charges with the City Board of Fire and Police Commissioners. Neither the Police Chief nor the City or their agents will file charges asking the Fire and Police Commissioners to impose discipline on any non-probationary bargaining unit employee; instead all such discipline shall be imposed by the Police Chief.

The decision of the Police Chief with respect to the suspension or dismissal action shall be deemed final, subject only to the review of said decision through the grievance and arbitration procedure. The sole recourse for appealing any such suspension or dismissal decision by the Chief of Police shall be for the officer to file a grievance as described herein. If the officer elects to file a grievance as to his or her suspension or dismissal, the grievance shall be processed in accordance with Article 6 of this Agreement, except that it shall be filed at the Arbitration Step at Section 6.3 of this Agreement. The grievance must be filed with the Chief of Police within ten (10) business days of the notice of disciplinary action, and must include a demand for arbitration. No relief shall be available from the Board of Fire and Police Commissioners with respect to any matter which is subject to the grievance and arbitration procedure set forth in this Section. Any appeal of an

arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA.

Pursuant to Section 15 of the IPLRA and 65 ILCS § 10-2.1-17, the parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement, and the foregoing provisions with respect to the appeal and review of suspension or discharge decisions shall be exclusive and in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be available under the Rules and Regulations of the City's Board of Fire and Police Commissioners.

Discipline of probationary officers, as well as any positive discipline or oral or written reprimands, shall not be subject to the grievance and arbitration procedure, except that written reprimands may be processed through Step 2 of the grievance procedure.

ARTICLE 17 **GENERAL**

Section 17.1. Health And Safety. The City shall notify a designated member of the local council of City safety committee meetings and they may attend if they wish. The City will make reasonable provision for the safety and health of employees during their hours of employment.

Section 17.2. Board of Fire and Police Commissioners. The parties recognize that the Board of Fire and Police Commissioners has certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter and enforce rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Board of Fire and Police Commissioners, except with respect to discipline and discharge as set forth herein.

Section 17.3. Impasse Arbitration. The parties agree that bargaining impasses subject to Section 14 of the Illinois Public Labor Relations Act shall be resolved in accordance with that Section and the Rules and Regulations of the Illinois State Labor Relations Board, as amended from time to time.

Section 17.4. Patrol Officer's Bill of Rights. The parties shall comply with the Illinois Patrol Officer's Bill of Rights as defined in 50 ILCS 725/1 et seq.

Section 17.5. Officer Indemnification. The parties shall comply with 65 ILCS 5/1-4-6, so long as the police officer has acted within the scope of his employment and cooperates with the City during the course of an investigation, administration, litigation or defense of any claim.

Section 17.6. Personnel Files. The parties shall abide by the provisions of the Personnel Record Review Act, 820 ILCS 40/1 et seq.

Section 17.7. Repair and Replacement. The City agrees to repair or replace as necessary the reasonable cost of an officer's eye glasses, contact lenses and prescription sun glasses or other personal property not to exceed \$100.00 in value if such are damaged or broken during the course of the officer's duties. Such incident is to be documented with the Chief of Police.

Section 17.8. Immunization. The City agrees to pay all expenses for inoculation or immunization shots for the officer and for members of an officer's family when such becomes necessary as a result of said officer's exposure to contagious disease where said officer has been exposed to such diseases in the line of duty or as recommended by the Illinois Department of Public Health.

Section 17.9. Burial Costs. The city agrees to defray reasonable funeral and burial expenses of any employee killed in the line of duty.

Section 17.10. Americans with Disabilities Act. It is agreed that the City has the right to take any actions necessary to be in compliance with the Americans with Disabilities Act. Nothing herein is intended to preclude the Union from grieving or arbitrating any City action which, in its view, violates the agreement and is unnecessary in order to comply with such act.

Section 17.11. Direct Deposit. The City will permit employee's to elect to have their regular paycheck deposited directly with an approved financial institution than has a direct deposit program. An employee must elect direct deposit by providing proper notice to the City Clerk's Office, and may only revoke such authorization with 30 days advance written notice, such notice to be on forms developed and approved by the City.

Section 17.12. Recruit Training Reimbursement. A probationary employee who is hired by the City of Peru and attends the basic police training course sanctioned by the Illinois Police Training Board shall reimburse the City on a pro-rata basis for the basic cost of this training should he leave the employment of the City voluntarily during the first three years of his employment.

Section 17.13 Take Home Vehicles. Officers may be assigned take home vehicles in the sole discretion of the Chief of Police, subject to such conditions and rules as the Chief may impose.

ARTICLE 18
EMPLOYEE ALCOHOL AND DRUG TESTING POLICY

Section 18.1. Statement of Policy. It is the policy of the City of Peru that the public has the absolute right to expect persons employed by the City in its Police Department will be free from the effects of drugs and alcohol. The City, as the employer, has the right to expect its employees to report for work fit and able for duty and to set a positive example for the community.

