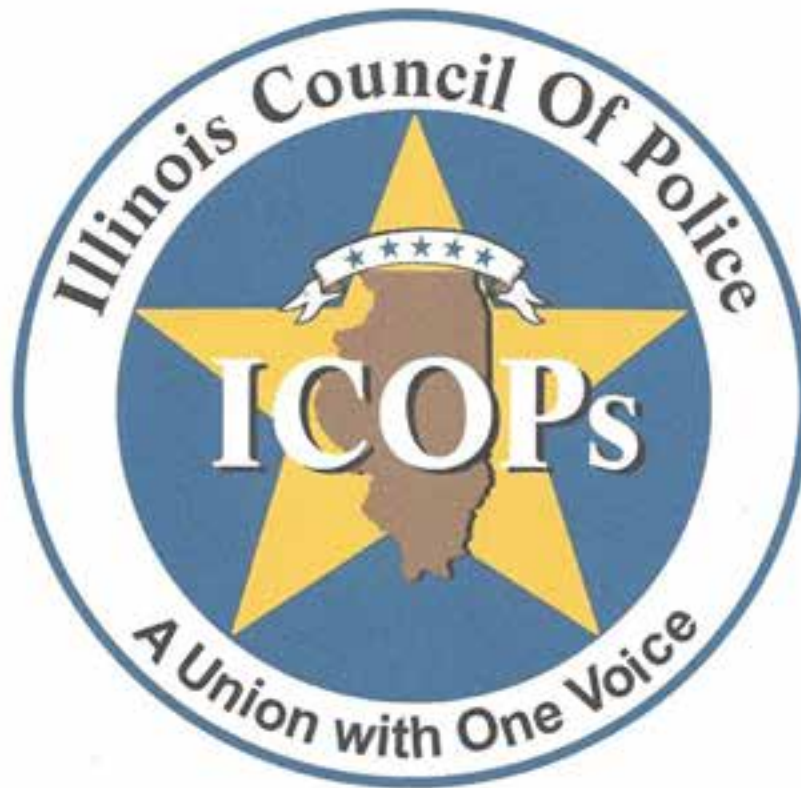


AGREEMENT

Between



ILLINOIS COUNCIL OF POLICE

And

THE CITY OF FAIRBURY

May 1, 2019 through April 30, 2022

AGREEMENT

Between

Illinois Council of Police (ICOPs)

and

City of Fairbury, Illinois

May 1, 2019 – April 30, 2022

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INTRODUCTION

This Agreement is entered into by and between the City of Fairbury, Illinois, hereinafter referred to as the "City," and the Illinois Council of Police, hereinafter referred to as the "Union," the exclusive bargaining representative of the employees as defined in the Recognition clause of the Agreement.

PREAMBLE

The Union and the City, having engaged in the process of good faith collective bargaining with respect to wages, hours and terms and conditions of employment as well as an orderly manner in which to resolve grievance, hereby agree to the following:

ARTICLE I – RECOGNITION

The City recognizes the Union as the sole and exclusive Bargaining Agent for all full-time Police Officers below the rank of Chief, as certified in ILRB Case No. S-RC-08-080.

ARTICLE II – CITY RIGHTS

The Mayor, City Alderman, and the Chief of Police shall retain and reserve the ultimate responsibilities for the proper and ongoing management of the City of Fairbury Police Department, consistent with the applicable laws, statutes and ordinances of Fairbury, Livingston County, the State of Illinois and the United States.

Nothing herein shall be construed to deny or restrict the City in the exercise of its rights, responsibilities and authorities as articulated in the ordinances or laws of Fairbury, Livingston County, the State of Illinois and the United States.

The City shall retain and exercise all rights of management not expressly abridged by this Agreement including, but not limited to, inherent rights of managerial policy which include such areas of discretion or policy as the functions of the City, its standards of service, its overall budget, its organizational structure, its selection of new employees inclusive of examination techniques and direction of employees, to determine its mission and set standards of service offered to the public; to direct the activities of its Police Department employees; to plan, direct, control and determine the operations or services to be conducted or provided by Police Department employees covered by this Agreement; to assign or transfer employees; to hire, promote, demote suspend, discipline, or discharge for just cause; to establish and enforce reasonable work rules and regulations; and to change or modify systems, methods, equipment or facilities provided, however, that the exercise of any and all the City's rights and responsibilities do not conflict with the terms and conditions of this Agreement.

ARTICLE III -- NO STRIKES, NO LOCKOUTS

The Union shall not recommend, authorize, or engage in any Strike against the City, nor shall the City initiate, implement or otherwise engage in any Lockout against the Union or its members.

The definition of the term "strike" shall include any and all work stoppages, sympathy strikes, work slow downs and intermittent work stoppages. Any Police Officer who engages in a strike as defined herein shall be subject to discipline up to and including discharge and such discipline shall be subject to the grievance procedure solely for the purpose of determining if the individual participated in the aforementioned prohibited activity.

