

ILLINOIS FOP LABOR COUNCIL

and

UNITED CITY OF YORKVILLE

Sergeants



May 01, 2023 through April 30, 2027
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AGREEMENT between the UNITED CITY OF YORKVILLE, ILLINOIS (hereinafter called the "City") and ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL/YORKVILLE SERGEANT UNIT (hereinafter called the "Council").

ARTICLE 1 RECOGNITION

The City recognizes the Council as the sole and exclusive collective bargaining representative for the purpose of establishing wages, hours of work and other conditions of employment for all full-time sworn officers employed by the City of Yorkville Police Department in the rank of Sergeant but excluding all other employees employed by the City of Yorkville.

ARTICLE 2 COUNCIL SECURITY

Section 2.1 Dues Check Off

The City will deduct from the first paycheck each month the uniform, regular monthly Council dues for each employee in the bargaining unit who has filed with the City a voluntary due's check off authorization. The form of check off shall be as set forth in Appendix A attached hereto. If a conflict exists between the check off form and this Article, the terms of this Article control. Dues shall be remitted to the Council by the 15th day of the month following deduction.

Section 2.2 Council Indemnification

The Council shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made, the Council shall refund directly to the employee any such amount.

ARTICLE 3 GRIEVANCE PROCEDURE

Section 3.1 Definition

A "grievance" is defined as a difference of opinion raised by an employee or the Council against the City involving the interpretation or application of, or compliance with, the provisions of this Agreement, except disciplinary suspensions and terminations, at the election of the covered member, can be appealed through the Labor Agreement's Grievance Procedure or the City Board of Fire and Police Commission, but not both. The parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement, and the foregoing provisions with respect to the appeal and review of disciplinary action or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be the Rules and Regulations of the City's Board of Fire and Police Commissioners.

Section 3.2 Grievance Procedure

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within fifteen (15) calendar days of the occurrence of the event giving rise to the grievance, or within fifteen (15) days after the Council or employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event first giving rise to the grievance. A grievance shall be processed as follows:

STEP 1: Verbal to immediate Supervisor. By discussion between the employee, accompanied by one

Council Officer if the employee so desires, and his immediate supervisor. The immediate supervisor shall answer verbally within seven (7) calendar days of this discussion.

STEP 2: Appeal to Chief. If the grievance is not settled in Step 1, the Council may, within seven (7) calendar days following receipt of the immediate supervisor's answer, or when an answer was due, file a written grievance with the Chief of Police signed by the employee and one Council Officer setting forth the nature of the grievance and the contract provision(s) involved. The grievant and a Council representative and the Chief will discuss the grievance at a mutually agreeable time. If no agreement is reached in such discussion, the Chief will give his answer in writing within seven (7) calendar days of the discussion.

Section 3.3 Arbitration

If the grievance is not settled in Step 2 and the Council wishes to appeal the grievance, the Council may refer the grievance to arbitration within thirty (30) calendar days of receipt of the Chiefs written answer.

(a) The parties shall attempt to agree upon an arbitrator after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. The parties shall alternately strike names from the panel and the person remaining shall be the arbitrator.

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

(c) The arbitrator shall submit his 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.

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

(e) The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. Any decision or award of the arbitrator shall be final and binding upon the City, the Council and the employees covered by this Agreement.

ARTICLE 4 MANAGEMENT RIGHTS

The City retains all traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including, but not limited to the following: to plan, direct, control and determine all the operations and services of the City; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; to establish, implement and maintain an

effective internal control program; to determine the overall budget; and to carry out the mission of the City provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE 5 NO STRIKE-NO LOCKOUT

No employees covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of services. The Council agrees that neither it nor any of its members or agents will call, institute, authorize, participate in, sanction, or ratify any strike, work stoppage, slowdown, or withholding of services, during the term of this Agreement. The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Council, or for any cause whatsoever, it being the intent of the parties that the employees not strike or "slowdown" and that the City not lock out any employees.

ARTICLE 6 WAGES

Section 6.1 Wages Rates

During the term of this Agreement, employees shall be paid at the wage rates set forth in Appendix "B", provided that the first-year increase shall be retroactive on all paid hours to May 1, 2023, for all individuals covered by this agreement and on the payroll as of the date that this Agreement is executed by authorized representatives of both parties.

