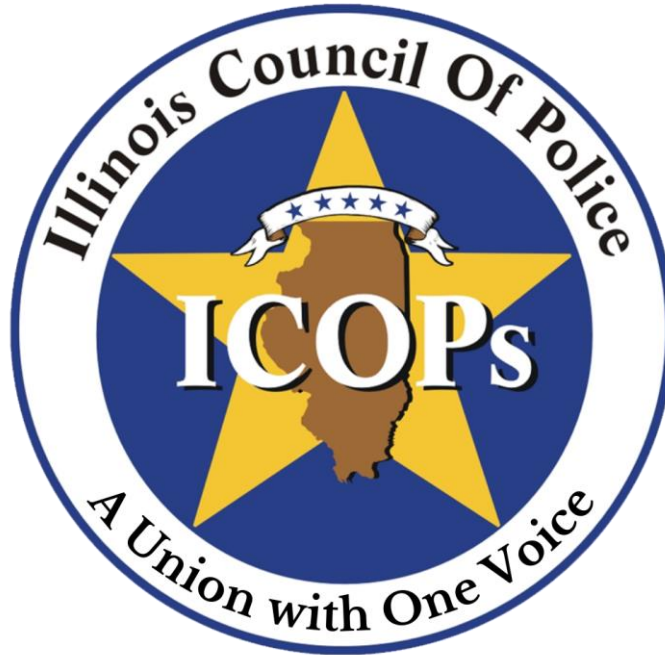


# AGREEMENT



Between

Illinois Council of Police

And

City of Altamont

Covering

Police Officers

May 1st, 2023 through April 30th, 2026

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## **INTRODUCTION**

This Agreement is voluntarily entered into by and between the City of Altamont, Illinois, hereinafter referred to as the "City," and the Illinois Council of Police, hereinafter referred to as the "Union," as the exclusive Collective Bargaining Agent for the employees of the City of Altamont who are described in the Collective Bargaining Unit described herein.

## **PREAMBLE**

The Union, having been certified by the Illinois Labor Relations Board as Collective Bargaining Agent for all full-time Sworn Police Officers below the rank of Captain employed by the City, 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, all as set forth herein, the parties therefore agree to the following:

## **ARTICLE I**

### **RECOGNITION**

- 1.1** The City recognizes the Union as the sole and exclusive Bargaining Agent for all full-time Sworn Police Officers below the rank of Captain, as set forth in Case Number -RC-09-008. Membership – As used herein, the term "Sworn Police Officers" shall refer to all those persons included in the Collective Bargaining Unit described above.

## **ARTICLE II**

### **CITY RIGHTS**

The Mayor, City Council, and the Chief of Police shall retain and reserve the ultimate responsibilities for the proper and ongoing management of the City of Altamont Police Department, according to the applicable laws, statutes and ordinances of Altamont, Effingham County, the State of Illinois and the United States.

Nothing herein shall be construed to deny or restrict the City in the exercise of its rights, responsibilities and authorities as articulated in the laws of Altamont, Effingham County, the State of Illinois and the United States. The City shall retain and exercise all rights to determine its mission and set standards of service offered to the public; to direct the activities of its Police Department employees; to plan, direct, control and determine the operations or services to be conducted by Police Department employees covered by this Agreement; to hire, promote, demote, transfer, and assign employees; to discipline, suspend and discharge for just cause; to determine the size and composition of the work force; to determine the number of hours of work and shifts per work week; to establish and change work schedules and assignments (with shift schedules being posted five (5) days prior to the start of the next shift period); to introduce new methods of operations; to eliminate, contract and relocate or transfer work and maintain efficiency; to hire, promote, demote, suspend, discipline, or discharge for just cause; to establish, modify and enforce reasonable work rules and regulations; and to change or modify systems, methods, equipment or facilities provided, however, that the exercise of any and all of the City's rights and responsibilities do not conflict with the terms and conditions of this Agreement.

Nothing in this Agreement will be construed as a delegation to others of authority conferred by law on the City and/or Chief, or in any way abridging or diminishing such authority.

## **ARTICLE III**

### **NO STRIKES, NO LOCKOUTS**

The Union shall not recommend, authorize, or engage in any Strike against the City, nor shall the City initiate, implement or otherwise engage in any Lockout against the Union or its members. The definition of the term "strike" shall include sympathy strikes, work slow downs and intermittent work stoppages.

## **ARTICLE IV**

### **UNION - CITY RELATIONS**

#### **4.1 Bulletin Board**

A Union Bulletin Board of reasonable size shall be available for use in an area of the Police Department agreeable to the parties. Such Bulletin Board shall be available for the posting of notices and materials relating to Union activities. Such materials shall be identified with the name of the Union and shall be signed or otherwise authenticated by an appropriate officer or representative thereof. Such materials shall not be derogatory or disputatious and shall not include political endorsements.

