

**AGREEMENT**

***Between***

***The Mayor and City Council of the City of LeRoy, Illinois***

***And***

***Illinois Council of Police***

***Covering LeRoy Police Officers***

***May 1, 2018 through April 30, 2021***

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**ARTICLE I  
PREAMBLE**

**OBJECTIVE OF THE PARTIES**

*The Union, having been certified by the Illinois Labor Relations Board as collective Bargaining Agent for all Police Officers and Sergeants employed by the City (hereinafter referred to as "police officer"), excluding all sworn police officers in the rank of Lieutenant and above, any employees excluded from the definition of "peace officer" as defined in Section 3(k) of the Illinois Public Labor Relations Act, and all other managerial, supervisory, confidential, short-term and professional employees as defined by the Act, as amended, and the City, having voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting certain relations between them, and the intention of the parties to this Agreement being to provide for the appropriate wage structure, hours of employment, working conditions and benefits, and orderly and expeditious Grievance Procedure, while maintaining the inherent right of the City to effectively and efficiently manage the affairs of the City on a day to day basis, all as set forth herein, the parties therefore agree to the following:*

**UNION**

*The "UNION" as used in this Agreement shall mean Illinois Council of Police, or their Chapter Representative.*

**CITY**

*The term "City" as used in this Agreement shall mean the City of LeRoy, Illinois, the Mayor and City Council. All references with respect to an action to be taken or a decision to be made shall be understood to mean the City Council, or an authorized representative of the City Council.*

**ARTICLE II  
RECOGNITION**

**REPRESENTATION AND BARGAINING UNIT**

*The City recognizes the Union as the sole and exclusive certified bargaining agent for all the full-time police officers below the rank of Lieutenant of the City of LeRoy, excluding all other employees of the Police Department described above in the Preamble and the City of LeRoy including all confidential and managerial employees and supervisors within the meaning of the Illinois Public Labor Relations Act.*



### **ARTICLE III MANAGEMENT RIGHTS**

*It is recognized that the City has and will continue to retain the rights and responsibilities to direct and govern the affairs of the City in all of its various aspects. Among the rights vested and retained exclusively by the City, and except as limited by a specific provision of this Agreement, are the City's right to formulate and develop policies, practices and procedures for governance of the City and the conduct of the police department, the right to from time to time, to change or abolish such policies, practices or procedures; the right to direct the working forces, to maintain order and suspend, to discipline and discharge any employee for just cause shown; to hire, lay off or relieve employees from duties because of lack of work or for other reasons; to schedule shifts, to plan, direct and control all the operations and services of the City; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to determine whether goods or services shall be made or purchased; to determine and to select the equipment to be used in the City's operations and, from time to time, to change or to discontinue the use of any equipment and to select new equipment for its operations, including equipment for new operations, to make and enforce reasonable work rules and regulations and to enforce penalties for any such violations; to enact any additional reasonable work rules and regulations during the term of this Agreement; to maintain and promote safety; to change or eliminate existing methods, equipment or facilities; to subcontract out goods and services; provided, however, that the exercise of any of the above rights shall not conflict with any of the expressed written provisions of this Agreement. The foregoing is intended by way of illustration and not in limitation of any customary or usual function of management or governance, all of which are expressly retained by the City.*

*The City agrees to notify the Union and to meet and confer if a decision to sub-contract services is considered which would result in the layoff, or dismissal of any such employee. It is understood and agreed by the parties to this Agreement that any decision on the part of the City with respect to sub-contractor shall be final, and shall not be subject to the grievance and arbitration procedures; provided however, that any such action taken by the City which results in the layoff, or dismissal of any employee may be appealed by that employee through the Grievance and Arbitration Procedure, as provided for in this Agreement.*

### **ARTICLE IV UNION BULLETIN BOARDS**

*The City will make available one bulletin board at the Police Department to be used for the posting of notices of Union meetings, Union elections, and other Union activities provided, however, that no notices of a political or inflammatory nature shall be posted.*

*All notices will be submitted to the Department Head for posting.*

## **ARTICLE V UNION RIGHTS**

### **ACTIVITY DURING WORKING HOURS**

*In the event of a previously scheduled hearing or meeting that has been called or approved by the City, Employees shall, after giving appropriate notice to their supervisor, be allowed reasonable time off during regular working hours, with pay, to attend grievance hearings or meetings called and agreed to by the City, provided such employees are entitled or required to attend such meetings by virtue of being Union representatives, witnesses or grievant, and such attendance does not unreasonably interfere with the City's operations.*

## **ARTICLE VI GENERAL PROVISIONS**

### **Section 1 - NO DISCRIMINATION**

*Neither the City nor the Union nor any bargaining unit member of the Police Department shall discriminate against any employee covered by this Agreement because of Union membership or non-membership, or because of race, color, religion, sex, national origin, citizenship, ancestry, age, order of protection status, marital status, disability, military status, sexual orientation (and gender identity), unfavorable military discharge or any other protected trait under federal, state or local law.*

### **Section 2 - UNION ACTIVITY**

*The City and the Union agree not to interfere with the rights of employees to become or not to become members of the Union and, further, that there shall be no discrimination or coercion against any employee because of Union membership or non-membership.*

*As a condition of acquiring or retaining membership in the Union, it is expressly understood that an employee shall be required only to tender the initiation fees and the periodic Fair Share dues or fees uniformly required of all members that are associated with the costs incurred by the Union related to collective bargaining, contract administration and grievance administration.*

*The Union agrees that it will not unreasonably deny membership to any employee covered by this Agreement who makes application for membership into the Union, and the same terms and conditions generally applicable to members of the Union shall be used to determine the merits of said application. If the Union shall refuse to accept any applicant as a member of the Union for any reason other than failure to pay the initiation fees or periodic dues as defined in this Section, employment of such person by the City may be continued irrespective of the provisions of the Agreement.*



## **ARTICLE VII CHAPTER REPRESENTATIVE**

*The City recognizes the right of the Union to designate one (1) Chapter Representative and one (1) Alternate Chapter Representative. The selection of the Chapter Representative is the function of the Union and the Union must notify the City in writing of the name of the Chapter Representative and the Alternate Chapter Representative before the City will recognize such designated representative. At no time shall a Chapter Representative or Alternate Chapter Representative be discriminated against because of the faithful performance of such duty. The Chapter Representative shall perform all duties under the terms of this contract and under the direct supervision of the Business Manager. Said duties include, but are not limited to, the processing of any grievances filed by any member of the bargaining unit over the administration of this Agreement.*

## **ARTICLE VIII CHECK-OFF OF UNION DUES**

### **SECTION 1 - DUES DEDUCTION**

*The City agrees to deduct Union dues from the pay of those employees who individually request it and who have signed proper legal written authorization for such deductions. Upon receipt of a written and signed authorization card from an employee, the City shall deduct the amount of Union dues and initiation fee, if any, set forth in such card and any authorized increase therein, and shall remit such deductions monthly to the Financial Secretary of the Union at the address designated by the Union in accordance with the laws of the State of Illinois. In the event any employee revokes in writing the previously provided written authorization, the City shall only be obligated to withhold the fair share amount. The Union shall advise the City of any increase in dues or Fair Share Fees, in writing, at least thirty (30) calendar days prior to its effective date.*

### **SECTION 2 – INDEMNIFICATION**

*The Union shall indemnify and hold harmless the City, together with its agents, employees, representatives and any elected official, against any and all claims, demands, suits, court costs and expenses, including reasonable attorneys fees, or other forms of liability, which shall arise out of or by reason of any actions taken by the City, pursuant to the provisions of this Article, relating to the withholding of dues or Fair Share Fees from any police officer. In the event that any claim shall be asserted or filed against the City within the scope of this Indemnification, the Union shall, at City's option, either provide legal defense acceptable to the City or timely pay (within 15 days of City providing demand and each summary invoice(s) of costs and fees incurred) the City's costs and legal fees incurred to provide its own defense in response to such asserted or filed claims.*

**ARTICLE IX  
HOURS OF WORK & OVERTIME**

**SECTION 1 - HOURS OF WORK**

A. Patrol officers covered in this agreement will normally work 12 hour shifts. K-9 Officers will normally work a 11 hour shift to accommodate for state required daily K-9 maintenance. The K-9 officer will have the discretion to start one hour late or end one hour early on each shift provided another officer is on duty to accommodate the 11 hour schedule and will be paid for 12 hours for the shift. Starting and quitting times, hours of work and days worked may be changed by the City within 24 hours of the change, the Union must be notified in writing.

