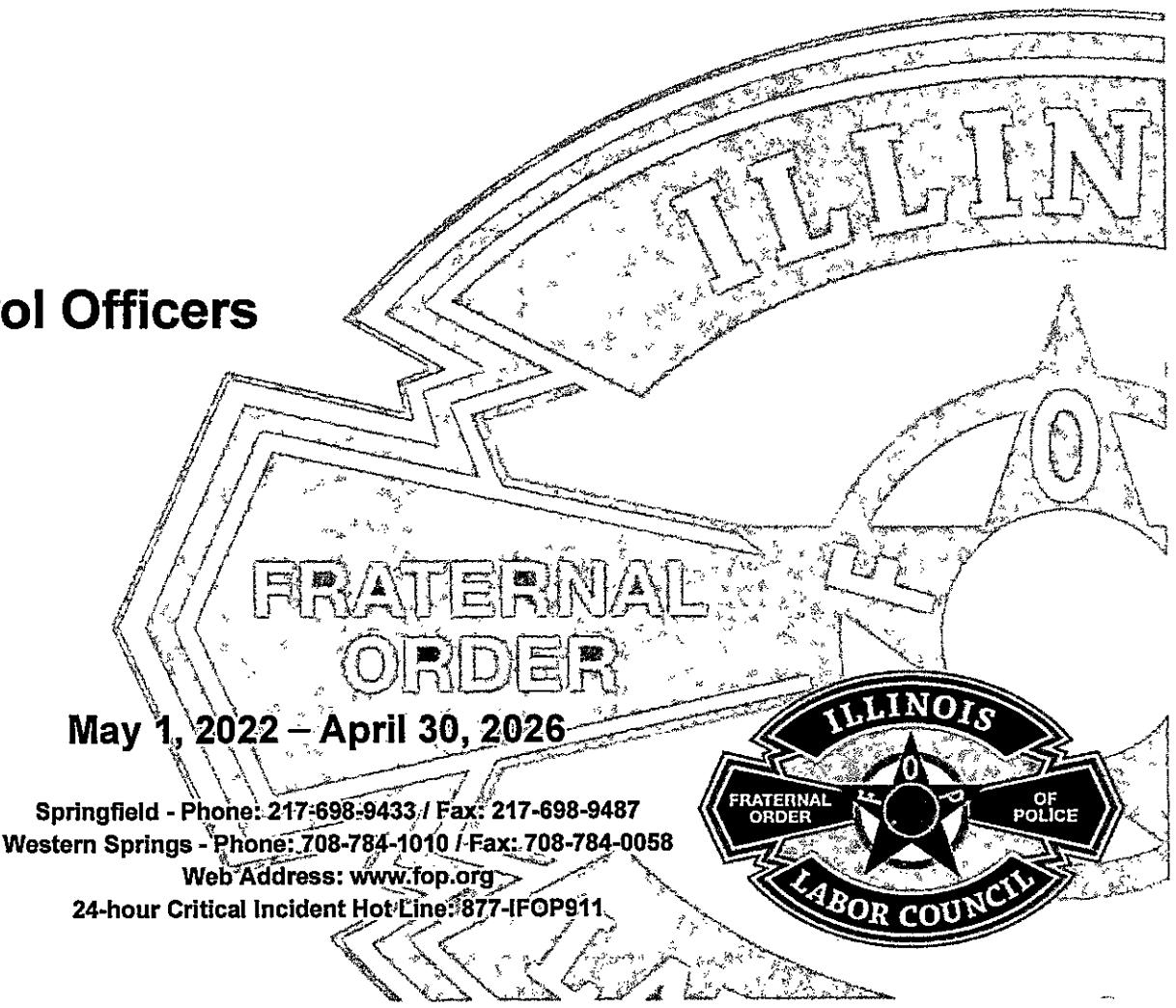


ILLINOIS FOP LABOR COUNCIL

and

CITY OF MOUNT VERNON

Patrol Officers



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.

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**AGREEMENT
BETWEEN
CITY OF MOUNT VERNON, ILLINOIS
AND
ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
May 1, 2022 THROUGH April 30, 2026**

PREAMBLE

THIS AGREEMENT is made and entered into by and between the CITY OF MOUNT VERNON, ILLINOIS (hereinafter referred to as the "City" or the "Employer") and the ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL (hereinafter referred to as the "FOP" or the "Labor Council").

This Agreement is entered into in recognition of the Labor Council's status as the representative of the City's employees included in the bargaining unit defined in Section 1.1 of this Agreement, and has as its basic purpose the promotion of good working relations between the Employer and the Labor Council; to encourage and improve efficiency and productivity; to prevent interruptions of work and interference with the operations of the City; the establishment of an orderly procedure for the resolution of grievances as provided herein; and the establishment of an entire agreement covering all rates of pay, hours of work and conditions of employment applicable to bargaining unit employees during the term of this Agreement.

Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the Employer and the Labor Council do mutually promise and agree as follows:

ARTICLE I - RECOGNITION

Section 1.1. Recognition

The City recognizes the Labor Council as the sole and exclusive collective bargaining representative for all sworn full-time peace officers in the rank of patrol officer, detective/downtown/canine/juvenile officer, corporal officer, or detective/downtown/canine/juvenile corporal officer employed by the Police Department of the City (hereinafter referred to as "officers" or "employees"). Excluded from the bargaining unit are all other employees, including, but not limited to, the Police Chief and Assistant Police Chief; all sworn peace officers above the rank of patrol officer, detective/downtown/canine/juvenile officer, corporal officer, or detective/downtown/canine/juvenile corporal officer including, but not limited to, patrol captain, patrol sergeant, detective captain, and detective sergeant; all part-time or temporary employees; all civilian employees; all employees excluded from the definition of "peace officer" as defined by the Illinois Public Labor Relations Act (as it existed on January 1, 1992); all non-Police Department employees; and all managerial, supervisory, confidential, professional, short-term, security and craft employees, as defined by the Illinois Public Labor Relations Act (as it existed on January 1, 1992).

Section 1.2. New Classifications

The Employer shall promptly notify the Labor Council of its decision to implement any new classifications pertaining to work of a nature performed by employees in the bargaining unit. If the new classification is a successor title to a classification covered by the Agreement and the job duties are not significantly altered or changed, the new classification shall automatically become a part of this Agreement.

If the new classification contains a significant part of the work now being done by any of the classifications covered by this Agreement, or whose functions are similar to employees in this bargaining unit, and the Labor Council notifies the Employer of a desire to meet within ten (10) working days (i.e., days the City's administrative offices are open) of its receipt of the Employer's notice, the parties will then meet to review the proposed classification. If the parties are unable to reach agreement as to its inclusion or exclusion from the unit, the Employer shall be free to implement its decision and the Labor Council shall be free to challenge that decision before the Illinois State Labor Relations Board.

If the inclusion of the proposed classification is agreed to by the parties or found appropriate under the Illinois Public Labor Relations Act, the parties shall then negotiate as to the proper pay grade for the classification, with the City free to assign a temporary pay grade pending resolution of negotiations. Article X (No Strike-No Lockout) shall continue in effect during these negotiations. If the parties are unable to agree on the pay grade, the City will be free to assign a pay grade for the term of the agreement and the Labor Council waives any right to impasse resolution regarding said pay grade for the term of the agreement.

Section 1.3. Fair Representation

The FOP recognizes its responsibility as bargaining agent and agrees to represent fairly all employees in the bargaining unit, whether or not they are members of the FOP. The Labor Council further agrees to indemnify, defend and hold harmless the City and its officials, representatives and agents from any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs resulting from any failure on the part of the FOP to fulfill its duty of fair representation.

ARTICLE II - UNION SECURITY AND RIGHTS

Section 2.1. Dues Checkoff

While this Agreement is in effect, the City will deduct from each employee's paycheck once each pay period the uniform, regular bi-weekly Labor Council dues and initiation fee, if any, for each employee in the bargaining unit who has filed with the City a lawful, voluntary, effective checkoff authorization form. Checkoff authorization forms shall be supplied by the Labor Council. The City will honor all executed checkoff authorization forms received not later than ten (10) working days (i.e. days the City's administrative offices are open) prior to the next deduction date. If a conflict exists between the checkoff authorization form and this Article, the terms of this Article and Agreement control.

Total deductions collected for each month shall be remitted by the City to the Labor Council by the tenth (10th) of the following month, together with a list of employees for whom

deductions have been made. Dues deducted shall be sent to the official address designated in writing to the Employer by the Labor Council. The Labor Council agrees to refund to the employee any amounts paid to the Labor Council in error on account of this dues deduction provision.

A Labor Council member desiring to revoke the dues checkoff may do so at any time upon fifteen (15) calendar days' notice by giving written notice to the City and the Labor Council. Dues shall be withheld and remitted to the Labor Council unless or until such time as the City receives a notice of revocation of dues checkoff from an employee, or notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions. Information concerning dues not deducted under this Article shall be forwarded to the Labor Council, and this action will discharge the City's only responsibility with regard to such cases. Deductions shall cease at such time as a strike or work stoppage occurs in violation of Article X (No Strike-No Lockout).

The actual dues amount to be deducted shall be certified in writing to the City by the Labor Council, and shall be uniform in dollar amount for each employee in order to ease the Employer's burden of administering this provision. The Labor Council may change the fixed uniform dollar amount, which will be the regular monthly dues, twice each calendar year during the life of this Agreement. The Labor Council will give the City thirty (30) calendar days' notice of any such change in the amount of uniform dues to be deducted.

Section 2.2. Fraternal Dues Checkoff

At the request from a Labor Council member, the City will deduct from the member's paycheck once each pay period, the uniform, regular bi-weekly fraternal dues for each employee who has filed with the City a lawful, voluntary, effective fraternal dues checkoff authorization form. Fraternal dues checkoff authorization forms shall be supplied by the Labor Council. The City will honor all executed fraternal dues checkoff authorization forms received not later than ten (10) working days (i.e. days the City's administrative offices are open) prior to the next deduction date. If a conflict exists between the checkoff authorization form and this Article, the terms of this Article and Agreement control.

Total deductions collected for each month shall be remitted by the City to the Labor Council by the tenth (10th) of the following month, together with a list of employees for whom deductions have been made. Dues deducted shall be sent to the official address designated in writing to the Employer by the Labor Council. The Labor Council agrees to refund to the employee any amounts paid to the Labor Council in error on account of this dues deduction provision.

A Labor Council member desiring to revoke the fraternal dues checkoff may do so at any time upon fifteen (15) calendar days' notice by giving written notice to the City and the Labor Council. Dues shall be withheld and remitted to the Labor Council unless or until such time as the City receives a notice of revocation of fraternal dues checkoff from an employee, or notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions. Information concerning dues not deducted under this Article shall be forwarded to the Labor Council, and this action will discharge the City's only responsibility

with regard to such cases. Deductions shall cease at such time as a strike or work stoppage occurs in violation of Article X (No Strike-No Lockout).

Section 2.3. Labor Council Indemnification

The Labor Council shall indemnify, defend and hold harmless the City and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article, or in reliance on any list, notice, certification or assignment furnished under Sections 2.1 and 2.2. If an improper dues deduction is made, the Labor Council shall refund directly to the employee any such amount.

Section 2.4. Bulletin Board

The City will make space available on a bulletin board designated by the Police Chief for the posting of official FOP notices which are germane to its role as the exclusive bargaining representative and which are not derogatory, defamatory, or relate to any ongoing local political campaign. The Labor Council will limit the posting of Labor Council notices to such bulletin board.

Section 2.5. Labor Council Representatives

For purposes of this Agreement, the term "Labor Council Representatives" shall refer to the Local Labor Council's grievance/bargaining committee(s). The Labor Council will maintain (and keep current) with the Employer a complete written list of its Labor Council Representatives, non-employee staff representatives, and other agents (including their addresses and telephone numbers) who will deal with the City.

