

ILLINOIS FOP LABOR COUNCIL

and

CITY OF SILVIS

Patrol Officers And Sergeants

May 1, 2014 – April 30, 2018

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



TABLE OF CONTENTS

PREAMBLE 1

ARTICLE 1 - MANAGEMENT RIGHTS 1

ARTICLE 2 - SUBCONTRACTING..... 1

 SECTION 2.1. GENERAL POLICY..... 1

ARTICLE 3 - SILVIS CIVIL SERVICE COMMISSION NEW CLASSIFICATION AND VACANCIES/DISCIPLINE 2

 SECTION 3.1. VACANCIES..... 2

 SECTION 3.2. RECOGNITION OF CIVIL SERVICE COMMISSION..... 2

 SECTION 3.3. DISCIPLINE AND DISCHARGE..... 2

 SECTION 3.4. LIMITATION..... 2

 SECTION 3.5. PRE DISCIPLINARY MEETING..... 2

 SECTION 3.6. INVESTIGATORY INTERVIEWS..... 3

 SECTION 3.7. WRITTEN NOTICE..... 3

 SECTION 3.8. PSYCHOLOGICAL TESTING..... 3

 SECTION 3.9. BILL OF RIGHTS..... 3

ARTICLE 4 - NO STRIKE/NO LOCKOUT 3

 SECTION 4.1. NO STRIKE COMMITMENT..... 3

 SECTION 4.2. DISCIPLINE OF STRIKERS..... 4

 SECTION 4.3. NO LOCKOUT..... 4

 SECTION 4.4. JUDICIAL RELIEF..... 4

ARTICLE 5 - GRIEVANCE PROCEDURE 4

 SECTION 5.1. DEFINITION..... 4

 SECTION 5.2. PROCEDURE..... 4

 SECTION 5.3. ARBITRATION..... 5

 SECTION 5.4. GRIEVANCE PROCESSING..... 5

ARTICLE 6 - LAYOFF 5

 SECTION 6.1. LAYOFF..... 5

 SECTION 6.2. LAYOFF ORDER..... 6

 SECTION 6.3. RECALL..... 6

ARTICLE 7 - SENIORITY 6

 SECTION 7.1. DEFINITION OF SENIORITY..... 6

 SECTION 7.2. PROBATION PERIOD..... 6

 SECTION 7.3. PROBATION PERIOD AFTER PROMOTION..... 6

 SECTION 7.4. SENIORITY LIST..... 6

 SECTION 7.5. TERMINATION OF SENIORITY..... 7

 SECTION 7.6. SENIORITY IN RANK..... 7

 SECTION 7.7. PROMOTION..... 7

ARTICLE 8 - PERSONNEL FILES..... 7

 SECTION 8.1. PERSONNEL FILES..... 7

 SECTION 8.2. INSPECTION..... 7

 SECTION 8.3. NOTIFICATION..... 8

 SECTION 8.4. EMPLOYEES' RIGHTS TO PLACE INFORMATION IN FILES..... 8

 SECTION 8.5. INFORMATION FOR EVALUATIONS..... 8

ARTICLE 9 - INDEMNIFICATION..... 8

ARTICLE 10 - LEAVES OF ABSENCE 8

SECTION 10.1. LEAVES	8
SECTION 10.2. APPLICATION FOR LEAVE	8
SECTION 10.3. PERSONAL DAYS.....	9
SECTION 10.4. BEREAVEMENT PAY.....	9
SECTION 10.5. EXEMPT LEAVE.....	9
ARTICLE 11 - SICK LEAVE	9
SECTION 11.1. ACCUMULATION AND USE	9
SECTION 11.2. WORKERS' COMPENSATION.	10
SECTION 11.3. MEDICAL APPOINTMENTS.....	10
SECTION 11.4. PROOF OF ILLNESS.	10
SECTION 11.5. INJURY OR ILLNESS.....	11
SECTION 11.6. FAMILY AND MEDICAL LEAVE.....	12
ARTICLE 12 - VACATIONS.....	12
SECTION 12.1. VACATION ALLOWANCE.....	12
SECTION 12.2. VACATION PAY.....	13
SECTION 12.3. CONFLICTS IN VACATIONS.....	13
ARTICLE 13 - HOLIDAYS	13
SECTION 13.1. HOLIDAYS.....	13
SECTION 13.2. HOLIDAY HOURS FOR OVERTIME PURPOSES.....	13
SECTION 13.3. TIME OFF REQUESTS.....	14
ARTICLE 14 - SAFETY ISSUES	14
SECTION 14.1. DISABLING DEFECTS.....	14
ARTICLE 15 - INSURANCE.....	14
SECTION 15.1. COVERAGE.....	14
SECTION 15.2. COST.....	15
SECTION 15.3. TERMS OF INSURANCE POLICIES TO GOVERN.....	15
SECTION 15.4. IRC SECTION 125 PLAN.....	15
SECTION 15.5. INSURANCE ADVISORY COMMITTEE.....	15
SECTION 15.6. LIFE INSURANCE.....	16
SECTION 15.7. OPTICAL PROGRAM.....	16
ARTICLE 16 - GENERAL PROVISIONS	16
SECTION 16.1. EXAMINATION OF TIME SHEETS.....	16
SECTION 16.2. INOCULATION AND IMMUNIZATION.....	16
SECTION 16.3. REPLACEMENT OF PERSONAL EFFECTS.....	16
SECTION 16.4. FUNERAL AND BURIAL EXPENSES.....	16
SECTION 16.5. UNIFORM ALLOWANCE.....	16
SECTION 16.6. PENSION PARTICIPATION.....	17
SECTION 16.7. OVERTIME PAYMENT.....	18
SECTION 16.8. CALL-BACK.....	18
SECTION 16.9. COURT TIME.....	18
SECTION 16.10. PAYCHECKS.....	18
SECTION 16.11. COMPENSATORY TIME.....	18
ARTICLE 17 - HOURS OF WORK AND OVERTIME	18
SECTION 17.1. APPLICATION OF ARTICLE.....	18
SECTION 17.2. NORMAL WORK PERIOD.....	18
SECTION 17.3. CHANGES IN NORMAL WORK PERIOD.....	19
SECTION 17.4. OVERTIME.....	19
SECTION 17.5. COMPENSATORY TIME.....	19
SECTION 17.6. REQUIRED OVERTIME.....	20

SECTION 17.7. NO PYRAMIDING.....	20
ARTICLE 18 - WAGES.....	20
SECTION 18.1. BASE WAGES.....	20
SECTION 18.2. EDUCATIONAL INCENTIVE PAY.....	20
SECTION 18.3. LONGEVITY.....	21
SECTION 18.4. MUTUAL EXCLUSIVITY.....	21
SECTION 18.5. SHIFT DIFFERENTIAL.....	21
SECTION 18.6. FTP COMPENSATION.....	21
SECTION 18.7. OUT OF RANK PAY.....	21
SECTION 18.8. INVESTIGATORS.....	21
SECTION 18.9. DEFERRED COMPENSATION.....	21
SECTION 18.10. CANINE UNIT.....	21
ARTICLE 19 - DUES CHECKOFF.....	22
SECTION 19.1. GENERAL.....	22
SECTION 19.2. PAYROLL DEDUCTION OF UNION DUES OR FAIR SHARE FEE.....	22
SECTION 19.3. INVOLUNTARY DEDUCTIONS.....	22
SECTION 19.4. OBJECTIONS ON RELIGIOUS GROUNDS.....	22
SECTION 19.5. OBJECTIONS ON OTHER GROUNDS.....	22
SECTION 19.6. INDEMNIFICATION.....	23
ARTICLE 20 - DRUG FREE WORKPLACE POLICY.....	23
ARTICLE 21 - ENTIRE AGREEMENT.....	23
ARTICLE 22 - CONFERENCES AND TRAVEL ALLOWANCE.....	24
ARTICLE 23 - COLLECTIVE BARGAINING.....	25
SECTION 23.1. NEGOTIATIONS.....	25
ARTICLE 24 - POST SHOOTING OR TRAUMATIC INCIDENT PROCEDURE.....	25
SECTION 24.1. INTENT.....	25
SECTION 24.2. PROCEDURE.....	25
ARTICLE 25 – DURATION AND SIGNATURE.....	26
SECTION 25.1. DURATION.....	26
SECTION 25.2. CONTINUING EFFECT.....	26
SIGNATURE PAGE.....	26
APPENDIX A – BASE WAGE SCALES.....	27
APPENDIX B – SENIORITY LIST.....	28
APPENDIX C – DUES DEDUCTION FORM.....	29
APPENDIX D.....	30
SIDE LETTER OF AGREEMENT.....	31

PREAMBLE

This Agreement is entered into by and between the City of Silvis, an Illinois municipal corporation (herein referred to as the "EMPLOYER") and the Illinois Fraternal Order of Police Labor Council representing the Silvis Police Association (herein referred to as the "UNION").