Section 18.2. Prohibitions. Employees shall be prohibited from:

- (a) Consuming or possessing alcohol at any time during or just prior to the beginning of the work day or anywhere on any City premises or job sites, including City buildings, properties, vehicles and the employee's personal vehicle while engaged in City business, except as required by the City in the performance of assigned duties;
- (b) Being under the influence of alcohol or an illegal drug during working hours;
- (c) Possessing, using, selling, purchasing or delivering any illegal drug at any time and at any place or abusing any prescription drug, except as may be required by the City in the performance of assigned duties;
- (d) Failing to report to the employee's supervisor any known adverse side effects of medication or prescription drugs which the employee may be taking.

An employee's violation of the foregoing prohibitions shall be cause for discipline, up to and including dismissal.

Section 18.3. Drug And Alcohol Testing Permitted. Where the City has reasonable suspicion to believe that: (a) an employee is being affected by the use of alcohol; or (b) has abused prescription drugs; or (c) has used illegal drugs, the City shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. In addition, the City may require an employee to submit to alcohol or drug testing as set forth in this Agreement when an employee is involved in an on-duty incident involving serious property damage or personal injury.

Random semi-annual testing may be conducted with respect to:

- a) any individual employee assigned to a drug task force where the investigation of the sale or distribution of illicit drugs is a primary goal/mission of such unit, and where the assignment any such unit was voluntary on the part of the employee;
- b) any individual employee assigned to perform the function of the Drug Abuse/Resistance Education (D.A.R.E.), Detective or K-9 Officer where the assignment to such position was voluntary on the part of the employee.

The foregoing shall not limit the right of the City to conduct any tests it may deem appropriate for persons seeking employment prior to their date of hire.

The City may institute a random drug and alcohol testing program for employees covered by this agreement provided that such testing of an employee will not occur more than three times per calendar year and the employees are part of a random pool consisting of all full-time and regular part-time city employees and said testing process is conducted and administered by an outside testing company.

Section 18.4. Order To Submit To Testing for Reasonable Suspicion. Within forty-eight (48) hours of the time the employee is ordered to undergo testing authorized by this Agreement, the City shall provide the employee with a written notice setting forth the facts and/or inferences which form the basis of the order to undergo a test. Refusal to submit to such test may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he or she may possess.

Section 18.5. Alcohol Testing. Whenever practical, the testing for alcohol shall be made on a breath sample to be provided at the City Police Station. In the alternative, a blood alcohol test shall be conducted in accordance with applicable provisions of Section 6, below.

Breath screening test results indicating the presence of alcohol in an amount equal to or greater than 0.04 grams per 210 liters of breath will be considered positive. A blood test indicating an alcohol concentration of .050 percent or more based upon grams of alcohol per 100 millimeters of blood shall be considered positive. (The foregoing standards shall not preclude the City from attempting to show that lesser concentrations demonstrate an employee was under the influence of alcohol, but the City shall bear the burden of proof in such a case.)

Section 18.6. Drug Testing. In conducting drug testing authorized by this Agreement, the City shall:

- (a) Use only a clinical laboratory or hospital facility which is certified by the State of Illinois or is capable of being accredited by the National Institute on Drug Abuse (NIDA).
- (b) Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.

- (c) 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.
- (d) Collect samples in such a manner as to preserve the individual employee's right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. Employees shall not be directly 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 suspicion that the employee may attempt to compromise the accuracy of the testing procedure.
- (e) Confirm any sample that tests positive in initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
- (f) Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's choosing, at the employee's own expense; provided the employee notifies the City within seventy-two (72) hours of receiving the results of the test and provided further that the laboratory or clinic and the testing procedure, including chain of custody, meets or exceeds the standards established in this Agreement.
- (g) 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. For purposes of this Article, a positive drug test result means the presence of an amount of proscribed or prescribed drugs and/or their metabolites in an employee that equals or exceeds the levels set forth in Section 7, below. 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 or number of tests administered), the City will not use such information in any manner or form adverse to the employee's interests.
- (h) Provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results.

- (i) Ensure that no employee is the subject of any adverse employment action because of the test except temporary reassignment or relief of duty during the pendency of any testing procedure.

Section 18.7. Drug Testing Standards.

- A. Screening Test Standards. The following initial immunoassay test cutoff levels shall be used when screening specimens to determine whether they are negative for the five (5) drugs or classes of drugs:

	<u>Initial Test Level</u>
Marijuana metabolites	100 ng/ml
Cocaine metabolites	300 ng/ml
Opiate metabolites	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1000 ng/ml

- B. Confirmatory Test Standards. All specimens identified as positive on the initial drug screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below. All confirmations shall be by quantitative analysis. Concentrations which exceed the linear region of the standard curve shall be documented.