Section 2.6. Visit by FOP Representatives

The City agrees that a non-employee FOP representative shall have reasonable access to the Police Department to meet with representatives of the City and, after scheduling a mutually agreeable time with the Police Chief or his designee, with employees during non-working periods of the employee's shift or work time.

Section 2.7. Access to Public Records

In order to assist in expediting grievances and collective bargaining, the City shall, upon reasonable request of the Union, provide, without cost, copies of City-generated documents accessible to the public.

Section 2.8. Union Business Leave

The City of Mt. Vernon agrees to provide a total of two (2) days paid leave per calendar year for the bargaining unit as a whole for the purpose of attending union programs and conferences. The Union Business Leave days shall be scheduled no less than two (2) weeks in advance.

Section 2.9. Bargaining Unit Roster

Regularly, the Labor Council may request in writing from the City of Mt. Vernon a complete and updated list of names, addresses, and telephone numbers of all employees eligible

for membership in the Labor Council. The Labor Council will use this list exclusively for bargaining representation purposes.

Section 2.10. Use of City Equipment, Supplies, & Resources for Union Business

All electronic and telephonic communication system (e-mail, voice mail, etc.) and all communication and information transmitted by, received from, or stored in the City's systems are the property of the City, and as such are to be used for Police-related purposes. Labor Council members may use the City's equipment for union business during non-working periods of the member's work shift as well as reasonable times during the work period, so long as such use does not unduly interfere with the Employer's operational needs. The members should not have any expectation of privacy concerning the materials and information stored on the system and the City can override all personal codes or passwords at any time. All information created, stored, or transmitted on the system is the property of the City.

ARTICLE III - LABOR-MANAGEMENT MEETINGS

Section 3.1. Meeting Request

The Labor Council and the Employer agree that in the interest of efficient management and harmonious employee relations, that meetings be held if mutually agreed between Labor Council representatives and responsible administrative representatives of the Employer. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management meeting" and expressly providing the agenda for such meeting. Such meetings and locations, if mutually agreed upon, shall be limited to:

- (a) discussion on the implementation and general administration of this Agreement;
- (b) a sharing of general information of interest to the parties including a discussion of unusual compensation for unusual work if requested;
- (c) notifying the FOP of changes in conditions of employment contemplated by the Employer, which may affect employees.

Section 3.2. Content

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management meetings" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 3.3. Attendance

Attendance at labor-management meetings shall be voluntary on the employee's part, and attendance by off-duty personnel during such meetings shall not be considered time worked for compensation purposes. If a labor management meeting is scheduled at the request or consent of the City during the regularly scheduled duty hours of one or more Labor Council representatives, they shall be released from duty without loss of pay, and they shall remain available to return to duty if needed. Normally, three (3) persons from each side shall attend these meetings, schedules permitting.

ARTICLE IV - MANAGEMENT RIGHTS

Section 4.1. Management Rights

Except as specifically limited by the express provisions of this Agreement, the City retains all rights to manage and direct the affairs of the City 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 City prior to the recognition of the Labor Council as the bargaining agent for the employees covered by this Agreement. These rights and authority include, but not limited to, the following: to plan, direct, control and determine all the operations and services of the City; 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 City 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 reasonable 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 City in situations of local disaster or civil unrest emergencies as may be formally declared by the Mayor or his designee or the City Council. In the event of such emergency action, the provisions of this Agreement may be suspended, if necessary, provided that all provisions of this Agreement shall be immediately reinstated once a local disaster or emergency condition ceases to exist.

Section 4.2. Subcontracting

It is the general policy of the City to continue to utilize employees to perform the work they are qualified to perform and for which sworn peace officers are required. The City reserves the right, however, to contract out any work it deems necessary in the exercise of its best judgment. Except where an emergency situation exists, before subcontracting of work where such subcontracting will result in the layoff of one or more bargaining unit employee(s), the City will notify the Labor Council of the subcontracting decision and allow the Labor Council an opportunity to discuss the City's decision and bargain as to its impact on bargaining unit employees. The City reserves the right to unilaterally implement its decision to subcontract at any time after providing the Labor Council with notice and an opportunity to discuss the decision.

ARTICLE V - HOURS OF WORK AND OVERTIME

Section 5.1. 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 cycle, or any other period.

Section 5.2. Normal Work Period, Workday, and Work Schedule

The normal workday for detective officers, at the discretion of the Police Chief, shall be 8 hours, including a paid off-duty thirty (30) minute meal break or 10 hours, including a paid off-duty forty-five (45) minute meal break.

Patrol officers and corporals shall work a normal work day of twelve (12) hours and a normal work period of eighty-four (84) hours, paid at the regular hourly rate in a two-week period, with rotating days off as follows:

Shift 1 Day and 1 Night

On Duty:	Monday/Tuesday
Off Duty:	Wednesday/Thursday
On Duty:	Friday/Saturday/Sunday
Off Duty:	Monday/Tuesday
On Duty:	Wednesday/Thursday
Off Duty:	Friday/Saturday/Sunday
Schedule then repeats	

Shift 2 Day and 2 Night

Off Duty:	Monday/Tuesday
On Duty:	Wednesday/Thursday
Off Duty:	Friday/Saturday/Sunday
On Duty:	Monday/Tuesday
Off Duty:	Wednesday/Thursday
On Duty:	Friday/Saturday/Sunday
Schedule then repeats	

Starting and quitting times for the regular shifts shall be 6:00 a.m. to 6:00 p.m., and 6:00 p.m. to 6:00 a.m. This schedule shall be applicable to patrol officers and corporals assigned to the patrol division and such other employees as from time to time the parties may mutually agree.

Employees on twelve-hour shifts shall receive one paid forty-five (45) minute meal break and two fifteen (15) minute breaks per shift. Employees are required to remain in radio contact for response to emergency or priority calls. The normal workday shall be extended or reduced by one (1) hour in the event of time changes.

Employees shall be allowed to re-bid their shifts every four (4) months, using the shift-selection process set forth in Section 5.11 of the parties' contract.

Employees on a twelve-hour schedule shall be paid at a rate of 1½ times their regular straight-time hourly rate of pay for all hours voluntarily worked past twelve hours in a work day, and eighty-four hours in a two-week work period. Additionally, all mandatory hold-over time at the end of any regular shift and all special details (including mandatory special details) shall also be paid at 1.5 times the normal straight-time rate. All other mandatory overtime shall be paid at double the straight-time rate. The parties' current practice of utilizing a volunteer turn sheet as set forth in Section 5.8 shall continue, except that employees shall not be permitted to work more than four additional overtime hours if the officer is scheduled to work his regular shift in the upcoming shift change. The intent of this provision is to guarantee an employee at least eight (8) continuous hours of rest time between work assignments.

Forced Overtime: When an overtime vacancy cannot be filled using the voluntary turn sheet, the following provisions shall apply:

(a) Twelve hours or less notice: The overtime will be offered first to officers working the current shift. The officer may elect to work no more than four (4) hours of the available overtime.

If no officer working the current shift agrees to work the overtime, the officer with the least departmental seniority and eligible to work the position shall work the overtime. The officer being forced over cannot be forced to work more than four (4) hours. Absent emergency circumstances, the maximum forced overtime for an employee shall not exceed more than twelve (12) hours in a seven (7) day period.

The mirror squad shall be contacted to fill any remaining overtime with the least senior officer being forced for no more than twelve (12) hours.

(b) More than twelve hours' notice: If overtime becomes available with more than twelve (12) hours up to seventy-two (72) hours' notice, such overtime will be filled as set forth in the first paragraph of this Section. If no officer accepts the overtime, the mirror squad will cover the overtime under Section (a) above.

The current practice of rotating employees to the bottom of the list upon working forced overtime shall continue.

Section 5.3. Training and Briefing Periods

The City may schedule employees for up to eleven (11) hours of off-shift, mandatory training and/or briefing periods per twenty-eight (28) day work cycle to be compensated at straight time hourly rates. Any mandatory off-shift training and/or briefing periods in excess of eleven (11) hours in a twenty-eight (28) day cycle will be compensated at one and one-half times the employee's regular rate of pay. It is understood that the existing practice of paying canine officers time-and-one-half for required, monthly canine training days is unaffected by this provision. This provision does not affect the City's right to schedule or permit on-shift training, nor the employee's ability to request and attend training programs on a voluntary basis and subject to such conditions the City may require.

Off-shift training periods shall be in minimum increments of 4 hours, unless immediately before or after a regularly scheduled shift.

There shall be a briefing period of 15-minute duration immediately before the start of a regular patrol division shift.

Section 5.4. Overtime Pay

Employees shall be paid at a rate of one and one-half (1-1/2) times their regular straight-time hourly rate of pay for each voluntary, hold-over, and special detail overtime hour worked beyond their regular shift in a workday or eighty (80) hours for an 8-hour employee and eighty-four (84) hours for a 12-hour employee in a fourteen (14) day work period (excepting training time as covered in Section 5.3 above). All other mandatory overtime shall be paid at twice the regular straight-time rate. If the Employer perceives a documentable, systematic pattern of abuse of this benefit, it may demand to reopen this issue.

If the City adjusts the schedule of an individual employee so as to change his regularly scheduled days off, the City will provide thirty (30) days' notice if practical, as well as adjust the schedule so that only days off (and not shift starting times) will change and that no officer will be rescheduled to work more than six (6) consecutive days. The parties understand that the thirty (30) day notice period does not apply to regular, cyclical changes in the work schedule; nor shall the restriction on more than six (6) consecutive days apply to annual changes in scheduled days off.

Overtime pay shall be received in fifteen (15) minute segments as provided by the Fair Labor Standards Act (FLSA). For purposes of this Article only, time worked shall include time spent on duty, as well as vacation, sick leave, personal days, and any other paid leave of absence but shall not include any uncompensated periods.

Section 5.5. Compensatory Time

Employees working eight (8) hour shifts may elect to receive compensatory time in lieu of overtime pay. Compensatory time shall be granted at the rate of one and one-half times for each hour of overtime actually worked. Overtime must be at least one hour in duration before a compensatory time request can be made. Employees shall be allowed to accumulate no more than 30 hours of compensatory time at any given time, and use no more than 30 hours of compensatory time per year. Compensatory time may be used at such times and in such time blocks as are mutually agreed upon between the employee and the Chief or his designee. Permission to utilize compensatory time off shall not be unreasonably denied by the Chief or his designee if operating requirements will not be adversely affected. The employee and the Chief of Police shall cooperate to facilitate employee requests for the use of compensatory time in such amounts and in such times so as to not unduly burden the Employer's operations or costs. Approval or disapproval to utilize compensatory time shall occur within seventy-two (72) hours of the employee's written request.

For employees working twelve (12) hour shifts, the following benefit applies: When the Chief of Police determines it to be in the best interests of the City, and it is mutually agreeable to both the Chief and affected employee, the Chief 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 Chief or his designee.

The Chief, in his discretion, may pay an employee on the last regularly scheduled payroll in March for any or all accrued and unused compensatory time. The employee's compensatory time will be reduced by one hour for each hour paid.

Section 5.6. Court Time

Patrol officers and detective officers who would otherwise be off-duty shall receive a minimum of two (2) hours pay at the rate of time and one-half when (1) appearing in court on behalf of the City in the capacity of a commissioned officer or (2) when preparing for an off-duty court appearance when in the presence of a prosecuting attorney. Off-duty lunch periods shall not be counted toward hours worked.

Section 5.7. Call-Back Pay

A call-back is defined as a work assignment which does not immediately precede or follow an employee's regularly scheduled working hours. An employee called back to work after having left work shall receive a minimum of two (2) hours' pay at the double-time rate, unless the individual is called back to rectify his own error.

Section 5.8. Required and Voluntary Overtime

The Chief of Police or his designee(s) shall have the right to require overtime work and employees may not refuse overtime assignments. In non-emergency situations, the Chief or his designee shall generally follow the turnsheet procedure described below to seek volunteers prior to assigning required overtime work. 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.