ARTICLE IV -- UNION-CITY RELATIONS

4.1 BULLETIN BOARD

A Union Bulletin Board of reasonable size shall be available for use in an area of the Police Department in a designated place mutually agreeable to the parties. Such Bulletin Board shall be available for the posting of notices and materials relating to activities of the Illinois Council of Police shall be signed or otherwise authenticated by an appropriate officer or representative thereof. Posted materials shall not be derogatory of any person or policies associated with the City and shall not include items which are primarily endorsements of candidates for political office (other than offices of the Union).

4.2 PUBLIC INFORMATION

The City will comply with FOIA, but shall not be obligated to research or compile data or to provide the same information more than once.

4.3 NO DISCRIMINATION

Neither the City nor the Union shall discriminate against any employee because of race, creed, color, national origin, sex, or physical or emotional disability as defined the Americans with Disabilities Act, or Union activities or any other status protected by Federal or State legislation or local ordinance.

4.4 NEW EMPLOYEES

The City agrees to notify the Union of the hiring of all new full-time Sworn Police Officers whose job classifications are covered by this Agreement within ten (10) working days of the date of hire.

photos, interviews or other documents regarding criminal, disciplinary or grievance/arbitration proceedings and/or the proceedings of an appropriate reviewing body, unless otherwise required by law.

ARTICLE VI -- GRIEVANCE PROCEDURE

6.1 PURPOSE AND FILING DEADLINES

It is the purpose of this Article to resolve as promptly and as expeditiously as possible any "grievance" as defined below.

6.2 DEFINITIONS

1. GRIEVANCE shall mean an allegation by the Union or affected employee that there has been a violation, misinterpretation or misapplication of any provision of the Agreement.
2. The failure of the Union or Grievant to act on any Grievance within the prescribed time limits set forth below will act as a bar to any further processing of the Grievance and/or Arbitration. If the City's designated representative fails to provide an answer within the time limits contained herein, the Grievance will be considered denied. Time limits, may, however, be extended by written agreement.
3. The term "Working Days," as it applies to the Grievance Procedure described in this Agreement, shall mean Monday through Sunday.

6.3 PROCEDURE

The party asserting a Grievance shall attempt to resolve the problem through informal communication with his/her immediate supervisor.

STEP 1. If the informal communication process with the immediate supervisor fails to resolve the problem, the Grievance may be presented, in writing, to the Chief of Police or, in his absence, his/her designee or the Mayor. Provided further, the designee shall have equal authority to the Chief of Police. The filing of the formal written Grievance at this step must be within fifteen (15) calendar days of the date of the occurrence or the employee's knowledge of the event giving rise to the Grievance. The written Grievance shall identify all Grievances, summarize all relevant facts, identify all provisions of the Agreement allegedly violated, and described the remedy which is requested.

The appropriate City Representative will arrange for a meeting to be held within ten (10) calendar days to review the Grievance. The City shall provide a written answer to the Grievant (with a copy to the Union if the Union is not the Grievant) within ten (10) days of the meeting.

STEP 2. The Union may refer the Grievance to the Mayor or the Mayor's designee by filing the same in writing within ten (10) calendar days of the Step 1 answer. At Step 2, each party shall have the right to include in its presentation such witnesses as it deems necessary to develop facts pertinent to the Grievance. A written answer, including reasons(s), shall be provided within ten (10) calendar days of the meeting provided for in this paragraph. Any issues not raised by the Union in Step 2 shall be considered waived.

STEP 3. If the Grievance is not resolved at Step 2, the Union may submit it to binding arbitration, provided written notice indicating such is filed with the Mayor's office within ten (10) calendar days of the rendered by the Mayor's office, or if no answer is filed, within ten (10) calendar days of the last day on which such answer was due. The Union shall promptly request the Federal Mediation & Conciliation Service to provide a panel of qualified Arbitrators from which the parties may make a selection.

The fees and expenses of the Arbitrator and the Federal Mediation & Conciliation Service shall be shared equally by the City and the Union. The Parties likewise shall share the expenses of any transcripts(s) which they may jointly request, but all other expenses which may be incurred by either party shall be borne by that party.

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 any question or fact as to whether or not 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 at Step 1. The Arbitrator shall have no authority to make a decision on any issue not so submitted or raised.

The Arbitrator shall be without 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 under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this section shall be final and binding upon the City, the Union and the employees.

6.4 TIME LIMIT FOR FILING

No Grievance shall be entertained or processed unless it is submitted within the specified time limits set forth in § 6.3 above and no arbitrator shall have any authority to render a decision on the merits of a grievance where the specified time limits were not complied with.

If the City does not answer a Grievance or an appeal thereof within the specified time limits outlined in this Article VI, § 6.3, the aggrieved employee may elect to treat that Grievance as denied at that step and timely appeal the Grievance to the next step.

ARTICLE VII -- DISCIPLINE AND DISMISSAL

7.1 EMPLOYEE SECURITY

Police Officers covered by this Agreement shall not be relieved from duty, suspended, discharged, or disciplined in any manner without the City having first established just cause, except that a Police Officer may be placed on investigative leave with or without pay, during an investigation concerning alleged misconduct of the officer. This in no way limits the authority of the City to take action consistent with the law.