The purpose of this Agreement is to provide an orderly relationship between the Employer and the Union representing the Silvis Police Association, and to make clear the basic terms upon which such relationship depends. It is the intent of both the EMPLOYER and UNION to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees' wages, hours, and working conditions.

In consideration of mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

ARTICLE 1 - MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Employer retains all rights to manage and direct the affairs of the Employer in all of its various aspects and to manage and direct its employees, to make and implement decisions with respect to the operation and management of its operations in all respects, including all rights and authority possessed or exercised by the Employer prior to the recognition of the UNION as the bargaining agent for the employees covered by this Agreement. These rights and authority include, but are not limited to the following: to plan, direct, control and determine all the operations and services of the Employer; to utilize and select suppliers and subcontractors; to supervise and direct the working forces; to establish the qualifications for hire and conditions for continued employment and to select, hire, evaluate, promote, demote and transfer employees; to schedule and assign work; to establish and enforce work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which the Employer operations and services shall be provided or purchased; to determine whether services are to be provided by employees covered by this Agreement or by other employees or non-employees not covered by this Agreement; to make, alter and enforce rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; to layoff or otherwise relieve employees from duty because of lack of work or for other reasons; and to take any and all actions as may be necessary to carry out the mission of the Employer in situations of local disaster or civil unrest emergencies as may be formally declared by the Mayor or his designee or the City Council.

ARTICLE 2 - SUBCONTRACTING

Section 2.1. General Policy.

It is the general policy of the EMPLOYER to continue to utilize employees to perform work they are qualified to perform. It is also the policy of the EMPLOYER that police officers should be utilized for tasks whose nature falls within the normal scope of police work. However,

the employer reserves the right to contract out any work it deems necessary in the interests of economy, improved work product, or emergency.

Work performed by the contractor shall not reduce regular working hours or benefits of regular employees covered by the Agreement.

The use of officers from an outside agency is permitted. However, the use of outside agency officers shall only be permitted if an officer(s) from the UNION is not available to work. Every effort must be made to contact members of the UNION before notifying outside agencies.

ARTICLE 3 - SILVIS CIVIL SERVICE COMMISSION **NEW CLASSIFICATION AND VACANCIES/DISCIPLINE**

Section 3.1. Vacancies.

Vacancies shall be filled in accordance with the rules of the Civil Service Commission of the City of Silvis.

Section 3.2. Recognition of Civil Service Commission.

The parties recognize that the Silvis Civil Service Commission has certain statutory authority over sworn peace officers' covered by this Agreement, including but not limited to certain authority over discipline and discharge of employees, administration of examinations for initial appointments and promotions, and the right to make, alter and enforce rules and regulations. Nothing in this agreement is intended in any way to replace or diminish the authority of the Civil Service Commission.

Section 3.3. Discipline and Discharge.

The parties recognize the principles of progressive and corrective discipline. Disciplinary action or measures shall include only the following:

- oral reprimand
- written reprimand
- suspension (notice to be given in writing)
- discharge

Disciplinary action may be imposed upon an employee only for just cause. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 3.4. Limitation.

The Employer's agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline which is commensurate with the severity of the offense. The Employer shall notify both the employee and Union of disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense.

Section 3.5. Pre disciplinary Meeting.

For discipline other than oral and written reprimands, prior to notifying the employee of the contemplated discipline to be imposed, the Employer shall notify the local Union of the meeting and then shall meet with the employee involved and inform the employee of the reason for such contemplated discipline, including any names of witnesses and copies of pertinent

documents. The employee shall be informed of his contract rights to Union representation and shall be entitled to such, if so requested by the employee, and the employee and Union Rep shall be given the opportunity to rebut or clarify the reasons for such discipline. If the employee does not request Union representation, a Union Rep shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

Section 3.6. Investigatory Interviews.

Where the Employer desires to conduct an Investigatory interview of an employee where the results of the interview might result in discipline, the Employer agrees to first inform the employee that the employee has a right to Union representation at such interview. If the employee desires such Union representation, no interview shall take place without the presence of a Union representative. The role of the Union representative is limited to assisting the employee, clarifying the facts and suggesting other employees who may have knowledge of the facts.

Section 3.7. Written Notice.

The employee shall be notified in writing of disciplinary action imposed, be advised of the specific nature of the offense and be given direction as to future behavior.

Section 3.8. Psychological Testing.

Employees cannot be ordered to undergo psychological testing unless the Employer has reasonable suspicion to believe that the employee is impaired and cannot perform the functions of his job duties

At the time an employee is ordered to submit to psychological testing, the City shall provide the employee with a written notice of the order setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test.

The employee shall retain all rights as afforded to him under the provisions of the ILCS dealing with Mental Health.

Section 3.9. Bill of Rights.

In the event the Employer deems it necessary to interrogate an employees' for any action that may lead to a suspension without pay, the Employer agrees to provide at least seventy-two (72) hours notice and follow the guidelines as established in the Peace Officers Disciplinary Act as defined in the Illinois Compiled Statutes (50 ILCS 725 et. seq.) as may be amended from time to time.

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.

ARTICLE 4 - NO STRIKE/NO LOCKOUT

Section 4.1. No Strike Commitment.

No officer will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage or the concerted interference with the full, faithful, and proper performance of the duties of employment with the Employer during the term of this Agreement.

Section 4.2. Discipline of Strikers.

Any officer who violates the provisions of Section 1 of the Article shall be subject to immediate discharge.

Section 4.3. 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.

Section 4.4. Judicial Relief.

Nothing contained herein shall preclude the Employer or the UNION from obtaining a temporary restraining order, damages, and other judicial relief as determined appropriate by the court.

ARTICLE 5 - GRIEVANCE PROCEDURE

Section 5.1. Definition.

A "grievance" is defined as a dispute or difference of opinion raised by the UNION against the City involving an alleged violation or misapplication of an express provision of this Agreement, except that any dispute or difference of opinion concerning the imposition of discipline which is subject to the jurisdiction of the Civil Service Commission of the City of Silvis shall not be considered a grievance under the Agreement. The grievance procedure shall supersede any other City grievance procedure.

Section 5.2. Procedure.

A grievance filed against the City shall be processed in the following manner:

- Step 1: The UNION shall submit the grievance in writing to the Police Chief. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than five (5) business days from the date of the occurrence of the matter giving rise to the grievance or within five (5) business days after the employee through the use of reasonable diligence should have obtained knowledge of the occurrence or event giving rise to the grievance. The Chief of Police shall render a written response to the grievance within five (5) business days after the grievance is presented, provided, however, that such five (5) day period for response may be held in abeyance for thirty (30) days if mutually agreed to by the parties.
- Step 2: If the grievance is not settled at Step 1 and the Union desires to appeal, it shall be referred by the Union in writing to the Public Safety Committee within five (5) business days after receipt of the Department's answer in Step 1. Thereafter, the Public Safety Committee or its designee and the Police Chief or other appropriate individuals as desired by the City Council shall meet with the Union within fifteen (15) business days of receipt of the Union's appeal. If no agreement is reached, the City Council or designee shall submit a written answer to the Union within fifteen (15) business days following the meeting

Section 5.3. Arbitration.

If the grievance is not settled in Step 2 and the Union wishes to appeal the Grievance from Step 2 of the grievance procedure, the UNION may refer the Grievance to arbitration, as described below, within fifteen (15) business days of receipt of the Council's written answer as provided to the Union at Step 3.