Voluntary overtime assignments or extra shifts shall be offered to officers on the basis of seniority through use of a volunteer turnsheet. Those officers wishing to be excluded from the turnsheet shall do so in writing. When an overtime shift occurs, the first officer on the turnsheet shall be contacted by phone. If the officer is not available after six rings or refuses, his name shall go to the bottom of the turnsheet. In the event of a refusal or unavailability, the next officer on the turnsheet shall be called. If an employee demonstrates that he has been passed over in the turnsheet procedure (for other than appropriate reasons) for an overtime opportunity he otherwise was willing and able to accept, he shall be given first preference for the next voluntary overtime opportunity.

Section 5.9. 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.

Section 5.10. Duty Trades

Employees shall be permitted to trade assigned duty shifts with other qualified employees provided they give appropriate notice of such trades to their respective shift commanders. Authorization for such requested trades may be rescinded by the Police Chief or his designee if it is determined within the City's discretion that such trades are disruptive or detrimental to the operation of the Police Department.

Section 5.11. Shift Schedule and Assignments

The shifts, workdays, and hours to which employees are assigned shall be stated on the Departmental work schedule. The City shall establish the departmental work schedule based on shift and daily manning requirements, as well as rank, fixed, or special assignment. Every four months (or at other times if needed for operational needs), employees will be permitted to bid for preferred shifts and days off (including whether preferred shift or days off is a priority), consistent with the current method of bidding. The City will make a good faith effort to honor such requests within operational needs and goals. For example, the City may consider matters including, but not limited to, needs or goals to balance experience, training, and/or unique skills across shifts/workdays, or to direct such experience, training or skills to shifts/work days of particularized

need, as determined in the Chief's discretion. The Chief's decision as to staffing needs and goals in this regard is not subject to the grievance and arbitration process.

ARTICLE VI - SENIORITY, LAYOFF AND RECALL

Section 6.1. Definition of Seniority

For purposes of this Agreement, seniority shall be defined as an employee's length of continuous service from the last date of beginning continuous full-time employment in a position covered by this Agreement. Seniority shall accumulate during all authorized paid leaves of absence. Seniority shall not accumulate from the first day of an authorized unpaid leave of absence or lay off of thirty (30) calendar days or more. Conflicts of seniority shall be determined on the basis of a coin toss.

Section 6.2. Probationary Period

All new employees and those hired after loss of seniority under Section 6.6 shall be considered probationary employees until they have completed a probationary period of eighteen (18) months of work. Time absent from duty or not served for any reason shall not apply toward satisfaction of the probationary period, except for holidays, vacation, and paid sick leave. Probationary employees shall be entitled to all rights, privileges, and benefits provided for in this Agreement, except that during an employee's probationary period, the employee may be suspended, laid off, or terminated without cause at the sole discretion of the City. Such probationary employee shall have no recourse to the grievance procedure or to the Board of Fire and Police Commissioners to contest such a suspension, layoff, or termination. Furthermore, there shall be no seniority among probationary employees, except for selection of any vacation or personal days to which he or she is entitled. Upon successful completion of the probationary period, an employee shall acquire seniority, which shall be retroactive to his last date of hire with the City in a position covered by this Agreement.

Section 6.3. Seniority List

Appendix E of this Agreement reflects the seniority list among bargaining unit employees as of the date of execution of this Agreement. The City will provide the Labor Council with notification of any new hires, promotions, demotions, or terminations of employment within 30 days of any such change in status. On or about November 15 of each year, the City will provide the Labor Council with a seniority list of all employees in the bargaining unit setting forth each employee's seniority date, rank and position. The City shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the City in writing within fourteen (14) days after the Labor Council's receipt of the list. Upon request in writing to the Police Chief, an updated seniority list will be provided to the Labor Council during the course of the year.

Section 6.4. Layoff

The City, for lack of work or other reasons, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service as provided in Illinois Revised Statutes (Chapter 24, Section 10-2.1-18, as it existed as of August 25, 1992), provided that the remaining employees are qualified to do the remaining work without further training.

Section 6.5. Recall

Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall (with the first of the ten (10) days being the date the notice to the employee is postmarked). The notice of recall shall be sent to the employee by certified mail with a copy similarly mailed or personally delivered to a designated representative of the FOP, provided that the employee must notify the Police Chief or his designee of his intention to return to work within three (3) calendar days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of each employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list. If the City has not heard from the employee within ten (10) calendar days of mailing a properly addressed notice of recall, the employee's name shall be removed from the recall list.

Section 6.6. Termination of Seniority

Seniority for all purposes and the employment relationship shall be terminated if the employee:

- (a) quits;
- (b) is discharged (and not reinstated);
- (c) retires;
- (d) falsifies the reason for a leave of absence or is found to be working during a leave of absence without prior written approval of the Chief;
- (e) fails to report to work at the conclusion of an authorized leave of absence, layoff, or vacation; absent extreme circumstances beyond an employee's control;
- (f) is laid off and fails to respond to a notice of recall within three (3) calendar days after receiving notice of recall or to report for work at the time prescribed in the notice of recall or otherwise does not timely respond to a notice of recall as provided in Section 6.5 of this Agreement;
- (g) is laid off or otherwise does not perform bargaining unit work for the City for a period in excess of twelve (12) months or;
- (h) is absent for three (3) consecutive working days without notification to or authorization from the City.

ARTICLE VII - FIRE AND POLICE COMMISSION

The parties recognize that the Board of Fire and Police Commissioners of the City of Mt. Vernon 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 Board of Fire and Police Commissioners, except that employees have the right under the terms of this Agreement to elect to have disciplinary matters reviewed by a third party neutral arbitrator or by the Board of Fire and Police Commissioners.

The fees and expenses of Police & Fire Commission hearings, namely the court reporter's fees and copies of written transcripts, shall be divided equally between the City and the Union; provided, however, that each party shall be responsible for any other expenses it may incur, including compensating its own representatives and witnesses.

ARTICLE VIII - DISCIPLINE

Section 8.1. Discipline

Disciplinary action or measures shall include only oral reprimand, written reprimand, suspension, or discharge. When possible and practical, reprimands shall be done in a manner not to embarrass the employee before other employees or the public. The Police Chief, in accord with the rules of the Mount Vernon Board of Fire and Police Commissioners, may impose discipline of up to and including a suspension for five duty days. The Board of Fire and Police Commissioners, based on written charges brought by the Board, the Police Chief, or a member of the public shall have the authority to assess all forms of discipline, up to and including discharge.

Section 8.2. Disciplinary Action

When the Employer believes just cause exists to institute disciplinary action, the Employer by its agents shall have the option to assess the following penalties, depending upon the seriousness of the offense:

- Oral Reprimand
- Written Reprimand
- Suspension
- Discharge

The authority of the Police Chief to reprimand or suspend and the Board of Fire and Police Commissioners to suspend or discharge shall be exercised in accordance with the authority granted by the Municipal code, 65 ILCS 5/10-2.1-17.

The City may discipline employees for off-duty conduct that violates the law or departmental policies, or brings disrepute on the department. All officers shall be given paper or electronic copies of newly-created or amended policies.

Section 8.3. Disciplinary Interviews

The City of Mt. Vernon, consistent with its obligations under Illinois State law, shall permit the presence of union representation of bargaining unit employees who so request it, during interviews in which the employee may reasonably expect to result in the discipline of the employee in question. The role of the union representative is limited to providing advice and counsel to the employee, and in no event may the union representative interfere in the interview. The City is entitled to obtain the employee's version of the events in question without interruption or interference of the union representative. The employee's request for union representation shall not cause delay in the interview process, which the Chief or his designee determines, is unreasonable under the circumstances. The employee may not insist that any particular union representative be present. This section does not apply to meetings at which discipline is simply to be administered.

Section 8.4. Grievances as to Disciplinary Action

Grievances may be filed with respect to any disciplinary action (other than oral and written reprimands) taken against an employee when an employee believes the disciplinary action taken is not for just cause. If the disciplinary action is a suspension ordered by the Police Chief, the grievance shall be filed in the first instance at Step 2 of the grievance procedure within ten (10) calendar days of the imposition of the discipline, and shall thereafter be processed in accordance with Article IX of the Agreement.

If the disciplinary action is for a suspension or discharge within the authority of the Board of Fire and Police Commissioners (hereinafter "Board"), a grievance as to such disciplinary action may be filed and referred to arbitration according to the following procedure:

1. At the time the Chief files charges with the Board, he shall notify the affected employee and the Union of such action.
2. The employee and/or the Union may then file a grievance contesting the just cause of the charges. Such grievance shall be filed within seven (7) calendar days of receiving notice and shall be initially filed at Step 2 with the City Manager with a copy to the Board.
3. If a grievance is filed, it may be referred to arbitration in accordance with the provision of Section 9.4 of this Agreement.
4. If the grievance is referred to arbitration by the Union, the following additional conditions shall apply:
 - a. The notice to refer the disciplinary grievance to arbitration shall be signed by the Union's designee and shall also contain a signed statement from the affected employee(s) waiving any and all rights he/she may have to appeal the subject action to the Board (in the case of disciplinary action imposed by authority of the Police Chief) or to seek judicial review pursuant to the Administrative Review Act (in the case of disciplinary action within the jurisdiction of the Board). Any notice of referral to arbitration filed without the required signed waiver shall not be arbitrable

and the arbitrator shall be without jurisdiction to consider or rule upon it. Any appeal for judicial review of an arbitrator's award shall be in accordance with provisions of the Uniform Arbitration Act, 710 ILCS 5/1.

b. Upon receipt of such notice referring the grievance to arbitration, the Police Chief may issue a final order implementing the disciplinary action specified in the charges filed with the Board without further hearing and the charges shall be withdrawn from the jurisdiction of the Board. The grievance as to whether such Board action is supported by just cause shall be heard before an impartial arbitrator as provided in Section 9.4 of the grievance procedure.

5. If no grievance is filed or the Union does not refer the grievance to arbitration, the charges shall proceed to hearing and determination by the Board.

ARTICLE IX - GRIEVANCE PROCEDURE

Section 9.1. Definition

A "grievance" is defined as a complaint arising under and during the term of this Agreement raised by an employee or the Labor Council against the City alleging that there has been an alleged violation, misinterpretation, or misapplication of an express written provision of this Agreement, including discipline, subject to the provisions of Section 8.4.

Section 9.2. Informal Resolution

Employees are encouraged to resolve through informal discussions with their supervisors any disputes or grievances they may have. Such informal discussions may be between the employee and any of the supervisory personnel to whom he reports, but should ordinarily occur first between an employee and his immediate supervisor before proceeding up the chain of command. Such informal discussions are not to be construed as a part of the grievance procedure, and settlements or withdrawals at this stage shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his assigned work task and complain later, unless the employee reasonably believes that the assignment unreasonably endangers his safety.

Section 9.3. Procedure

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

Step 1: Any employee or authorized Labor Council Representative acting on behalf of the FOP who has a grievance that cannot be resolved informally shall submit the grievance in writing to the Police Chief or his designee specifically indicating that the matter is a grievance under this Agreement. 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 specific relief requested. All grievances must be presented no later than seven (7) calendar days from the date of the occurrence of the event first giving rise to the grievance. The Police Chief shall render a written response to the grievant within fourteen (14) calendar days after the grievance is presented.

Step 2: If the grievance is not settled at Step 1 and the grievant wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the City Manager within seven (7) calendar days after receipt of the City's answer in Step 1 or within seven (7) calendar days of when the City's answer in Step 1 was due. The City Manager or his designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven (7) calendar days with the grievant and a Labor Council Official. The City Manager may have present other persons whom he deems appropriate. If no settlement of the grievance is reached, the City Manager or his designee shall provide a written answer to a designated Labor Council Official within fourteen (14) calendar days following the meeting.