#### **4.2 Public Information**

The City shall make available to the Union, upon written request, normal and usual public information, including relevant financial data and statistics which are pertinent to the conduct of negotiations, the processing of grievances, or the enforcement of the terms of this Agreement. Such materials shall be provided within ten (10) working days, wherever possible, following a written request of the Union. If unable to provide such materials within ten (10) working days, the City shall advise the Union of its need for additional time and the Union agrees that, within reason, additional time may be granted. The City shall not be obligated

hereunder to research or compile data or to provide the same information more than once.

#### **4.3 No Discrimination**

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

#### **4.4 New Employees**

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

A new employee shall be a "probationary employee" for his/her first year of employment.

Probationary employees shall have no seniority except as otherwise may be provided in this Agreement until he/she has completed his/her probationary period. Upon completion of his/her probationary period, he/she will acquire seniority from his/her date of hire.

No matter or issue involving layoff, discipline or termination of a probationary employee shall be subject to the grievance and arbitration procedures provided for in this Agreement.

#### **4.5 Dues Check off**

The Village shall deduct Union Dues from the salary of each employee covered by this Agreement in amounts as determined by the Union, and shall promptly transmit such funds to the Union, provided the amounts to be deducted shall be uniform for each Union member and provided the deduction is authorized in

writing by the member. Union Dues shall be deducted from the salaries of employees and transmitted to the Union monthly.

#### **4.6 Union Representatives and Visitation**

The City recognizes the right of the Union to elect, appoint, or otherwise name up to two (2) Sworn Altamont Police Officers as a Chapter representatives of the Union. The name of these Union representatives, along with their designated titles, shall be provided to the Altamont Chief of Police or his designee immediately upon the conclusion of the negotiation of this Agreement, or at such other time as the identity of the Altamont Chapter Officers becomes known. Any subsequent changes in the name or title of these Union representatives shall also be provided to the Chief of Police or his designee as such changes occur.

These Union representatives shall be deemed to be the Union's official on-site spokespersons. However, these on-site Union representatives shall not conduct Union business during regular working hours except with the permission of the Chief of Police or his designee.

Also, the City recognizes the right of the Union to send representatives from its headquarters office to the City and specifically, to the Police Department, for purposes of handling Grievances or observing and reporting on conditions under which Union members are working. Such visits by Union headquarters representatives shall be conducted during the regular shifts that Union members are working and also, appropriate notice shall be made to the Chief of Police or his designee whenever such visits are to be made. Such visits shall not interfere with normal Police Department functions.

## **ARTICLE V**

### **DISCIPLINARY INVESTIGATION PROCEDURES**

#### **5.1 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. The Uniform Peace Officers' Disciplinary Act is hereby incorporated by reference and attached to this Agreement as Appendix A.

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 Department of Central Management Services and Corrections (Morgan) decision 1 PERI par. 2020 (ISLRB, 1986).

Ongoing personnel investigations will not be subject to media exposure to the extent permitted by law.

## **ARTICLE VI**

### **GRIEVANCE PROCEDURE**

#### **6.1 Purpose and Filing Deadlines**

It is the purpose of this Grievance Procedure to resolve as promptly and as expeditiously as possible any allegations by the Union and/or its members of any misinterpretation of misapplication of the terms of this Agreement. Any Grievance filed under the terms of this Article must be initiated not later than ten (10) calendar days after the occurrence of the event that prompts the Grievance, or, if the Grievance describes an ongoing situation, it must be filed

not later than ten (10) calendar days after the underlying situation becomes known to either the Union or the member or members who file the Grievance.

## **6.2 Definitions**

- (1) GRIEVANCE shall mean an allegation by the Union or by an affected employee that there has been a violation, misinterpretation or misapplication of any provision of the Agreement.
- (2) Any employee covered by this Agreement may be represented by a Union official, staff representative, on-site representative or attorney at any meeting, hearing, or appeal relating to a Grievance which has been formally presented.
- (3) The President of the Union or the appropriate designee shall be advised of any meeting, hearing or appeal relating to a Grievance which has been formally presented and a representative of the Union shall have the right to attend and participate in any such meeting, hearing or appeal.
- (4) The failure of the Grievant to act on any Grievance within the prescribed time limits articulated elsewhere in this Article will act as a bar to any further appeal within this Grievance Procedure. If the City's designated representative shall neglect to proceed to render a decision within the time limits, the Grievance may be advanced to the next step of the Grievance Procedure. Time limits, may, however, be extended only by written agreement.
- (5) The term "Working Days," as it applies to the Grievance Procedure described in this Agreement, shall mean Monday through Sunday except vacation periods or other days in which bargaining unit members are excused from working.

### 6.3 Procedures

The party asserting a Grievance shall attempt to resolve the problem through informal communication with the Chief.