7.2 PERFORMANCE EVALUATION & DISCIPLINE

It is expressly understood between the parties that evaluation of employee is a management right. As such, the evaluation instrument and/or the evaluation scores are not subject to the grievance procedure outlined in Article VI of this Agreement. All Police Officers covered by this Agreement shall be allowed to meet with his/her supervisor to review their evaluation document and, in a separate document, provide his/her response to the evaluation.

7.3 ACCESS TO PERSONNEL FILES

Individual Officers shall have reasonable access to their own individual personnel files at least once each calendar year upon prior written notice to the Chief of Police or his designee, pursuant to the Illinois Personnel Record Review Act, 820 ILCS 40/0.1, et seq.

The City agrees that such access to personnel files will be granted not more than thirty (30) calendar days after the initial written request is submitted. Upon request, and at the expense of the requesting Officer, the City will provide a copy or requested documents from his/her personnel file.

If any State of Illinois or Federal law holds that certain specific materials in such files need not be made available to individual Officers, then such materials may be withheld by the City.

Any oral or written reprimand(s) issued against a Police Officer for any matter which is not repeated by said Police Officer for over two (2) years cannot be used for any purpose whatsoever with regard to that Police Officer as to any evaluation, promotion and/or discipline.

7.4 DISCIPLINARY SEQUENCE

The typical disciplinary sequence for any employee covered by this Agreement shall be: (1) Verbal Warning; (2) Written Warning, with a copy to the employee's personnel file; (3) Suspension; and (4) Dismissal, provided, however, the City has the right to impose non-progressive discipline depending on the circumstances surrounding and the severity of the misconduct. Disciplinary action, up to and including termination of employment, shall be for a violation of a City Ordinance, County, State or Federal law, or for violations of the current or

future City of Fairbury Police Department Policy Manual or rules and regulations, as such rules and regulations which have been explained or reduced to writing and made available to employees. Employees are required to read and be familiar with the Police Department Policy Manual, rules and regulations. Any such disciplinary action shall be administered in a timely manner.

7.5 Jurisdiction

The parties acknowledge that the City of Fairbury Police & Fire Committee have exclusive jurisdiction of appeal of all suspensions greater than five (5) days as well as for discharge of a member officer, although nothing in this Agreement affects the right of Administrative Review of a decision by the Police & Fire Committee pursuant to Illinois Civil Procedure 735 ILCS 5/3-101 *et seq.*, "Administrative Review."

ARTICLE VIII -- SENIORITY

8.1 DEFINITION OF SENIORITY

Seniority shall be used only as set forth within this Article VIII.

"Seniority" as used in this Agreement simply refers to the most recent date of hire of a Police Officer with the City of Fairbury or, in the event of a transfer, the most recent date of transfer into the Police Department from some other City employment capacity.

In all cases, the seniority rights of full-time Sworn Fairbury Police Officers who have successfully completed their probationary periods shall take precedence over any seniority rights deemed to be held by part-time Officers, Temporary Officers, or Retired Officers who have returned to work on a part-time, temporary or consulting basis.

8.2 SENIORITY LIST

The City agrees to prepare a Seniority List on an annual basis, not later than December 31st of each year, and to provide the Union with a copy of such list. The Union will timely advise the City of any possible Seniority List errors or omissions.

8.3 PROBATIONARY PERIOD SENIORITY

All newly-hired or transferred Police Officers shall be considered probationary employees, and shall not be entitled to exercise seniority, until they successfully complete a probationary period of eighteen (18) months from the date of his hire or the date of his Certification by the State of Illinois, whichever is later. The Chief of Police may, at his discretion, extend the probationary period of an individual Police Officer for one (1) time for no more than a six (6) month period. A Police Officer released from employment by the City during his/her original or extended probationary period cannot challenge his/her release via Article VI of this Agreement.

8.4 ACCRUAL AND NON-ACCRUAL OF SENIORITY

Seniority shall accrue on a continuous basis following the eighteen (18) month probationary period.

Seniority shall not accrue during any periods in which an Officer is on an unpaid authorized leave of absence or an unpaid disciplinary suspension in excess of thirty (30) days. However, seniority shall continue to accrue during any sick leave or disability leave that an employee may experience, provided that such leave does not exceed twelve (12) months for a disability resulting from an on the job injury and six (6) months resulting from a non-on the job injury. After twelve (12) months of work related disability leave or after six (6) months of continuous non-job related leave, employee's seniority shall cease to accrue and be broken. Further, any employee who returns to work as a full-time Police Officer following an extended sick or extended disability leave within the applicable time limitations noted within this Section 8.4 shall be entitled to claim and exercise all Police Department seniority they have accumulated up to the point that their seniority ceased to accrue and, upon their return to active duty, the seniority of such employees shall once again continue to accrue.

Seniority shall be terminated whenever an employee resigns, is discharged for cause, quits, retires, is on a leave of absence which exceeds three (3) months, experiences a sick leave or disability leave which exceeds the periods set forth in this Section 8.4 or has been laid off as a result of a reduction in force and not recalled back in accordance with Section 8.5.

8.5 SENIORITY AND REDUCTION IN FORCE

In the event that a reduction in the number of full-time Police Officers becomes necessary, as determined by the City Council, the City agrees that no full-time Police Officer shall be laid off due to a reduction in force until after all part-time, temporary and/or auxiliary Officers have been laid off or terminated. Additionally, if a reduction in force does become necessary, it shall be implemented following the principle of reverse seniority.