- a. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the event the parties shall jointly request, the Federal Mediation and Conciliation Service or 'the American Arbitration Association will submit a panel of five (5) arbitrators. Each party retains the right to reject one (1) panel in its entirety and request that a new panel be submitted. Both the City Council and the Union shall have the right to strike two (2) names from the panel. The parties shall alternate in striking one (1) name at a time. The person remaining shall be the arbitrator. The parties shall determine which will strike first by a coin flip.
- b. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, which the parties shall attend.
- c. The Council and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Council and Union retain the right to employ legal counsel.
- d. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The Arbitrator's decision is final and binding.
- e. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- f. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be split equally between the UNION and the Employer. However, each party shall be responsible for compensating its own representative and witnesses.

Section 5.4. Grievance Processing.

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

ARTICLE 6 - LAYOFF

Section 6.1. Layoff.

The Employer, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs, whether in a rank or assignment are necessary, employees covered by this Agreement will be laid off in accordance with their seniority.

Section 6.2. Layoff Order.

Sworn police officers who are probationary, auxiliary, temporary or part-time employees of the police department shall be laid off first: then full-time employees shall be laid off in inverse order of their seniority. No employees will be hired to perform or permitted to perform those duties normally performed by a bargaining unit employee while any bargaining unit member is on layoff status. Individual employees shall receive notice, in writing, of the layoff not less than fifteen (15) days prior to the effective date of such layoff.

Section 6.3. Recall.

Employees shall be recalled from layoff in the inverse order, up to three (3) years of their layoff. No new employees shall be hired until all employees on layoff in that particular job classification desiring to return to work shall have been given the opportunity to return to work.

In the event of recall, eligible employee shall receive notice of recall by certified mail, return receipt requested. It is the responsibility of all employees eligible for recall to notify the Employer of their address. Upon receipt of the notice of recall, employees shall have ten (10) business days to notify the Employer of their acceptance of the recall.

If a layoff occurs pursuant to this Article, unit members affected shall be given first option for any reduced hours normally allotted to part-time employees within the Police Department.

ARTICLE 7 - SENIORITY

Section 7.1. Definition of Seniority.

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service and/or employment in rank covered by this Agreement from the date of last hire.

Section 7.2. Probation Period.

An employee is a "probationary employee" for his first twelve (12) months of active employment, or 2080 regular hours. No matter concerning discipline, layoff or termination of a probationary employee shall be subject to the grievance and arbitration procedures. A probationary employee shall have no seniority, except as otherwise provided in this Agreement, until he has completed his probationary period. Upon the completion of his probationary period, he will acquire seniority from his date of hire.

Section 7.3. Probation Period After Promotion.

Any promotion of an employee shall be a "probationary" for the first twelve (12) months of active employment or 2080 regular hours following the effective date of promotion. No matter concerning the demotion of such employee shall be subject to the grievance and arbitration procedures.

Section 7.4. Seniority List.

The Employer and the UNION have agreed upon the initial seniority list setting forth the present seniority dates for all employees covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to the seniority listing, shall be resolved through the

grievance procedure. The initial agreed list is attached hereto as Exhibit (A) and made a part hereof.

Section 7.5. Termination of Seniority.

The employee shall not accrue seniority when he:

- (a) quits; or
- (b) is discharged for just cause; or
- (c) fails to return to work at the conclusion of an approved leave of absence for a period of three (3) consecutive dates without authorization; or
- (d) fails to return after recall; or
- (e) regular retirement.

Section 7.6. Seniority In Rank.

For purposes of this agreement, seniority dates will be the date that rank was received. If date of rank is the same, the starting date will be used for seniority purposes.

Employee will continue to accrue seniority for all time spent on authorized unpaid leave of absence.

Section 7.7. Promotion.

Seniority shall be considered in the promotion of officers covered by the Agreement per the rules of the Civil Service Commission.

ARTICLE 8 - PERSONNEL FILES

Section 8.1. Personnel Files.

The Employer shall keep a central personnel file for each employee within the Bargaining unit. Nothing shall prevent the Police Chief from maintaining working files, such as internal investigation files. Once the working file is closed or no longer needed, it will be added to the employee's personnel file.

Section 8.2. Inspection.

Upon request of any UNION employee, the Police Chief shall reasonably permit an employee to inspect his/her personnel file subject to the following:

- (a) Such inspection shall occur within a reasonable time following receipt of the request.
- (b) Such inspection shall occur during daytime working hours, Monday through Friday, upon reasonable request.
- (c) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein.

- (d) Upon written authorization by the requesting employee, in cases where such employee has a written grievance pending, and is inspecting his file with respect to such Grievance, that employee may have a representative of the Union present during such inspection and/or may designate in such written authorization that said representative may inspect his personnel file subject to the procedures contained in the Article.
- (e) Pre-employment information, such as reports, credit checks, or information provided the Employers with a specific request that it remain confidential, shall not be subject to inspection or copying.

Section 8.3. Notification.

Employees shall be given immediate notice by the Police Chief or designee when a formal, written or other disciplinary documentation is permanently placed in their personnel file.

Section 8.4. Employees' Rights To Place Information In Files.

Nothing shall be placed into an Employee's central file, which is in the nature of a complaint, which is unsubstantiated or has been proven unfounded.

Employees shall have the right to respond in writing to any written reprimands in the personnel file. Such response shall be limited to facts outlined in the letter of reprimand.

Section 8.5. Information For Evaluations.

Employees shall have the right to see any records that will be used in any form to evaluate their performance.

ARTICLE 9 - INDEMNIFICATION

The Employer shall indemnify employees and comply fully in all other respects as required by 65 ILCS 5/1-4-6 (Local Government and Governmental Employees Tort Immunity Act).

ARTICLE 10 - LEAVES OF ABSENCE

Section 10.1. Leaves.

The City may grant a leave of absence under this Article to any Bargaining unit employee where the City determines there is good and sufficient reason. The City shall set the terms and conditions of this leave, including whether or not the leave is to be with pay.

Section 10.2. Application For Leave.

Any request for a leave of absence shall be submitted in writing by the employee to the employer as far in advance as is practical. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. The employee shall indicate such activities during leave status as are relative to the request, including but not limited to part-time work, school, or application for other employment.

If granted, the authorization for leave of absence and the conditions thereof shall be furnished to the employee by the Employer in writing.

Section 10.3. Personal Days.

Each employee is entitled to six (6) personal days off with pay during each twelve (12) month period beginning January 1 provided the employee has worked one hundred thirty (130) days in the preceding calendar year. Any employee hired after January 1 and not eligible for the full five personal days shall be credited with one (1) personal day for every forty-five (45) days worked.

Personal days may not be accumulated from one calendar year to the next. All personal days must be used within the calendar year that they are earned or they will be forfeited, unless employee was denied use of the day by the employer. Any unused personal days shall be compensated for at the regular rate of pay at the end of each calendar year.

The employee shall not be required to state the nature of such personal days.

Section 10.4. Bereavement Pay.

In the event of death in the immediate family or household (as herein defined) of an employee, the employee shall be granted three days of leave of absence with full pay to make household adjustments, necessary arrangements, or to attend funeral services. Bereavement pay as provided for in this section is separate from sick pay. Upon request of an employee, the Police Chief may grant an extension of bereavement leave, but any such additional leave shall be charged against the employee's sick leave and shall not exceed an additional two days.

Bereavement pay will be granted for the following:

- | | |
|--------------------------------|----------------------|
| Spouse | Mother-in-Law |
| Children | Father-in-Law |
| Step Children (current spouse) | Brother-in-Law |
| Parents | Sister-in-Law |
| Step-Parents | Grandparents |
| Brother | Grandchildren |
| Sister | Grandparents-in-Law |
| | Grandchildren-in-Law |

Section 10.5. Exempt Leave.

Any employee, who is appointed to an administrative position (Chief of Police) outside the bargaining unit, shall be entitled to be reinstated in the bargaining unit if he or she is removed from the appointment. Time served during the appointment shall be credited to the rank he or she held prior to the appointment.

ARTICLE 11 - SICK LEAVE

Section 11.1. Accumulation and Use.

All employees shall be entitled to sick pay based on the employee's regular rate of pay as provided in this Article.