B. Patrol officers shall work an 84 hour pay period completed in a fourteen (14) day cycle always beginning on a Monday and ending on a Sunday. These cycles will be in accordance with the pay dates of the City of Leroy. Officer will be paid every two weeks on Friday.

C. Without limiting the right of the City to change the work shifts during the term of this Agreement as set forth in Section I(A), Patrol officers shifts will be as follows:

1. **Shift A:** 0700-1900 beginning first Monday pay period, 60 hours week 1 and 24 hours week 2.
2. **Shift B:** 0700-1900 beginning first Wednesday of pay period, 24 hours week 1 and 60 hours week 2.
3. **Shift C:** 1900-0700 beginning first Monday of pay period, 60 hours week 1 and 24 hours week 2.
4. **Shift D:** 1900-0700 beginning first Wednesday of pay period, 24 hours week 1 and 60 hours week 2.
5. **Shift E:** 1400-0200 beginning first Monday pay period, 60 hours week 1 and 24 hours week 2. This will be the first shift to be used to backfill open patrol shifts to reduce overtime and maintain 24 hour coverage.
6. **Shift F:** 1400-0200 beginning first Wednesday pay period, 24 hours week 1 and 60 hours week 2. This will be the first shift to be used to backfill open patrol shifts to reduce overtime and maintain 24 hour coverage.

D. No employee shall be permitted to work in excess of their normal work week except when so directed by the employee's department head, or supervisor. The City will not require employees to leave work early at the end of their work week so as to avoid overtime. Early dismissal will be by mutual agreement between the City and the Union.

E. Employees shall bid for any one of the shifts listed annually beginning in December by highest to lowest seniority for the following calendar year. Once shifts are



*established by the seniority list they will not be changed unless both parties mutually agree to swap shifts, as long as no overtime is created, and with the approval of the Chief of Police. (The first shift bid process will begin at the ratification of this contract or May 1, 2015 whichever is later.)*

*Employees may bid shifts in September annually but only to change shift for time of day. (No day shift to day shift bids). This is to give all employees an opportunity to spend rotating holidays with family. Bids shall be conducted by highest to lowest seniority. Once shifts are established by this process they will not be changed unless mutually agreed upon by both parties to switch and with approval of the Sergeant of Chief of Police.*

## **SECTION 2 - OVERTIME WORK**

*A. Compensation for authorized overtime work shall be at the rate of one and one-half times the employee's regular rate of pay. Overtime compensation shall be paid not later than the first payday following the pay period in which it was earned.*

*B. Employees shall be eligible to receive overtime compensation for all hours worked and paid leave received in excess of 84 hours during the fourteen day pay cycle.*

*C. All overtime work must have prior authorization by the employee's department head and failure to obtain proper authorization shall result in discipline. The department head shall maintain records of any overtime worked. Employees shall report all overtime hours to the Department Head.*

*D. The City will issue an overtime policy for employees to follow.*

## **SECTION 3 – COMPENSATORY TIME**

*A. Compensatory time may be taken in lieu of any overtime pay at a rate of 1 ½ times the normal rate. Police officers may have the option of taking all overtime as compensatory time due per 14-day duty schedule. It will be the responsibility of the police officer to notify the Chief of Police if the officer wishes to exercise said option on or before the conclusion of the 14-day cycle. If the police officer fails to notify the Chief of Police that s/he wishes to exercise the option of compensatory time, the officer shall then be paid for overtime accumulated during each respective 14-day duty cycle.*

*B. Compensatory time shall be turned into the Chief of Police or his designee to be logged into a master ledger. Compensatory time shall be allowed to accumulate and shall be utilized by the officer with the prior advance approval of the Chief of Police and in accordance with the needs of the Department. An employee's request to use accrued compensatory time will not be arbitrarily denied, unless approval would result in overtime liability to the City in excess of four (4) hours. Once an employee has received approval to use compensatory time off at a particular time, such time off will not be arbitrarily canceled by the City, unless*

*cancellation is necessary to avoid overtime liability to the City in excess of four (4) hours.*

- C. No officer shall be allowed to accumulate any more than 120 hours of compensatory time. In the event an officer ends employment with the City, the officer shall be paid for all accrued but unused compensatory time at normal hourly pay rates in effect at the time of separation.*

## **ARTICLE X HOLIDAYS**

*The following days shall be paid holidays for bargaining unit employees:*

<i>New Years Day</i>	<i>January 1</i>
<i>Good Friday</i>	<i>Friday prior to Easter</i>
<i>Memorial Day</i>	<i>Last Monday in May</i>
<i>Independence Day</i>	<i>July 4</i>
<i>Labor Day</i>	<i>First Monday in September</i>
<i>Thanksgiving Day</i>	<i>Fourth Thursday in November</i>
<i>Day after Thanksgiving</i>	<i>Fourth Friday in November</i>
<i>Christmas Eve</i>	<i>December 24th</i>
<i>Christmas Day</i>	<i>December 25<sup>th</sup></i>

*From time-to-time, and for certain special occasions, the City's Governing Body may, by motion, designate other days as special holidays on a one-time basis. In the event an additional City Holiday is granted to other City employees, Union or Non-Union, this collective bargaining unit will receive the same day or days as City Holidays to be paid as described in this contract for City holidays.*

*A. The actual calendar day of the holiday will be observed by bargaining unit members and will not be changed to a Friday or Monday.*

*B. Employees scheduled to, and who actually do work, a City recognized holiday(s) will earn both the regular rate of pay for every hour worked on the holiday as well as holiday pay at the regular rate of pay for every hour worked on the holiday. Employees who are not scheduled to work a holiday will receive 8 hours of regular pay.*

*C. To be eligible to receive pay for a designated holiday, an employee must not have been absent without leave either on their scheduled workday before or their scheduled workday after the holiday.*

*D. Part-time employees are not eligible to receive holiday pay.*



**ARTICLE XI  
DISCIPLINE AND WORK RULES**

**DEPARTMENTAL WORK RULES, POLICIES AND PROCEDURES**

*All applicable departmental work rules, policies and procedures shall be posted on the City's bulletin boards. In the event the City enacts amended, changed or new work rules, policies and procedures during the term of this Agreement, the City shall issue a written copy of any amended, changed or new work rules, policies and procedures to each officer at least ten (10) calendar days prior to their effective date. Absent emergency conditions necessitating immediate changes, prior to any change in any existing departmental work rules, policies or procedures, or the establishment of new departmental work rules, policies or procedures, the City shall notify the UNION in writing of the proposed change or addition, and the UNION shall be given an opportunity to discuss such contemplated proposal with the City. Provided the City timely provides such notice to the Union, nothing contained in this Agreement requires the City to either delay the effective date of any proposed change or otherwise obtain agreement of the Union to the proposed change. This notice to the Union and the opportunity to meet with the City shall not diminish the City's authority to promulgate work rules, policies or procedures.*

**ARTICLE XII  
PROGRESSIVE DISCIPLINARY PROCEDURES**

**SECTION 1 – POLICE OFFICERS' BILL OF RIGHTS**

*Nothing contained in this Agreement shall be construed to preclude the applicability of the Uniform Peace Officers' Disciplinary Act, (50 ILCS 725/1), commonly known as the Police Officers' Bill of Rights. In the event a sworn Police Officer covered by this agreement has reason to believe that the City has violated the Uniform Peace Officers' Disciplinary Act, he or she will have the opportunity to inform the City of this belief. Any alleged violation of this Act by the City shall not be subject to the grievance and arbitration procedures set forth in this Agreement, and shall be remedied by filing an action in a court of law.*

*Nothing in this Section is intended to or should be construed to waive employees' right to Union representation during questioning that the employees reasonably believe may lead to discipline. Provided an employee request the presence of a union representative, Employees shall have such rights as set forth in the United states Supreme Court Decision in NLRB v. Weingarten, 420 U.S. 251 (1975) and Department of Central Management Services and Corrections (Morgan Decision 1 PERI Par. 2020 (ISLRB, 1986).*

## **SECTION 2 – NO MEDIA EXPOSURE**

*Except as required by law either in accordance with the Illinois Sunshine Act, or otherwise, the City agrees that no written press releases or photos of any Officer under investigation shall be made available to the news media prior to a conviction on criminal charges or prior to a decision being rendered regarding any disciplinary action taken by the City and reviewed by an appropriate reviewing body.*

## **SECTION 3 – DISCIPLINE**

*The City may discipline any employee for just cause.*

*The City agrees with the concept of progressive and corrective disciplinary action. Discipline shall be imposed in accordance with the seriousness of the infraction. A major or particularly serious infraction, or a series of repeated infractions, may warrant the imposition of more severe disciplinary action, including discharge or suspension.*