Any full-time Police Officers removed from the force as a result of a reduction in force shall be subject to recall for a period of twelve (12) months from the date of layoff before any new employees are hired to replace them.

8.6 SENIORITY AND VACATION SCHEDULING

Vacations shall be selected and scheduled based on seniority before July 1 of each calendar year.

8.7 SENIORITY, SHIFT SCHEDULING AND DAYS OFF

The City agrees that seniority will be one of the determining factors in allowing Officers, other than a Sergeant or Lieutenant, to bid on or otherwise select the shifts they will work and the days they will be off. Other factors in making such determinations may include education, training, prior and experience and job performance. The final authority for making such determinations reside with the Chief of Police or his designee and shall reflect the overall staffing needs of the Department.

8.8 SENIORITY AND OVERTIME

The Chief of Police or his/her designee shall determine as whether scheduled or unscheduled overtime is necessary and who shall work such overtime. Factors such as experience, job performance, training, education, overall and individual shift staffing needs, and overtime hours of individual Police Officers shall be considered, but no one factor will be determinative. The City reserves the right to assign overtime to part-time Officers to cover officers absences due to the use of holiday time, sick time, vacation time, personal leave, investigative leave or disciplinary time off in its sole discretion.

8.9 MANDATORY OVERTIME AND OVERTIME COMPENSATION

Full-time Sworn Police Officers may be required to work overtime in both emergency and non-emergency situations. In either situation, overtime is subject to the authorization and approval by the Chief of Police or his designee. Any Officer who works more than eighty (80) hours in a scheduled two (2) week period shall be compensated for such time at the rate of one and one-half (1-1/2) times his regular hourly rate of pay.

8.10 TRADING OF SHIFTS

The City discourages the trading of shifts and trading of shifts between consenting Officers will be subject to the discretion of the Chief of Police or his/her designee. To be considered, any request for a shift trade must be submitted to the Chief of Police at least seventy-two (72) hours or less if exigent circumstances exist in advance of the earliest shift's date/start. No shift trade will be considered or granted that results in overtime for either the "trader" or "tradee."

ARTICLE IX – EMPLOYMENT PRACTICES & PROCEDURES

9.1 COURT APPEARANCE

The Fairbury Police Department Court Appearance Policy which, among other things provides officers with guidelines for scheduling, preparing for and testifying in criminal court cases shall continue in effect (including a two (2) hour Court appearance minimum compensated at the individual Officer's straight or overtime rate, as appropriate) for the term of this Collective

Bargaining Agreement unless amended by mutual agreement of the City and ICOPs. The two (2) hour Court appearance minimum compensation will not be provided in the event an Officer receives a minimum twenty-four (24) hour notice not to appear.

9.2 CALL IN COMPENSATION

The City agrees that any officer called in to perform services outside his/her regularly scheduled hours will be provided a minimum two (2) hours call in pay, to be paid at his/her overtime rate of pay, if overtime applies.

9.3 FAIRBURY RESIDENCY REQUIREMENT

Full-time sworn current and future Police Officers shall establish residency within a twenty-five (25) mile radius of Fairbury City Hall within one (1) year of the date of being hired and shall maintain said residency within the twenty-five mile (25) radius of Fairbury City Hall throughout the period of his or her employment by the City. If a full-time Police Officer has not established residency within a twenty-five (25) mile radius of Fairbury City Hall within one (1) year of the date of being hired, he or she may request an extension of said time limit from the corporate authorities for up to six (6) months for good cause shown. Failure to abide by the terms of this subsection shall be cause for termination of employment. For good cause shown, the corporate authorities may grant an employee temporary permission to reside outside the twenty-five mile (25) radius of Fairbury City Hall for a period of up to six (6) months. The parties to this Agreement agree that in order to work as a full-time Fairbury Police Officer, all current and future Officers employed by the City of Fairbury throughout the lifetime of this Agreement must possess a valid Driver's License recognized by the State of Illinois and must live within the recognized twenty-five (25) mile radius of Fairbury City Hall as it now or may hereafter exist.

9.4 BODY ARMOR/DRESS AND GROOMING STANDARDS

The City agrees to provide each Police Officer who has been employed at least one (1) year up to \$625 for FY 2019; \$650 for FY 2020; \$675 for FY 2021 to purchase body armor/clothing, etc. for his use in the performance of his duties on behalf of the City. Each purchase shall be subject to the prior approval of the Chief of Police, approval which will not be unreasonably withheld. In addition, each purchase must be evidenced by a receipt acceptable to the City. No monies remaining at the end of the fiscal year will be paid to an individual officer as compensation. The City agrees, however, that monies unspent by an individual officer, up to but not exceeding \$200.00 for any contract years, may be rolled over for use by that Officer in the succeeding fiscal year for purchases consistent with this provision. Body armor will be replaced by the City based upon when the manufacturers recommended life expectancy has been reached.