As of May 1 of each year, employees shall be eligible for twelve (12) days of sick leave with full pay each fiscal year. Sick days may be accumulated from one fiscal year to the next. Each month worked shall create an eight-hour sick time credit.

If no sick days are used in any one fiscal year, an employee would accumulate twelve (12) days of sick time credit.

Upon the acceptance of this Agreement, the Employer shall grant 720 hours accumulated sick leave for each employee who was hired before May 1, 1992, and the Employer shall grant 96 hours accumulated sick leave for each employee who was hired between May 1, 1992 and March 23, 1994. Officers hired after March 23, 1994 shall accumulate sick leave as stated in the second paragraph of this section.

Upon the acceptance of this Agreement, all employees will accumulate sick leave as stated in the second paragraph of this section.

Unused sick leave may be accumulated without limit by an employee during his total time of employment with the City. The employee shall be entitled to use his accumulated sick hours for extended illness and thereby reduce his accumulated hours by the total number of hours used. The remainder of accumulated time may be used to increase length of service, if so permitted by police pension fund regulations, or a retiring employee may choose to have fifty (50) % of their total accumulated sick time hours, at the time of their retirement (as described in Article 15, section 15.1), calculated into a dollar amount based upon the employee's final hourly wage. The retired employee may draw from that dollar amount any percentage requested by the retired employee to reduce their monthly contribution toward their health/dental insurance premiums until the total amount is exhausted. (Employees will not receive a cash payout for accumulated sick leave at time of retirement.)

Section 11.2. Workers' Compensation.

If an employee is receiving Workmen's Compensation benefits, the lost time occurring while receiving such benefits will not affect such employee's prior accumulated time or right to accumulate during the fiscal year.

In no case shall an employee be entitled to receive Workmen's Compensation benefits and sick pay at the same time.

Section 11.3. Medical Appointments.

Sick leave may be used for medical appointments. However, any use of sick leave shall be credited against such sick leave available at four hour increments, whether such use was for a lesser time or not. If use shall be beyond four hours, any such additional time shall also be credited in four hour increments.

Section 11.4. Proof of Illness.

The Employer may request an affidavit or Statement from a treating Licensed Health Practitioner to confirm any employee's absence which is said to be for illness of more than three consecutive days. The Employer may request a statement from a Licensed Health Practitioner for any medical appointments. The purpose of such affidavit or statement is to enable the Employer to determine possible abuse of sick time benefits.

Any substantiated abuse of sick time benefit shall be subject to immediate and appropriate disciplinary action. Such disciplinary action may range from oral or written reprimand to discharge, depending on the severity of the offenses.

Section 11.5. Injury or Illness.

An officer, who sustains an injury or illness arising out of and in the course of his employment, shall be covered by the provisions of Chapter 5 of the Illinois Compiled Statutes Section 345/ 1 (5 ILCS 345/ 1).

- (a) Light duty may be assigned to an employee who becomes sick or injured on-duty or off-duty provided that the employee is released for such assignment by their personal physician and the Employer's physician. Such assignment will be made within the restrictions and restraints imposed by the physicians. The assignment shall be within the police department and not be more than ninety (90) working days. Such assignment shall not be unreasonably denied and is at the discretion of the Police Chief.
- (b) The Employer agrees that during any dispute of the validity, compensation or other conditions pertaining to an injury or illness the Employer will pay wages in accordance with 5 ILCS 345/1. The Employer shall bear full responsibility to insure that employees are paid in accordance with said statute during any such dispute.
- (c) Pay for employees shall be in the same manner and at the same time as for all other employees.
- (d) If the Employer requires examination by a physician of its own choice the Employer will pay all necessary expenses including mileage and meals. The Employer will make every effort to select such physician so that unnecessary travel by the employee can be avoided.
- (e) It is agreed that the affected employee shall take treatment as agreed to between the physicians for the Employer and for the employee. The Employer shall not disallow treatment prescribed by a treating physician.
- (f) In any instance where the employee's physician and the Employer's physician disagree as to treatment or the employee's ability to return to work and the Employer requires an independent determination, the opinion of a third physician, mutually selected by the other two physicians and paid for by the Employer, shall be obtained.
- (g) Nothing within this Article shall modify, change or abridge the Employer's responsibilities regarding the Worker's Compensation laws of the State of Illinois or regarding any debts incurred by an employee due to in-line-of-duty injury.
- (h) Nothing in this Article shall prohibit the affected employee from continuing any pursuit that he was involved in prior to in-line-of-duty injury whether with or without pay, provided that the employee informs the Employer of the type of work and has a written release from his physician and the Employer's physician, if the City so requires, that such work will not impede the healing process or time of the injury. To the extent that such work and the amount thereof was a part of the normal situation for the employee prior to the in-line-of-duty injury, wages from such work shall not reduce the amount due the employee under this Article.

- (i) Any employee who is injured in the line of duty and cannot return to work shall be provided the opportunity to obtain medical insurance in accordance with federal law (COBRA) and the state Insurance Code, 215 ILCS 5/3675. During the first year of disability, the Employer will pay the portion of the premium, if any, that it is required to pay for current employees and their dependents under this Agreement. Thereafter, the employee must pay the entire premium.
- (j) If an injured employee who cannot return to work for the City accepts other employment, the Employer's insurance responsibilities to that employee will terminate at the time of employment with someone other than the City, provided the employee is insurable through the successive employer.

Section 11.6. Family and Medical Leave.

The Employer will grant up to twelve weeks of family and medical leave during a twelve month period. FMLA must be for one of the following reasons (pursuant to the Family and Medical Leave Act):

- (a) the birth of an employee's child and in order to care for that child;
- (b) the placement of a child with an employee for adoption or foster care;
- (c) to care for an employee's spouse, child, or parent with a serious health condition;
- (d) for an employee's serious health condition which renders the employee unable to perform the functions of his job;

An employee may elect to use such paid leave as is available to him, including sick leave, for FMLA leave.

ARTICLE 12 - VACATIONS

Section 12.1. Vacation Allowance.

All employees covered by this Agreement shall be entitled to vacation leave with pay as follows:

- (1) Two (2) weeks after the anniversary date of one (1) year of employment.
- (2) Three (3) weeks after the anniversary date of three (3) years of employment.
- (3) Four (4) weeks after the anniversary date of seven (7) years of employment.
- (4) Five (5) weeks after the anniversary date of fourteen (14) years of employment.
- (5) Six (6) weeks after the anniversary date of twenty (20) years of employment.

Vacation days may be taken one day/8 hours at a time. Single days may be used in accordance to policy set forth by the employer.

Section 12.2. Vacation Pay.

The rate of vacation pay shall be the employee's regular straight time rate of pay, shift differential included, in effect for the employee's regular job.

Section 12.3. Conflicts in Vacations.

Vacation requests may be submitted from February 15th to February 28th each year after the shift bidding period has expired. Requests received during this time period will be scheduled on the basis of seniority. Requests received after February 28th each year shall be scheduled on a first-come/first-served basis without regard to seniority.

Vacation schedules may be adjusted to accommodate seasonal operations, significant revision in organizational, work assignments or the number of personnel in particular rank.

Section 12.4. Trade Days

Employees may trade days and/or shifts as long as the trade is approved by the supervisor and/or Chief of Police.

Any employee who is laid off, discharged, retired, or separated, including death, from the service of the employer for any reason, prior to his/her vacation, shall be compensated in cash (at the current rate of pay) for the unused vacation he/she has accumulated at the time of separation.

ARTICLE 13 - HOLIDAYS

Section 13.1. Holidays.

Holidays to be observed with pay are as follows:

- New Year's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day

Section 13.2. Holiday Hours for Overtime Purposes.

For the purposes of computing overtime, all holiday hours (worked or unworked) for which an employee is compensated shall be regarded as hours worked. Each employee shall be paid eight (8) hours of pay at the overtime rate in addition to his regular rate of pay for each holiday.

Each employee who works a holiday shall also receive four (4) hours of compensatory time.

Section 13.3. Time Off Requests

Employees may utilize compensatory time, personal days or vacation time to take a holiday off subject to the approval of supervision, which shall not be unreasonably denied. Compensatory time shall not be used to take a holiday off if it creates overtime.

ARTICLE 14 - SAFETY ISSUES

Section 14.1. Disabling Defects.