*Progressive Discipline shall include, but not be limited to:*

### **A. ORAL WARNINGS**

*An oral warning represents an oral warning to employees for minor infractions. Oral warnings shall be reduced to writing and placed in an employee's personnel file. Oral warnings shall remain in effect until one (1) year passes without the employee receiving any further disciplinary action for similar or unrelated cases at which point it shall no longer be considered as active discipline for future discipline.*

### **B. WRITTEN WARNINGS**

*Written warning represents a notice to an employee to correct unacceptable behavior or the employee will be subject to suspension without pay or discharge.*

### **C. SUSPENSION**

*A suspension represents a suspension from work without pay for a significant infraction or a series of disciplinary incidents of the same nature.*

### **D. DEMOTION**

*A demotion is a reduction in rank for the employee.*

### **E. DISCHARGE**

*Discharge is the final step in the progressive disciplinary process and represents the termination of an employee's employment with the City. No employee will be discharged without first having a meeting with the Union and giving the employee an*



*opportunity to present his or her side of the dispute for which discipline is being administered.*

*Upon notification to and discussion with the Union, other conditions of employment may be imposed as part of the discipline such as a new probationary period on a case by case basis.*

### **ARTICLE XIII HANDLING OF DISCIPLINARY ACTIONS**

*If the City has reason to discipline any employee, it shall normally be done in a manner that will not embarrass the employee before other "City" employees or the public.*

*Oral and written warnings shall take effect at the time they are administered by the "City."*

*In cases involving suspension or discharge, the "City" shall schedule and conduct a pre-disciplinary meeting and inform the UNION. The pre-disciplinary meeting for discharge shall be with the City Administrator. The purpose of the meeting shall be to advise the employee in writing of the suspected unacceptable behavior, the potential discipline being contemplated and to allow the employee to respond to the suspected unacceptable behavior. "City" employee shall have the right to have a UNION representative present during these pre-disciplinary meetings.*

*In all disciplinary matters, the employee and the UNION shall receive a written notice of the unacceptable behavior identified and the discipline to be administered.*

*In the case of discharge, the employee and the UNION shall be notified in writing that the employee has been discharged, within forty eight (48) hours.*

*All disciplinary actions, including discharge, are subject to the Grievance and Arbitration Procedures.*

### **ARTICLE XIV PROBATIONARY PERIOD**

*A probationary period of one (1) year, or completion of PTI training, whichever is greater, will be imposed on any newly hired employee. During the probationary period the employee may be suspended, laid off, or terminated at the sole discretion of the City. No grievance shall be presented or entertained in connection with any disciplinary suspension, layoff, or termination of a probationary employee, provided further that this limitation does not preclude a probationary employee filing a grievance that does not raise or relate to discipline. The probationary period may be extended for an additional ninety (90) days if the City determines more time is needed to observe the employee.*

## **ARTICLE XV GRIEVANCE PROCEDURE**

### **SECTION 1**

*A grievance is defined as a dispute, or claim, by an Employee relating to a specific provision(s) of this Agreement. Should an Employee have such a grievance, it shall be adjusted in the following manner:*

*Step 1. The Employee or Union representative shall present such grievance in writing with the date documented in writing to the Chief of Police within ten (10) regular working days after the event has occurred giving rise to the claimed grievance, or within ten (10) regular working days after first knowledge of the alleged occurrence. The written grievance shall include the Employee's name, the article of the Agreement allegedly violated and the remedy sought. Any grievance which is not submitted in writing to the other party within ten (10) days of the event giving rise to the grievance shall be deemed waived. The Chief of Police shall give the written answer to the employee or Union within two (2) regular working days after the grievance has been presented.*

*Step 2. Within ten (10) regular working days after receiving the Chief of Police's written answer, the grievance, if unresolved, shall be presented to the City Administrator or designee. Within ten (10) working days the City Administrator or designee shall meet to discuss the written grievance with the representatives of the Union and/or the Employee at a time to be determined by the City Administrator or designee who shall give an answer in writing to the Union Representative and/or the employee within two regular working days after the next regularly scheduled City Council Meeting.*

*Step 3. After receiving the City Administrator's answer in writing, if still unresolved, the Union and/or employee can submit the grievance to binding arbitration in accordance with Article XVI, Section 1.*

### **SECTION 2**

*The Chapter Representative and/or the aggrieved Employee shall be paid for time lost from their scheduled hours of work while attending grievance meetings. All investigations shall take place outside of the working hours in a manner, which does not interfere with production except in emergency situations where the nature of the grievance is such that the supervisor concerned finds that immediate presentation is essential.*

### **SECTION 3**

*Should the Union fail to follow the time limits prescribed in the Grievance and Arbitration process, then the matter shall be deemed settled on the condition Established in the last Step. If the City should fail to follow the time limits prescribed in*



*the Grievance and Arbitration Procedure, then the matter shall advance automatically to the next Step. The time limits may be extended by mutual written consent. The grieving party shall have the burden of carrying the grievance forward.*

## **ARTICLE XVI ARBITRATION**

### **SECTION 1**

*If a grievance, as defined above, has not been satisfactory resolved, it may be submitted to arbitration. The Union shall give the City written notice of its intent to arbitrate this shall be delivered to the City Administrator within twenty (20) regular working days following the completion of the third (3<sup>rd</sup>) step of the grievance procedure, unless the time is mutually extended in writing. The parties will endeavor to select a neutral Arbitrator. If the representative of the parties are unable to agree upon the selection of an arbitrator, the parties will request the Federal Mediation and Conciliation Service, Washington, D.C., to submit lists of seven (7) arbitrators from which one will be selected. FMCS shall provide arbitrators whose primary office is located in Central Illinois and in no event greater than 150 miles from the City. Within ten (10) days after the receipt of such panel, the parties shall strike names, alternating, with the party desiring arbitration striking the first name, and the remaining person will be selected.*

*Each party shall pay the costs and expenditures incurred by it in connection with the arbitration. The cost of the arbitrator and the arbitrator's copy of the proceedings shall be borne equally by the City and the Union. Should either party desire a copy of the proceedings, the party requesting the copy shall pay the cost of its copy. The arbitrator shall have no power to add to or subtract from, or change, modify or amend any of the terms or provisions of this Agreement, any amendment or supplement. The arbitrator shall have no power to establish wage scales or change established wage scales. All decisions of the arbitrator, as defined in this Agreement, shall be final and binding on the City, and the Union and the Employees covered by this Agreement.*

### **SECTION 2**

*All awards of back wages shall be limited to the amount of back wages the Employee would have otherwise earned from his or her regular and normal employment with the City during the period between termination and reinstatement, if reinstatement is ordered, less any unemployment or other compensation for personal services which ~~he~~ the officer may have received from any source during the period, or would have received had the Employee adequately attempted to mitigate any lost wages during the pendency of the grievance or arbitration proceedings.*

## **ARTICLE XVII DISTRIBUTION OF OVERTIME WORK**

*The City will distribute overtime based upon two (2) components. The first is the experience required to handle the job and the second is the availability of the individual. Each job may require a different level of experience and a different number of individuals.*

## **ARTICLE XVIII SENIORITY**

### **SECTION 1 - DEFINITION**

*"Seniority" is defined as an employee's length of continuous service with the City since the employee's most recent date of hire, less any adjustments due to layoff, and leaves of absence without pay in accordance with state or federal law. If two (2) or more employees start on the same date, their order of seniority shall be determined by test scores.*

### **SECTION 2 - APPLICATION OF SENIORITY**

*Seniority shall determine layoffs, recall from layoffs, longevity pay, and vacation accrual.*

### **SECTION 3 - TERMINATION OF SENIORITY**

*Seniority shall terminate when an employee resigns, retires, is discharged, when an employee's position is eliminated, when layoff status has ended, and when an employee is absent without leave for three (3) regularly scheduled working days without personally notifying the City (unless the officer was incapable of personally notifying the City due to being incapacitated through no fault of the officer). Seniority shall also terminate when an employee fails to return to work due to workers' compensation leave within twelve (12) months from the date of injury.*

### **SECTION 4 - SENIORITY LISTS**

*The City shall keep current and make available to the UNION upon request a roster of employees covered by this Agreement showing the current position and applicable seniority of each employee in each division.*

### **SECTION 5 - PREFERENTIAL REHIRE**

*Any employee whose employment and seniority has been terminated as set forth above for any reason other than being terminated for just cause shall be given preference over any other applicant for hire by the City for any bargaining unit position which arises within one (1) year of the date of the employee's termination of seniority.*



