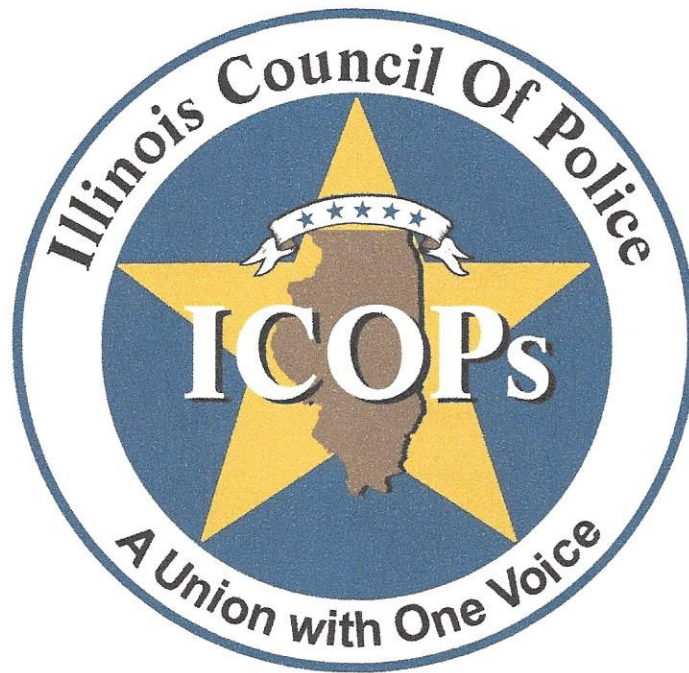


AGREEMENT

Between



ILLINOIS COUNCIL OF POLICE

And

CITY OF EL PASO

Covering

El Paso Police Officers

May 1, 2021 through April 30, 2025

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ARTICLE I PREAMBLE

OBJECTIVE OF THE PARTIES

The objective of this Agreement is to establish and maintain effective and harmonious relations between the CITY OF EL PASO and the UNION consistent with the City's Organization Philosophy.

UNION

The "UNION" as used in this Agreement shall mean Illinois Council of Police.

CITY

The term "CITY" as used in this Agreement shall mean the City of El Paso, Illinois, the Mayor and City Administrator. 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 Sergeant of the City of El Paso, excluding all other employees of the Police Department and the City of El Paso 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 the affairs of the City in all of its various aspects. Among the rights retained by the City are the City's right to direct the working forces: to discipline any employee for just cause shown, 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 make and enforce reasonable work rules and regulations; 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 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 an 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 BOARD

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

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 Employer, 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.

This provision only applies to meetings called and agreed to by the Employer. Meetings for Union business shall not be conducted during work time and shall be without pay.

ARTICLE VI GENERAL PROVISIONS

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.

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 him. At no time shall a Chapter Representative or Alternate Chapter Representative be discriminated against because of his faithful performance of his duty. The Chapter Representative shall perform all of his 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 filing of grievances over the administration of the contract.

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. 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. The Union shall advise the City of any increase in dues, in writing, at least thirty (30) calendar days prior to its effective date.

SECTION 2 – UNION INDEMNIFICATION

The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all

legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

ARTICLE IX HOURS OF WORK & OVERTIME

SECTION 1 - HOURS OF WORK

A. Patrol officers covered in this agreement will normally work eight (8) hour shifts. Starting and quitting times, hours of work and days worked may be changed after giving the Union ten (10) days' notice (unless agreed to by the Officer), absent emergencies, in which case the change may become immediate. The hours of work of an officer working on a "power shift" may also be adjusted with less than 10 days' notice if the adjustment is caused by an unscheduled absence. Permanent shifts will be selected annually prior to January 1st of each contract year by seniority. Rotating shifts with rotating days off will be designated by the Chief of Police. Rotating shifts using permanent days off will be chosen by seniority.