Section 6.2 Longevity Pay

As part of their regular compensation and in addition to the wage rates set forth in Appendix "B", employees shall receive an annual longevity pay stipend as follows:

Effective May 1, 2023

<u>Years of Service</u>	<u>Longevity Pay</u>
After 6 years but less than 9 years	\$750
After 9 years but less than 14 years	\$1000
After 14 years but less than 20 years	\$2,250
After 20 years	\$2,750

Effective May 1, 2024 and continuing forward

<u>Years of Service</u>	<u>Longevity Pay</u>
After 6 years but less than 9 years	\$750
After 9 years but less than 14 years	\$1,000
After 14 years but less than 20 years	\$3,000
After 20 years	\$3,500

Section 6.3 Detective Sergeant Stipend

In the event the Police Chief, or authorized designee, notifies a bargaining unit employee in writing that they are designated to serve in the specialty position of "Detective Sergeant", the employee will receive a specialty bonus/stipend in the annualized amount of \$2,600. Affected employees will earn and receive this payment equal to 1/26th of the annualized amount for each completed pay period worked in that capacity.

ARTICLE 7 HOURS OF WORK AND OVERTIME

Section 7.1 Application of Article

This Article shall define the workweek and serve as a basis for calculating overtime payments. Nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

Section 7.2 Normal Workdays, Workweek

The shifts, workdays and hours to which employees are assigned shall be stated on an Annual Departmental work schedule. The normal workday shall begin with a ten (10) minute roll call prior to the beginning of the work shift and shall include a paid forty-five (45) minute off-duty lunch break for each twelve (12) hours worked. Should it be necessary in the interest of efficient operations to alter shift starting or ending times or establish a different workday or workweek, the City will provide notice of such change to the individuals affected.

Section 7.3 Overtime Pay

When police officers are ordered to report for work which is in addition to the employee's normal work schedule, the employee shall be paid time and one-half the employee's regular straight-time rate for all such hours of overtime. For the purpose of calculating overtime, all compensated hours shall be considered as hours worked. The hourly rate for overtime purposes shall be determined by dividing the annual salary by 2,080. Overtime shall be computed to the nearest one-quarter hour.

Section 7.4 Overtime Allocation

The Department will establish an overtime list based on seniority (most senior to least senior). The list will include all non-probationary employees who wish to be added to the list. The Supervisor in charge of filling the overtime shift (partial or full), will make the appropriate phone calls based on this list. The first phone call will be made to the most senior employee on the list and if that employee either does not respond or declines, the second person will be called and continue down the list until the shift is filled. If no full-time employees accept the shift, only then can the shift be opened to either Supervisors or part-time employees.

Section 7.5 Break Periods

Employees shall receive a paid thirty (30) minute off-duty lunch period for each eight (8) hours worked and a fifteen (15) minute break during the first half of the shift and a fifteen (15) minute break during the second half of the shift. Breaks will be scheduled by the Department so as not to interfere with Department work. If an employee is called to duty while on a lunch break, then such employee shall be entitled to his thirty (30) minute lunch period for each eight (8) hours worked off-duty lunch break later on during his shift. If the workload does not allow an officer to take a lunch break before the end of his shift, then he shall be paid for overtime for his thirty (30) minutes for each 8 hours worked off-duty lunch break. Such lunch breaks shall not be unreasonably denied.

Section 7.6 Compensatory Time

Employees who are entitled to time and one-half overtime pay under this Agreement may elect compensatory time at time and one-half, in lieu of pay, to a maximum of two hundred forty (240) hours' compensatory time by giving advance notice to the Police Department. An employee with accrued compensatory time may make advance request for time off and time off will be approved by the Police Department based upon Departmental needs. At termination, all accumulated compensatory

time must be paid in full in cash.

Section 7.7 Call-Back Pay

An employee covered by this Agreement who is called back to work after having left work shall receive a minimum of two (2) hours work at time and one-half rates. A call back is defined as an assignment of work which does not immediately precede or follow an employee's regularly scheduled work hours.