Section 9.4. Arbitration

If the grievance is not settled in Step 2 and the Labor Council wishes to appeal the grievance from Step 2 of the grievance procedure, the Labor Council may refer the grievance to arbitration, as described below, within fourteen (14) calendar days of receipt of the City's written answer as provided to the Labor Council at Step 2 or within fourteen (14) calendar days of when the City's answer in Step 2 was due:

(a) The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven (7) day period, the parties shall jointly request the Federal Mediation and Conciliation Service (or other mutually agreed service) to submit a panel of seven (7) arbitrators who are all members of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the City and the Labor Council shall have the right to strike three (3) names from the panel. The order of striking shall be determined by coin-flip with parties striking alternatively until one (1) name remains. The person remaining shall be the arbitrator.

(b) The arbitrator shall be notified jointly by the parties of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Labor Council and City representatives.

(c) The City and the Labor Council shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the Labor Council 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.

(e) More than one grievance may be submitted to the same arbitrator only if both parties mutually agree to do so in writing.

(f) The fees and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the City and the Labor Council; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 9.5. Limitations on Authority of Arbitrator

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 only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 1. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award, which is contrary to or inconsistent with, in any way, applicable state or federal laws or court decisions, or rules and regulations of state or federal administrative bodies that have the force and effect of law. Any decision or award of the arbitrator rendered within the limitations of this Section 9.5 shall be final and binding upon the City, Labor Council and the employees covered by this Agreement.

Section 9.6. Employee Right to Self-Representation

Nothing in this Agreement prevents an employee or group of employees from presenting a grievance to the Employer and having the grievance heard and settled without the intervention of the Labor Council provided that a Labor Council representative is given an opportunity to be present at any grievance meeting and that any settlement reached is not inconsistent with the terms of this Agreement.

Section 9.7. Group Grievances

If a grievance involving two or more employees arises out of the same facts and alleges a violation, misinterpretation, or misapplication of the same specific terms of this Agreement, and if the same relief is requested for each affected employee, it may be submitted as a group grievance by the Labor Council or by the employees involved in accordance with the procedure set forth in Section 9.3 above. The resolution of a group grievance shall be limited to those employees who are identified by name in the grievance.

Section 9.8. Time Limit for Filing

No grievance shall be entertained or processed unless it is submitted at Step 1 within seven (7) calendar days after the occurrence of the event first giving rise to the grievance.

If a grievance is not presented by the employee or the Labor Council within the time limits set forth above, it shall be considered "waived" and may not be pursued further by the employee or the Labor Council. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not hold a meeting or answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Labor Council may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 9.9. Miscellaneous

No member of the bargaining unit or other non-bargaining unit employee represented by the Labor Council shall have any authority to settle or respond to a grievance as defined in Section 9.1 on behalf of the City. Moreover, no action, statement, agreement, settlement, or representation

made by any member of the bargaining unit or other City employee represented by the Labor Council concerning the meaning, interpretation or application of any provision of the Agreement shall impose any obligation or duty or be considered to be authorized by or binding upon the City unless and until the City has agreed thereto in writing.

ARTICLE X - NO STRIKE-NO LOCKOUT

Section 10.1. No Strike

Neither the FOP nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, residential picketing, slow down, sit down, concerted stoppage of work, concerted refusal to perform overtime, or any other intentional interruption or disruption of the operations of the City at any location, regardless of the reason for so doing. Neither the FOP nor any employee shall refuse to cross a picket line while on-duty or being called to duty, by whoever established. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City, and the only issue that may be raised in any proceeding in which such discipline or discharge is challenged is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent. The FOP and its officers and representatives will cooperate with the City in taking whatever affirmative action is necessary to direct and urge any employee who violates this Article to return to work and to achieve a prompt resumption of normal operations.

Section 10.2. No Lockout

The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the FOP so long as there is good faith compliance by the FOP with this Article, unless the City cannot efficiently operate in whole or in part due to a breach of Section 10.1.

Section 10.3. Judicial Relief

Nothing contained herein shall preclude the Employer from obtaining a temporary restraining order, damages and other judicial relief as determined appropriate by the Court in the event the FOP or any employees covered by this Agreement violate this Article.

ARTICLE XI - HOLIDAYS

Section 11.1. Holidays

The following are recognized holidays for eligible employees:

New Year's Day	January 1
Martin L. King's Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Good Friday	Friday before Easter Sunday
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Veterans' Day	November 11
Thanksgiving Day	4 th Thursday of November

Day after Thanksgiving	Day after 4 th Thursday of November
Christmas Eve	December 24 (1/2 Day)
Christmas Day	December 25
New Year's Eve	December 31(1/2 Day)

Section 11.2. Eligibility Requirements

Employees shall work all holidays when scheduled as part of their normal Departmental work schedule.

Section 11.3. Holiday Pay

In lieu of paid holiday leave, each eligible employee will receive as holiday pay 96 hours pay per year at his regular, straight-time hourly rate of pay. This pay will be distributed evenly and on a pro-rata basis on all paychecks for the year (i.e., 3.69 hours pay per paycheck).

Section 11.4. Work on a Holiday

Eligible employees who work on a holiday listed in Section 11.1 (except Christmas Eve and New Year's Eve) shall be compensated at the rate of one and one-half (1-1/2) times their regular rate of pay for regular hours worked in addition to the holiday pay received under Section 11.3. Eligible employees who work Christmas Eve or New Year's Eve shall be compensated at the rate of one and one-quarter (1-1/4) times their regular rate of pay for all hours worked in addition to the holiday pay received under Section 11.3. For purposes of this Section 11.4, holiday work premium pay will be received by any eligible employee whose work day begins during the calendar day of the holiday.

Section 11.5. Call-Back on Holidays

Employees shall be compensated at the rate of two (2) times their regular rate of pay for all hours worked when called back on a holiday, except as set forth in Section 11.6.

Section 11.6. Christmas Benefit

Employees in the detective, evidence officer and school officer assignment shall not be scheduled to work on the observed Christmas holiday unless specifically called in to do so, due to operational needs. In lieu of this benefit, detectives shall receive only eighty-eight (88) hours of holiday leave pay as set forth in Section 11.3. But should they be called in to work on the Christmas holiday, they shall receive the additional eight (8) hours of pay, to total the full ninety-six (96) hours. In the event that detectives are called in to work on the Christmas holiday, they shall be paid at time-and-one-half (1½), not the double-time rate set forth in Section 11.5.

ARTICLE XII - VACATIONS

Section 12.1. Eligibility and Allowances

As of January 1 of each calendar year, every employee shall be eligible for paid vacation time after the completion of one (1) year of continuous full-time employment with the City in a position covered by this Agreement. Employees shall start to earn vacation allowance as of their date of hire. Vacation allowances shall be earned monthly, based on the following schedule:

<u>Length of Completed Continuous Service</u>	<u>Number of Hours Per Year</u>
After completion of one (1) year	80 hours
After completion of seven (7) years	120 hours
After completion of twelve (12) years	160 hours

Employees shall earn vacation allowances for any month in which they receive compensation for more than one hundred twenty (120) hours of work. For purposes of this Section only, vacations, holidays and paid sick leave shall be considered "hours of work"; no other paid or unpaid absence from duty shall be counted as "hours of work".

If an employee has not completed at least one (1) year of service prior to January 1 of the calendar year, he will receive eight (8) hours of vacation for each month of service in which he received compensation for more than one hundred twenty (120) hours of work prior to January 1 to a maximum accumulation of ten (10) days.

Section 12.2. Vacation Pay

The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job assignment on the payday immediately preceding the employee's vacation.

Section 12.3. Scheduling and Accrual

Employees shall be awarded vacation time by the City in accordance with City service needs and, if possible, the employee's desires. On or before October 31, the Police Chief or his designee shall post a schedule of days available for vacation during the following calendar year. Between November 1 and November 30, all sworn personnel in the Department (both within and outside the bargaining unit) shall then select their vacation preferences by shift and in the order of their seniority, with the most senior employee having first choice, the next most senior having second choice, and so on. The vacation periods requested pursuant to this procedure shall be submitted to the Police Chief or his designee for approval by December 1 of each year. The Police Chief or his designee shall review the requests and post a vacation schedule on or before December 15. After the vacation schedule has been established, employees can trade or reschedule vacation days only with approval of the Police Chief or his designee.

After this initial seniority sign-up of vacation picks, vacations shall be scheduled exclusively on a first-come, first-served basis, and seniority shall not determine which employee is entitled to any of the remaining weeks that are open for vacations, except where two or more employees have requests for the same time off pending simultaneously.

The City may limit the number of employees of a given rank or position that can be off at any one time. Vacation cannot be taken before it is actually earned. Vacation cannot be taken in increments of less than one full duty shift.

All vacation days must be taken within twelve (12) months of when they are earned or they will be lost. Vacation time to be taken by the end of a calendar year is vacation time earned and

unused as of the end of the preceding calendar year. Vacation days may not be carried forward from year to year unless the Chief approves such carry-forward in writing for no more than five (5) vacation days. Ordinarily, such approval will be denied unless the officer establishes that he was unable to schedule his vacation due to circumstances beyond his control (such as where a vacation was canceled by the Department due to operating needs).

Vacation schedules may be adjusted to accommodate seasonal operations, significant revision in organization, shift changes, work assignments or the number of personnel in particular ranks or positions. Furthermore, the Chief reserves the right to suspend vacation schedules for operating needs.

Section 12.4. Vacation Call-In

Employees who are on scheduled vacation leave and scheduled days off immediately preceding or following scheduled vacation leave shall be required to report for a mandatory call-in only after the City has attempted to call-in all other employees for the mandatory work assignment.

Section 12.5. Time-Off Defined

Benefit time-off (including the employee's weekend), when granted, shall be defined as the period between an employee's last scheduled shift before the granted benefit time, and the beginning of his next shift following the granted benefit time. Any employee drafted to work the shift just prior to or just following the shift which he was scheduled to take off, shall recover that day of benefit time back on the books.

Additionally, once benefit time is granted – i.e., once the grantee receives an executed PAR from the Employer – it shall not be revoked if a subsequent shift-change results in the grantee's benefit time running concurrently with the benefit time scheduled for another member of his shift.

ARTICLE XIII - SICK LEAVE

Section 13.1. Purpose and Allowance

Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees to work while sick. Any employee contracting or incurring any non-service connected sickness or disability (except where the injury or illness is incurred while the employee is performing compensated service outside of his employment with the City) shall receive sick leave with pay as set forth in this Article.

Section 13.2. Days Earned in Accumulation

Employees shall earn eight (8) hours of sick leave for each month of service (which equals a total accumulation of 12 eight-hour work days or 9.6 ten-hour work days per year). Sick leave shall be earned by an employee for any month in which the employee is compensated for more than one hundred twenty (120) "hours of work". For purposes of this Section only, vacations and holidays shall be considered "hours of work"; no other paid or unpaid absence from duty shall be counted as "hours of work". Sick leave cannot be taken before it is actually earned.

Sick leave shall accrue to a maximum bank of 125 eight-hour days (or 100 ten-hour days). In addition, for every calendar year of perfect attendance after the applicable maximum number of sick leave days have been accumulated, one additional eight-hour day will be added to the maximum sick leave bank.

Section 13.3. Notification

Notification of absence due to sickness shall be given to an individual designated by the Police Chief (normally the Shift Commander on duty) as soon as possible on the first day of such absence and every day thereafter (unless this requirement is waived by the Chief in writing), but no later than two (2) hours before the start of the employee's work shift. Failure to properly report an illness may be considered as absence without pay and may subject the employee to discipline, as well.

Section 13.4. Medical Examination

The City may, at its discretion, require an employee to submit a physician's verification of illness, and such verification normally will be required for sick leave of three (3) consecutive duty shifts or more. The City may also require a physician's verification that the employee is well enough to return to work. Falsification of any verification of illness shall be just cause for discipline, up to and including discharge. Any employee who fraudulently obtains sick leave will reimburse the City for the sick leave and any costs incurred by the City due to such absence, and the City may deduct such amounts from his pay check. The City, at its option, may require an employee to submit to an examination by a physician or other medical professional chosen by the City. If the City requires an employee to submit to an examination by a physician designated by the City, the City will pay the medical expenses to the extent they are not covered by insurance.