For the initial bargaining agreement only, shifts will be selected within 30 days of the ratification of the bargaining agreement. The new shift selections will be effective fourteen days after the selection process has been completed. The City shall not change the hours of work of the officer working the power shift for punitive purposes.

B. 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 Employer 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 Employer and the Union.

C. Employees are normally entitled to a rest break of thirty (30) minutes for each eight (8) hours of work and an additional fifteen (15) minute rest break. The time of rest breaks will usually be mid-morning and mid-afternoon. Employees are required to answer calls for service during their breaks.

D. Upon mutual agreement of the parties, the City may schedule twelve (12) hour shifts.

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 are eligible to receive overtime compensation for all hours actually worked in excess of forty hours per week. For the purpose of this section only, paid vacation time, discretionary leave, holiday pay, and compensatory time off shall count as hours worked.

C. All overtime work must have prior authorization by the employee's department head. The department head shall maintain records of any overtime worked. Employees shall report all overtime hours to the Department Head.

SECTION 3 – COMPENSATORY TIME

As a general rule, employees who work overtime shall receive payment for their overtime work as provided in Section 2 above. However, employees may request compensatory time off in lieu of overtime pay. If the Police Chief or his designee agrees in writing, employees who request compensatory time off may receive such time added to their compensatory time bank, in lieu of pay, where unusual and compelling circumstances are shown. Officer may accrue up to a maximum of 100 hours of compensatory time in lieu of overtime pay or holiday compensation. All compensatory time in excess of this amount will be paid as overtime as calculated based on a 2080-hour work year.

All overtime turned into compensatory time will be converted to the straight time rate based on the overtime calculation. (Example – 8 hours of overtime worked will be credited to the comp bank as 12 hours).

Compensatory time shall be taken in a minimum of four (4) hour increments unless otherwise authorized by the Police Chief or his designee. An employee's use of compensatory time shall be scheduled at the mutual convenience of the employee and the Police Chief or his designee. Compensatory time requests shall not be unreasonably denied. Employees cannot schedule or take compensatory time before it is actually earned.

Accrued, unused compensatory time shall be sold back to the employer during the first pay period in January of each year, except that employees may carryover up to 40 hours of compensatory time from one calendar year to the next. Accrued compensatory time may also be paid in full at the request of the employee and with the approval of the Chief. When an employee is promoted into a higher paying position, all accrued, unused compensatory time will be paid in full to the employee prior to the transfer.

ARTICLE X HOLIDAYS

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

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

January 1
Last Monday in May
July 4
First Monday in September
Fourth Thursday in November
Fourth Friday in November
December 24th
December 25th

A. Unworked Holidays – Employees shall receive eight hours straight-time pay for city designated holidays. The employee has the option in advance of the holiday by writing the Chief of Police or designee to turn the eight hours into compensatory time.

B. Worked Holidays – If an employee works on an designated holiday, the employee shall receive time and one-half pay (1-1/2) for all hours worked plus eight hours of holiday compensation at straight-time pay. The employee has the option in advance of the holiday by writing the Chief of Police or designee to turn the eight hours of holiday compensation into compensatory time.

C. All holiday pay will be paid in the first pay period after the holiday.

D. Bargaining unit employees shall also receive two (2) floating holidays each year that must be used prior to December 31 of the same calendar year.

ARTICLE XI NO SOLICITATION

While the City acknowledges that the Union may be conducting solicitation of merchants, residents or citizens in the City, the Union agrees that none of their officers, agents or members will solicit any person or entity for contributions or donations on behalf of the City. The Union agrees that any solicitation done on its behalf will follow the script in Appendix A of this Agreement.

Violations of this Article by bargaining unit members will result in disciplinary action. Violations of this Article by the Union or its agents will result in a six-month suspension of the City's obligations under the dues check-off provisions of this Agreement.

ARTICLE XII PROGRESSIVE DISCIPLINARY PROCEDURES

SECTION 1 – POLICE OFFICERS' BILL OF RIGHTS

The City agrees to abide by 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 of filing a Grievance under the terms of this Agreement or, separately, filing an action in a court of law. The Uniform Peace Officers' Disciplinary Act is hereby incorporated by reference.