9.5 SECONDARY EMPLOYMENT

The City agrees that all full-time sworn Police Officers covered by this Agreement who desire to take on secondary employment may do so upon approval of the Chief of Police or his designee

which shall not be unreasonably withheld but which shall be in accordance with the Secondary Employment policy of the Fairbury Police Department. Prior to accepting secondary employment, the officer shall submit a request to the Chief of Police or his designee for approval. It shall state, among other information, the name of the secondary employer, a contact person, the nature of the secondary employment and the expected days and hours of work per week.

9.6 RULES, REGULATIONS, POLICIES AND PROCEDURES

The Chief of Police or his designee will distribute to all covered Officers, copies of all City and Police Department Rules, Regulations, Procedures and/or Policies that pertain to Police work and the specific duties of full-time Sworn Fairbury Police Officers upon hire and orientation, as amended or revised, or at other appropriate times. Officers will sign a cover sheet indicating that they have received and are responsible to become familiar with such Rules, Regulations, Procedures and/or Policies.

The City reserves the right, in its discretion, to amend or revise existing or implement new Rules, Regulations, Procedures and/or Policies during the term of the Collective Bargaining Agreement. In the event, however, that any existing or future Rule, Regulation, Procedure and/or Policy directly conflicts with the Articles or Sections of this Agreement, this Agreement shall control.

9.7 LATERAL TRANSFERS

The Mayor, in his discretion, with input from the Chief of Police, shall determine the initial hourly wage rate to be provided a laterally-hired Officer provided, however, the City will not provide a lateral transfer an hourly rate of compensation which exceeds that hourly rate earned by a City of Fairbury Police Officer with an equal length of experience. In determining the hourly wage rate to be provided a laterally hired Officer, the Mayor and Chief of Police may consider multiple factors including, but not limited to, the needs of the City and its fiscal capabilities; available applicants; the experience of an applicant, inclusive of his/her job related education, training and/or employment, etc. A laterally-hired Officer is considered a newly-hired Officer for purposes of seniority.

9.8 PART-TIME OFFICERS

The City retains the right to utilize Part-Time Officer(s) so long as they are certified to perform tasks as an Officer and so long as the employment of a Part-Time Officer(s) supplements but does not supplant any Full-Time Officer covered by this Collective Bargaining Agreement. Part-Time Officers will not be subject to or covered by the terms of this Collective Bargaining Agreement.

ARTICLE X – HOLIDAYS AND LEAVES

10.1 HOLIDAYS

The City recognizes the following as paid holidays for any full-time Police Officers who has completed his/her probationary period:

New Year's Day
Washington's Birthday
Good Friday
Memorial Day
July 4th
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day

An eligible full-time employee shall receive eight (8) hours pay for the holidays recognized above. An employee working a holiday will be compensated at the rate of 1.5 times their regular rate of pay. There will be no pyramiding of regular overtime pay and holiday premium pay.

The Union and the City acknowledge, however, that the City must provide police services on the recognized holidays and any employee working a recognized holiday shall receive contractual holiday pay plus his/her rate of pay times those hours worked on that day.

10.2 SICK LEAVE

A full-time Police Officer who has completed twelve (12) months of full-time employment shall, in subsequent years of employment with the City, accumulate one (1) day of sick leave per month. Sick Leave may be used for an absence caused by his or her own illness or injury or that of a spouse or child. Sick Leave must be used in eight (8) hour increments and, upon the request of the Chief of Police, a verification of illness/injury may be required for any sick leave exceeding one (1) work day.

Sick Leave unused at the end of a calendar year may accumulate but in no event shall sick leave accumulation exceed sixty (60) days and, upon retirement or voluntary quit, a maximum of thirty (30) days are to be paid out.

10.3 PERSONAL LEAVE DAYS

The City agrees that all full-time Sworn Police Officers may utilize, as personal leave days, five (5) earned sick days per year. Subject to the approval of the Chief and Police, these five (5) personal leave days can be taken by a full-time Police Officer for personal business.

A full-time Police Officer seeking to utilize a personal leave day must submit his/her written request a minimum of forty-eight (48) hours in advance of the personal day sought. In the event of an emergency or unforeseen circumstances, the Chief of Police has discretion to grant a paid personal day with less than forty-eight (48) hours advance notice. Personal Leave Days cannot be taken in an increment of less than eight (8) hours and cannot accumulate from year to year.

10.4 BEREAVEMENT LEAVE

In the event of the death of an immediate family member, a Police Officer shall be permitted up to two (2) days of funeral pay (calculated at his/her base hourly rate times the number of hours scheduled that work day) for the purpose of attending a wake or visitation and/or the funeral of the immediate family member on a day the Officer is scheduled to work. For purposes of this section "immediate family member" shall be defined as the spouse, child, brother, sister, father, mother, grandparent or grandchild of the full-time Police Officer.

10.5 MILITARY LEAVE

The parties shall agree that they will be bound by applicable State and Federal legislation governing military leave requirements for the duration of this Collective Bargaining Agreement.