*The City shall notify said employee of any open bargaining unit position by certified mail to said former employee's last known address. In no event will the City be required to send any other notice to the former employee if the certified mail is returned as unaccepted.*

#### **ARTICLE XIX REDUCTION IN WORK FORCE**

*The City agrees that during the term of this Agreement all police officer bargaining unit positions six, (6) when this Agreement was ratified will be retained during the term of this Agreement. In the event the City hires any additional individuals to fill any additional bargaining unit positions beyond six, (6) the guarantee provided above shall not apply to such person(s).*

*Notwithstanding the above guarantee, nothing contained in this Agreement shall be construed as a guarantee by the City that all covered individuals shall be provided with a full-time work schedule in the event the operations of the Police Department are closed or operations are terminated on account of a breakdown, fire, accident, strike, or other unusual and unforeseen conditions or emergencies. Provided further, this guarantee shall not be applicable in the event of any material degradation of the City's fiscal condition. Finally, nothing contained in this Agreement obligates the City to hire a temporary or replacement employee in the event any covered employee is unavailable to work due to either a vacation, an approved or legally required leave of absence.*

*In the event of a reduction in work force, employees with the least hire date seniority in the affected classifications shall be removed from their classifications. Notwithstanding the foregoing, the City may choose to keep employees with specific qualifications like K-9 or juvenile officers, irrespective of their seniority, choosing instead to lay off a more senior employee.*

*In the event of an increase in the working force following layoffs, recall of the displaced employees should be the inverse order of layoff from each classification.*

#### **ARTICLE XX CALL-BACK MINIMUM**

*Employees who are called in to work outside their regular work hours shall be paid a minimum of two (2) hours at the appropriate rate. The call-back minimum does not apply in the case of an employee being held over beyond their regular work day or work shift.*

*In the event an employee is called back to work a second time between regular work shifts, the employee shall only be paid for the actual hours worked at the appropriate rate. The call-back minimum shall not apply in the case of a second call-back between an employee's regular work shifts.*

**ARTICLE XXI  
PROMOTIONS/JOB VACANCY**

**SECTION 1 – SPECIALTY ASSIGNMENTS**

*Whenever a permanent job vacancy develops, the job will be posted within one (1) week whenever practical in a location designated by the City for a minimum of five (5) days exclusive of Saturdays, Sundays and holidays. Any employee interested in the position shall make a bid (A written request to be considered for the position. The written request will include any information the employee deems appropriate for consideration for the position) for the vacant position. Vacancies will be filled by the City on the basis of who is most qualified for the position from those City employees who have notified the City of their desire for the vacant position or from outside.*

*If an employee from the City is awarded the vacant position, then they will receive a qualification probationary period of up to forty-five (45) calendar days. During the probationary period, the employee must be able to demonstrate the basic requirements of the job with reasonable instruction. Any employee who accepts a specialty assignment in accordance with this provision and fails to demonstrate his or her ability during the probationary period shall be transferred to the job classification from which he or she was assigned displacing the employee, if any, who replaced him or her without loss of seniority.*

*Nothing contained in this Section shall prevent the City from temporarily filling a posted vacancy until an employee is transferred in accordance with this Section. Only the City can determine when a specialty assignment occurs and when they wish to fill it.*

*Specialty assignments contemplated by this section will include promotions or vacancies for sergeant, and K-9 officer, and shall be made at the sole discretion of the City.*

**SECTION 2 – ASSIGNMENTS**

*Assignments to a vacant field training officer, detective, firearms officer, and juvenile officer, school resource officer, and code compliance will be made at the sole discretion of the Department Administration or his/her designee.*

**ARTICLE XXII  
NO STRIKE OR LOCKOUT**

**Section 1 - No Strike**

*Neither the Union, the Chapter Representative nor any police officer covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, speed-up, slowdown, sit down, concerted stoppage of work, concerted refusal to perform overtime, picketing, concerted, abnormal or unapproved*



work to the rule situation, mass absenteeism or any other intentional interruption or disruption of the operations of the City, regardless of the reason for doing so. Any or all police officers who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City. Each police officer who holds the position of officer or Chapter Representative of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In the event of a violation of this Section of this Article, the Union officers will inform its members of their obligation under this Agreement and direct them to return to work immediately.

## **Section 2 – No Lockout**

No lockout of employees shall be instituted by the City or their representatives during the term of Agreement.

## **ARTICLE XXIII SICK LEAVE**

Full-time employees, who are employed to work at least forty (40) hours or more per week, shall be entitled to sick leave with pay for absences resulting from illness, injuries, accidents or other physical incapacity, due to the officers own illness, or that of a spouse, civil union partner, child or parent. No employee shall be permitted to use sick leave for any period spent on an unauthorized leave. Sick leave with pay may be used for physical examinations and dental work if they have provided at least one (1) day's notice to their immediate Supervisor.

### **SECTION 1 - AMOUNT OF SICK LEAVE**

Full-time employees shall earn 5.75 hours for each 182 hours of work time, or paid leave.

### **SECTION 2 - ACCUMULATION OF SICK LEAVE**

No employee may accrue more than 480 hours of sick leave. Employees who are terminated for cause will receive no payment for accumulated sick leave. Employees who resign from employment when it is before normal full retirement, and have provided two-weeks notice of an intention to resign, will receive 25% of the accumulated sick leave days if they have more than six (6) years but less than eleven (11) years of service. If they have eleven (11) years of service or more, they will receive 50% of the accumulation of unused sick leave.

Employees who retire in accordance with IMRF will be entitled to service credit for 50% of all unused accumulated sick leave days.

### **SECTION 3 – IMRF SERVICE CREDIT**

*The City will agree to approve a program allowing employees who have maximized their sick leave accumulation to start a new bank of accumulated sick leave days that can be added to early retirement incentives under the IMRF. Any use of sick leave to a level below the cap would cause the new bank of sick leave days to be reduced accordingly.*

### **SECTION 4 - COMPUTING SICK LEAVE**

*Any absence for a fraction or part of a day which is chargeable to sick leave shall be charged in increments of not less than one (1) hour.*

#### **A. DOCTOR'S CERTIFICATE**

*For sick leave in excess of three (3) consecutive scheduled work shifts, a department head may require a signed statement from a health care provider verifying either (i) the employee's inability to perform his or her assigned duties because of injury or illness, or (ii) the injury or illness of the spouse, civil union partner, child or parent.*

#### **B. NOTIFICATION**

*An employee, upon written request, and with the recommendation of his or her Department Head, may be granted a leave of absence without pay for a period of up to six (6) months, subject to approval of the Governing Body.*

### **SECTION 5 – APPROVAL**

*Except in the case of an emergency, the police officer must directly notify his or her supervisor prior to any absence from work. If a police officer is unable to notify the supervisor, the officer shall notify the on-duty officer. All leaves in Paragraphs 1-3 hereinabove must be authorized in writing by the employee's department head prior to leave time being taken. A copy of each leaves record, including records of sick leave taken, signed by the employee and department head, shall be maintained by the HR Department.*

### **SECTION 6 – CREDITS FOR PAID LEAVE**

*An employee while on paid sick leave, vacation leave or other leave with pay (not including Worker's Compensation) shall continue to earn credit for sick, vacation leave, but no leave credit shall be earned by any employee while on leave without pay.*



## **ARTICLE XXIV UNIFORMS**

*Employees will be given up to a \$550.00 uniform allowance annually on May 1<sup>st</sup> each year to be spent on pants, shirts, jackets and leather. Employees will be responsible for the laundering and care of the uniforms paid for with the allowance. Order forms will be available to any employee upon request. Account(s) will be established at City designated suppliers for employees to order directly from the supplier. The balances on employee's accounts will be updated by administration after payment and provided to the employees for their use (upon request). There will be no carryover of any individual uniform allowance from year to year. Once the employee has spent their entire \$550.00 allocation, any uniform needs will be at the employee's expense and payroll deducted over no more than the next three (3) pay periods. For the purpose of payroll deduction, the amount deducted from any pay period shall be no more than \$50.00 or one-third (1/3) of the total expense amount, whichever is greater. New employees will be given two winter and two summer uniforms, along with a jacket, a hat, and leather. All employees will be responsible for buying and maintaining their own firearms. Uniform allowance shall not be used for firearms. Uniform allowance will be given to new employees after (6) six months has passed from their date of hire.*