STEP 1. If the informal process with the immediate supervisor shall fail to resolve the problem, the Grievance may be formally presented in writing to the Chief. The filing of the formal written Grievance at this step must be within ten (10) calendar days of the date of the occurrence giving rise to the Grievance or from the date when the Grievant might reasonably have become aware of the incident or situation that results in the filing of the Grievance. Upon receipt of the formal written Grievance, the Chief will arrange for a meeting to be held within ten (10) calendar days to review the Grievance. The formal Grievance shall clearly identify all Grievants, summarize all relevant facts, identify all provisions of the Agreement allegedly violated, and describe the remedy which is requested. The City representative shall provide a written answer to the Grievant (with a copy to the Union if the Union is not the Grievant) within ten (10) calendar days of the meeting. The answer shall include the reasons for any decision contained in the City's response to the Grievance.

STEP 2. If the Grievance is not resolved at the preceding step, the Union may refer it to the Mayor or the Mayor's designee by filing the same in writing within ten (10) calendar days of receipt of the answer from the Chief of Police level. The Mayor or his designee will arrange for a meeting to be held within the ten (10) calendar days of such referral to review the Grievance. Each party shall have the right to include in its presentation such witnesses as it deems necessary to develop facts pertinent to the Grievance. A written answer, including reason(s), shall be provided to the Grievant within ten (10) calendar days of the meeting provided for in this paragraph. In the event the Grievance arises from a decision or action

made by the Mayor or Board of Trustees, the Grievance may be initiated at Step 2 provided the time limits set forth in Step 1 are adhered to.

STEP 3. If the Grievance is not resolved at the Mayoral level, the Union may submit it to binding arbitration, provided written notice indicating such is filed with the Mayor's office within twenty (20) calendar days of the answer rendered by the Mayor's office, or if no answer is filed, within twenty (20) calendar days of the last day on which such answer was due. The Union shall promptly request the Federal Mediation and Conciliation Service (FMCS) to provide a panel of seven (7) qualified Arbitrators who are members of the National Academy of Arbitrators from which the parties may make a selection pursuant to the practices of the Federal Mediation and Conciliation Service (FMCS).

The fees and expenses of the Arbitrator and the Federal Mediation and Conciliation Service (FMCS) shall be shared equally by the City and the Union. The parties likewise shall share the expenses of any transcript(s) which they may jointly request, but all other expenses which may be incurred by either party shall be borne by that party. The Arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The Arbitrator shall consider and decide any question or fact as to whether or not there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The Arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing. The Arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The Arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws or of rules and regulations of administrative bodies that have the force and effect of law. The Arbitrator shall not, in any way, limit or interfere with the powers, duties and responsibilities of the City under law and applicable court decisions. Any decision

or award of the arbitrator rendered within the limitations of this section shall be final and binding upon the City, the Union and the employees.

#### **6.4 Time Limit for Filing**

No Grievance shall be entertained or processed unless it is submitted within the specified time limits after the occurrence of the event giving rise to the Grievance or within the specified time limits after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the Grievance.

If the Grievance is not presented or advanced within the specified time limits contained in this Article, it shall be considered waived or settled on the basis of the City's last answer. If the City does not answer a Grievance or an appeal thereof within the specified time limits outlined in this Article VI, the Union may elect to treat that Grievance as denied at that step and immediately appeal the Grievance to the next step.

## **ARTICLE VII**

### **DISCIPLINE AND DISMISSAL**

#### **7.1 Employee Security**

Sworn Police Officers covered by this Agreement shall not be relieved from duty, suspended, discharged, or disciplined in any manner without just cause.

#### **7.2 Access to Personnel Files**

Personnel files kept by the City on all full-time Sworn Police Officers shall be regarded as confidential and information contained in these files shall not be made available to public or private agencies or to the news media or to credit reporting services or other such agencies without the express consent of the Officer involved, unless otherwise required by law. Also, individual Officers shall

have reasonable access to their own individual personnel files at least once each calendar year upon prior written notice to the Chief of Police or his designee. The City agrees that such access to personnel files will be granted not more than thirty (30) calendar days after the initial written request is submitted. Officers may make copies of any such materials contained in these files. Further, to the extent permitted by law, the City agrees to purge and remove from these files all written reprimands or oral reprimands that were reduced to writing in these personnel files providing these infractions or violations described, have not been repeated in the ensuing eighteen (18) months. All charges against an Officer that were found to be unfounded, exonerated or not sustained shall also be removed upon completion of the investigation.

Officers will not be required to indicate any specific reasons why they may want to review their personnel files and make copies of the materials therein, but if any State of Illinois statutes or Federal law holds that certain specific materials in such files need not be made available to individual Officers, then such materials may be withheld by the City.