ARTICLE XI – VACATION LEAVE

11.1 VACATION

A full-time Police Officer who has successfully completed his/her probationary period shall earn paid vacation as follows:

More than 1 year, less than 2 years	-	40 hours
More than 2 years, less than 8 years	-	80 hours
More than 8 years, less than 15 years	-	120 hours
More than 15 years	-	160 hours

Vacations must be taken in 40 hour/5 day increments, are to be taken in the year earned and do not accumulate from year to year. Any full-time Police Officer with more than two (2) weeks vacation is expected to take a minimum of two (2) weeks vacation but may elect to "sell" vacation weeks, in excess of two (2), to the City. A full-time Police Officer with four (4) weeks vacation must be taken two (2) weeks vacation between January 1 and June 30 and two (2) weeks between July 1 and December 31 of each calendar year.

ARTICLE XII -- HEALTH & WELFARE BENEFITS

12.1 MEDICAL INSURANCE

The City agrees to maintain, during the course of the Collective Bargaining Agreement, medical insurance. Medical insurance premiums for the individual full-time Police Officer shall be paid for by the City while any insurance premiums for dependents and/or family of the full-time Police Officer, shall be paid by the individual Police Officer.

The City retains the right, during the term of the Collective Bargaining Agreement to change carriers, alter benefit levels and/or deductibles, consistent with those benefits provided other City employees.

12.2 DISABILITY BENEFIT

The City will comply with the Public Employee Disability Act (5 ILCS § 3451).

12.3 FAIRBURY POLICE PENSION PLAN

The City will continue, for the remainder of the Collective Bargaining Agreement, to participate in the Illinois Municipal Retirement Fund. To be eligible to participate, Police Officers must continue to contribute at a level of not less than 4.5% of their wages.

12.4 DEATH BENEFITS

The City, through IMRF, provides a life insurance policy to all full-time sworn Police Officers.

ARTICLE XIII -- WAGES

The wages provided full-time Police Officers include two (2) potential components, wage rates and longevity pay. Each of those components are outlined below.

13.1 WAGE RATE

First Payroll Period After May 1, 2019	.50/hr - increase
First Payroll Period After May 1, 2020	.50/hr - increase
First Payroll Period After May 1, 2021	.50/hr - increase

Any Police Officer assigned as a K-9 Officer shall be compensated at the rate of \$1,000, to be paid in two \$500 increments, the first increment to be paid on May 1st and the second increment to be paid on November 1st, to cover kennel time for the K-9 Officer on his/her non-working days.

13.2 LONGEVITY PAY

In addition to the Hourly Wage Rates set forth in Section 13.1, above, all full-time Police Officers shall be eligible for longevity pay. Longevity shall be measured from May 1, 2007, or an Officer's most recent date of hire, whichever date is later. For example, an Officer employed by the City of Fairbury as of May 1, 2007 shall be eligible for three (3) year longevity pay on May 1, 2010; six (6) year longevity pay on May 1, 2013; and ten (10) year longevity pay on May 1, 2017. Calculation of longevity pay for any officer not employed by the City of Fairbury on May 1, 2007 will be based on his/her date of hire.

3 years	-	5% added to base pay
6 years	-	3% added to base pay
10 years	-	3% added to base pay

13.3 STIPEND

The City will provide a fiscal year (May 1 - April 30) Stipend to each Sergeant and Lieutenant as follows:

Lieutenant	\$4,000
Sergeant	\$2,500

As in the past, the Stipend will be paid over the course of the fiscal year and is not considered an element of overtime compensation.

The Lieutenant position will not be filled once vacated by its current occupant.

ARTICLE XIV – MISCELLANEOUS WORKING CONDITIONS

14.1 EQUIPMENT SAFETY

The City agrees that no unsafe or improperly maintained or non-functioning equipment, including patrol cars, radios, computers, lights, sirens and other equipment that is in regular use shall be knowingly assigned to Officers covered by this Agreement.

14.2 DRUG AND ALCOHOL POLICY

Union agrees to City's drug policy which will be attached to the contract as an addendum. Any bargaining unit member who tests positive shall be subject to immediate termination.

14.3 TEMPORARY LIGHT DUTY ASSIGNMENTS

Officers who are injured, disabled or ill may be assigned to light-duty work during an incapacity not exceeding six (6) months, at the discretion of the Chief of Police and the City Council. Temporary light-duty assignments may be made on a case-by-case basis and must balance the

needs of the Fairbury Police Department against the capabilities and medical needs of the individual Officer as well as the recommendations of the Officer's medical provider.

14.4 LATERAL TRANSFERS

The Mayor, in his discretion, with input from the Chief of Police, shall determine the initial hourly wage rate to be provided a laterally-hired Officer provided, however, the City will not provide a lateral transfer an hourly rate of compensation which exceeds that hourly rate earned by a City of Fairbury Police Officer with an equal length of experience. In determining the hourly wage rate to be provided a laterally hired Officer, the Mayor and Chief of Police may consider multiple factors including, but not limited to, the needs of the City and its fiscal capabilities; available applicants; the experience of an applicant, inclusive of his/her job related education, training and/or employment, etc. A laterally-hired Officer is considered a newly-hired Officer for purposes of seniority.

ARTICLE XV -- SEVERABILITY

In the event any Article, paragraph, section or sub-section of this Agreement shall be held invalid or unenforceable by current or subsequent legislation, ordinance, administrative tribunal or Court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties shall, upon the request of either party, commence good faith bargaining over possible replacement language for the invalidated section, sub-section or portion of this Agreement.