*Newly hired police officers will be outfitted with the following equipment: 2 short sleeve shirts, 2 long sleeve shirts, 2 uniform pants, liner belt, duty belt, holster, radio holder, baton, baton holder, magazine pouch, taser holster, two cuff cases, one pair hand cuffs, flashlight holder, ballistic vest with two covers, OC spray holder, and department approved OC spray, one badge, collar brass, and name plate. The city will pay to embroider one of each uniform shirt with badge and name if the employee so elects to have it done. The employee is required to buy boots, additional handcuffs, a Glock 40 caliber handgun, flashlight, and any weapon lighting.*

*The City will provide each employee a protective vest replaced in accordance with the manufacturers' specifications.*

*Employees are expected to wear uniforms at all times. If their existing uniform is not suitable, they must replace the damaged items.*

*All items purchased under the uniform allowance is property of the City and shall be returned at the end of employment.*

## **ARTICLE XXV SAFETY**

*In order to have a safe place to work, the City agrees to comply with the laws applicable to its operations concerning the safety of employees covered by this Agreement.*

## **ARTICLE XXVI LABOR MANAGEMENT COMMITTEE**

*For the purpose of maintaining communications between labor and management in order to cooperatively discuss and solve problems of mutual concerns, representatives of the Union may meet with management upon mutual agreement with the date, time and place to be agreed upon by the parties. A Union Representative may attend.*

## **ARTICLE XXVII HEALTH CARE PROGRAM**

*A. All full-time employees shall be eligible for the City's group health insurance program on the first day of the month after a thirty (30) day waiting period which commences with the initial date of employment. A part-time employee who becomes a full-time employee shall be eligible for group health care insurance on the same schedule as that of a newly hired employee. The Union agrees the City retains the right to change health insurance providers, administrators or to otherwise provide for health and welfare coverage (e.g. self-insurance) as long as the level of covered benefits and care remains substantially the same.*

*B. Employees and officers, other than those described in (a) above, may not participate in the City's group health care insurance program unless the administrator has recommended such participation and the Governing Body has approved his or her participation.*

*C. It is agreed that the extent of the City's obligation under this section is limited solely to the payment of its portion of the cost of the insurance premium provided hereunder, and employees and their dependents and beneficiaries shall be entitled to benefits, if any, only in accordance with and governed by the terms and conditions of the insurance policy, or policies, issued to provide such benefits. The City shall not itself be obligated to pay any insurance benefits or claims for medical services directly to employees or their dependents or beneficiaries.*

*The failure of any insurance carrier, or carriers, to provide any benefit for which it has contracted shall result in no liability to the City nor such failure be considered a breach by the City of any obligation undertaken under this or any other agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier from any liability it may have to the City, employee, or any covered beneficiary or dependent of any employee. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits there under.*

*Should there be a dispute between an employee (or any covered beneficiary or dependent) and the insurance carrier, or carriers, or the administrator or processor of claims, this dispute shall not be subject to the grievance procedure provided for in this Collective Bargaining Agreement.*



*The City reserves the right to maintain or institute cost containment measures relative to insurance coverage as long as the basic level of coverage 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 outpatient elective surgery for designated surgical procedures.*

*D. When an individual employee is required to contribute because of participation in the City's group health care program the amount of such contribution shall be a payroll deduction in an amount equal to 20% of the employee's and their family's coverage from May 1, 2015 to April 30, 2018.*

*E. The City agrees to continue to provide a 100% health insurance coverage plan for the employee and their dependants if covered for the life of this contract, less the 20% premium cost paid by the employee.*

*F. All costs for health care, vision, and dental insurance shall be paid by the employee during any period the employee: is on leave, without pay; on suspension without pay; on unauthorized leave; or is participating in any unlawful work stoppage.*

*G. Health care insurance coverage shall be extended to an individual who is temporarily disabled and drawing workers' compensation while serving as a City employee. The employee's share of the cost shall be deducted from any compensation due the employee in addition to workers' compensation payments. In the event no additional compensation is due, insurance may be extended at the option of the City.*

*H. No employee shall be entitled to a cash payment in lieu of health care insurance coverage.*

*I. Retirees of the City, under age 65, shall be eligible for continued participation in the City's health care plan, upon payment of all the costs thereof. In addition, the City complies with those provisions of the federal Consolidated Omnibus Reconciliation Act of 1986 (COBRA) relating to the extension of group health care plan coverage upon termination of employment by the City.*

*J. The City will hire and cover the cost of a third party administrator (if necessary) to process deductibles on a case by case basis. Deductible reimbursement level will be paid based on a \$250.00 deductible and a calculation to be performed by the third party administrator. Employee must submit required documents for reimbursement. During the term of this Agreement, the City may increase the amount of the annual out of pocket deductible paid by the employee, whether for individual or family coverage, provided such annual increases are made for all other City employees.*

*K. The City each year by December 1<sup>st</sup> (or, as soon as possible) may propose a change to health plan coverages, deductibles and premiums ("changes") to be effective*

on the renewal ("anniversary") date each year. Notice of the proposed change shall be given to the Union. Thereafter, the Union by December 15<sup>th</sup>, (or, within fifteen (15) days of receipt of the proposed changes) may request negotiations over the proposed changes. Changes proposed may, at the discretion of the City, be implemented by the City on the renewal date however negotiations shall continue until the parties reach impasse or agreement and any changes agreed upon different than those implemented on the renewal date shall be retroactive to the renewal date each year. Any plan coverage, deductible and/or premium change(s) will be on an annual basis. No plan change will be made for bargaining unit employees unless made for all other City employees.

L. The Union will be entitled to place one employee on the Insurance Committee who will be entitled to participate fully in any investigation, evaluation, recommendation, etc. of the Insurance Committee with respect to the City's health insurance plan. Before any change is implemented, the City will notify the Union ten (10) days prior to the proposed change and offer to discuss the changes with the Union.

M. During the negotiations for insurance changes the City and Union will agree to waive the application of Article XXII of the contract. In the event of a strike during the negotiations for changes in the insurance where that is the only issue remaining, the City will agree not to permanently replace the employees who choose to strike over the insurance change issues.

## **ARTICLE XXVIII OTHER EMPLOYEE BENEFITS**

### **SECTION 1 – LIFE INSURANCE**

In addition to the death benefits provided under OASDI and IMRF, the City makes available to each employee the option of purchasing group life insurance on a payroll deduction basis. The cost of this additional life insurance is paid by the employee and varies with the options selected by the employee, under the Company defined plan.

The City also agrees to pay any and all unused vacation, personal, and sick time to the spouse, domestic partner, and/or eligible dependents for an officer, who is covered in this contract, is killed in the line of duty.

With respect to any officer that is killed in the line of duty or dies from an injury sustained while on duty, and who was an active participant in the City provided health insurance at the time of death, and provided any covered dependent elect to continue such coverage in accordance with COBRA, the City agrees thereafter to pay the monthly COBRA continuation premium for twelve months.



## **SECTION 2 – WORKER'S COMPENSATION BENEFITS AND DISABILITY.**

*According to existing State of Illinois Statute (5 ILCS 345/1 Public Employee Disability Act), and Police Officer who is injured on duty (IOD) and is unable to work shall continue to be paid full salary by the City at his or her regular rate of pay for up to one full year from the date of the injury. Any Officer who is injured on duty in the regular service of the LeRoy Police Department shall report such injury to his or her superior Officer and shall seek appropriate treatment at the nearest hospital or medical facility, assuming such hospital or medical facility is equipped to handle the needs of the injured Officer. Whenever possible, an officer must report the injury to the Chief of Police or designee prior to seeking treatment. If the Officer is unable to perform his or her normal Police duties, the Officer must secure a statement from an attending physician describing the Officer's disability in order to continue receiving full salary and other benefits from the City. In order to continue receiving such benefits, the Officer must continue to provide the Chief of Police or designee with proper documentation from the attending physician at regular and reasonable intervals.*

*Officers who suffer injuries on duty (IOD), and who elect to file for benefits under the Worker's Compensation act, shall be liable for reimbursement to the City on a dollar-for-dollar basis of any funds that the Officer received from the City under terms of the Public Employee Disability Act. But nothing in this Agreement shall prevent an injured or disabled Officer from seeking benefits under the Worker's Compensation Act, particularly if the Worker's Compensation Act is deemed to provide more generous benefits than those salary continuation benefits provided under the Public Employee Disability Act.*

## **SECTION 3 - IMRF DEATH AND DISABILITY BENEFITS.**

*All employees who are contributing members of IMRF are eligible for the insured death and disability benefits provided by IMRF, which is supplemental to the regular IMRF benefits. The cost of this benefit is paid entirely by the City. This insured death and disability benefit begins on the first day of employment, whether or not the employee is a contributing member of IMRF.*

## **SECTION 4 – UNEMPLOYMENT COMPENSATION.**

*All employees receive the benefits of the Illinois Employment Act, in accordance with such law and guidelines, the cost of this benefit is paid entirely by the City.*

## **SECTION 5 – DEFERRED COMPENSATION.**

*All Union members may participate in the deferred compensation plan offered by the City. The program offered by the City is currently with ICMA Retirement Corporation. Under this plan, up to \$7,500.00 of compensation annually may be withheld by the City, with the City matching twenty percent (20%) of the employee's deduction up to a cap of \$750.00 annually. The amount of the deduction will be determined by the employee.*

The amount selected is invested for the employee and is not subject to federal income tax until withdrawn.