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. 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 the Labor Board's decision in Department of Central Management Services and Corrections (Morgan Decision 1 PERI Par. 2020 (ISLRB, 1986)).

Nothing within this section shall be construed as a modification of the City's right to terminate probationary employees for any reason, with or without cause, as provided in Article XIV of this Agreement.

SECTION 2 – DISCIPLINE

The CITY may discipline any Officer only for just cause, except that probationary employees may be disciplined or discharged without cause as provided in Article XIV of this Agreement.

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 (regardless of whether the repeated infractions are violations of the same type and/or the same rule or policy), 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 be removed from the personnel file. Oral warnings that have been removed from the personnel file may be kept in a separate, sealed file which may be opened in the discretion of the Chief, the Mayor, or the City Administrator.

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 as progressive discipline following a written warning.

D. DISCHARGE

Discharge is the final step in the progressive disciplinary process and represents the termination of an employee's employment with the CITY. Discharge may also be imposed for significant infractions. No employee will be discharged without affording the officer the rights outlined in Section 1 above.

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

ARTICLE XIII HANDLING OF DISCIPLINARY ACTIONS

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, other than disciplinary actions involving probationary employees, are subject to the Grievance and Arbitration Procedures.

ARTICLE XIV PROBATIONARY PERIOD

A probationary period of 18 months from their start date will be imposed on any newly hired employee. During the probationary period the CITY may discipline or terminate an employee for any reason with or without cause and it shall not be subject to the grievance procedure. The probationary period may be extended for an additional ninety (90) days if the Employer 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 orally 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 Chief of Police or his designee shall give his oral answer to the employee or Union within ten (10) regular working days after the grievance has been presented.

Step 2. Within ten (10) regular working days after receiving the Chief of Police answer, the grievance, if unresolved, shall be reduced to writing. The written grievance shall include the Employee's name, if any, the article of the Agreement allegedly violated and the remedy sought, and presented to the City Administrator or his designee, or to the Mayor or his designee if there is no City Administrator. Within ten (10) working days the City Administrator or his designee, or the Mayor or his designee shall meet to discuss the written grievance with the representatives of the Union and /or the Employee at a time to be fixed by the City Administrator or his designee, or the Mayor or his 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 or the Mayor'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

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. The time limits may be extended by mutual 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, or to the Mayor or his designee if there is no City Administrator within twenty (20) regular calendar days following the completion of the second (2nd) 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 who are members of the National Academy of Arbitrators from which one will be selected. 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 have the right to strike one arbitration panel in its entirety.

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 regular and normal employment with the City during the period between his termination and his reinstatement, if reinstatement is ordered, less any unemployment or other compensation for personal services which he may have received from any source during the period.

ARTICLE XVII DISTRIBUTION OF OVERTIME WORK

The Chief or his designee(s) shall have the right to require overtime work and Officers may not refuse overtime assignments. If the City assigns overtime opportunities in a method that substantially deviates from the City's past practice, the City will notify the Union of the change.

When the City distributes overtime to bargaining unit employees, 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. Where, in the opinion of the Chief of Police, the factors are

relatively equal, seniority shall prevail. If an officer does not immediately answer a call for voluntary overtime, the City may call the next qualified officer.

If no bargaining unit members elect to work available overtime, the overtime will be ordered by inverse seniority. If an officer fails to respond to a call for mandatory overtime within fifteen minutes of the call, the officer will be subject to progressive discipline.

Notwithstanding anything in this Article to the contrary, the City may hold over officers to continue or complete an assignment that began during the officer's shift without offering the overtime to another officer.

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.

SECTION 2 - APPLICATION OF SENIORITY

Seniority shall determine layoffs, recall from layoffs, and vacation accrual and any other instances where seniority is used in the contract.

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. Seniority shall also terminate when an employee fails to return to work due to workers' compensation leave within eighteen (18) 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.