ARTICLE XVI -- ENTIRE AGREEMENT

This Agreement constitutes the complete and entire Agreement between the parties. This Agreement supersedes and cancels all prior practices and Agreements, whether written or oral, only to the extent such practices, policies or agreements conflict with the express terms of this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the parties waive the right to negotiate on any issue whether known or unknown and that the understandings and Agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Before making any changes in working conditions not contained in this Agreement and/or existing practices on polices which are mandatory topics of bargaining, the City shall notify the Union of its intention to make the proposed changes. Upon such notification, and if requested by the Union, the City shall meet with the Union and discuss such changes before implementation.

ARTICLE XVII -- DURATION

This Agreement shall be effective on the date of its execution by both parties or as otherwise specifically indicated in the Agreement and shall remain in full force and effect through 11:59 p.m. on the 30th day of April, 2022.

Either party may notify the other in writing no less than sixty (60) days prior to the expiration date of this Agreement that it desires to modify or terminate this Agreement.

Agreed to, signed and entered into this 19th day of June, 2019.

Illinois Council of Police

City of Fairbury

Richard L. Burt

D. S. Gel

SIDE LETTER

Notwithstanding Article XII, Section 12.1 of the Agreement, the City will continue to observe Resolution No. 2000-2-16B. It is understood, however, that Resolution No. 2000-2-16B does not apply to any Police Officer covered by this Agreement hired after February 16, 2000. It is also understood that Resolution No. 2000-2-16B applies only to any Police Officer covered by this Agreement hired before February 16, 2000 who remains employed by the City without any break in seniority.



City of Fairbury



Illinois Council of Police (ICOPs)

APPENDIX "A"

Illinois Compiled Statutes
Local Government
Uniform Peace Officers' Disciplinary Act
50 ILCS 725/

(50 ILCS 725/1) (from Ch. 85, par. 2551)

SECTION. 1. This Act shall be known and may be cited as the Uniform Peace Officers' Disciplinary Act".

(Source: P.A. 83-981.)

(50 ILCS 725/2) (from Ch. 85, par. 2552)

SECTION 2. For the purposes of this Act, unless clearly required otherwise, the terms defined in this Section have the meaning ascribed herein:

(a) "Officer" means any peace officer, as defined by Section 2-13 of the Criminal Code of 1961, as now or hereafter amended, who is employed by any unit of local government or a State college or university, including supervisory and command personnel, and any pay-grade investigator for the Secretary of State as defined in Section 14-110 of the Illinois Pension Code, not including Secretary of State sergeants, lieutenants, commanders or investigator trainees. The term does not include crossing guards, parking enforcement personnel, traffic wardens or employees of any State's Attorney's office.

(b) "Informal inquiry" means a meeting by supervisory or command personnel with an officer upon whom an allegation of misconduct has come to the attention of such supervisory or command personnel, the purpose of which meeting is to mediate a citizen complaint or discuss the facts to determine whether a formal investigation should be commenced.

(c) "Formal investigation" means the process of investigation ordered by a commanding officer during which the questioning of an officer is intended to gather evidence of misconduct which may be the basis for filing charges seeking his or her removal, discharge or suspension in excess of three (3) days.

(d) "Interrogation" means the questioning of an officer pursuant to the formal investigation procedures of the respective State agency or local governmental unit in connection with an alleged violation of such agency's or unit's rules which may be the basis for filing charges seeking his or her suspension, removal, or discharge. The term does not include questioning (1) as part of an informal inquiry or (2) relating to minor infractions of agency rules

which may be noted on the officer's record but which may not in themselves result in removal, discharge or suspension in excess of three (3) days.

(e) "Administrative proceeding" means any non-judicial hearing which is authorized to recommend, approve or order the suspension, removal, or discharge of an Officer. (Source: P.A. 90-577, eff. 1-1-99.)

(50 ILCS 725/3) (from Ch. 85, par. 2553)

SECTION 3. Whenever an Officer is subjected to an interrogation within the meaning of this Act, the interrogation shall be conducted pursuant to Sections 3.1 through 3.11 of this Act. (Source: P.A. 83-981.)

(50 ILCS 725/3.1) (from Ch. 85, par. 2554)

SECTION 3.1. The interrogation shall take place at the facility to which the investigating Officer is assigned, or at the precinct or police facility which has jurisdiction over the place where the incident under investigation allegedly occurred, as designated by the investigating officer. (Source: P.A. 83-981.)

(50 ILCS 725/3.2) (from Ch. 85, par. 2555)

SECTION 3.2. No Officer shall be subjected to interrogation without first being informed in writing of the nature of the investigation. If an administrative proceeding is instituted, the Officer shall be informed beforehand of the names of all complaints. The information shall be sufficient as to reasonably apprise the Officer of the nature of the investigation. (Source: P.A. 83-981.)

(50 ILCS 725/3.3) (from Ch. 85, par. 2556)

SECTION 3.3. All interrogations shall be conducted at a reasonable time of day. Whenever the nature of the alleged incident and operational requirements permit, interrogations shall be conducted during the time when the Officer is on duty. (Source: P.A. 83-981.)