## **ARTICLE XXIX VACATION**

Vacation leave shall be earned beginning with the date of employment under the conditions hereinafter stated. An employee who works fewer than twelve (12) days in any month shall not accrue vacation credit for such month of service; provided that this restriction of twelve (12) days shall not apply where the employee has worked fewer than twelve (12) days due to authorized leave. No employee shall be permitted to use vacation time for any period spent on unauthorized leave.

A. *Full-time Employees.* Full-time employees are entitled to paid vacation leave time according to the following schedule; provided, no paid vacation leave time may be taken during the new employee's probationary period:

	<u>Award 1<sup>st</sup> PR Each Month</u>	<u>Annual Hours</u>	<u>Max Accum.</u>
Year 1	3.333 hrs/182 hrs worked	40 hrs per year	40 hours
Year 2-7	6.667 hrs/182 hrs worked	80 hrs per year	100 hours
Year 8-10	10 hrs/182 hrs worked	120 hrs per year	160 hours
Year 11	10.667 hrs/182 hrs worked	128 hrs per year	188 hours
Year 12	11.333 hrs/182 hrs worked	136 hrs per year	200 hours
Year 13	12 hrs/182 hrs worked	144 hrs per year	212 hours
Year 14	12.667 hrs/182 hrs worked	152 hrs per year	224 hours
Year 15-20	13.333 hrs/182 hrs worked	160 hrs per year	236 hours
Year 21	14 hrs/182 hrs worked	168 hrs per year	248 hours
Year 22	14.667 hrs/182 hrs worked	176 hrs per year	260 hours
Year 23	15.333 hrs/182 hrs worked	184 hrs per year	272 hours
Year 24	16 hrs/182 hrs worked	192 hrs per year	284 hours
Year 25+	16.667 hrs/182 hrs worked	200 hrs per year	296 hours

B. *Other Employees.* Part-time employees are not eligible for paid vacation.

C. *Training Period.* Employees-in-training during their initial employment shall be credited with vacation leave for each month of employment but shall not be permitted to use any vacation credit prior to the completion of their probationary period. Employees terminated prior to attaining full-time status shall not be paid for any accrued vacation leave.

D. *Scheduling.* The dates for the taking of vacation leave shall be scheduled in consultation with the Chief of Police or designee. In cases where the requested vacation schedules of two or more employees would adversely affect the efficient operation of the City, vacation leave shall be granted on the basis set forth by the



police department policy for vacation time. The City shall have the right to limit employees absent due to vacation to one (1) employee at a time.

*E. Holiday During Vacation.* City holidays which occur during the taking of an employee's authorized vacation leave will not be counted as a day of vacation.

*F. Minimum Hours.* Employees may use vacation leave in units of not less than one half hour, subject to the approval of their supervisor.

*G. Termination.* Upon termination, an employee shall be compensated for all earned but unused vacation leave at his/her final rate of pay, subject to the maximum hours of accumulation authorized in the schedule in Section (a).

*H. Vacation Buy-Back.* Accrued vacation may be taken as time off or it may be exchanged for cash benefit under the following conditions:

(1) Once per year, in June or December, eligible regular full time employees may request up to forty (40) hours of their current available accrued vacation benefit time.

(2) The vacation buy-back requested form must be completed, approved by the Administrator and submitted to the payroll clerk no later than Monday (of the week of payroll).

(3) Once the vacation buy-back is approved, it will be processed at the employee's regular rate of pay. The employee will receive a separate check for the vacation buy-back amount.

(4) All requests must be on the approved form, refer only to vacation time and be in increments of complete hours. Only one request per calendar year may be submitted.

(5) The buy-back request may not exceed 50% of your annual accrual amount.

*I. Maximum Vacation Accrual.* As per current policy, employees who fail to utilize any of their vacation time as time off, will forfeit any remaining portion in excess of the maximum hours of accumulation upon each award date (first payroll of each month). Thereafter, the employee will not accrue any additional vacation hours until such time as the accrued hours go below the maximum accrual limit.

The only exception to the forfeiture and non-accrual of additional vacation hours may be if the City asks an employee to forego a scheduled vacation in connection with unanticipated staffing shortages. In such cases, the employee should seek approval to carry forward no more than the scheduled vacation amount. The employee must also schedule and take, such time off within the one hundred twenty (120) days following the anniversary date beyond which the carry forward occurs, or forfeit such time.

*In the event an employee is ordered into work on a preapproved scheduled vacation or personal day and that employee suffers a monetary loss, the City agrees to reimburse the employee the entire amount lost. Receipts must be provided to the City for actual cost and reimbursement will only be made for actual money lost. Example: Employee A is on vacation and has tickets to a ball game in Chicago with hotel reservations made in advance and Employee A is ordered to return to work for any reason and Employee A can't sell, cancel or return hotel and ball game tickets, the City agrees to reimburse Employee A for all money lost.*

## **ARTICLE XXX RETIREMENT**

### **SECTION 1 – RETIREMENT IMRF BENEFITS.**

*All eligible employees of the City are members of the Illinois Municipal Retirement Fund (IMRF) and receive the benefits thereof in accordance with state laws and guidelines. Under current law, IMRF members contribute 4 ½% of salary, by payroll deduction. The City's share is determined by IMRF, and varies annually.*

### **SECTION 2 – RETIREMENT DATE.**

*The Federal Age Discrimination in Employment Act shall be the policy for City retirement. Normal benefits under IMRF accrue at age sixty-five (65).*

## **ARTICLE XXXI SAVINGS CLAUSE**

*Should any provision of this agreement or any application thereof become unlawful by virtue of any Federal or State law, or Executive Order of the President of the United States or the Governor of Illinois or final adjudication by any court of competent jurisdiction, that provision or application of a provision of this Agreement shall be null and void. However, the parties agree to meet to modify the provision to come into compliance with law or executive order, or court decision. All other provisions of this Agreement shall continue in full force and effect.*

## **ARTICLE XXXII MISCELLANEOUS PROVISIONS**

### **SECTION 1 – PERSONNEL POLICY.**

*The Personnel Policy for the City of Le Roy is incorporated herein by reference and to the extent this Collective Bargaining Agreement is not in conflict with the Personnel Policy, the Personnel Policy shall prevail. No changes may be made to the policy for bargaining unit employees that are mandatory subjects of bargaining without first coming to the Union and negotiating the same.*



## **SECTION 2 – PERSONNEL RECORDS.**

*The City will comply with the provisions of the Illinois Personnel Records Review Act, 820 ILCS 40/0.01 et seq. or as modified.*

## **SECTION 3 – RESIDENCY.**

*All employees of the Police Department are expected to live within a thirty (30) mile radius of the City of LeRoy. A new employee will be required to relocate to the City within one hundred eighty (180) days of hire to within a thirty (30) mile radius, as the crow flies, of the City of Leroy's Police Department. The K-9 officer must reside within a five (5) mile radius, as the crow flies, Sergeant shall be a resident within the city limits of LeRoy.*

## **SECTION 4 – RULES AND REGULATIONS.**

*The Administrator or his designee will distribute to all covered Officers, copies of all City and Police Department Rules, Regulations, Policies and Procedures that pertain to Police work and the specific duties of Le Roy Police Officers. New copies will be distributed upon amendment or revision. Officers will sign a cover sheet indicating that they have received the materials. If an Officer requires an additional copy of these materials, or if subsequent updating of these materials becomes necessary, he or she may use the Department's copy machine for this purpose. It is understood that by distributing copies of such written Rules, Regulations, Policies and Procedures that guide their daily activities, that a higher level of professionalism in Police work will be realized. However, in the event that any existing Rule, Regulation, Policy or Procedure directly conflicts with the Articles or Sections of this Agreement, this Agreement shall take precedence over the existing City Rules, Regulations, Policies and Procedures.*