No employee shall be required to use any equipment that has been designated by either the sergeant or Chief as being defective because of a disabling condition unless the disabling condition has been corrected.

Any employee who knowingly falsifies a report of a disabling condition shall be subject to disciplinary action.

When an assigned department vehicle is found to have a disabling defect or is in violation of the law, the officer will notify his supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement, or the continued operation of said vehicle.

The Employer shall take all reasonable steps to protect employees during working hours in the performance of their duties.

ARTICLE 15 - INSURANCE

Section 15.1 Coverage.

The Employer shall continue to make available to nonretired employees and their dependents group health and hospitalization insurance, group dental insurance, and group life insurance coverage and benefits that are substantially equal to the insurance coverage's of current contract as described in Appendix D. The Employer reserves the right to change or offer alternative insurance carriers, including health maintenance organizations, or to self-insure as it deems appropriate, as long as the new or alternative coverage's and benefits are substantially equal to those in effect during current contract as described in Appendix D. The Employer must notify the Union in writing of any insurance modifications at least 60 days prior to the effective date of such modifications. Any changes in benefit level must be agreed to by both Employees and the Employer.

The Employer shall also make health/dental insurance available to retiring employee with one of the following plan options: employee, employee/spouse or employee/children. The employee has to have completed twenty (20) years of service with the City of Silvis and be at least 50 years of age (55 years of age for employees hired after January 1st, 2011) at the time of retirement. This insurance shall be offered until the employee is eligible for Medicare.

Prescription Drug Coverage - The employer shall reimburse employees for the prescription drug expenses to insure that their out of pocket expense does not exceed \$5.00 for generic drugs, \$10.00 for preferred brand and non-preferred brand. The employee shall be required to request generic and preferred brand drugs if they are available. The employer will only reimburse for non-preferred brand drugs if there are no generic or preferred drugs available. Employees shall submit receipts on a monthly basis for reimbursement.

Section 15.2. COST.

The Employer will pay 100 percent of the cost of employee health insurance and employee dental insurance, and the Employer will pay 75 percent of the cost of dependent health insurance and dependent dental insurance. The cost of dependent insurance coverage is defined as the cost of family insurance coverage minus the cost of employee insurance coverage.

The following example of the employee cost of dependent coverage is offered for illustrative purposes only and is not a future commitment to the specified insurance premiums that are in effect on March 23, 1994:

Health Insurance: \$423.07 family coverage rate minus \$150.77 employee rate equals \$272.30 monthly cost of dependent coverage.

Dental Insurance: \$44.11 family rate minus \$15.54 employee rate equals \$28.57 monthly cost of dependent coverage.

Total: $\$272.30 + 28.57 = \300.87 monthly cost of dependent coverage for both health and dental insurances. 25 percent of \$300.87 equals \$75.22 per month employee contribution for dependent health and dental insurance

For employees hired prior to January 1, 2011, the Employer will pay 50 percent of the cost of the health insurance plan for qualifying retired employees and their spouse, or employee and children, beginning on the date that the retired employee becomes age 50 with a minimum of 20 years of service to the City of Silvis Police Department.

For employees hired after January 1, 2011 The Employer will pay 50 percent of the cost of the health insurance plan for qualifying retired employees and their spouse, or employee and children, beginning on the date that the retired employees becomes age 55 with a minimum of 20 years of service to the City of Silvis Police Department.

Section 15.3. Terms of Insurance Policies To Govern.

The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning an employee's claim for benefits under said insurance policies or plans shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Employer, nor shall such failure be considered a breach by the Employer of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Employer, employee or beneficiary of any employee.

Section 15.4. IRC Section 125 Plan.

The Employer will institute an IRC Section 125 Plan whereby employees will be able to pay for uninsured medical expenses and portions of group insurance premiums they may be required to pay with pre-tax earnings. This plan will remain in effect so long as it continues to be permitted by the Internal Revenue Code.

Section 15.5. Insurance Advisory Committee.

Within 60 days of the ratification of this Agreement, the parties agree to establish an Insurance Advisory Committee composed of four representatives each from the City and two from the Union, two any elected representatives of City's AFSCME employees (if they so

desire). This Committee will study proposed changes in insurance coverages or benefits, including cost containment measures, and make recommendations to the City Council on insurance. The role of this Committee shall be advisory only, and this Committee will meet as needed.

Section 15.6. Life Insurance.

The current Employer coverage of Ten Thousand Dollars (\$10,000) for life insurance for each employee covered by this Agreement in effect at the time of the signing of this Agreement shall continue for the life of this Agreement, at no cost to the employee.

Section 15.7. Optical Program.

The City will reimburse an employee for up to \$1000.00 in optical expenses for the employee and/or dependents. Eligible expenses shall include eye exams not otherwise covered by insurance, eyeglasses, corrective lenses, and contact lenses. Reimbursement requests shall be processed in a manner which shall be established by the parties.

ARTICLE 16 - GENERAL PROVISIONS

Section 16.1. Examination of Time Sheets.

The UNION representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's consent.

Section 16.2. Inoculation and Immunization.

The Employer agrees to pay all expenses (to the extent not covered by insurance) for inoculation or immunization shots for an officer and for members of an officer's family when such become necessary as a result of said employee's significant exposure to contagious diseases where said officer has been exposed to said disease in the line of duty. An employee's family shall be limited to those members of the immediate family who reside in the same household as the employee.

Section 16.3. Replacement of Personal Effects.

The Employer agrees to defray the reasonable and functional replacement or repair of an officer's personal effects which are necessary or appropriate for performance of that officer's duty and which are broken or destroyed in the line of duty. Such repair or replacement shall be reasonable, and any costs beyond reasonable repair or replacement shall be the responsibility of the officer.

Section 16.4. Funeral and Burial Expenses.

The Employer agrees to defray all funeral and burial expenses of any officer of the Police Department killed in the line of duty up to \$10,000.00.

Section 16.5. Uniform Allowance.

The Employer will appropriate funds for each officer for the replacement of uniform items, at the rate of \$700.00 per year. The cost of any employer initiated changes or additions to the current uniforms or equipment shall be the responsibility of the employer. The employer

shall provide each employee with body armor and replace the body armor consistent with the manufacturer's warranty. Newly hired employees will be fully outfitted with equipment described as follows:

1. Two Pair uniform pants.
2. Two short sleeve uniform shirts with patches.
3. Two long sleeve uniform shirts with patches.
4. One pair of duty boots.
5. Two Silvis police badges.
6. Name tag pin.
7. One set of SPD collar pins.
8. One pair handcuffs.
9. One ASP nightstick.
10. One flashlight.
11. One can of Mace.
12. One duty firearm.
13. One duty portable radio.
14. One duty vest body armor.
15. Duty gear plain black.
16. One winter coat.
17. One rain coat.
18. Duty belt including pants belt, belt keepers, level 11 retention holster, duty radio holster, handcuff case, glove pouch, mace holder, ASP holder, flashlight holder, taser holder.

Said newly hired employees will immediately be placed in the rotation with other officers for uniform allowances.

The appropriated funds will be placed into a city account for each officer to be used at either local vendor, "Uniform Den or Panther Den." An officer who makes a uniform purchase shall provide a receipt to the Employer for the appropriate deduction from their account balance. An officer who is assigned to position of investigator shall provide receipts to the Employer showing the purchase of appropriate attire for the position from a store of his/her choosing, before being reimbursed from the account. If an officer does not use the entire annual allowance balance before the next appropriated allowance, the unused portion shall remain in his/her account balance. If an officer chooses to use the allowance for the cleaning of uniforms, he/she will provide cleaning receipts to the Employer for the appropriate deduction from the account balance. Officers may purchase uniform/equipment from outside vendors, but will only be reimbursed after providing paid receipts.

The Employer shall appropriate the allowance in two installments, the first installment on May 1 and the second installment on October 1.

Section 16.6. Pension Participation.

The Employer agrees to continue participation in the Police Pension Fund of the Silvis Police Department.

Section 16.7. Overtime Payment.

All time in excess of normal schedule hours will be paid at 1.5 times actual hourly rate of pay.

Section 16.8. Call-Back.