Section 13.5. Sick Leave Utilization

Sick leave shall be used in hourly increments. Sick leave may be utilized only for the following purposes:

- (1) personal illness or physical incapacity resulting from causes beyond the employee's control (except when incurred in connection with compensated service outside of his employment with the City); or
- (2) Illness of a member of the employee's immediate family (spouse or significant other, son or daughter including legally adopted, foster and stepchildren, or parent or parent in-law) that requires the employee's personal care and attention. Employee shall inform the city of the individual requiring the use of sick leave, and make reasonable efforts to minimize the extent of time required. A "significant other" is one who maintains a quasi-spousal relationship with the employee, and who can supply proof of legal residency with the employee.

The general requirement is that employees using sick leave are required to remain at home, unless there is a reasonable explanation for leaving home such as getting medication, visiting the doctor, or acting in accordance with legitimate care for self or immediate family member. An employee shall not engage in other third-party work or recreational activities while on sick leave.

Section 13.6. Sick Leave Buyback

Upon normal retirement or death, an employee shall be compensated in cash for 75% of his or her accumulated, unused sick leave bank. The City will calculate the value of the sick leave bank at the employee's regular rate of pay as of his or her last scheduled day of work for the City. Normal retirement occurs when an employee who leaves the employment with the City either has 20 years of service with the City and/or is able to immediately draw pension benefits from a City sponsored fund.

Section 13.7. Sick Leave Abuse

Upon sufficient evidence of the abuse of sick leave, the employee shall not be paid for such leave taken nor shall the employee accrue any rights such as seniority or other rights. The general requirement is that employees using sick leave are required to remain at home, unless there is a reasonable explanation for leaving home such as getting medication, visiting the doctor, or acting in accordance with legitimate care for self or immediate family member. An employee shall not engage in other third-party work or recreational activities while on sick leave. "Abuse" of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement. All employees agree to cooperate fully with the Department in verifying illness.

An employee who falsifies information and misrepresents the reason for requesting sick leave may be subject to disciplinary action. Sick leave abuse occurs when an employee uses sick leave for unauthorized purposes or misrepresents the actual reason for charging an absence to sick leave. Abuse may also occur when an employee establishes patterns of sick leave usage over a period of time such as the day before or after a holiday, on the day before or after scheduled days off, after paydays, any one specific day, half-day, or a continued pattern of maintaining zero or near zero leave balances.

Section 13.8. Sick Leave Donation

Bargaining unit members may each donate up to thirty-six (36) hours of sick leave per year to another bargaining unit member who has no sick leave time remaining and is in need. Members wishing to voluntarily donate leave time shall inform Human Resources, in writing, of their intention to do so, and the amount of hours they wish to donate. They shall do so on the forms and in the manner prescribed by Human Resources. The Employer shall keep an account of all sick time hours so donated.

ARTICLE XIV - ADDITIONAL LEAVES OF ABSENCE

Section 14.1. Unpaid Discretionary Leaves

The City in its discretion may grant an unpaid 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 duration, terms and conditions of such leaves.

Section 14.2. Application for Leave

Any request for a leave of absence shall be submitted in writing by the employee to the Police Chief or his designee as far in advance as practicable. The request shall state the reason for

the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by the Police Chief or his designee and it shall be in writing.

Section 14.3. Personal Days

Each post-probationary employee shall receive three (3) paid personal days, as well as their birthday (after their first year of employment), off each calendar year, to be scheduled with the approval of the Chief or his designee. Personal days may not be used immediately before or after a holiday unless either scheduled and approved two (2) weeks in advance or in the event of extreme emergency in which case the City may request an explanation. Personal days shall be scheduled and approved in advance and they shall not be unreasonably denied. Personal days may be used in one-half (1/2) day increments and must be used by December 31 of the calendar year in which they are earned. Personal days, (including birthday) will be accrued according to the schedule the employee is working (i.e. 12-hour employees will accrue three (3) 12-hour personal days and one (1) 12-hour birthday, for a total of four (4) 12-hour paid days off. An 8-hour employee will accrue three (3) 8-hour personal days and one (1) 8-hour birthday for a total of four (4) 8-hour paid days off.) Employees moving between a 12-hour and an 8-hour schedule shall have the time converted to the schedule they are working at the time the personal days or birthday is used.

Section 14.4. Military Leave

Military leave shall be granted in accordance with applicable State and Federal laws, subject to the City's option at its sole discretion to provide additional benefits if done in accordance with a city-wide policy applied in a non-discriminatory manner. Employees must apply for such leave as soon as they are aware of the need for such leave. It is further understood that any employee enlisted in military service and subject to immediate call to active duty as of August 24, 1992 will be granted military leave in accord with present City policy providing for supplemental payment so that such employee experiences no loss of pay for his period of active service.

The City will pay the difference between the employee's regular salary (without any overtime) and the amount received in military reserve pay. The employee shall present their military reserve pay voucher to their supervisor for payroll processing. All salaries and fees received by an employee on military leave up to that amount paid as salary by the City (other than meal, housing, or travel allowances) shall be paid to the City by the employee. Payment to the City shall be accomplished by deducting the amount of applicable military reserve pay from the employee's regular payroll. The employee would then receive the difference between the regular payroll and the amount of military reserve pay. Application by the employee must be made to the Department Head in order for him to receive this pay and the necessary official papers showing the time of training and the base pay of the employee while on training must be provided.

Section 14.5. Funeral Leave

In the event of a death in the immediate family, an employee may take up to three (3) consecutive days off and receive regular straight-time pay to attend the funeral. For purposes of this section, immediate family shall include an employee's or their spouse's family members. Family members shall be defined as:

Legal Spouse or Significant Other
Son or Daughter (inc. legally adopted and step-children)
Son or Daughter in-laws
Parents including step-parents
Parents' in-laws
Brother or Sister including half & step
Brother or Sister in-laws
Grandparents
Grandchildren

Employee may take one (1) day Funeral Leave to attend the funeral or visitation in the event of the death of an Aunt or Uncle of the employee only (not spouse).

An employee shall provide satisfactory evidence of the death of a member of his immediate family and of the employee's attendance at the funeral if so requested by the City. Funeral leave may be extended at the discretion of the Chief and City Manager on a case-by-case basis and under the terms and conditions they prescribe, including requiring the use of accumulated vacation days, personal days, and/or sick leave.

Funeral leave is designed to provide employees with paid time away from work to grieve and to handle matters related to a death in their family. The three days afforded to employees normally run between the date of death to and including the date of funeral ceremony.

Section 14.6. Leave for Illness or Injury

A. In the event an employee is unable to work by reason of illness or injury, the City may grant a leave of absence without pay during which time seniority shall not accrue for so long as the employee is unable to work. This provision does not affect rights and obligations of employees and the City under the Workers' Compensation Act, 820 ILCS 305/1 et seq. and Public Employee Disability Act 5 ILCS 345/, and any other applicable statutes, as they may be amended.

B. To qualify for such leave, the employee must report the inability to work because of illness or injury as soon as the illness or injury is known, and thereafter furnish to the Police Chief or his designee a physician's written statement showing the nature of the illness or injury and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, the employee shall furnish a current report from the attending doctor at reasonable intervals as required by the City.

C. Before returning from leave of absence for injury or illness, or during such leave, the employee at the discretion of the City may be required to have a physical examination by a doctor designated by the City to determine the employee's capacity to perform work assigned. A leave of absence for illness or non-job related injury would under no circumstances be granted until an employee's entire accrued sick and vacation leave is first exhausted.

Section 14.7. Benefits While on Leave

(a) Unless otherwise stated in this Article or otherwise required by law, length of service shall not accrue for an employee who is on an approved unpaid leave status as provided in Section 14.1. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued after the period of the leave. Upon return, the City will place the employee in his or her previous assignment, if vacant; if not vacant, the employee will be placed in the first available assignment provided he possesses the skill and ability to perform the work without additional training.

(b) If, upon the expiration of a leave of absence, there is no work available for the employee or if the employee would have been laid off except for his leave, he shall go directly on layoff.

(c) During an approved unpaid leave of absence or layoff under this Agreement, an employee shall be entitled to coverage under applicable group medical and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and arrangements to pay all insurance premiums involved, including the amount of premiums previously paid by the City.

Section 14.8. Non-Employment Elsewhere

A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment without prior written approval of the Chief. Employees who engage in employment elsewhere during such leave without such prior written approval may immediately be terminated by the City.

Section 14.9. Family and Medical Leave Act

The City reserves the right to implement the Family and Medical Leave Act consistent with the law and to promulgate administrative policies and procedures.

Eligible employees are entitled to up to a total of twelve workweeks of leave during a twelve-month period. The twelve-month period is measured backward from the date an employee uses any FMLA leave. Thus, each time an employee takes FMLA leave, the remaining leave entitlement would be any balance of the twelve weeks not used during the immediately preceding twelve months. Employees on approved FMLA leave may be required to exhaust all accrued sick leave before being eligible for unpaid leave. Personal leave, vacation leave and compensatory leave will also be exhausted unless the employee notifies the City that they do not desire to substitute other leave time for paid leave within five (5) days of receiving FMLA notice. The sick leave, personal leave, vacation leave, and compensatory leave used will be counted as part of the 12 weeks of FMLA leave eligible to an employee.

All provisions herein shall be subject to and administered as provided within the Family and Medical Leave Act, 29 USC 2601 et seq.

ARTICLE XV - WAGES

Section 15.1. Base Wages

Employees covered by this Agreement shall be compensated beginning on the date of the execution of this Agreement in accordance with the wage schedule attached hereto and incorporated herein as Appendixes A, B, C, and D in the same computations as previously compensated but with the noted changes and increases to the appendices. The wage increase effective 5/1/22 shall be retroactively paid on all compensated hours.

Section 15.2. Master Police Officer, Detective, or Corporal Incentive

The City shall supplement the annual salary of each Police Officer who meets and maintains designated training, certification, and performance requirements by \$2,500 per year above the salary schedule and step to which the Police Officer/Detective/Corporal would otherwise be paid. This supplement shall not be added to the base for purposes of computing future increases, but shall be added to the employees' hourly rate of pay for computing overtime. This supplement shall begin to be paid after the ratification of this Agreement starting immediately once an employee satisfies the eligibility requirements.

The Chief of Police shall establish the training and certification requirements within the following guidelines. The requirements include:

- Firearms annual score minimum 90%
- Meet and maintain training standards established by the Chief of Police, which will consist of 300 hours of class work over and above minimum training requirements on a curriculum plan submitted by the officer and approved by the Police Chief.
- Pass an annual physical fitness test (see attached parameters). The Chief shall set the test location and date of the annual physical fitness test and shall post the proposed date no later than four (4) months before the actual test date.
- Maintain an average performance evaluation score of 72 or higher for the previous 12 months before the employee shall receive the Master Police Officer, Detective, or Corporal Incentive. This performance evaluation shall be determined by taking an average of the officer's preceding four (4) quarterly performance evaluations. Employees who meet all other requirements but whose evaluation scores fall below the average, and whose evaluations have been conducted by more than one supervisor may request a review of their scores with the Chief of Police.

The employee must maintain such average evaluation plus keep all training and certifications current in order to continue to receive the Master Police Officer, Detective, or Corporal Incentive. Failure to do so will result in the incentive to be discontinued in the next biweekly pay period unless and until the employee demonstrates evidence of having once again met the requirements to receive the differential (i.e. renewed a certification, or achieved the average evaluation score).

If an employee who has met and maintained master police/master detective requirements for at least five years, fails to pass the annual physical fitness test, he/she will be given the opportunity to test again within 6 months before losing the incentive due to the failure to meet the requirements. An employee who has 18 years of experience, and who has qualified for master police/master detective officer incentive for the last 10 years shall be exempted from having to further qualify for the incentive, but will continue to receive it for as long as he/she remains employed with the police department and the incentive is offered.