## **ARTICLE XXXIII TERM OF AGREEMENT**

*This Agreement shall be effective, May 1, 2018 and shall remain in full force in effect up to and including April 30, 2021 It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) calendar days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) calendar days prior to the anniversary date. This Agreement shall remain in full force and effect during the period of negotiations, including any resulting mediation, and until notice of termination of this Agreement is provided to the other party.*

## ARTICLE XXXIV WAGES

### SECTION 1 – HOURLY RATES.

*Effective May 1, 2018 all bargaining unit employees currently on the City's payroll as of the date of execution of the Agreement, will receive the following wages:*

<i>Reflects:</i>	<i>3% year one</i>	<i>3% year two</i>	<i>2.75% year three.</i>
	05/01/18	05/01/19	05/01/20
Non certified	15.81	16.28	16.69
Certified	18.81	19.38	19.86
After 3	20.36	20.97	21.49
After 5	21.71	22.37	22.93
After 7 ½	24.42	25.15	25.78
After 10	27.14	27.96	28.66
After 15	27.69	28.52	29.23
After 20	28.52	29.37	30.11

*Sergeant's position will receive one hour of additional pay at their normal hourly rate or one hour of compensatory time for every full shift worked. Discretion of pay or compensatory time will fall upon the Sergeant.*

*Officer assigned to code compliance shall receive an additional \$2.00,per hour of pay to the officer's base hourly wage. Code compliance officers will be governed by the job description set forth for code compliance and report to the City Administrator. These duties are separate from regular police duties. At any time the code compliance officer and city agree to part ways the code compliance officer retains their position within the police department, unless the parting of ways is due to disciplinary reasons, at which time the police department disciplinary process is in effect.*

*Employees who come to the Department as a new hire with years of service in other police departments will receive one year of credit on the foregoing longevity step plan for every 3 ½ years of service in another police department completed by the employee. The maximum credit that can be earned is 2 years.*

*K-9 officers will receive an additional \$.50 per hour added to the foregoing base pay.*

*Those employees who have a Bachelor's Degree from a four-year accredited college or university shall receive an additional \$1.00 per hour added to the base pay and those employees who have an Associate's Degree will earn an additional \$.50 per hour added to the base pay. Those two (2) educational incentives are non-cumulative.*

*Officers who work over night hours shall receive a shift differential pay of \$.50 per hour.*



Officers who work power shift 2p-2a shall receive a shift differential pay of \$.25 per hour.

#### **SECTION 2 – FIELD TRAINING OFFICER.**

\$1.00 per hour will be paid to the Field Training Officer for each hour of training given by that officer.

#### **SECTION 3 – DETECTIVES.**

#### **SECTION 4 – K-9 OFFICER.**

The officer assigned for K-9 duty will be responsible for the maintenance of the dog. All maintenance such as food, veterinarian bills, boarding, etc. will be paid for by the City. Any time the dog is transported for any reason, the K-9 vehicle must be used. The K-9 Officer will be assigned a take home K-9 patrol vehicle. The K-9 Officer will be paid 12 hours per shift but will only be required to work 11 hours per shift, to accommodate 30 minutes of daily K-9 maintenance. The K-9 Officer will be required to complete all continuing training requirements with the dog. Total training and maintenance outside normal working hours shall not exceed sixteen (16) hours per month. K-9 training hours shall be completed as set forth in the department K-9 policy.

#### **SECTION 5 – RECREATION CENTER MEMBERSHIPS.**

The City will pay the full price individual membership to the Replex for any officer requesting the membership for each year of this contract.

#### **SECTION 6 – COURT TIME COMPENSATION.**

The City agrees that all Police Officers will be compensated for Court appearances at the minimum rate of two (2) hours at the rate of one and one-half (1 ½) times the regular rate of pay if such appearance is scheduled at a time that the Officer would not normally be working. If the court appearance is scheduled for a time when the Officer works a full shift on the same day, either before or after the Court appearance, the two (2) hours at the rate of one and one-half (1 ½) times the regular hourly rate of pay shall be paid to him or her providing it is not during his or her regularly scheduled shift. For example, if an Officer has a Court appearance at 1:30 p.m., and the Court appearance ends before the regular shift starting time, that Officer will be paid for two (2) hours.

For Court appearances that occur during an Officer's regularly scheduled shift, there shall be no additional compensation. Also, an Officer will be paid for only one two (2) hour minimum block of court time per day. For example, if an Officer has a 9:00 a.m. Court call on a day that he or she would not otherwise be working, and if that Officer must return for a 1:30 p.m. Court call, he or she will be paid for two (2) hours for the

*morning Court call and on an hour-for-hour basis for the afternoon Court call at the rate of one and one-half (1 ½) the regular hourly rate of pay.*

*Officers will receive 12 hours of court time, annually, to be used as time off to prepare for any court case at hourly increments if needed within 24 hours of a scheduled court appearance. This court time is credited at the beginning of the fiscal year and used at the discretion of the officers with approval by the Chief. This court time does not count towards any accrued vacation, personal, or sick time. Officers will not receive compensation for unused court time at the end of the year. Court time will not be banked year to year, only 12 hours annually allowed.*

#### **SECTION 7 – JUVENILE OFFICERS.**

*A twenty-five cent (.25) per hour increase to the base wages will be given to any Officer who has been certified as a Juvenile Officer.*

#### **SECTION 8 – FIREARMS.**

*\$1.00 per hour extra to the base pay will be paid for any Officer training Officers on firearms.*

#### **SECTION 9 – TAKE HOME CARS**

*Any Officer living within the City limits of LeRoy may be issued a take home car at the discretion of the Department Administration and availability of the vehicle.*

### **ARTICLE XXXV PAY ON TERMINATION**

*An employee, whose termination of employment with the City is not for cause shall receive his/her final paycheck on the first regularly scheduled payday following his/her termination. Employees discharge for cause will receive their final paycheck no later than the first regularly scheduled payday following his/her termination.*

*The final paycheck shall include compensation for all hours to be paid as well as the payment of all accrued benefits as set forth in this Agreement that are payable on termination.*

### **ARTICLE XXXVI OUTSIDE EMPLOYMENT**

*Outside employment constitutes a City employee holding a second job with another employer or through self employment. Outside employment is permitted only when such outside employment: (1) is considered secondary to service for the City; (2) does not interfere with performance of duties for the City; and (3) no legal, financial or ethical conflict of interest results from such dual employment. Employee must obtain approval*



*in writing from the City Administrator prior to accepting outside employment or any change in the nature of such outside employment. Requests to perform continuous outside employment must be renewed annually by the employee and re-authorized by the City Administrator.*

*Authorization shall be granted so long as the outside employment meets the three criteria set forth herein. If outside employment, including self-employment, has previously been approved or permitted by the City Administrator, and if it later appears that such outside employment, including self-employment, is contrary to the three criteria listed above, prior approval for such outside employment may be revoked, provided such decision is neither arbitrary nor capricious and the employee involved shall receive at least ten (10) working days advance notice in writing of such revocation.*

## **ARTICLE XXXVII DRUG & ALCOHOL POLICY**

*As part of the parties' commitment to safeguarding the health of employees to work, this policy establishes the parties' position on the use or abuse of alcohol or illegal drugs by its employees. Because substance abuse, either while at work or away from work, can seriously endanger the ability of employees to work safely and render it impossible to supply top quality service, the City has established this program to detect users and remove abusers of alcohol and illegal drugs. The parties are committed to preventing the use and/or presence of these substances in the workplace. It is also the policy of the City to provide as an employee benefit the Employee Assistance Program (EAP) in order to deal with the substance abuse and other problems that the City's employees and their families may encounter.*

### **POLICY: TERMS & CONDITIONS**

#### **1. Prohibitions.**

*The City of Le Roy's policy prohibits the following:*

- A. Use or possession of illegal drugs, drug paraphernalia, unlawful use or possession of a controlled substance or unauthorized use or possession of alcohol on City premises (including plant facilities, maintenance facilities or any other City property), on City business, in City vehicles, in personal vehicles being used on City business, or during working hours.*
- B. Being under the influence of an unauthorized controlled substance, illegal drug or alcohol on City premises (including plant facilities, maintenance facilities, or any other City property), on City business, in City vehicles or personal vehicles being used on City business, or during work hours. For purposes of this policy, being under the influences of a controlled*

substance or drug shall be established by a test result reporting a detectable presence of such controlled substance or drug metabolites.