A call-back is defined as an official assignment of work which does not continuously follow an employees regularly assigned scheduled working hours. Employees called in before his or her regular shift or reporting back to the Employer's premises at a specified time on a regularly scheduled work day shall be compensated for the greater of two (2) hours or the actual time worked. Such compensation shall be at the appropriate overtime rate. In the case of any overlap of the two (2) hours minimum and an employee's regular shift, the employee shall be compensated during the overlap at the straight time rate.

Section 16.9. Court Time.

Any employee required to attend a court proceeding, other than during his/her regularly assigned scheduled work hours, shall be compensated at the appropriate overtime rate of three (3) hours.

Section 16.10. Paychecks.

Paychecks shall be available after 3:00 p.m. on Thursday paydates.

Section 16.11. Compensatory Time.

Any officer required to work two (2) eight (8) hour shifts within a twenty-four (24) hour period of time shall be compensated with two (2) hours of compensatory time.

Section 16.12 Residency Requirement

Employees will maintain their permanent residence within a 30 mile radius of the Silvis Police Department.

Section 16.13 Retirement Benefits

Upon announcement of retirement, the City shall provide the retiring employee with written documentation listing all benefits which will be provided by the City to the employee in retirement.

ARTICLE 17 - HOURS OF WORK AND OVERTIME

Section 17.1. Application of Article.

Nothing in this Article or Agreement shall be construed as a guarantee of hours of work per shift, per week, per work period, or any other time frame.

Section 17.2. Normal Work Period.

Workday and Work Schedule. Except as provided elsewhere in this Agreement, the current normal work period for all employees shall be twenty-eight (28) days. The normal workday for patrolmen and sergeants shall be eight (8) hours. The normal workday shall be extended or reduced by one (1) hour in the event of time changes.

If possible, the work schedule for all employees (except for the investigator) will be six days on and two off for four consecutive eight day cycles, and then six days on and three days

off followed by five days on and three off. Due to the small size of the Department, the Chief reserves the right to alter the work schedule, which right shall not be exercised for punitive reasons.

The Chief will attempt to accommodate temporary personal needs of employees in making shift assignments, where operating needs will not be adversely affected, and with due regard to the interests of other employees in the bargaining unit. The Chief will initially solicit volunteers to take a schedule or shift assignment that another employee does not want to take because of personal hardship.

The investigator will observe all holidays provided in the contract and will not work those holidays, except for emergencies.

Section 17.3. Changes in Normal Work Period.

Workday and Work Schedule. The shifts, workdays and hours to which employees are assigned shall be stated on the departmental work schedule. Officers may bid for assignments to shifts at the discretion of the Chief. Such bidding will take place once per year on or about February 1st through February 15th. Any change in shifts will take place during the first pay period in March.

- (1) Bidding shall be based in the most senior officer having first choice of an assignment and then proceeding with the next senior officer until all bidding for assignments have been made.
- (2) Nothing herewith shall require the Employer to make shift assignments where such assignment is not within the best interests of the functioning of the Department, including such consideration as supervisory, investigatory, patrol and other departmental needs.

Section 17.4. Overtime .

All time in excess of the hours worked in a normal work day of eight (8) hours, and the normal fourteen (14) day pay period of eighty (80) hours, shall be compensated at the overtime rate. Overtime pay shall be received in fifteen (15) minutes segments as provided by the Fair Labor Standards Act (FLSA). For the purpose of this Article, time worked shall include any time in pay status.

Section 17.5. Compensatory Time.

With the agreement of the employee and in situations where the Chief of Police determines it to be in the best interests of the City, the City shall grant compensatory time off in lieu of overtime payment at the applicable rate. Compensatory time off shall be taken at such time and in such time blocks as are established or agreed to by the Police Chief or his designee and the employee.

Upon the request of an employee, the Chief, in his discretion, shall pay an employee on the last regularly scheduled payroll in April for any or all accrued and unused compensatory time. The employee's compensatory time account will be reduced by one hour for each hour paid. Further, the Chief may unilaterally elect to pay an employee on said date for any and all accrued and unused compensatory time unless the employee elects to bank no more than forty (40) hours, which banked time cannot be paid out without the consent of the employee.

Section 17.6. Required Overtime.

The Chief of Police or his designees shall have the right to require overtime work and employees may not refuse overtime assignments. In non-emergency situations, the Chief or his designee as a general rule shall take reasonable steps to obtain volunteers for overtime. However, volunteers will not necessarily be selected for work in progress. Also, specific employees may be selected for special assignments based upon specific skills, ability and experience they may possess. The Chief will endeavor to equalize overtime opportunities among Patrolmen each calendar year. If a Patrolman demonstrates that he has not been offered his fair share of overtime opportunities, he shall be given first preference for overtime in the future until the imbalance is corrected.

Section 17.7. No Pyramiding.

Compensation shall not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

ARTICLE 18 - WAGES

Section 18.1. Base Wages.

Employees will be compensated at the wage rates set forth in Appendix A to this Agreement. The scale will be based on a two (2) percent increase the first year, two (2) percent increase the second year, two and one half (2.5) percent increase the third year, and two and one half (2.5) percent increase in the fourth year of the contract.

Section 18.2. Educational Incentive Pay.

Employees currently receiving educational incentive pay will continue to receive it at the levels to which they currently are entitled in this Section.

The educational incentive pay plan is restored and employees will be eligible to receive pay increases for completion of certain courses, which are required by an accredited college or police science school for a law enforcement degree or certificate. The Chief shall establish and publish a policy defining what particular courses of study will be credited towards educational incentive pay.

The number of hours and amounts of educational incentive pay is as follows:

15 Semester Hours	\$300.00
32 Semester Hours or 32 Hour Certificate	\$550.00
45 Semester Hours or 45 Hour Certificate	\$800.00
64 Semester Hours or Associates Degree	\$1,050.00

Upon completion of the above outlined courses, the maximum compensation therefore shall be One Thousand Fifty Dollars (\$1,050.00) annually.

Section 18.3. Longevity.

Employees currently receiving longevity pay will continue to receive it at the levels to which they are entitled in this Section.

The longevity pay plan is restored and longevity pay will be added to base and paid to employees after they have had six years of experience in the City Police Department. Beginning with their seventh (7th) year, employees are to receive Ten Dollars (\$10.00) extra per month as longevity pay, and each year thereafter, an additional Ten Dollar (\$10.00) per month will be paid up to and through the fourteenth (14th) year with an additional Ten Dollar (\$10.00) per month being added during the beginning of the sixteenth and eighteenth (18th) year. At the end of the eighteenth (18th) year one thousand and two hundred (\$1200.00) dollars would be the total amount of longevity pay to which any officer shall be entitled.

Section 18.4. Mutual Exclusivity.

Educational incentive pay and longevity pay are mutually exclusive. An officer may receive educational pay if he has earned it and longevity if he is so entitled. Once an officer has reached the maximum, a like amount will be paid each year thereafter, but shall not be increased simply because he/she works another year on the force.

Section 18.5. Shift Differential.

Any employee working second or third shift shall receive an additional fifty (.50) cents per hour. This shift differential shall be incorporated in the employee's regular rate of pay for the purposes of computing overtime and paid leave.

Section 18.6. FTP Compensation.

Field Training Officers shall be compensated with one hour (1) of overtime for each shift that they are assigned to train another officer.

Section 18.7. Out of Rank Pay.

Any officer who serves in the capacity of an acting shift commander shall be compensated one (1) hour of compensatory time for each eight (8) hour shift in that capacity.

Section 18.8. Investigators.

Any employee within the rank of patrolman who is assigned as an investigator shall be paid an additional three percent (3 %) above his regular rate of pay. Any employee with the rank of sergeant who is assigned as an investigator shall not be paid the three (3%) percent above his regular rate. Investigators shall be eligible for shift differential.

Section 18.9. Deferred Compensation

The City shall allow employees to contribute to a tax-deferred program for governmental employees such as an ICMA on a voluntary basis.

Section 18.10. Canine Unit.

In the event that the Employer institutes a canine unit, the parties will negotiate the appropriate compensation for such extra duties, and such signed Letter of Agreement shall be attached hereto.

ARTICLE 19 - DUES CHECKOFF

Section 19.1. General.