ARTICLE XIX REDUCTION IN WORK FORCE

SECTION 1 – REDUCTION IN FORCE

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.

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 JOB VACANCIES

SECTION 1 - JOB VACANCIES

Assignments to a vacant field training officer, detective, firearms officer, juvenile officer, K-9 officer, or task force will be made at the sole discretion of the Chief or his designee, provided however, that whenever possible the Chief will post such vacancies for at least seven days before making an appointment so that officers may express interest in those vacancies. When required to fill a position in less than seven days, the Chief may make such an assignment without posting the position.

ARTICLE XXI NO STRIKE OR LOCKOUT

SECTION 1 – NO STRIKE

Neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work-to-the-rule situation, mass absenteeism, picketing for or against the City or any official of the City, picketing in a City uniform or any other intentional interruption or disruption of the operations of the City, regardless of the reason for so doing. No employee covered by this Agreement shall refuse to cross any picket line, wherever established. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City, and the only issue that may be used in any proceeding in which such discipline or discharge is challenged is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a

penalty in any instance is not a waiver of such right in any instance nor is it a precedent.

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

SECTION 2 – NO LOCKOUT

The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union so long as there is good faith compliance by the Union with this Article.

SECTION 3 – JUDICIAL RESTRAINT

Nothing contained herein shall preclude the City or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE XXII DISCRETIONARY LEAVE

Full-time employees, who are employed to work at least forty (40) hours or more per week, shall be entitled to discretionary leave with pay in the amounts allocated in Sections 1 and 2. No employee shall be permitted to use discretionary leave for any period spent on unauthorized leave.

SECTION 1 - AMOUNT OF DISCRETIONARY LEAVE

Employees shall not earn any discretionary leave during their first six months of employment.

After six months, employees shall earn 40 hours of discretionary leave per year). The forty (40) hours will be credited to each employee on January 1st of each calendar year after finishing their first six (6) months of employment.

After two full years of employment, employees shall earn 80 hours of discretionary leave per year). The eight (80) hours will be credited to each employee on January 1st of each calendar year after finishing two (2) years.

No employee shall accrue any additional discretionary leave until January 1, 2013.

SECTION 2 - ACCUMULATION OF DISCRETIONARY LEAVE

Any unused discretionary leave days in excess of fifteen (15) at the end of each calendar year shall be paid to the employee at the employee's current hourly rate.

If an employee is terminated for cause, the employee will not receive any pay for his or her accumulated discretionary leave. In all other cases, upon separation of employment, any unused discretionary leave days accrued will be paid to the employee.

SECTION 3 - COMPUTING DISCRETIONARY LEAVE

Any absence for a fraction or part of a day which is chargeable to discretionary leave shall be charged in increments of not less than four (4) hours.

SECTION 4 – LEAVE OF ABSCENSE

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. During such leave of absence, the employee shall not accrue any additional discretionary leave, vacation time, or any other paid benefits. The employee may maintain health insurance coverage under the City's insurance plan by paying the full amount of the health insurance premium in advance each month.

SECTION 5 – APPROVAL

All leaves in Paragraphs 1-4 hereinabove must be authorized in writing by the employee's department head prior to leave time being taken. A copy of each leave record, including records of discretionary 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 discretionary leave, vacation leave or other leave with pay shall continue to earn credit for discretionary and vacation leave, but no leave credit shall be earned by any employee while on leave without pay.

ARTICLE XXIII UNIFORMS

All duty related uniforms and equipment will be obtained using the department quartermaster system. Requests for uniforms or equipment will be made to the Chief

of Police who will approve or deny the request in a least seven (7) business days after the request has been made.

ARTICLE XXIV 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.

No employee shall be required to use any equipment that has been designated by both the City and the Union as being defective because of a disabling condition unless the disabling condition has been corrected as determined by the City.