An employee who once qualified for the Master Police Officer, Detective, or Corporal Incentive who then is disqualified as a result of declining performance evaluations shall have the right to file a grievance over an evaluation that causes him to fall below an average rating of the minimum of 72, provided that any such grievance shall terminate with Step 2 (City Manager's decision) and shall not be subject to arbitration.

ANNUAL PHYSICAL FITNESS TEST PARAMETERS

TEST	MALE				FEMALE			
	20-29	30-39	40-49	50-59	20-29	30-39	40-49	50-59
Sit and Reach	16.0	15.0	13.8	12.8	18.8	17.8	16.8	16.3
1 Minute Sit-Up	37	34	28	23	31	24	19	13
Maximum Bench Press Ratio	.98	.87	.79	.70	.58	.52	.49	.43
* 1.5 Mile Run	13.46	14.31	15.24	16.21	16.21	16.52	17.53	18.44
* 440 Yd Distance Run (Time in Min./Sec)	1:20	1:28	1:41	2:01	1:35	1:45	2:01	2:01

* Employee chooses which run test.

The Chief of Police, in his sole discretion, shall have the ability to waive successful completion of the performance standards set forth above so long as the employee demonstrates a good faith effort at preparing for and completing the test. Such waivers shall be on a case-by-case basis and may take into consideration the unique physical limitations of each employee related to injuries, surgical interventions, or medical reasons. The granting or denial at any such waivers are not subject to the grievance and arbitration process.

Section 15.3. Field Training Officers

When a patrolman has been trained as and is working as a Field Training Officer, the Field Training Officer shall be paid a premium of \$1.50 per hour on those days when the Field Training Officer is directly training and supervising a recruit. The FTO pay shall be included in the base rate of pay.

Section 15.4. Educational Incentive

All non-probationary employees shall be paid educational incentive pay in addition to the annual salaries set forth in the attached Appendices. Incentive pay shall be paid only if the educational courses taken are reasonably related to law enforcement and have been approved by the City Manager and Chief of Police. Incentive pay shall be paid according to the following schedule:

<u>Credit Hours Earned for Incentive Pay</u>	<u>Additional Pay Earned by Qualification for Such Credit Hours</u>
10 credit hours	\$ 6.00 per month
20 credit hours	9.00 per month
30 credit hours	13.00 per month
40 credit hours	16.00 per month
50 credit hours	19.00 per month
Associate Degree	22.00 per month
Associate Degree, Police Science	30.00 per month
70 credit hours	34.00 per month
80 credit hours	40.00 per month
90 credit hours	46.00 per month
Baccalaureate Degree	52.00 per month
Baccalaureate Degree, Police Science	60.00 per month
Masters Degree, Police Science	75.00 per month

For purposes of the incentive pay plan, personnel who have completed 15 hours of classroom work in approved courses shall be entitled to one hour of credit under the incentive pay plan. Basic training required by the State of Illinois in the Police Department and required or approved on-shift or on-duty training shall not be eligible for credit under the incentive pay program.

Section 15.5. Working Out of Classification

Employees who are assigned to work in the capacity of Acting Sergeant shall be paid a premium of one dollar (\$1.00) per hour.

Section 15.6. Per Diem Reimbursements

The City shall reimburse employees who utilize their personal vehicles while on official business for the City at the current IRS rate. Employees are required to utilize City-owned vehicles when traveling except as authorized by the Police Chief or his designee. Employees who are required to stay overnight out of town on official business shall receive a daily meal allowance of fifty dollars (\$50.00) per day, unless meals are included in alternative lodging and/or training arrangements.

ARTICLE XVI - UNIFORM ALLOWANCE

Section 16.1. Uniform Allowance

The City shall maintain a quartermaster system of uniform replacement for patrol officers. The quartermaster system shall maintain prescribed items of uniform clothing and personal equipment.

The uniform allowance for detective officers and detective corporals shall be \$700.00 per year to maintain prescribed items of uniform clothing, plain clothes apparel, and personal equipment. This allowance shall be issued in May of each year this Agreement is in effect and shall be issued less applicable withholding. Newly appointed detectives shall be entitled to \$700.00 if more than six (6) months remain in the contract year, or \$350.00 if less than six (6) months remain in the contract year.

Union members who, as of May 1 of each year, are not actively performing bargaining unit work for the City, will not receive uniform allowance until their return to active duty. The amount of uniform allowance will be prorated based on the date the member returns to active duty and the remaining full months in the fiscal year. Upon termination, union members will reimburse the City for uniform allowance paid based on the time remaining in the fiscal year. The amount of uniform allowance will be prorated based on the remaining full months in the fiscal year.

Section 16.2. Uniform Maintenance & Care

(a) Employees shall be required to clean and maintain uniforms and plain clothes properly, and replace clothing and equipment when it becomes damaged or worn beyond repair. Employees shall wear patrol uniforms only in the course of their employment with the City (including special details) and for reasonable periods when going to and from work. Employees shall return all prescribed items of uniform clothing and equipment upon leaving City employment for any reason.

(b) The Employer agrees to repair or replace as necessary an officer's prescription eye glasses or sunglasses (up to \$300 maximum), contact lenses, and watches (replacement value of wristwatches up to a value of \$100.00) or other items of personal equipment, if such are damaged or broken in legitimate line-of-duty circumstances. Incident is to be documented with immediate supervisor.

ARTICLE XVII - INSURANCE

Section 17.1. Coverage

The City shall continue to make available to non-retired employees and their dependents substantially similar group health and hospitalization insurance and life insurance coverage and benefits as existed prior to the signing of this Agreement. The City reserves the right to change or offer alternative insurance carriers, health maintenance organizations, or benefit levels or to self-insure as it deems appropriate, so long as the new or alternative coverage and benefits are substantially similar to those which they are replacing.

Section 17.2. Cost

The City will continue to pay one hundred percent (100%) of the cost of full-time employees' individual group health and hospitalization insurance. The City will pay zero percent (0%) of the cost of family coverage above the cost of individual coverage, and the employee will pay one hundred percent (100%) of the cost of family coverage. The cost of an employee's portion of insurance premiums will be deducted from his or her paychecks.

The following health insurance deductible schedule shall take effect as of January 1, 2013:

Deductible in-network:	Indiv. \$1,000	Fam. \$2,000
Deductible out-of-network:	Indiv. \$2,000	Fam. \$4,000
Total Out-of-Pocket PPO:	Indiv. \$2,750	Fam. \$5,500
Total Out-of-Pocket Non-PPO:	Indiv. \$3,750	Fam. \$7,500

Section 17.3. Cost Containment

The City reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially similar. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, preferred provider provisions (provided such preferred provider options include a reasonable number of providers within Jefferson County), prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

The Union agrees to accept the changes to plan design and benefits previously made by the City and currently in effect as of May 10, 2005. Should the City make substantial changes to the plan, the Union shall have the right to demand bargaining over the impact of such changes, with any impasses in such bargaining submitted to Section 14 Interest Arbitration.

Section 17.4. Life Insurance

The City shall provide, at no cost to the employee, life insurance coverage in an amount of not less than Five Thousand Dollars (\$5,000.00).

Section 17.5. 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 City, nor shall such failure be considered a breach by the City of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the City, employee, or beneficiary of any employee.

Section 17.6. Health Insurance for Retirees

The City of Mt. Vernon shall allow employees who retire from the Police Department after 20 years of service and who are over the age of fifty (50) to continue their health insurance coverage at the retired employee's own expense until the retired employee reaches the age at which they become eligible for Medicare (currently age 62) or any similar replacement program. The City will pay zero percent (0%) of the cost of retired employee's individual and family coverage premiums. The insurance coverage shall be substantially similar to the group health and hospitalization insurance as non-retired employees.

ARTICLE XVIII - HEALTH AND SAFETY

Section 18.1. Compliance with Laws

The City agrees to comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement. Employees shall comply with all safety rules and regulations established by the City and failure to so comply may subject an employee to discipline up to and including discharge.

Section 18.2. Unsafe Conditions

No employee shall be required to use equipment which the City has found to be defective, unless and until the defect has been corrected. In the event an employee has justifiable reason to believe that his safety and health are in danger due to alleged unsafe equipment, he shall immediately inform his shift commander and follow the shift commander's direction relative to requesting repair, replacement, or continued operation of said equipment. If the shift commander and employee disagree as to whether the equipment in question should be used, they will mutually contact the Police Chief and explain the matter to him. The Police Chief will then decide what action, if any, should be taken.

Section 18.3. Safety Vests

A ballistic vest shall be issued to all employees, and replaced by the City at or prior to the expiration of the manufacturer's warranty accompanying said vest.

Section 18.4. Safety Program

The FOP recognizes and supports the City's safety program and agrees that an employee or employees may from time to time be asked to participate in this safety program. It is understood that the City retains the option to change, modify, or abandon this safety program at its discretion. To the extent that, in conjunction with said program, the City awards extra benefits, including personal days, to employees as an incentive for maintaining a safe work record, such awards will be within the City's rights.

ARTICLE XIX - GENERAL PROVISIONS

Section 19.1. Gender

Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall be deemed to refer to both the masculine and feminine.

Section 19.2. Ratification and Amendment

This Agreement shall become effective when ratified by the Labor Council and the City Council and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

Section 19.3. Fitness Examinations

If there is any question concerning an employee's fitness for duty, or fitness to return to duty following a layoff or leave of absence, the City may require, at its expense, that the employee have an examination by a qualified and licensed physician or other appropriate medical professional selected by the City. The City may also require any or all employees to take a complete physical exam as often as once a year, with one week's notice to the employee.

Section 19.4. Physical Fitness Requirements

In order to maintain and improve efficiency in the Police Department, to best protect the public and to reduce insurance costs and risks, the City may establish a reasonable physical fitness program, which shall include individualized goals. All employees may be required to participate in any such program. Employees who fail to make a good faith effort to achieve individualized goals shall be subject to progressive discipline up to and including discharge. Before any such program is implemented, the City shall notify the Labor Council thirty (30) calendar days prior to the effective date of the program.

Section 19.5. Drug and Alcohol Testing

The City may require a blood test, breathalyzer, urinalysis, or other drug/alcohol test of any employee whom the City reasonably suspects of using or being under the influence of a drug or alcohol in such a manner as to affect his/her work or performance in any manner. The City may at its discretion randomly test 25% of the union membership up to four (4) times per year. Selection for the union membership to be tested will be as follows: The names of the union membership shall be listed alphabetically and shall be numbered consecutively commencing with the number one (1). A number shall be placed in a container representing each number assigned to each union member. After the numbers are placed in the container, they shall be drawn one at a time from the container after they have been thoroughly shaken and mixed. The union member corresponding to the first number drawn shall be the first member tested. A union representative and the City Manager or his designee shall be present at the selection of union member to be tested.

Employees who are called in to work after hours have the right of refusal of overtime if they feel that they are incapacitated or impaired due to influence of drugs or alcohol. It is the employees' responsibility to notify their Department Head of their reason for refusing overtime. Employees would retain their position on the overtime call out list if they disclose the reason for refusal. If the employee reports to work under the influence of drugs or alcohol, the employee would be subject to drug testing as outlined in this section.

Union members who are injured on the job which involves medical treatment; has an incident which another person is injured which involves medical treatment; involved in an incident that results in damage estimated by their Department Head, at the accident scene, to be over \$500.00 to City vehicle or equipment; and/or to any damage to the general public's property shall immediately submit to drug and alcohol testing. The City shall comply with State of Illinois

Statute 50 ILCS 727 (Police and Community Relations Improvement Act) relating to testing for officer-involved shootings.

The City may also additionally randomly test an individual employee for twenty-four (24) months following a positive test result and/or for twenty-four (24) months following completion of an alcohol/substance abuse treatment program. The City also reserves the right to require a drug/alcohol test of all applicants seeking to be hired or transferred into the bargaining unit.