All employees covered by this agreement who are not present members of the Union shall be required to pay their proportionate share (not to exceed the amount of the Union dues) of the costs of the collective bargaining process, contract administration and pursuing matters affecting wages, hours, and conditions of employment. All employees hired on or after the effective date of this agreement and who have not made application for membership shall, on or after the thirtieth (30) day following their respective dates of hire, also be required to pay a fair share of the cost of the collective bargaining process and contract administration.

Section 19.2. Payroll Deduction of Union Dues or Fair Share Fee.

- (a) During the term of this agreement, the Employer agrees to make a payroll deduction during the first two (2) pay periods of each assessment(s), in the amount certified to be current by the Secretary-Treasurer of the Union, from the pay of those employees covered by this agreement who individually request in writing that such deductions shall be remitted to the Union no later than seven (7) days after the deduction is made by the Employer.
- (b) Authorization for such deductions shall be irrevocable unless revoked by written notice to the Employer and to the Union during the thirty (30) days prior to the expiration date of the contract.

Section 19.3. Involuntary Deductions.

In the event that an employee fails to voluntarily sign a check-off authorization, or if an employee who has previously signed an authorization objects to authorized payroll deductions or fair share fee, the Employer shall make an involuntary deduction from the wages of the employee in the amount previously certified to the Employer by the Secretary-Treasurer of the Union and forward such sums to the Union within seven (7) days of the deduction.

Section 19.4. Objections on Religious Grounds.

The obligation to pay a fair share fee to the Union shall not apply to any employee who, on the basis of a bona fide religious tenet or teaching of "a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Union. Upon proper substantiation and collection of the entire fees, the Union will make payment on behalf of the employee to an agreeable non-religious charitable organization mutually agreed to by the objecting employee and the Union. If the employee and the Union are unable to agree upon a non-religious charitable organization, the organization shall be determined in accordance with the procedures established by the Illinois State Labor Relations Board.

Section 19.5. Objections on Other Grounds.

Any non-member making a fair share payment may object to the amount of his/her fair share payments on the grounds that all or part of such payments have been expended by the Union for political activities or causes making ideological issues not germane to the collective bargaining process or contract administration.

Section 19.6. Indemnification.

The Union shall indemnify and hold harmless the Employer against any and all claims, suits, or judgments brought or issued against the Employer as a result of any action taken pursuant to the check-off provision, including any costs or fees incurred by the Employer arising from challenges to the fair share amount provided that the Employer has not promoted or instigated such challenges.

In the event of legal action against the Employer brought in a court or administrative agency because of its compliance with this Article the Union agrees to defend such action, at its own expense and through its own counsel, provided:

- (a) The Employer gives prompt notice of action in writing to the Union, and permits the Union intervention as a party if it so desires; and
- (b) The Employer gives reasonably complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available to both and all appellate levels.

ARTICLE 20 - DRUG FREE WORKPLACE POLICY

The parties acknowledge that the City of Silvis has adopted a Drug Free Work Place Policy pursuant to the Illinois Drug Free Workplace Act, 30 ILCS/6 et seq. The members of this Union are subject to the terms of said policy. Any dispute between a member and/or the Union regarding said policy or its enforcement shall be resolved through the grievance procedure.

ARTICLE 21 - ENTIRE AGREEMENT

- A. This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term as to any condition of employment covered by the provisions of this Agreement, and both parties waive their right to bargain for the term of this Agreement as to such conditions of employment. As to such conditions of employment, this Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in this Agreement.
- B. As to any conditions of employment which constitute a mandatory subject of bargaining, and which are not covered by a provision of this Agreement, the Union shall retain its right to bargain during the term of this Agreement as provided by the IPLRA in the event the City wishes to make any change in such conditions of employment. If the City desires to make such a change during the term of this Agreement, it shall first provide the Union with written notice of the proposed change and specify whether it believes such change to involve a mandatory or permissive subject of bargaining. The Union's bargaining rights shall be implemented according to the following procedure as to proposed changes that involve a mandatory subject of bargaining:
 - 1. If the Union wishes to exercise its bargaining rights as to the decision and/or effects of the proposed change, it must notify the Employer in writing within

seven (7) days of its receipt of the City's notice. Bargaining as to both the decision and its effects shall commence within seven (7) days of the Union's notice to the City or at such other times as may be mutually agreed by the parties. Such bargaining shall continue for a period of thirty (30) days from the date of the Union's notice to the City or longer if mutually agreed or for a shorter period if an agreement or an impasse is reached in a lesser period of time.

2. If the parties reach impasse regarding the City's proposed change, the City may not implement its decision. Such impasse shall be submitted to interest arbitration in accordance with the IPLRA.
- C. As to any action not covered by a provision of this Agreement which is not a mandatory subject of bargaining, but over which the City is obligated to bargain as to the effects of its decision under the IPLRA, the Union shall retain its right to effects bargaining and such effects bargaining rights shall be implemented according to the procedure stated above.
- D. If the City inadvertently fails to notify the Union of a change that gives rise to the Union's bargaining rights, the Union's obligation to request bargaining under the time frames established in paragraph BI of this Article does not begin until the Union is notified in writing of the change or until the Union, through the use of reasonable diligence, could have obtained knowledge of the change.
- E. In the event of a dispute between the City and Union as to whether an item is a mandatory or permissive subject of bargaining, the parties shall submit that disputed issue for determination by a Declaratory Ruling pursuant to the rules of the Illinois State Labor Relations Board (Section 1200.140). The parties agree to be preliminarily bound by the Declaratory Ruling for purposes of determining mid-term bargaining obligations as set forth in this Article, but such ruling shall not be binding on the parties or on an interest arbitration panel in connection with negotiation or arbitration of a successor Agreement.

ARTICLE 22 - CONFERENCES AND TRAVEL ALLOWANCE

Attendance at and participation in professional conferences, training, conventions and technical meetings shall be considered part of the employee's normal duties. With the prior approval of the Chief, on the form provided by the Chief, employees may attend such functions without loss of pay and at City expense. Employees traveling on City business shall either be provided with City vehicles, given mileage at the current government rate as set by the IRS, or provided with an allowance for other transportation expenses.

Any employee attending such conference, training, convention or technical meeting shall be entitled to a meal allowance of \$40.00 per day. An advance of the meal allowance shall be provided to the employee prior to the date of travel. Any additional expenses will require receipts before reimbursement is made. If the employee expends less than \$40.00/day on meals, the employee shall reimburse the employer for the extra money advanced.

Time at training sessions will be considered as the normal tour of duty. For the provisions of this Article, the usual and customary travel time will be compensated at the appropriate rate.

ARTICLE 23 - COLLECTIVE BARGAINING

Section 23.1. Negotiations.

The City of Silvis, or its' designated representative, agrees to meet with and negotiate with a committee representing the Union for the purpose of negotiating and executing a new Agreement covering wages, rate of pay, hours, and other terms and conditions of employment. Such negotiations shall be participated in by the parties to the end that a full formal Agreement is adopted and effectuated within a reasonable period of time.

Any member of the Union negotiating team assigned to work on a day negotiations are scheduled, shall be released to attend negotiations without loss of pay. Bargaining committee members on off-duty status shall not be compensated for their presence at collective bargaining sessions.

ARTICLE 24 - POST SHOOTING OR TRAUMATIC INCIDENT PROCEDURE

Section 24.1. Intent

It is the intent of the parties to provide a method for dealing with post-traumatic stress that is resultant of being involved either directly or indirectly in a shooting or other critical incident that can produce post-traumatic stress syndrome.

Section 24.2. Procedure

For any employee who critically injures another, or is involved in an incident that may cause post-traumatic stress, the following procedures shall be utilized:

- (a) Any employee who is directly involved in a shooting incident, or other incident as described in section 1 hereinabove, shall be placed on administrative leave, at no loss of pay, for a minimum period of three working days, or if warranted, until released by an MD or mental health professional.
- (b) Any other employee present at, or affected by the incident, may also be placed on administrative leave under the provisions of section 2 paragraph (a) above, at the discretion of the Chief.
- (c) The Critical Incident Debriefing Team or some other comparable organization or person(s) shall be contacted to respond, debrief and discuss the critical incident with the employees who are or may be affected by the critical incident.
- (d) The family of the employee directly involved in the critical incident shall be allowed to be present for the debriefing as outlined in section 2 paragraph (c).