	<u>Confirmatory Test Level</u>
Marijuana metabolites*	15 ng/ml
Cocaine metabolites**	150 ng/ml
Opiates:	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	
Amphetamine.....	500 ng/ml
Methamphetamine	500 ng/ml

* Delta-9-tetrahydrocannabinol-9-carboxylic acid

** Benzoylecgonine

- C. Changes In Cut-Off Levels. The cut-off levels for the five classes of drugs set forth in Section 19.6(A) and (B) above shall be modified to conform with any changes made by the U.S. Department of Health and Human Services.
- D. Testing For Other Prescription Or Illegal Drugs. Any tests for other prescription or illegal drugs shall use the screening test cut-off levels and the confirmatory GC/MS test cut-off levels for such drugs established by the testing laboratory selected by the City in accordance with the standards established by this Agreement, or NIDA standards, if any.

Section 18.8. Voluntary Requests for Assistance. Voluntary requests for assistance with drug and/or alcohol problems (i.e., where no test has been given pursuant to the foregoing provisions) shall be held strictly confidential and no one in the Police Department shall be informed of any such request or any treatment that may be given unless the employee consents to the release of any such information, except that the Police Chief or his designee may be informed of the request for assistance when necessary to accommodate scheduling needs or when deemed necessary by an outside professional providing the assistance.

ARTICLE 19

F.O.P. LABOR COUNCIL REPRESENTATIVES

For the purposes of administering and enforcing the provisions of this Agreement, the City agrees as follows:

Section 19.1. Authorized Representatives. Authorized representatives of the Council shall be permitted reasonable visits to the Department during work hours to talk with employees of the local Council and/or representatives of the City concerning matters covered by this Agreement.

Section 19.2. Time Sheets. The Council or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of an employee 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.

Section 19.3. Grievance Procedure. Reasonable time while on duty shall be permitted Council representatives for the purpose of aiding or otherwise representing employees in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay.

Section 19.4. Convention Delegates. Any employee(s) chosen as delegate(s) to an F.O.P./Labor Council, State or National Conference will, upon written application approved by the Council and submitted to the City with at least fourteen (14) days' notice, be given a leave of absence without pay for the period of time required to attend such Conference. This period of time shall not exceed one (1) week. The employee may utilize existing vacation or compensatory time in lieu of such unpaid leave, subject to scheduling requirements of the Police Department. Such requests shall not be unreasonably denied.

Section 19.5. Council Negotiating Team. Members designated as being on the Council negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Council negotiating team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session.

ARTICLE 20

COMPLETE AGREEMENT AND LEGALITY CLAUSES

Section 20.1. Complete Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right are set forth herein. The City and the Council, for the term of this Agreement, each unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain over any subject during the term of this Agreement.

Section 20.2. 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, such decision shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision; and upon issuance of such a decision, the City and the Council agree to immediately begin negotiations on a substitute for the invalidated Article, section or portion thereof. During the course of such negotiations, Article VII, No Strike-No Lockout, shall remain in full force and effect.

ARTICLE 21
DURATION

Section 21.1. Term of Agreement. This Agreement and its provisions shall be effective on the date of execution, and shall continue in full force and effect until April 30, 2024, or until a successor agreement is executed between the parties, whichever later occurs.

Section 21.2. Continuing Effect. Notwithstanding any provisions of this Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

Section 21.3. Notice of Demand to Bargain.

(a) Successor Agreement: Negotiations for a successor agreement shall commence upon service of a Notice of Demand to Bargain by either party, such Notice to be served not less than 60 days prior to April 30, 2024, at a time mutually agreeable to both parties.


(b) Negotiations: All negotiations between the parties above shall commence not later than 30 days after receipt of the Notice of Demand to Bargain, unless otherwise mutually agreed.

SIGNATURES

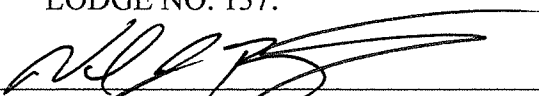
Executed this 1st day of February, 2021

CITY OF PERU, ILLINOIS:

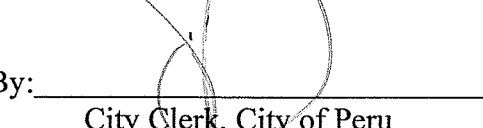
ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL, REPRESENTING FOP
LODGE NO. 137:

By: 


Mayor, City of Peru

By: 

Peru FOP Lodge #137

By: 

City Clerk, City of Peru

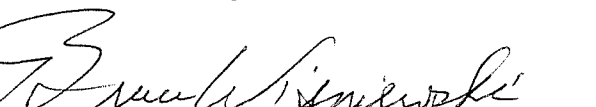
By: 

Peru FOP Lodge #137



By: 

Peru FOP Lodge #137

By: 

Illinois FOP Labor Council