The City shall use only licensed clinical laboratories for such testing and shall be responsible for maintaining a proper chain of custody. The taking of urine samples shall not be witnessed unless there is reasonable suspicion to believe that the employee is tampering with the testing procedure. If the first test results in a positive finding, a confirmatory test (GC/MS or a scientifically accurate equivalent) shall be conducted at City expense. An initial positive test result shall not be submitted to the City unless the confirmatory test result is also positive as to the same sample. Upon request, the City shall provide an employee with a copy of any test results, without charge, which the City receives with respect to such employee.

A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for another confirmatory test (GC/MS or a scientifically accurate equivalent) to be conducted by a licensed clinical laboratory of the employee's choosing and at the employee's expense. Once the portion of the tested sample leaves the clinical laboratory selected by the City, the employee shall be responsible for maintaining the proper chain of custody for said portion of the tested sample.

Use, sale, purchase, delivery or possession of illegal drugs at any time and at any place (on or off the job) while employed by the City (except when authorized in the line of duty), abuse of prescribed drugs, failure to report to the Chief any known adverse side effects of medication or prescription drugs which the employee may be taking, consumption or possession of alcohol while on duty (except when authorized in the line of duty), or being under the influence of alcohol while on duty (which shall be defined as a blood alcohol level of .02% or more) shall be cause for discipline, including termination, subject to confirmation by the Mt. Vernon Board of Fire and Police Commissioners.

A one-time, voluntary request for assistance with drug and/or alcohol problems (i.e. where no test has previously been given pursuant to the foregoing provisions) shall be held strictly confidential, and any information received by the City as a result of such a request shall not be used in any manner adverse to the officer's interests, except reassignment for a reasonable time to restricted duties if he is deemed unfit for duty in his current assignment. This provision shall not preclude discipline for other conduct related or unrelated to any such alcohol or substance abuse. An employee voluntarily seeking assistance shall not be disciplined (except for failure to fulfill obligations under an employee assistance/treatment program), but may be subject to random testing during and for one year following successful completion of an employee assistance/treatment program. The City's obligations to pay for treatment for alcohol/substance abuse shall be limited to services provided by the City's medical insurance plan in which the employee is enrolled. An employee will be allowed to use all accrued sick leave, vacation, and

compensatory time off while attending a treatment program, and will be granted an unpaid leave of absence to complete such program after exhausting such paid time off.

The testing laboratory shall be certified to perform tests under the Mandatory Guidelines for Federal Workplace Testing programs in effect at that time (hereinafter "Guidelines"). Positive drug test cut-off levels shall be established by the Department of Mental Health and Human Services (HHS) and published in the guidelines entitled "Mandatory Guidelines for Federal Workplace Drug Testing Programs". Test levels are subject to change by HHS as advances in technology or considerations warrant identification of substances at other concentrations.

In-house breathalyzer and drug screens may be administered for the preliminary screening of post-accident tests. The Department Head or his designee will conduct the in-house tests. If the test results are positive for drugs or alcohol then the employee will go to a medical clinic or lab for certified post-accident testing. If the test results are negative for drugs or alcohol, no further tests will be administered unless there is reasonable suspicion for a certified test. No employment or discipline decision will be made solely on the in-house test (PBT - Portable Breath Tests and over-the-counter 12-to-14 panel drug tests). No further tests will be administered unless there is reasonable suspicion for a certified test.

Nothing in this Section shall be construed to prevent an employee from asserting, or the Mt. Vernon Board of Fire and Police Commissioners from considering, that there should be treatment in lieu of discipline in any disciplinary proceeding involving alcohol or drug use.

Section 19.6. Outside Employment

Employees shall not be employed by employers other than the City, nor shall they contract for or accept anything of value in return for services, nor shall they otherwise be self-employed for remuneration, without the written approval of the Police Chief. Employees wishing to hold outside jobs, including self-employment, shall apply in writing to the Police Chief for approval on a form provided by the City. Such application shall be approved or denied within ten (10) working days after submission. Written approval will not be unreasonably withheld where the officer establishes that the proposed employment will not (1) present a conflict of interest; (2) unduly infringe on the employee's ability to respond to a call-back or otherwise to do his job for the City; (3) involve the use of firearms (except where the secondary employer provides written indemnification to the City for any liability or claims that may arise from the officer's use of a firearm in his secondary employment and a suitable bond or other evidence of financial responsibility sufficient to support such indemnification); (4) conflict with the employee's work schedule for the Police Department; (5) violate Department rules and regulations; (6) increase the City's exposure to legal liability for the officer's off-duty activities; or (7) conflict with the mission, goals or objectives of the City. If outside employment, including self-employment, has previously been approved or permitted by the City, and if it later appears that such outside employment, including self-employment, is in violation of the standards as set forth above, prior approval for such outside employment may be revoked, provided that the employee involved shall receive at least fourteen (14) calendar days advance notice in writing of such revocation.

Section 19.7. No Smoking

All employees are strongly encouraged to quit smoking. Any employees who do not quit smoking may be required by City or department policy, as well as state law, to confine their smoking to a designated area(s).

Section 19.8. Termination Effect

Upon the termination of this Agreement, all benefits and obligations hereunder shall be terminated and shall not survive the Agreement, unless interest arbitration is invoked as provided under Section 14 of the Illinois Public Labor Relations Act, in which event the City will maintain the status quo as required by Section 14(l) of the Act. The parties may also extend the terms of this Agreement by written agreement.

Section 19.9. Personnel Files

Employees shall be given notice when a formal, written warning or other documentation of disciplinary action is to be or has been placed in their personnel file. A copy of the written warning or other disciplinary notice shall be delivered to the employee, and the employee shall acknowledge receipt by initialing and dating the original. Such rights do not affect any rights employees otherwise may have to review their personnel files.

The City will not use written material not in the personnel file as evidence in any disciplinary procedure; provided, such prohibition does not preclude testimonial evidence as to matters not in the personnel file, nor does it bar the use of written materials obtained or gathered in the course of ongoing investigations related to the instant disciplinary matter or written materials previously submitted on a confidential basis where the individual submitting the material decides to come forward. This prohibition shall not be construed to in any manner bar the use of any materials in non-departmental or criminal actions of any sort.

Section 19.10. Ammunition

The City will provide ammunition for in-service duty and required qualification shoots for assigned or required weapons.

Section 19.11. Light Duty

The City has the right to determine the availability of temporary light duty assignments and the right to assign employees who are unable due to injury or other temporary disability to perform the normal functions of their positions, but are deemed fit and qualified by the City to perform the assignment available. The City will make such assignments to employees on an equitable basis without regard to whether the injury or other temporary disability occurred while on or off duty. Such light duty assignments shall be limited to duties within realm of the Mt. Vernon Police Department, including dispatching.

Section 19.12. Retiree Firearms

Employees who retire with at least 20 years of service and over the age of 50 shall be entitled to keep their service firearm.

Section 19.13. Indemnification

Consistent with current provisions of state law, employees shall be indemnified for acts and omissions performed within the line of duty provided that the employee fully cooperates in the defense of any action. Such indemnification does not extend beyond, nor shall be any less than, that currently provided by state law.

Section 19.14. Residency

Residency within the limits of Jefferson County is required of all City employees.

Section 19.15. Chief's Merit Points

Points awarded by the Police Chief (up to five (5) points) for Corporal) shall be based on job-related merit criteria uniformly applied to all candidates. Points awarded by the Police Chief shall be based on a good faith assessment by the Police Chief of how the candidate for promotion is projected to fare on such a performance evaluation as if they had been awarded the sought after promotion. The points thus awarded shall be consistent with and proportional to the numerical scores for such a projected evaluation, applying the rating criteria of the projected evaluation instrument to the candidate's performance. Examples of such criteria that may be used by the Police Chief include but are not limited to leadership skills, teamwork, including that evidenced by participation in departmental, divisional and committee work, supervisory evaluations, decision-making, interpersonal skills, and disciplinary history. Upon request of the employee, the merit points awarded each candidate shall be provided.

ARTICLE XX - SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, is or shall at any time be contrary to or unauthorized by law, or modified or affected by the subsequent enactment of law, or held invalid and unenforceable by operation of law or by any board, agency or court of competent jurisdiction, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law and such provision shall be deemed modified to the extent necessary to conform to law; provided that in such event all other provisions of this Agreement shall continue in effect. Upon the issuance of a final decision (i.e., after the exhaustion of all appeals or lapse of time for filing such appeals by either the City or Labor Council) holding a provision of this Agreement invalid and unenforceable, such provision shall be subject to immediate renegotiation upon written request of either the City or the Labor Council served on the other party within fourteen (14) calendar days of such final decision.

If there is any conflict between the provisions of this Agreement and any legal obligations or affirmative action requirements imposed on the City by federal or state law, such legal obligations or affirmative action requirements thus imposed shall be controlling.

ARTICLE XXI - ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in 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 or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as otherwise specifically provided, the City and the Labor Council, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement as well as proposals that were made but withdrawn during negotiations leading to an overall agreement. It is expressly agreed that the City may unilaterally exercise any management rights consistent with Article IV, except to the extent that this Agreement expressly provides to the contrary and except as provided by Illinois law.

ARTICLE XXII - IMPASSE RESOLUTION

Upon the expiration of this Agreement, the remedies for the resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended (Ch.48, Section 1614, as it existed on January 1, 1990), with the following exceptions:

(1) The arbitrator shall be selected in accordance with the selection procedure set forth in Section 9.4(a) of this Agreement;

(2) Twenty-one (21) calendar days before the first day of the interest arbitration hearing, each party shall deliver to the arbitrator its final offer to be transmitted simultaneously to the opposing party; and

(3) The party requesting arbitration shall proceed with its case first at the interest arbitration hearing, followed by the other party. Once both parties have presented their cases in chief, both parties may present rebuttal evidence and/or witnesses.

ARTICLE XXIII - TERMINATION

This Agreement shall be effective as of the day after the contract is executed by both parties 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 ninety (90) days prior to the April 30 anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the April 30 anniversary date.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

Executed this 21st day of September, 2022

CITY OF MOUNT VERNON



ILLINOIS FRATERNAL ORDER OF
POLICE LABOR COUNCIL



APPENDIX A - PATROL OFFICER SALARY CHART

		4%	3%	3%	3%
	5/1/2021	5/1/2022	5/1/2023	5/1/2024	5/1/2025
START	46,246	48,096	49,539	51,025	52,556
STEP 1	53,763	55,914	57,591	59,319	61,098
STEP 2	53,898	56,054	57,736	59,468	61,252
STEP 3	54,383	56,558	58,255	60,003	61,803
STEP 4	54,875	57,070	58,782	60,546	62,362
STEP 5	55,370	57,585	59,312	61,092	62,924
STEP 6	55,872	58,107	59,850	61,646	63,495
STEP 7	56,379	58,634	60,393	62,205	64,071
STEP 8	56,887	59,162	60,937	62,765	64,648
STEP 9	57,398	59,694	61,485	63,329	65,229
STEP 10	57,919	60,236	62,043	63,904	65,821
STEP 11	58,107	60,431	62,244	64,112	66,035
STEP 12	58,635	60,980	62,810	64,694	66,635
STEP 13	59,175	61,542	63,388	65,290	67,249
STEP 14	59,713	62,102	63,965	65,884	67,860
STEP 15	60,263	62,674	64,554	66,490	68,485
STEP 16	60,815	63,248	65,145	67,099	69,112
STEP 17	61,377	63,832	65,747	67,719	69,751
STEP 18	61,942	64,420	66,352	68,343	70,393
STEP 19	62,558	65,060	67,012	69,022	71,093
STEP 20	63,173	65,700	67,671	69,701	71,792
STEP 21	63,800	66,352	68,343	70,393	72,505
STEP 22	64,433	67,010	69,021	71,091	73,224
STEP 23	65,067	67,670	69,700	71,791	73,944
STEP 24	65,710	68,338	70,389	72,500	74,675
STEP 25	66,018	68,659	70,718	72,840	75,025
STEP 26	66,330	68,983	71,053	73,184	75,380
STEP 27	66,993	69,673	71,763	73,916	76,133
STEP 28	67,665	70,372	72,483	74,657	76,897
STEP 29	68,344	71,078	73,210	75,406	77,669
STEP 30	69,025	71,786	73,940	76,158	78,443