- C. Possession, manufacture, distribution, dispensation or sale of illegal drugs, drug paraphernalia, unauthorized alcohol, or controlled substances on City premises (including plant facilities, maintenance facilities, or any other City property), on City business, in City vehicles or personal vehicles being used on City business, or during work hours.
- D. Use of alcohol or illegal or unauthorized drugs and controlled substances off City premises in a manner that adversely effects personal work performance, the performance or safety of others, or the City's reputation in the community.
- E. Conviction under any criminal drug statute especially in circumstances which adversely affect the City's regard or reputation in the community.

2. Explanation of Terms - Illegal Drugs, Controlled Substances. *Illegal Drugs - Illegal drugs include those controlled substances under federal or state law which are not authorized for sale, possession, or use, and legal drugs which are obtained or distributed illegally. The manufacture, use, possession, sale, purchase, or transfer of illegal drugs by an employee is prohibited. Arriving on City property or job sites while under the influence of an illegal drug is prohibited.*

3. Substances Prohibited By This Policy

*Drug testing shall be performed for the drugs: cannabinoids, marijuana, cocaine, opiates, amphetamines, benzodiazepines (tranquilizers), barbiturates (downers) amines, ethanol, phencyclidine (PCP) and their metabolites, any other illegal drug and alcohol.*

4. Testing As A Condition of Employment

- A. Applicants will be required to be tested for substance abuse as a routine part of their employment process after they are extended a conditional offer of employment.
- B. Employee candidates with negative test findings will continue the employment process.
- C. Positive findings will result in discontinuation of the employment process.
- D. Failure to cooperate in substance abuse testing, including but not limited to completing all required paperwork or authorizing the release of the test results to the City, will result in discontinuation of the employment process.



- E. *Individuals may reapply for employment after six months if they can show current evidence of negative test results. A certification of completion of an appropriate treatment program with a physician's release is also required.*

5. *Post Accident/Incident Testing*

- A. *This testing will be utilized to verify whether or not an employee was impaired through alcohol or controlled substance use at the time of the accident. This testing will be restricted to employees involved in lost-time accidents and/or accidents requiring off-site medical treatment.*
- B. *Tests will be administered at a medical facility designated by the City. Employees will be required to report to the designated testing site within one (1) hour of notification, or to submit a specimen at the time and site of medical treatment.*
- C. *Drug and alcohol testing will be administered to officers involved in the discharge of a firearm during commission of official duties during hours of work. Exemptions from this is firing range training or those incidents when an officer is dispatching an injured animal.*

6. *Random Testing*

*Random substance abuse testing will be administered to all bargaining unit members. Tests will be administered at a medical facility designated by the City. Employees will be required to report to this facility immediately upon notification. For the sole purpose of creating a pool(s) from which bargaining unit employees shall be selected at random for testing, the City will continue to keep the same testing pool setup as they have now for testing. Random testing will only be performed during the employee's scheduled working hours.*

7. *Reasonable Suspicion Testing.*

*This type of testing is used to verify whether or not an employee suspected of substance abuse has, in fact, used a substance in violation of this policy. The need for this type of testing is usually determined from performance or behavior problems or any other verifiable evidence that the employee may be involved with use of substances covered by this policy. The City shall provide training to all its supervisors to learn how to identify objective and verifiable signs of suspected substance abuse.*

*When a supervisor, through observation or other verifiable sources, has a reasonable suspicion that an employee may be impaired by a substance, the supervisor must advise the City Administrator of this suspicion. The City Administrator may require the employee to submit to a substance abuse test at a designated testing site. The employee will be escorted by a designated City representative to the testing site.*

8. Negative Test Results.

*If the initial test of an employee is determined to be negative, the employee shall be immediately returned to work and shall be compensated for any lost time or other benefit due to the testing or awaiting the test results.*

9. Positive Test Results.

*If the initial test of an employee is determined to be positive, an additional confirmatory test will automatically be conducted on the original sample. If upon retest the detectable level of a prohibited drug or substance in the system of the employee is confirmed, the employee will be screened for final confirmation.*

*If final confirmation is determined to be positive, the employee will be directed to the Employee Assistance Program (EAP) for counseling. The EAP representative will recommend a plan of action for the employee. This plan will be approved by the City prior to implementation. At this point, the employee is considered to be in violation of the City personnel policy and is subject to disciplinary action.*

10. Disciplinary Action.

A. *Any employee engaging in the unauthorized use of alcohol while on City property, while on a City work site or parking lot, or while on City business or who reports for duty showing the effects of alcohol will be removed from the work place, required to undergo testing, referred to the Employee Assistance Program for final confirmation and disciplined up to and including termination.*

B. *Any employee engaged in the use, possession, purchase, sale or transfer of any illegal drug while on City property, City work sites or parking lots, or while on City business will be removed from the work place, required to undergo testing, referred to the Employee Assistance Program for final confirmation and disciplined up to and including termination. The employee may also be subject to criminal investigation and/or prosecution.*

11. Employee Assistance Program (EAP)



- A. *The City recognizes alcoholism, drug abuse, and psychological adjustment problems as treatable conditions. Employees are encouraged to voluntarily seek assistance prior to there being cause for disciplinary action. The purpose of this program is to assist all employees whose work performance or behavior is being adversely affected by certain non-work related problems. It is in the best interest of both the employee and the City that referral for professional assistance be voluntary, and in lieu of disciplinary action.*
- B. *The EAP provides education, as well as referral services for assessment and rehabilitation. The EAP may also be able to assist the employee in seeking rehabilitative services through medical insurance.*
- C. *Voluntary Referral - Employees may avail themselves of the EAP services at any time they feel they need to seek help with an abuse problem which is causing or may cause their job performance to decline. The employee may contact the EAP office directly for an assessment. Referral is deemed to be voluntary if contact with the EAP service is requested by the employee at any time prior to the submission of a sample for a substance abuse test.*
- D. *Management Referral - This type of referral is based on observation and documentation by supervisory personnel or by suspected or actual behavior as set forth in this policy. Referrals may consist of assessment through the EAP service and/or a medical assessment, including drug testing.*
- E. *The City will use its best efforts to see that confidentiality shall be maintained during any phase of intervention, EAP services, assessment, testing, the rehabilitative process, and during the follow-up procedure. This shall apply to both voluntary referrals and management referrals.*

12. Miscellaneous.

- A. *Failure to cooperate and refusal to submit to a substance abuse test, including but not limited to completing all required paperwork or authorizing the release of the test results to the City, will result in discipline up to and including immediate termination.*
- B. *After an initial test result reports a positive result, the medical facility will afford the employee the opportunity to list all prescriptions and non-prescription drugs they have used in the last thirty (30) days and to explain the circumstances of the use of such drugs.*

- C. An employee and the Union may obtain a copy of the test results and documents related to the test, upon request.
- D. Any test conducted pursuant to this policy, and the results thereto, is confidential and the City will use its best efforts to maintain such confidentiality by keeping separate files containing test results and related documentation.
- E. Records maintained in connection with any test will not be used except in those actions taken by the City or in any action involving a tested employee and the City unless such records are ordered released pursuant to a court order.
- F. If any part of this policy is determined to be void or unenforceable under state or federal law, the remainder of the policy, to the extent possible, will remain in full force and effect.

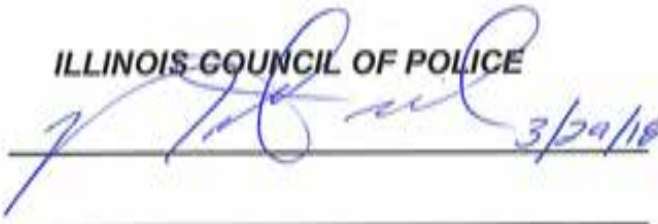
#### **ARTICLE XXXVIII SEVERABILITY**

*In the event that any Article, paragraph, section or sub-section of this Agreement shall be held invalid and unenforceable by the Illinois Labor Relations Board or any court of competent jurisdiction, or by any change in any substantially-enacted Federal or State legislation which would prohibit or nullify any section, sub-section or portion of this Agreement, such decision or enactment shall apply only to the specific section, sub-section or portion thereof specified by the Labor Board or Court decision, or change in law, and the remaining parts or portions of this Agreement shall remain in full force and effect. In such event, 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 XXXIX ENTIRETY OF AGREEMENT**

*This Agreement represents the entire collective bargaining agreement between the parties and it supersedes any previous agreements, whether written or verbal. Except for the adoption of procedures, rules or regulations by the City, that are not mandatory topics of bargaining, neither the Union nor the City shall have the right to change the terms of this Agreement without the mutual written consent of all parties hereto.*

**ILLINOIS COUNCIL OF POLICE**

  
3/29/18

**CITY of LEROY**

  
Steven M. Dean

  
Steven M. Dean, Mayor  
03/19/18