ARTICLE XXV 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 XXVI HEALTH CARE PROGRAM

SECTION 1 – COVERAGE

The City shall make available to employees and their dependents relatively similar health insurance as existed prior to the term of this Agreement. The Employer reserves the right to change insurance carriers, to self-insure or to participate in a health maintenance organization as it deems appropriate, as long as the new coverage and economic benefits are relatively similar to those which pre-dated this Agreement.

SECTION 2 – COST

The employee shall pay 30% of the cost of the premium for health insurance for the employee and the employee's dependents. The employer shall pay the remaining share of the premium.

SECTION 3 – COST CONTAINMENT

The Employer reserves the right to institute cost containment measures relative to insurance coverage. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, the prohibition on weekend admission except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

SECTION 4 – HEALTH SAVINGS ACCOUNT

The City shall establish a Health Savings Account (“HSA”) for each bargaining unit employee. If the employee elects single coverage, the City will make a non-refundable contribution of \$1,500 to the employee’s HSA at the beginning of the insurance plan year. If the employee elects family coverage, the City will make a non-refundable contribution of \$3,000 to the employee’s HSA at the beginning of the insurance plan year.

New employees who become eligible for insurance coverage in the middle of a plan year will receive a pro-rated contribution to the HSA.

Employees who change their coverage option from family to single coverage for a qualifying reason in the middle of the plan year will not have any portion of their HSA contribution revoked.

If an employee changes his coverage option from single to family coverage for a qualifying reason in the middle of the plan year, then the City will contribute a pro-rated share of the difference between the single and family HSA contribution to the employee’s account. (I.e., if an employee has single coverage on January 1 and changes to family coverage on July 1 due to the birth of a child, the City will contribute \$1,500 to the HSA on January 1, and will make an additional \$750 contribution ($\$3,000 - \$1,500 = \$1,500$; $\$1,500 * 6 \text{ months} / 12 \text{ months per year} = \750) on July 1.)

SECTION 5 – INSURANCE BENEFIT/COST RECIPROCITY

In recognition of the desirability of maintaining a uniform policy City-wide with respect to insurance benefits and costs and notwithstanding the foregoing provisions of Section 1, the parties agree that if the City makes any changes or modifications with respect to any insurance benefits and costs that are applicable to other City employees generally, then such changes or modifications in benefits and costs shall likewise be applicable to the employees covered by this Agreement on the same terms and on the same date that they are applicable to other City employees generally.

ARTICLE XXVII OTHER EMPLOYEE BENEFITS

SECTION 1 – WORKER’S COMPENSATION BENEFITS AND DISABILITY

The City agrees to comply with existing state statutes regarding workers’ compensation and disability benefits. Any Officer who is injured on duty in the regular service of the El Paso 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 his injury to the Chief of Police or his designee prior to seeking treatment.

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 2 – UNEMPLOYMENT COMPENSATION

All employees receive the benefits of the Illinois Unemployment Act, in accordance with State Law.

SECTION 3 – IMRF BENEFITS

The City agrees to apply to participate in the Illinois Municipal Retirement Fund (“IMRF”). Article 27, Section 1, Life Insurance, and Article 27, Section 4, Deferred Compensation, shall be null and void upon the effective date of the City’s participation in IMRF, as decided by IMRF. Furthermore, the City shall have no obligation to provide any short term or long-term disability insurance policies separate from the IMRF benefits, provided, however, that nothing in this Section shall nullify the City’s obligation to comply with the Public Employee Disability Act or the Worker’s Compensation Act, as described in Section 2 above.

In lieu of these benefits, employees covered by this bargaining agreement will participate in IMRF. Employee contributions to IMRF, as mandated by the fund, will be deducted from the employee’s paychecks.

Once the City is a participant in IMRF, employees may continue to contribute to the City’s deferred compensation plan. However, the City will have no obligation to make or match any contributions to that plan.