(50 ILCS 725/3.4) (from Ch. 85, par. 2557)

SECTION 3.4. The Officer under investigation shall be informed of the name, rank, and unit or command of the Officer in charge of the investigation, the interrogators, and all persons present during any interrogation except at a public administrative proceeding. (Source: P.A. 94-344, eff. 1-1-06)

(50 ILCS 725/3.5) (from Ch. 85, par. 2558)

Sec. 3.5. Interrogation sessions shall be of reasonable duration and shall permit the officer interrogated reasonable periods for rest and personal necessities. (Source: P.A. 83-981.)

(50 ILCS 725/3.6) (from Ch. 85, par. 2559)

SECTION 3.6. The Officer being interrogated shall not be subjected to professional or personal abuse, including offensive language. (Source: P.A. 83-981.)

(50 ILCS 725/3.7) (from Ch. 85, par. 2560)

SECTION 3.7. A complete record of any interrogation shall be made, and a complete transcript or copy shall be made available to the Officer under investigation without charge and without undue delay. Such record may be electronically recorded. (Source: P.A. 83-981.)

(50 ILCS 725/3.8) (from Ch. 85, par. 2561)

SECTION 3.8. Admissions; counsel; verified complaint.

(a) No Officer shall be interrogated without first being advised in writing that admissions made in the course of the interrogation may be used as evidence of misconduct or as the basis for charges seeking suspension, removal, or discharge; and without first being advised in writing that he or she has the right to counsel of his or her choosing who may be present to advise him or her at any stage of any interrogation.

(b) Anyone filing a complaint against a sworn Peace Officer must have the complaint supported by a sworn affidavit. (Source: P.A. 93-592, eff. 1-1-04.)

(50 ILCS 725/3.9) (from Ch. 85, par. 2562)

SECTION 3.9. The Officer under investigation shall have the right to be represented by counsel of his or her choosing and may request counsel at any time before or during interrogation. When such request for counsel is made, no interrogation shall proceed until reasonable time and opportunity are provided the Officer to obtain counsel.

If a collective bargaining agreement requires the presence of a representative of the collective bargaining unit during investigations, such representative shall be present during the interrogation, unless this requirement is waived by the Officer being interrogated. (Source P.A. 83-981.)

(50 ILCS 725/3.10) (from Ch. 85, par. 2563)

SECTION 3.10. Admissions or confessions obtained during the course of any interrogation not conducted in accordance with this Act may not be utilized in any subsequent disciplinary proceeding against the Officer. (Source: P.A. 83-981.)

(50 ILCS 725/3.11) (from Ch. 85, par. 2564)

SECTION 3.11. In the course of any interrogation no Officer shall be required to submit to a polygraph test, or any other test questioning by means of any chemical substance, except with the Officer's express written consent. Refusal to submit to such tests shall not result in any disciplinary action nor shall such refusal be made part of his or her record. (Source: P.A. 83-981.)

(50 ILCS 725/4) (from Ch. 85, par. 2565)

SECTION 4. The rights of Officers in disciplinary procedures set forth under this Act shall not diminish the rights and privileges of Officers that are guaranteed to all citizens by the Constitution and laws of the United States and of the State of Illinois. (Source: P.A. 83-981.)

(50 ILCS 725/5) (from Ch. 85, par. 2566)

SECTION 5. This Act does not apply to any Officer charged with violating any provisions of the Criminal Code of 1961, or any other Federal, State, or local criminal law. (Source: P.A. 83-981.)

(50 ILCS 725/6) (from Ch. 85, par. 2567)

SECTION 6. The provisions of this Act apply only to the extent there is no collective bargaining agreement currently in effect dealing with the subject matter of this Act. (Source: P.A. 83-981.)

(50 ILCS 725/7) (from Ch. 85, par. 2568)

SECTION 7. No Officer shall be discharged, disciplined, demoted, denied promotion or seniority, transferred, reassigned or otherwise discriminated against in regard to his or her employment, or be threatened with any treatment as retaliation for or by reason of his or her exercise of the rights granted by this Act. (Source: P.A. 83-981.)

MEMORANDUM OF UNDERSTANDING

NOW COME the Parties hereto, **THE CITY OF FAIRBURY** (the "City"), and the **ILLINOIS COUNCIL OF POLICE (ICOPs)** (the "Union"), and enter into this Memorandum of Understanding Enter into this MOU that provides for the following:

UNDERSTANDING

So long as Chris Edward is employed in the Sergeant position, the stipend he receives as Sergeant will be included in his base pay.

So long as Keith Simmerling is employed in the Corporal position, the stipend he receives as Corporal will be included in his base pay.

Any other stipend payable to Edwards, Simmerling or any other employee will be paid as a stipend and not included in base pay.

To the extent Chris Edwards, Keith Simmerling or Drew Chase act as a Field Training Officer, they will be paid one hour of additional pay at their regular rate of pay per full day as FTO. This additional pay will not be counted as hours worked for the purposes of calculating overtime.

AGREED AND ACCEPTED

CITY OF FAIRBURY

D. Szel 6/19/2019
Date

Date

**ILLINOIS COUNCIL OF POLICE
(ICOPs)**

Richard L. Brund 25 JUNE 2019
Date

Date

Date