### **7.3 Disciplinary Sequence**

The City agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures (which may be any one of the following, depending on the severity of the offense), shall include the following:

- a) oral reprimand
- b) written reprimand
- c) suspension (notice to be given in writing)
- d) discharge (notice to be given in writing)

For an employee to be disciplined for violating a Police Department policy, rule or regulation, that policy, rule or regulation must have been previously reduced to writing and distributed to, posted or otherwise made available to all Police Officers. Any full-time Altamont Police Officer covered by this Agreement is entitled to Union representation at any meeting or hearing called for the specific

purpose of disciplining the employee. If a non-disciplinary meeting turns into a disciplinary meeting, the employee is entitled to recess the meeting until Union representation can be obtained before continuing with any such disciplinary meeting.

#### **7.5 Jurisdiction**

The parties acknowledge that the City of Altamont's Police Committee has exclusive jurisdiction of appeal of all suspensions and the issuance of suspensions greater than five (5) days as well as for discharge of a member officer although nothing in this Agreement affects the right of Administrative Review of a decision by the Police Committee pursuant to Illinois Civil Procedure 735 /LCS/5 "Administrative Review".

#### **7.6 Conference**

Except when detrimental to the general welfare of the City, or when the Chief of Police deems that a Formal Interrogation under the Uniform Peace Officers' Act is not necessary, any employee covered by this Agreement shall have the opportunity, prior to suspension or dismissal, to have Union representation at a conference with the Chief of Police or his designee and at that time, to have full opportunity to review the allegations or reasons for suspension or dismissal and to have ample opportunity to rebut such allegations or reasons, akin to *Cleveland Board of Education v. Loudermill*, 470 U.S. 532, 105 S. Ct. 1487 (1985) and its progeny.

## **ARTICLE VIII**

### **SENIORITY**

#### **8.1 Definition of Seniority**

An employee's seniority shall be the period of the employee's most recent continuous regular full-time employment as a Police Officer, provided

however, that entitlement to employee benefits shall be based on city-wide seniority.

## **8.2 Hiring Date Conflicts**

In the event that more than one employee covered by this Agreement has the same date of hire, seniority of the employees involved shall be resolved based on the order in which their names first appeared on the City and/or Police Department eligibility list, with the earliest name appearing on the list being the most senior Officer. Or, if the ranking of employees on an eligibility list shall not conclusively establish seniority, the dates that original Police Department applications were received shall be used for such purpose.

## **8.3 Probationary Period Seniority**

All newly-hired Sworn Police Officers shall be considered probationary employees until they successfully complete a probationary period of twelve (12) months from the date of hire. Seniority among probationary Officers shall not apply until after they complete their probationary period, in which case they shall then be deemed to have accrued twelve (12) months of seniority with the Police Department. All appropriate benefits, including ranking on the Police Department Seniority List, shall accrue to all covered employees who have completed twelve (12) months of service to the Police Department.

## **8.4 Accrual and Non-Accrual of Seniority**

Seniority shall accrue on a continuous basis following the twelve (12) month probationary period and shall be a determining factor in all such matters in which Officers shall be deemed to have the right to choose. Seniority shall not accrue during any periods in which an Officer is on an unpaid authorized leave of absence or an unpaid disciplinary suspension in excess of thirty (30) days. However, seniority shall continue to accrue during any sick leave or disability leave that an employee may experience, provided that such leave does not exceed twelve (12) months. After twelve (12) months of continuous sick leave or

continuous disability leave, employees shall not continue to accrue seniority. However, any seniority such employees have accrued up to that point shall continue to be carried by the City in their names. Further, any employees who return to work as full-time Sworn Police Officers following extended sick leaves or extended disability leaves shall be entitled to claim and exercise all Police Department seniority they have accumulated up to the point that their seniority ceased to accrue and, upon their return to active duty, the seniority of such employees shall once again continue to accrue.

All seniority shall be lost by an employee who:

- a) voluntarily quits or resigns
- b) is discharged for cause
- c) retires
- d) does not return to work from layoff within three working days following receipt of notice to return
- e) has been on layoff or leave of any type for a period in excess of one year
- f) is absent from work for three consecutive working days without notifying the Chief unless the employee was unable to provide notice due to extenuating circumstances. After absence for three consecutive working days without notice, the Chief shall give written notice to the employee at his last known address that his seniority and employment have been terminated and provide a copy to the Union.

#### **8.5 Seniority and Reduction In Force**

If the City determines that a reduction of force is necessary, it shall be implemented based on skill, ability and qualification as determined by the City, with seniority being the tie breaker. Further, any Officer removed from the force as a result of this procedure shall be subject to recall for a period of one (1) year before any new employees are hired to replace them.

#### **8.6 Seniority and Vacation Scheduling**

Vacations shall be selected and scheduled based on seniority and the bargaining unit shall settle any conflicts pertaining to seniority pursuant to this Article VIII §2 entitled "Hiring Date Conflict". There shall be no "bumping" of scheduled vacations by Officers with greater seniority after a request has been approved.