ARTICLE 25 – DURATION AND SIGNATURE

Section 25.1. Duration

This Agreement shall be effective May 1, 2014 and shall remain in full force and effect until April 30, 2018, except as herein provided. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by registered or certified mail by either party not less than sixty (60) or more than one-hundred twenty (120) days before the expiration date. In the event that such notice is given, negotiations shall begin no later than fifteen (15) calendar days after notice unless a later time is mutually agreed to. Nothing in this paragraph shall preclude commencing negotiations by mutual agreement earlier if so desired. Termination notices shall be considered to have been given as of the date shown on the postmark.

Section 25.2. Continuing Effect

Notwithstanding the foregoing, this Agreement shall remain in full force and effect after any expiration date while negotiations are continuing for a new contract between the parties. All provisions of this contract shall continue to remain in full force and effect during said period.

THIS AGREEMENT EXECUTED this _____ day of April, 2014, after receiving approval of the City of Silvis City Council, and proper ratification by the Bargaining Unit Members.

SIGNATURE PAGE

FOR THE CITY OF SILVIS:

ILLINOIS FRATERNAL ORDER OF
POLICE LABOR COUNCIL:

Appendix A – Base Wage Scales

BASE WAGE SCALE FOR POLICE HIRED BEFORE 5/1/2014

	5/1/2014		5/1/2015		5/1/2016		5/1/2017	
	Patrol	Sgt	Patrol	Sgt	Patrol	Sgt	Patrol	Sgt
Start	\$24.30	\$30.00	\$24.79	\$30.60	\$25.41	\$31.37	\$26.05	\$32.15
1	\$25.03	\$30.49	\$25.53	\$31.10	\$26.17	\$31.88	\$26.82	\$32.68
2	\$25.86	\$30.94	\$26.38	\$31.56	\$27.04	\$32.35	\$27.72	\$33.16
3	\$26.59	\$31.46	\$27.12	\$32.09	\$27.80	\$32.89	\$28.50	\$33.71
4	\$27.36	\$31.93	\$27.91	\$32.57	\$28.61	\$33.38	\$29.33	\$34.21
5	\$28.14	\$32.37	\$28.70	\$33.02	\$29.42	\$33.85	\$30.16	\$34.70
7	\$28.21	\$32.44	\$28.77	\$33.09	\$29.49	\$33.92	\$30.23	\$34.77
8	\$28.27	\$32.50	\$28.84	\$33.15	\$29.56	\$33.98	\$30.30	\$34.83
9	\$28.36	\$32.59	\$28.93	\$33.24	\$29.65	\$34.07	\$30.39	\$34.92
10	\$28.44	\$32.65	\$29.01	\$33.30	\$29.74	\$34.13	\$30.48	\$34.98
11	\$28.51	\$32.72	\$29.08	\$33.37	\$29.81	\$34.20	\$30.56	\$35.06
12	\$28.57	\$32.79	\$29.14	\$33.45	\$29.87	\$34.29	\$30.62	\$35.15
13	\$28.64	\$32.85	\$29.21	\$33.51	\$29.94	\$34.35	\$30.69	\$35.21
14	\$28.70	\$32.93	\$29.27	\$33.59	\$30.00	\$34.43	\$30.75	\$35.29
16	\$28.76	\$32.99	\$29.34	\$33.65	\$30.07	\$34.49	\$30.82	\$35.35
18	\$28.84	\$33.06	\$29.42	\$33.72	\$30.16	\$34.56	\$30.91	\$35.42

BASE WAGE SCALE FOR POLICE HIRED AFTER 5/1/2014

	5/1/2014		5/1/2015		5/1/2016		5/1/2017	
	Patrol	Sgt	Patrol	Sgt	Patrol	Sgt	Patrol	Sgt
Start	\$21.07		\$21.49		\$22.03		\$22.58	
1	\$22.12		\$22.56		\$23.12		\$23.70	
2	\$24.30	\$30.00	\$24.79	\$30.60	\$25.41	\$31.37	\$26.05	\$32.15
3	\$25.03	\$30.49	\$25.53	\$31.10	\$26.17	\$31.88	\$26.82	\$32.68
4	\$25.86	\$30.94	\$26.38	\$31.56	\$27.04	\$32.35	\$27.72	\$33.16
5	\$26.59	\$31.46	\$27.12	\$32.09	\$27.80	\$32.89	\$28.50	\$33.71
7	\$27.36	\$31.93	\$27.91	\$32.57	\$28.61	\$33.38	\$29.33	\$34.21
8	\$28.14	\$32.37	\$28.70	\$33.02	\$29.42	\$33.85	\$30.16	\$34.70
9	\$28.21	\$32.44	\$28.77	\$33.09	\$29.49	\$33.92	\$30.23	\$34.77
10	\$28.27	\$32.50	\$28.84	\$33.15	\$29.56	\$33.98	\$30.30	\$34.83
11	\$28.36	\$32.59	\$28.93	\$33.24	\$29.65	\$34.07	\$30.39	\$34.92
12	\$28.44	\$32.65	\$29.01	\$33.30	\$29.74	\$34.13	\$30.48	\$34.98
13	\$28.51	\$32.72	\$29.08	\$33.37	\$29.81	\$34.20	\$30.56	\$35.06
14	\$28.57	\$32.79	\$29.14	\$33.45	\$29.87	\$34.29	\$30.62	\$35.15
16	\$28.64	\$32.85	\$29.21	\$33.51	\$29.94	\$34.35	\$30.69	\$35.21
18	\$28.70	\$32.93	\$29.27	\$33.59	\$30.00	\$34.43	\$30.75	\$35.29

Appendix B – Seniority List

Name	Hire Date	Promotion Date
Jon Castro	3-31-90	
David Rice	12-9-93	
Sgt. Troy Myers	12-18-93	7-13-00
Bradley Van Houtte	5-22-95	
Sgt. Craig Gelande	9-20-97	7-12-00
Sgt. Todd Winters	12-28-99	3-30-13
Mark Copeland	3-6-00	
Patrick Robinson	3-18-02	
Sgt. Mark VanKlaveren	6-17-02	3-30-13
Allison McNeill	9-2-08	
John VanHyning	9-19-09	
Jose Vargas	1-3-12	
Seth Rohweder	8-20-12	
Joe Miletich	8-20-12	

Appendix C – Dues Deduction Form

Illinois Fraternal Order of Police Labor Council
974 Clock Tower Drive
Springfield, IL 62704
(217) 698-9433

I, _____, hereby authorize my Employer, the City of Silvis, Illinois, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.

Date: _____

Signed: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Email: _____

PLEASE REMIT ALL DUES DEDUCTIONS TO:

ILLINOIS FRATERNAL ORDER
OF POLICE LABOR COUNCIL
974 CLOCK TOWER DRIVE
SPRINGFIELD, IL 62704
(217) 698-9433

Appendix D

SIDE LETTER OF AGREEMENT

Interpretation of "Illness" in Article 11, Section 11.5

The City and the Union recognize that a police officer's unique and often hazardous job duties may give rise to illnesses not normally incurred by the other employees of the City during the course of their duties. The parties also believe that the statute upon which Article 11, Section 11.5 was based, the Public Employee Disability Act (5 ILCS 345/1), necessarily includes certain illnesses within its definition of "injury." In recognition of these facts, the Union and City agreed that the benefits provided for in Article 11, Section 11.5 may cover both in-line-of-duty injuries and illnesses to the same extent as they would be covered under the Public Employee Disability Act.

The parties recognize that the Line between an illness potentially coverable under Section 11.5 if proven to have arisen out of and in the course of one's employment and *one* not subject to Section 11.5 even if arisen out of and in the course of one's employment may be difficult to determine. Should the parties be unable to agree as to whether an employee's illness should be covered under Section 11.5 and submit the dispute to arbitration, the arbitrator must decide whether the employee has demonstrated (a) the illness arose out of and *in* the course of his employment, and (b) the circumstances surrounding the infliction of the illness are such that, given the intent of the Public Employee Disability Act as incorporated in Section 11.5, the employee is entitled to the benefits of Section 11.5.