ARTICLE XXVIII VACATION

A. VACATION BENEFITS

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Employees are encouraged to use their full allotment of vacation paid time off each year. The amount of paid vacation time employees receive is based on hours paid in the pay period up to eight (80) hours maximum and increases with the length of their employment, as shown in the following schedule:

Vacation Earning Schedule

	<u>Hours Per Year</u>	<u>Days Per Year</u>
Upon initial eligibility	80 hours	10 days
After 5 years	120 hours	15 days
After 15 years	160 hours	20 days

Before a new employee can use vacation time, a waiting period of ninety (90) calendar days must be completed (unless use before that date is approved by the Chief of Police). Vacation and leave shall be earned and credited based upon anniversary date of employment. Employees must follow any departmental rules and schedules concerning the use and availability of vacation time.

Vacation leave may be accumulated up to twice the amount accrued per year. The vacation season shall be the twelve (12) month period between anniversary dates. At the end of each year (the employment anniversary date of the employee), the following compensation policy for used vacation time shall apply:

1. The employee may surrender a maximum of one hundred and sixty (160) hours of vacation time for monetary compensation at the employee's hourly rate of pay.
2. Any vacation time to be accrued in excess of twice the annual amount on the anniversary date shall be paid to the employee at the employee's annual hourly rate of pay.

To take vacation leave, employees should request approval from their supervisors at least forty-eight (48) hours in advance of the intended leave day, if at all possible. Requests will be reviewed based on a number of factors, including business needs, staffing requirements, and department rules.

Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials. Vacation time shall be counted as time worked for all purposes, including overtime pay for non-exempt employees.

Employees should be at work on their last day of employment and not use vacation pay to extend their last day of work. The only exceptions are for retirees and employees resigning in lieu of involuntary termination.

Upon separation from employment, employees who have completed six (6) months of employment will be paid for all accrued and unused vacation time.

B. 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.

C. Scheduling. The dates for the taking of vacation leave shall be scheduled in consultation with the Chief of Police. 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 of the Officer who requested the vacation time first. The City shall have the right to limit employees absent due to vacation to one (1) employee at a time.

D. 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.

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

F. 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).

ARTICLE XXIX MISCELLANEOUS PROVISIONS

SECTION 1 – PERSONNEL RECORDS

The Employer will comply with the provisions of the Illinois Personnel Records review Act.

SECTION 2 – RESIDENCY

The City will not impose or enforce residency requirements for employees covered by this agreement.

SECTION 3 – RULES AND REGULATIONS

The Administrator or his designee, or to the Mayor or his designee if there is no City Administrator 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 El Paso 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 XXX TERM OF AGREEMENT

This Agreement shall be effective upon signing and shall remain in full force in effect up to and including April 30, 2023, and shall continue in full force in effect from year to year thereafter until such time either party desiring to open, alter, amend or otherwise change this Agreement shall serve written notice upon the other not later than February 1, 2023, or the first day of February in any year thereafter.

If a party serves notice of the intent to amend the Agreement, the provisions of the Agreement shall remain in effect during the negotiations and during any impasse resolution proceedings.

ARTICLE XXXI WAGES

Employees shall be paid a base hourly rate according to the following schedule:

	Current	5/1/21 (10%)	5/1/22 (2.5%)	5/1/23 (2.5%)	5/1/24 (2.75%)
Step A – Starting Pay	\$20.11	\$22.12	\$22.67	\$23.24	\$23.87
Step B – After 1 Year	\$20.41	\$22.45	\$23.01	\$23.59	\$24.23
Step C – After 2 Years	\$20.73	\$22.80	\$23.37	\$23.96	\$24.61

Step D – After 5 Years	\$21.67	\$23.84	\$24.43	\$25.04	\$25.72
Step E – After 6 years	\$22.20	\$24.42	\$25.03	\$25.66	\$26.36
Step F – After 8 years	\$23.31	\$25.64	\$26.28	\$26.94	\$27.68

Notwithstanding the foregoing, if the City experiences a fifty percent (50%) drop in State shared revenue (Local Government Distributive Fund ("LGDF")), the above-described percentage wage increases will not occur. In order to calculate whether a fifty percent (50%) drop in the State shared revenue has occurred, the City's published Annual Financial Report prior to the execution of this Agreement will be used.