#### **8.7 Seniority and Overtime**

Scheduled overtime assignments of Police Officers covered by this Agreement shall be based on Police Department seniority meaning Officers will be offered overtime starting with the most senior officer then down to the most junior Officer. Full-time bargaining unit member officers will be offered any unscheduled overtime first by seniority before it is offered to a Part-time Officer. Part-time Officers are not part of the bargaining unit and this Article does not affect the scheduling of Part-Time Officers.

#### **8.8 Seniority and Rescheduling (Trading) Of Shifts**

The City agrees that regularly scheduled shifts and regularly scheduled days off may periodically be voluntarily traded between individual Officers without regard to seniority, with the approval of the Chief. In such instances, both Officers involved in a given shift trade must notify and obtain approval from the Chief of Police or his designee at least twenty four (24) hours in advance of the starting time of the shift being traded. Also, such voluntary shift rescheduling must be reciprocal so that the City will not be obligated to compensate either Officer at an overtime rate, unless the original shift being traded was to have been an overtime shift. Nothing in this Article shall prevent an officer from reciprocating by transferring Compensatory Time in lieu of working.

## **ARTICLE IX**

### **EMPLOYMENT PRACTICES & PROCEDURES**

#### **9.1 Court Time Compensation**

The City agrees that all full-time sworn Police Officers will be compensated for Court appearances at the minimum rate of three (3) 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 three (3) hours at the rate of one and one-half (1½) 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 works third shift and has a Court appearance at 1:30 p.m., and the Court appearance ends before the regular third shift starting time, that Officer will be paid for three (3) hours. If the Court time runs past the Officer's scheduled shift starting time that Officer's compensation shall begin with the start of the Court call and shall continue uninterrupted through the Officer's scheduled shift.

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 three (3) 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 three (3) 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.

#### **9.2 Call-In Compensation**

The City agrees that any Officer who is called in prior to the start of a regularly scheduled shift, or who is called in on what would otherwise be a regularly

scheduled day off, shall be compensated for a minimum of two (2) hours, to be paid at the normal overtime rate of pay.

### **9.3 Uniform Allowance**

As soon after their date of hire as is reasonable and practicable, the City agrees to provide all probationary Officers with uniforms and necessary equipment prior to the start of such probationary Officer's first shift as a sworn Altamont Police Officer. Thereafter, the City will reimburse all Officers for uniforms and other related equipment in an amount up to \$600 per year, subject to the approval of the Chief and upon providing an appropriate proof of purchase. The Officer's annual allowance can be used to purchase any and all authorized uniform equipment to include any work related items. All items purchased with the annual allowance become the property of the officer unless the officer is dismissed for cause. Additionally, the City agrees to provide each sworn Officer with a new body armor vest, at a level IIA or its equivalent and vest carrier immediately upon completion of the Officer's probationary period and once every five years thereafter. The Officer may upgrade the vest but will pay for the difference in cost.

The City will also provide retired Officers with a retirement star and Identification upon request.

If an officer uses any of the uniform allowance for the purchase of a weapon, upon separation of service, the weapon shall be returned to the City. The officer shall be given the opportunity to purchase the weapon at fair market value.

### **9.5 Overtime Compensation and Compensatory Time**

Full-time Sworn Police Officers may be required to work overtime in both emergency and non-emergency situations. In either case, overtime shall be duly authorized and approved by the Chief of Police or his designee. Officers required to work overtime shall be compensated for such time at the rate of one and one-half (1½) times the regular hourly rate of pay. Overtime is defined as all

"hours worked" in excess of their regularly scheduled shift or all assigned work in excess of forty (40) hours in any one pay period (including the Officer's required days off) and shall be earned in minimum increments of thirty (30) minutes each. Nothing in this section shall conflict with the holiday overtime rate described in Article X and XI of this Agreement.

Overtime shall be paid along with the regular-time compensation in the Officers' regularly scheduled paychecks, unless individual officers elect to receive their overtime pay in the form of compensatory time. Officers will be eligible to take compensatory time in lieu of overtime payments, subject to the requirements of the Fair Labor Standards Act and subject to approval by the Chief. All Officers will be able to accumulate compensatory time up to a limit of one hundred fifty (150) hours with a cash out provision for payment of forty (40) accumulated compensatory hours twice a year.

**9.6 Account Balances**

Account balances for sick leave, vacation time and personal days shall be expressed on the paycheck stubs of individual Officers. A compensatory time spread sheet shall be posted monthly.

**9.7 Secondary Employment**

The City agrees that all full-time sworn Police Officers covered by this Agreement who desire to take on secondary employment may only do so upon approval of the Chief of Police. Prior to accepting secondary employment, the officer shall submit a request to the Chief of Police or his designee for approval. It shall state, among other information, the name of the secondary employer, a contact person, the nature of the secondary employment and the expected days and hours of work per week.

### **9.8 Squad Car Assignments**

The Mayor and City Council may assign a take home squad car to any full-time police officer at his discretion.