APPENDIX B - PATROL OFFICER SALARY CHART

Downtown, Canine, Juvenile

		4%	3%	3%	3%
	5/1/2021	5/1/2022	5/1/2023	5/1/2024	5/1/2025
START	53,104	55,228	56,885	58,592	60,349
STEP 1	55,521	57,742	59,474	61,258	63,096
STEP 2	55,672	57,899	59,636	61,425	63,268
STEP 3	56,179	58,426	60,179	61,984	63,844
STEP 4	56,688	58,956	60,724	62,546	64,422
STEP 5	57,204	59,492	61,277	63,115	65,009
STEP 6	57,721	60,030	61,831	63,686	65,596
STEP 7	58,248	60,578	62,395	64,267	66,195
STEP 8	58,773	61,124	62,958	64,846	66,792
STEP 9	59,308	61,680	63,531	65,437	67,400
STEP 10	59,847	62,241	64,108	66,031	68,012
STEP 11	60,048	62,450	64,323	66,253	68,241
STEP 12	60,599	63,023	64,914	66,861	68,867
STEP 13	61,156	63,602	65,510	67,476	69,500
STEP 14	61,718	64,187	66,112	68,096	70,139
STEP 15	62,286	64,777	66,721	68,722	70,784
STEP 16	62,856	65,370	67,331	69,351	71,432
STEP 17	63,435	65,972	67,952	69,990	72,090
STEP 18	64,020	66,581	68,578	70,636	72,755
STEP 19	64,652	67,238	69,255	71,333	73,473
STEP 20	65,291	67,903	69,940	72,038	74,199
STEP 21	65,941	68,579	70,636	72,755	74,938
STEP 22	66,592	69,256	71,333	73,473	75,678
STEP 23	67,251	69,941	72,039	74,200	76,426
STEP 24	67,918	70,635	72,754	74,936	77,184
STEP 25	68,244	70,974	73,103	75,296	77,555
STEP 26	68,580	71,323	73,463	75,667	77,937
STEP 27	69,265	72,036	74,197	76,423	78,715
STEP 28	69,960	72,758	74,941	77,189	79,505
STEP 29	70,658	73,484	75,689	77,960	80,298
STEP 30	71,364	74,219	76,445	78,738	81,101

APPENDIX C - CORPORAL AND DETECTIVE OFFICERS SALARY CHART

\$1000 Over Downtown, Canine, Juvenile

	5/1/2021	5/1/2022	5/1/2023	5/1/2024	5/1/2025
START	53,604	56,228	57,885	59,592	61,349
STEP 1	56,021	58,742	60,474	62,258	64,096
STEP 2	56,172	58,899	60,636	62,425	64,268
STEP 3	56,679	59,426	61,179	62,984	64,844
STEP 4	57,188	59,956	61,724	63,546	65,422
STEP 5	57,704	60,492	62,277	64,115	66,009
STEP 6	58,221	61,030	62,831	64,686	66,596
STEP 7	58,748	61,578	63,395	65,267	67,195
STEP 8	59,273	62,124	63,958	65,846	67,792
STEP 9	59,808	62,680	64,531	66,437	68,400
STEP 10	60,347	63,241	65,108	67,031	69,012
STEP 11	60,548	63,450	65,323	67,253	69,241
STEP 12	61,099	64,023	65,914	67,861	69,867
STEP 13	61,656	64,602	66,510	68,476	70,500
STEP 14	62,218	65,187	67,112	69,096	71,139
STEP 15	62,786	65,777	67,721	69,722	71,784
STEP 16	63,356	66,370	68,331	70,351	72,432
STEP 17	63,935	66,972	68,952	70,990	73,090
STEP 18	64,520	67,581	69,578	71,636	73,755
STEP 19	65,152	68,238	70,255	72,333	74,473
STEP 20	65,791	68,903	70,940	73,038	75,199
STEP 21	66,441	69,579	71,636	73,755	75,938
STEP 22	67,092	70,256	72,333	74,473	76,678
STEP 23	67,751	70,941	73,039	75,200	77,426
STEP 24	68,418	71,635	73,754	75,936	78,184
STEP 25	68,744	71,974	74,103	76,296	78,555
STEP 26	69,080	72,323	74,463	76,667	78,937
STEP 27	69,765	73,036	75,197	77,423	79,715
STEP 28	70,460	73,758	75,941	78,189	80,505
STEP 29	71,158	74,484	76,689	78,960	81,298
STEP 30	71,864	75,219	77,445	79,738	82,101

APPENDIX D - DETECTIVE CORPORAL OFFICER SALARY CHART

\$2000 Over Downtown, Canine, Juvenile

	5/1/2021	5/1/2022	5/1/2023	5/1/2024	5/1/2025
START	54,104	57,228	58,885	60,592	62,349
STEP 1	56,521	59,742	61,474	63,258	65,096
STEP 2	56,672	59,899	61,636	63,425	65,268
STEP 3	57,179	60,426	62,179	63,984	65,844
STEP 4	57,688	60,956	62,724	64,546	66,422
STEP 5	58,204	61,492	63,277	65,115	67,009
STEP 6	58,721	62,030	63,831	65,686	67,596
STEP 7	59,248	62,578	64,395	66,267	68,195
STEP 8	59,773	63,124	64,958	66,846	68,792
STEP 9	60,308	63,680	65,531	67,437	69,400
STEP 10	60,847	64,241	66,108	68,031	70,012
STEP 11	61,048	64,450	66,323	68,253	70,241
STEP 12	61,599	65,023	66,914	68,861	70,867
STEP 13	62,156	65,602	67,510	69,476	71,500
STEP 14	62,718	66,187	68,112	70,096	72,139
STEP 15	63,286	66,777	68,721	70,722	72,784
STEP 16	63,856	67,370	69,331	71,351	73,432
STEP 17	64,435	67,972	69,952	71,990	74,090
STEP 18	65,020	68,581	70,578	72,636	74,755
STEP 19	65,652	69,238	71,255	73,333	75,473
STEP 20	66,291	69,903	71,940	74,038	76,199
STEP 21	66,941	70,579	72,636	74,755	76,938
STEP 22	67,592	71,256	73,333	75,473	77,678
STEP 23	68,251	71,941	74,039	76,200	78,426
STEP 24	68,918	72,635	74,754	76,936	79,184
STEP 25	69,244	72,974	75,103	77,296	79,555
STEP 26	69,580	73,323	75,463	77,667	79,937
STEP 27	70,265	74,036	76,197	78,423	80,715
STEP 28	70,960	74,758	76,941	79,189	81,505
STEP 29	71,658	75,484	77,689	79,960	82,298
STEP 30	72,364	76,219	78,445	80,738	83,101

APPENDIX E - FOP MEMBERS SENIORITY LIST

RANK	DIVISION	NAME	SENIORITY DATE	STEP IN 5/1/22 PAY SCALE
Corporal (Master)	Patrol	McDonald, Bruce	1/2/2001	25
Patrolman (Master)	Detective	Osborn, Justin	9/19/2008	14
Patrolman (Master)	Detective	Osborn, Jeremy	1/3/2011	12
Patrolman	Detective	Johnston, Jeremiah	4/7/2011	12
Corporal (Master)	Detective	Hails, Troy	8/18/2016	6
Patrolman (Master)	Detective	Kane, Robert	11/6/2017	5
Corporal-K9 (Master)	Patrol	Pendley, Travis	11/8/2017	5
Patrolman-K9 (Master)	Patrol	Kunick, Shylah	1/5/2018	5
Patrolman (Master)	Patrol	Kelley, Braden	1/6/2018	5
Corporal (Master)	Patrol	Crawford, Coltin	5/14/2018	4
Patrolman	Patrol	Rodriguez, Taylor	9/26/2018	4
Patrolman (Master)	Patrol	Maberry, Brandon	1/4/2019	4
Patrolman	Patrol	Volz, Cory	12/15/2019	3
Patrolman	Patrol	Robinson, Jacob	12/16/2019	3
Patrolman	Patrol	Morlan, Brylan	12/17/2019	3
Patrolman	Patrol	Finstad, Keith	3/4/2020	3
Patrolman	Patrol	Carlino, Christopher	11/15/2020	5
Patrolman	Patrol	Jines, Zachary	11/16/2020	2
Patrolman	Patrol	Norris, Tyler	8/20/2021	Start
Patrolman	Patrol	Fitzgerald, Zachary	8/21/2021	Start
Patrolman	Patrol	Paris, Remington	8/22/2021	Start
Patrolman	Patrol	Reed, Caleb	1/9/2022	Start
Patrolman	Patrol	Rush, Jailon	1/10/2022	Start
Patrolman	Patrol	Jackson, Devin	1/11/2022	Start
Patrolman	Patrol	Turk, Dillon	3/30/2022	3

DUES AUTHORIZATION FORM

**ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCK TOWER DRIVE
SPRINGFIELD, ILLINOIS 62704**

I, _____ (insert your name), understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

I, _____ (insert your name), hereby authorize my Employer, _____ (insert Employer name), 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 direct. (In addition, I authorize my Employer named hereinabove to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.)

Date: _____ Signed: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Personal E-mail: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction. Please check with your tax preparer regarding deductibility.



GRIEVANCE FORM

(use additional sheets where necessary)

Lodge No. / Year / Grievance No.

Date Filed: _____
Department: _____

Grievant's Name: _____
Last _____ First _____ M.I. _____

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

Article(s) and Sections(s) of Contract violated: _____

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP ONE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP TWO RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given Date

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP THREE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP FOUR RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given _____ Date _____

FOP Labor Council Representative _____





SICK LEAVE DONATION FORM

Name of Donor: _____

Department: Police Department (Sworn Officers, only)

Social Security Number: _____

Amount of Donation to be credited to Recipient: _____ (maximum of thirty-six (36) hours of sick leave per year to another bargaining unit member who has no sick leave time remaining and is in need)

Date of last donation: _____

I hereby certify that this donation is voluntary and given without expectation or promise for any purpose other than that authorized by the City of Mt. Vernon, Illinois.

Signature of Donor _____ **Date** _____

Recipient – Please have Medical Certification completed on page 2.

Name of Recipient: _____

Department: Police Department (Sworn Officers, only)

Social Security Number: _____

Date of last donation received: _____

I hereby certify that this receipt of sick leave is voluntary and given without expectation or promise for any purpose other than that authorized by the City of Mt. Vernon, Illinois.

Signature of Recipient _____ **Date** _____

This is to certify that the donor named above has a sufficient sick leave balance to donate the hours indicated under the provisions of City of Mt. Vernon, Illinois.

Signature of Director of Human Resources _____ **Date** _____

City of Mt. Vernon, Illinois
Medical Certification Form for Sick Leave Donations

To be completed by physician or other licensed health care provider.

Date: _____

Employee/patient's name: _____

Employee/patient's address: _____

The above-named employee/patient is currently under my care. The employee/patient cannot perform the essential functions of the employee/patient's position because of the employee/patient's serious health condition, which may include complications of pregnancy or childbirth, or recovery from childbirth.

The employee/patient's serious health condition began on: _____
(Please provide date)

I estimate that the patient will be able to return to work on: _____
(Please provide date)

Name of licensed health care provider: _____
(Please print)

Work phone: _____

Address: _____

Signature: _____

The Police Chief or his designee must forward the original signed form to the Human Resources Director.

Name of Donor: _____

Donor's current sick leave balance: _____ - _____ donation = _____ Donor's New Sick Leave Balance as of this date _____.

Name of Recipient: _____

Recipient's current sick leave balance: _____ - _____ donation = _____ Recipient's New Sick Leave Balance as of this date _____.