ARTICLE XXXII LONGEVITY BONUS

The City will pay a longevity bonus to all bargaining unit members in recognition and appreciation of their years of service to the City as follows:

After 10 years of service - \$0.25 / hour
After 15 years of service - \$0.25 / hour
After 20 years of service - \$0.50 / hour

Longevity will be added to base pay.

ARTICLE XXXIII 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 XXXIV OUTSIDE EMPLOYMENT

Outside employment constitutes a City employee holding a second job with another employer. Outside employment is defined to include any work, with or without pay, including self-employment. Outside employment by a full-time employee 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; (3) no legal, financial or ethical conflict of interest results from such dual employment; and (4) the employment does not include work as a peace officer, fire fighter, or any other work activities that include an above-normal risk of injury.

Employees must submit a written request for outside employment to the City Administrator, or to the Mayor if there is no City Administrator at least 10 days prior to beginning such employment or before 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 Administrator or the Mayor. Authorization shall be granted so long as the outside employment meets the four criteria set forth herein.

The City may not deny a request submitted by any employee to engage in outside employment if that employment had been approved by the City on or before January 1, 2012.

ARTICLE XXXV NON-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 by the Americans with Disabilities Act, or Union activities.

ARTICLE XXXVI DRUG & ALCOHOL POLICY

All employees covered by this Agreement are bound by the City's Alcohol and Drug Use policy, section 2-16 of the employee handbook, which may be changed by the City from time to time.

ARTICLE XXXVII 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.

COPY

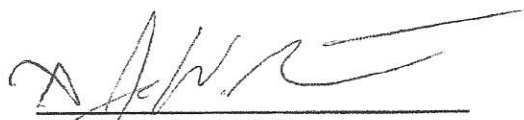
**ARTICLE XXXVIII
ENTIRETY OF AGREEMENT**

This Agreement, upon ratification, cancels and supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for this term.

The City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the City's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. During the term of this Agreement, the parties agree that the City may take reasonable steps to comply with the provisions of the Americans with Disabilities Act.



Illinois Council of Police



CITY of EL PASO



Chapter Representative

APPENDIX A

THE INTRO

Yes, this is _____ with Support Calling, calling you on behalf of the Illinois Council of Police...are you doing okay today? (RESPOND ACCORDINGLY – MIRROR DONOR'S RESPONSE)

The reason for the recorded call is to let you know that the Illinois Council of Police has just kicked off the annual "Back The Badge" public support campaign...and with your support we will send you out the official ICOPS sticker showing that you are an active supporter of the organization's law enforcement programs...

Because I am a paid fundraiser, I will mail the pledge materials to you first, so you can send your pledge back after you receive them...I am just calling to make sure the Illinois Council of Police can count on your proud support for the programs...would that be okay? (WAIT FOR REPLY)

IF YES

(SNAP FINGERS #1)

Great! The membered officers really do appreciate your support...and we ask you to choose a pledge amount that will be comfortable for you...for the ICOPS's supporters that like to go the extra mile, we have the "Top Supporter" pledges set at \$100 and \$75, and the "Family" pledges are set at \$50 and \$35...will one of these amounts be comfortable for you, or would a smaller pledge be better? (WAIT FOR REPLY – IF 'YES' PROCEED TO 'CLOSING', IF 'NO' REFER TO IF NO #1)

IF NO #1

Yes, the main idea is to get you involved without putting any kind of strain on your budget...and your support will provide the actual membered officers with vital benefits and programs...to make it easier to get involved I can set you up with an "Individual" \$30 or \$25 pledge...can you go the extra mile with an "Individual" pledge for your membered officers? (WAIT FOR REPLY)

IF NO #2

Yes, the ICOPS's membered officers rely on private contributions from concerned individuals like you...to make it as easy as possible for you to show your support for the membered officers programs, I can set you up with an "All-Star" \$20 or \$15 pledge...would an "All-Star" pledge make it easier for you to support this year? (WAIT FOR REPLY)

ALL OTHER OBJECTIONS

Yes, I understand how you feel...we have a special spot set aside for people in your position called the 'All-Star' pledge...and it is only \$____, but it really goes a long way to help out...can we count on you for that?