### **9.9 Rules, Regulations, Policies and Procedures**

The Chief of Police or his designee may promulgate 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 full-time Sworn Altamont Police Officers 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 or future Rule, Regulation, Policy or Procedure directly conflicts with the Articles or Sections of this Agreement, this Agreement shall take precedence over such conflicting Rules, Regulations, Policies and procedures.

## **ARTICLE X**

### **HOLIDAYS AND LEAVES**

#### **10.1 Holidays**

The City of Altamont agrees that all bargaining unit members shall receive at least ten (10) annual paid holidays. Officers who work on any of the holidays listed will be paid at the rate of one and one half (1 ½) times their regular rate of pay for all hours worked and an additional standard shift hours of pay at the regular rate.

The Holidays Are:

New Year's Eve	New Year's Day	Labor Day
Good Friday	Veteran's Day	Easter
Thanksgiving Day	Memorial Day	Christmas Eve
Friday After Thanksgiving	Independence Day	Christmas Day

The day after Christmas upon the discretion of the Mayor

**10.2 Personal Leave/Sick Leave Days**

The City agrees to provide all full time Sworn Police Officers with eighty (80) paid personal/sick leave hours per calendar year. Sick Leave days can be used for personal business or for an illness of his/her own or that of a spouse, child, or parent. Up to one thousand forty (1040) sick leave hours can be accumulated and rolled over to the following year and each year thereafter.

Each employee will receive twenty four (24) Personal Leave hours which can be used in minimum increments of one-half day. Officers requesting a personal/sick leave day will make notification to the appropriate supervisor no later than four (4) hours when practical, before the start of the Officer's regularly scheduled shift, unless an emergency occurs that prevents the Officer from complying with the four (4) hour requirement. An Officer using three (3) or more consecutive sick leave days, or if the Chief of Police reasonably suspects that an officer is engaging in sick leave abuse, that officer will be required to present verification of illness from a medical doctor or medical facility. The time used to verify the illness shall be considered "hours worked" provided sick leave abuse has not taken place.

### **10.3 Bereavement Leave**

In the event of death in the immediate family of a regular, full-time police officer, the officer may be granted, by the Commissioner/Mayor, a leave of absence with pay and benefits up to three (3) days (if local) or up to five (5) days (if substantial travel is necessary). The Mayor shall determine the amount of time off. The immediate family is defined as follows: Father, Mother, Husband, Wife, Son, Daughter, Grandchildren, Brother, Sister, Mother In Law, Father In Law, and Step Children.

The Commissioner/Mayor under special circumstances may approve a leave in addition to the specified duration. However, such an additional leave may be without pay.

### **10.4 Jury Duty Leave, Court Leave**

Any full-time Sworn Police Officer covered by this Agreement who is summoned as a witness in a criminal or civil Court proceeding or is summoned and reports for jury duty shall be granted leave to fulfill such duty. The City shall compensate any Officer who is required to serve as a juror or participate in a Criminal or Civil Court proceeding at his or her regular rate of pay, assuming such Court or Court-related appearance takes place when the Officer would have been scheduled to work. The Officer shall present proof of such service to the Chief of Police or his designee. Any fees or expense reimbursements that are paid to the Officer for such duty shall, in turn, be paid by the Officer to the City.

### **10.5 Military Leave**

The parties agree that they will be bound by the provisions of all state and federal military leave statutory requirements during the duration of this Agreement.

#### **10.6 Family Medical Leave Act**

Bargaining unit employees will be eligible for leave under the Family Medical Leave Act under the same terms and conditions as are applicable to other, similarly-situated city employees.

## **ARTICLE XI**

### **VACATION LEAVE**

#### **11.1 Earned Paid Vacation**

Vacation days are earned monthly and hours recorded on each employee's pay stub the fourth payroll of each month. The following hours will be accrued monthly, beginning with the employee's first month of employment. The hire date determines years of service. Upon an employee's anniversary date, benefits will accrue according to the following schedule for all full-time employees.

Years of Service	Monthly Hours Accrued	Total Weeks of Vacation
1	3.33	1
2	6.66	2
9	10	3
19	13.33	4

All new employees can take vacation after six (6) months of continuous employment.

A total of two (2) years equivalent vacation earnings can be carried over.  
Example: An employee employed for nineteen (19) years or more earns four (4)

weeks' vacation per year, and therefore, can carry over a maximum of eight (8) weeks (40 days). Additional days must be taken or will be lost at the end of the year.

Separating employees will be paid for hours accrued, but unused, as of separation date.

Employees leaving before retirement can use vacation hours to extend their employment time by the number of hours accrued. Additional time will not be accrued for the time being used to extend their employment.

## **ARTICLE XII**

### **HEALTH & WELFARE BENEFITS**

#### **12.1 Medical/Hospitalization/Dental Insurance**

Bargaining unit employees will be eligible for Medical Hospitalization/Dental Insurance under the same terms and conditions as are applicable to other, similarly-situated city employees.