IF NO - FINAL

(READ AFTER EVERY TURN DOWN)

Yes, I want to thank you for your time...and perhaps you can support the programs in the future.

LEGEND

... – pause for breath

(IN PARENTHESIS) – Instructions

italics – questions for potential donor

underlined – key words or power words that need emphasis

(ALL FUNDRAISING MATERIALS MUST BE READ VERBATIM)

1. MAILING INFO

Great, that would be like a million for the membered officers...now I just need some mailing information...

- What is your first and last name...and could you please spell them for me?
- What address would you like your envelope mailed to...and could you spell the street name for me?
- Is there a street suffix such as drive or avenue...and is there a directional such as north or east?
- Do you have an apartment number? What city and zip code is your address in?
- We have a newsletter that we occasionally send to our supporters. Do you have an e-mail address we can send it to?
- What is an alternate phone number we can contact you on?
- Now _____, are you sure the \$_____ pledge will be comfortable for you? Or would a smaller amount be better? **(ONLY USE IF AMOUNT IS \$20 OR GREATER)**

2. DOUBLE CHECK ADDRESS

Okay, now let me repeat your complete mailing address back to you to be sure it is correct...

- Your mailing address is _____? And the city and zip code is _____?
- Your receipt will be addressed to Mr./Mrs. _____?

3. CREDIT CARD REQUEST

_____, contributions to ICOPS are not tax-deductible, because the funds raised benefit membered officers only...and many of ICOP's supporters are putting their funds to work immediately using the "Quick-Pay" system, by using a credit or debit card...which card would you like to use? (IF 'YES' REFER TO "STEP 4", IF 'NO' REFER TO "STEP 5")

4. CLOSING (CREDIT CARD)

Great! We appreciate being able to put the funds to work immediately...now I just need some information from you real quick...

- Please spell out the name exactly as it appears on the credit/debit card? Is there a middle name or initial?
- What is the billing zip code for the credit/debit card?
- Please read the card number to me slowly? What is the expiration date?
- What is the CVC (3 Digit Security) number on the back of the card?

In a few days you will be receiving your pledge materials...inside you will find a receipt for your \$_____ pledge...and the next time you get a statement from your credit card company, you will see a charge for \$_____ made out to the Illinois Council of Police... _____, we really appreciate your support for the membered officers's programs...have a great day/evening!

5. CLOSING (MAIL IN DONATION)

(SNAP FINGERS REPEATEDLY UNTIL YOU RECEIVE SIGNAL FROM SUPERVISOR)

Yes _____, in a few days, you'll receive your official pledge envelope...and we have included a self-addressed return envelope with your sticker, so when you receive it, you will send your \$_____ check or money order back to Lombard for processing...

6. CONFIRM PLEDGE

and I have two important questions before I let you go _____...because the membered officers are counting on your support...

- Can you make a 100% commitment to mail back your \$_____ pledge this time? **(IF WEAK REPLY - REFER TO "POWER TOOLS")**
- Great! We also ask that you send your pledge back just as soon as you receive your official pledge letter, would that be any problem for you? **(IF A PROBLEM - COMMIT DONOR TO A PAYMENT DATE WITHIN 30 DAYS)**

7. THE WRAP-UP

_____, I want to sincerely thank you for your support of the programs...it's going to go a long way for the membered officers...if you have any additional questions our office telephone number is printed on your thank you letter...Thanks again for your help, and I hope you enjoy the rest of your day/evening.

(ALL FUNDRAISING MATERIALS MUST BE READ VERBATIM)