#### **12.2 Disability and Worker's Compensation**

According to existing State of Illinois statute (5 ILCS 345/1 PUBLIC EMPLOYEE DISABILITY ACT), any full-time Sworn 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 Altamont 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. 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 his 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.

### **12.3 Pension**

Bargaining unit employees will be eligible for IMRF Pension contributions under the same terms and conditions as are applicable to other, similarly situated city employees

### **12.4 Death Benefits**

Bargaining unit employees will be eligible for Death Benefits under the same terms and conditions as are applicable to other, similarly-situated city employees.

**ARTICLE XIII**  
**BASE SALARY ADJUSTMENTS**

**13.1 Wages**

**A. Wage Schedule**

Effective May 1, 2023 the following bargaining unit employees will be placed on the following wage schedule:

	Current	May 1, 2023	May 1, 2024	May 1, 2025
		\$2.00/hr.	\$1.00/hr	\$1.00/hr
Starting without certification	\$18.69	\$20.69	\$21.69	\$22.69
Starting with certification	\$19.29	\$21.29	\$22.29	\$23.29
After First Year	\$20.39	\$22.39	\$23.39	\$24.39
After Second Year	\$21.37	\$23.37	\$24.37	\$25.37
After Third Year	\$22.46	\$24.46	\$25.46	\$26.46
After Fourth Year	\$23.61	\$25.61	\$26.61	\$27.61

Note: Immediately upon completing the Academy and being State certified an Officer will receive a wage increase to the "Starting with Certification" Step.

Any Corporal will be paid an additional seventy-five cents (.75) per hour added to his base rate of pay.

Any Sergeant will be paid an additional one dollar (1.00) per hour added to his base rate of pay.

Any Lieutenant will be paid an additional one dollar and fifty cents (1.50) per hour added to his base rate of pay.

No Part-time Officer will be paid a higher hourly wage than a starting Full-time Officer's pay rate.

Any additional stipend paid to an officer shall not be compounded in the hourly increase.

**B. Canine Officer**

The Canine Officer will be paid a stipend of \$75.00 per week to account for the additional time and responsibility of the position.

**C. Longevity Pay**

After completion of six (6) years with the City – 2% added to base pay

After completion of twelve (12) years with the City – 2% added to base pay

After completion of sixteen (16) years with City - 2% added to base pay

After completion of twenty (20) years with the City – 2% added to base pay

**D. Discretionary Increases**

The parties recognize that the Employer may, at its sole discretion, increase an Officer's base pay rate based on merit, completion of training/certification courses, or for other non-discriminatory reasons. If the City awards an across the board wage increase to all employees higher than the amounts listed in this Agreement, the Officers and Sergeants will receive the higher increase.

## **ARTICLE XIV**

### **MISCELLANEOUS WORKING CONDITIONS**

#### **14.1 Equipment Safety**

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

#### **14.2 Drug Screening**

All applicants for employment as City of Altamont Police Officers shall be required to take and pass a standardized drug screening process before being hired by the City. Testing of such applicants shall be done according to State of Illinois and/or Federal guidelines and statutes, and shall be performed specifically according to the terms and conditions of the Illinois Controlled Substances Act, 720 ILCS 570/101. Police Officers may be required to submit to random drug testing following auto accidents, weapons discharges, reasonable suspicion that a specific officer is under the influence of alcohol or drugs, as part of a random testing process and under such other circumstances as are consistent with Illinois State statutes. Random drug and alcohol screening shall be effectuated by either a random selection of names from either a computer program designed to accomplish that task or through random selection of all names of officers in the bargaining unit by the Chief of Police from a container which causes no prior knowledge of the names to be selected.

Any bargaining unit member who tests positive, refuses to take a test or who alters (or attempts to alter) a test sample shall be subject to immediate discharge, except those officers who voluntarily submit themselves for rehabilitation or drug or alcohol addiction treatment, conditioned upon their successful completion of all treatment or therapy for said alcohol or drug use or addiction as recommended by their physician or treatment provider or the recommendation of the City's physician or treatment provider. Officers who undergo treatment for drug or alcohol use or addiction shall be subject to unlimited random drug and/or alcohol screening, apart from random testing for all officers, for one (1) year after conclusion of treatment. A second positive drug or alcohol test (refusal to take a test or attempt to alter a sample) during the

employment of a bargaining unit member who has undergone rehabilitation shall subject that member to immediate termination.

#### **14.3 Light Duty Assignments**

Officers who are injured, disabled or ill may be assigned to light-duty work for the duration of their incapacity, at the discretion of the Chief of Police and the City Board. However, light-duty assignments may be made on a case-by-case basis and must balance the needs of the Altamont Police Department against the capabilities and medical needs of the individual Officer as well as the recommendations of the Officer's medical provider.

#### **14.4 Lateral Transfers**

The City shall determine the initial compensation of the laterally-hired Officer. A laterally-hired Officer is considered a newly-hired Officer for purposes of seniority.

### **ARTICLE XV**

#### **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, subsection 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 XVI**

### **ENTIRE AGREEMENT**

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

Before making any changes in working conditions not contained in this Agreement which are mandatory topics of bargaining, the City shall notify the Union of its intention to make the proposed changes. Upon such notification, and if requested by the Union, the City shall meet with the Union, and discuss such changes before implementation. Any changes made without such notice shall be considered temporary pending the completion of such discussions. If the Union becomes aware of such a change and has not received the necessary notification, the Union will notify the City as soon as possible and request discussion of such changes if discussion is desired.

## ARTICLE XVII

### DURATION

This Agreement shall be effective on the date of execution, and shall remain in full force and effect until 11:59 p.m. on the 30th day of April 2026. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than forty-five (45) days prior to the anniversary date which can be waived by mutual consent.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached either through collective bargaining, mediation or Arbitrator's Award.

Agreed to, signed and entered into this 24 day of April 2023.

Illinois Council of Police

City of Altamont



Richard Bruno, President



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Chapter Representative

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## **APPENDIX "A"**

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

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

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

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

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

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

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

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

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

(d) "Interrogation" means the questioning of an officer pursuant to the formal investigation procedures of the respective State agency or local governmental unit in connection with an alleged violation of such agency's or unit's rules which may be the basis for filing charges seeking his or her suspension, removal, or discharge. The term does not include questioning (1) as part of an informal inquiry or (2) relating to minor infractions of agency rules which may be noted on the officer's record but which may not in themselves result in removal, discharge or suspension in excess of 3 days.

(e) "Administrative proceeding" means any non-judicial hearing which is authorized to recommend, approve or order the suspension, removal, or discharge of an officer.

(Source: P.A. 90-577, eff. 1-1-99.)

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

Sec. 3. Whenever an officer is subjected to an interrogation within the meaning of this Act, the interrogation shall be conducted pursuant to Sections 3.1 through 3.11 of this Act.

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

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

Sec. 3.1. The interrogation shall take place at the facility to which the investigating officer is assigned, or at the precinct or police facility which has jurisdiction over the place where the incident under investigation allegedly occurred, as designated by the investigating officer.

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

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

Sec. 3.2. No officer shall be subjected to interrogation without first being informed in writing of the nature of the investigation. If an administrative proceeding is instituted, the officer shall be informed beforehand of the names of all complaints. The information shall be sufficient as to reasonably apprise the officer of the nature of the investigation.

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

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

Sec. 3.3. All interrogations shall be conducted at a reasonable time of day. Whenever the nature of the alleged incident and operational requirements permit, interrogations shall be conducted during the time when the officer is on duty.

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

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

Sec. 3.4. The officer under investigation shall be informed of the name, rank, and unit or command of the officer in charge of the investigation, the interrogators, and all persons present during any interrogation except at a public administrative proceeding.

(Source: P.A. 94-344, eff. 1-1-06)

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

Sec. 3.5. Interrogation sessions shall be of reasonable duration and shall permit the officer interrogated reasonable periods for rest and personal necessities.

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

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

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

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

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

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

Sec. 3.8. Admissions; counsel; verified complaint.

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

(b) Anyone filing a complaint against a sworn peace officer must have the complaint supported by a sworn affidavit.

(Source: P.A. 93-592, eff. 1-1-04.)

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

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

If a collective bargaining agreement requires the presence of a representative of the collective bargaining unit during investigations, such representative shall be present during the interrogation, unless this requirement is waived by the officer being interrogated.

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

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

Sec. 3.10. Admissions or confessions obtained during the course of any interrogation not conducted in accordance with this Act may not be utilized in any subsequent disciplinary proceeding against the officer.

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

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

Sec. 3.11. In the course of any interrogation no officer shall be required to submit to a polygraph test, or any other test questioning by means of any chemical substance, except with the officer's express written consent. Refusal to

submit to such tests shall not result in any disciplinary action nor shall such refusal be made part of his or her record.

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

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

Sec. 4. The rights of officers in disciplinary procedures set forth under this Act shall not diminish the rights and privileges of officers that are guaranteed to all citizens by the Constitution and laws of the United States and of the State of Illinois.

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

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

Sec. 5. This Act does not apply to any officer charged with violating any provisions of the Criminal Code of 1961, or any other federal, State, or local criminal law.

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

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

Sec. 6. The provisions of this Act apply only to the extent there is no collective bargaining agreement currently in effect dealing with the subject matter of this Act.

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

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

Sec. 7. No officer shall be discharged, disciplined, demoted, denied promotion or seniority, transferred, reassigned or otherwise discriminated against in regard to his or her employment, or be threatened with any treatment as retaliation for or by reason of his or her exercise of the rights granted by this Act.

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