Section 7.8 Off-Duty Court Time

When an employee is required to spend off-duty time in court on behalf of the City (including subpoena for deposition or work-related testimony), the employee will receive time and one-half for all hours worked, with a minimum pay guarantee of three (3) hours pay at time and one-half.

Section 7.9 Switching Days Off

Employees may request the switching days off by written notice to the Chief and the Chief will approve these requests based upon Departmental needs.

Section 7.10 Training

When the Police Department schedules an employee in writing for mandatory off-duty training, including training schools, the employee shall be paid time and one-half for all hours in excess of eighty (80) hour pay period.

Section 7.11 Work Cycle

The parties recognize that the work cycle adopted by the City for purposes of Section 7K of the FLSA is 28 days.

ARTICLE 8 VACATIONS

Section 8.1 Paid Vacations

Employees who attain the years of continuous service with the Police Department as indicated in the following table shall receive vacation with pay as follows:

Years of Service Completed	Vacation Time Credited
6 months	40 hours
1 year	40 hours
2,3,4	80 hours per year
5,6,7,8,9	120 hours per year
10,11,12,13,14	160 hours per year
15+	200 hours per year

Employees earning eighty (80) or more hours vacation may take up to forty (40) hours vacation as pay, once per year subject to the approval of the Department Head, which will not be unreasonably denied.

Section 8.2 Vacation Pay

Vacation pay shall be calculated on the basis of the employee's regular straight-time rate at the time

the vacation is taken.

Section 8.3 Vacation Scheduling

Vacations shall be scheduled on a year-round basis. The Police Chief shall schedule vacations and determine the maximum number of employees who may be on vacation at any one time, taking into account the needs of the Police Department, employee advance requests, and employee seniority (if the vacation is requested by the employee by February 28). Vacations are normally taken in one-week increments, except that the Police Chief may approve taking of one week of vacation in single day increments.

Section 8.4 Vacation Carryover

An employee is permitted to carryover a maximum of 80 (eighty) hours of vacation time from one year to the next year.

Section 8.5 Termination of Employment

An employee who terminates after one full year of service shall receive pro-rated vacation pay on the basis of 1/12th for each full month worked past the employee's anniversary date.

ARTICLE 9 HOLIDAYS

Section 9.1 Holidays

The following holidays are observed under this Agreement:

- | | |
|------------------|----------------------------|
| New Years' Day | Veterans' Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Day After Thanksgiving Day |
| Independence Day | Christmas Eve Day |
| Labor Day | Christmas Day |
| Presidents' Day | Martin Luther King Day |

Section 9.2 Holiday Pay

Employees shall work all holidays which fall within the regular schedule unless the employee has been granted approved time off. An employee shall receive eight (8) hours' straight time pay for each observed holiday if the employee does not work the holiday. An employee that starts a shift on and works during the calendar days of New Year' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day shall receive the eight (8) hours straight time pay, and any hours worked during that calendar day will be paid at an 2X times pay rate. An employee that works during the calendar days of Good Friday, Presidents' Day, Veterans' Day, Day after Thanksgiving Day, Christmas Eve Day, and Martin Luther King Day shall receive the eight (8) hours straight pay, and any hours worked will be paid at a regular rate.

Section 9.3 Floating Holidays

In addition to the twelve (12) holidays listed above, all employees will receive two (2) floating holidays. Police Sergeants shall not receive additional compensation for the floating holidays. Such floating holidays shall be taken as a day off upon the approval of the Chief of Police.

ARTICLE 10 SICK LEAVE

Section 10.1 Purpose Allowance and Accumulation

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. Sick leave as contained herein may be taken by an employee, and immediate family defined below who is unable to work by reason of a non-duty related illness, injury, medical appointment, or disability. Employees shall accrue eight (8) sick leave hours per month to a maximum accrual of nine hundred sixty (960) hours. Immediate family is defined for this Article as: spouse, child (including step or adopted), grandchildren, mother, mother/father-in-law, father, sister or brother (including half or step), sister/brother-in-law, grandparents, grandchild, stepparent, domestic partner, parent, spouse's grandparent, daughter/son-in-law, stepparents or members of the Officer's immediate household.

Section 10.2 Medical Examination

The City may, at its discretion, require an employee to submit a medical verification of illness or other conclusive evidence of illness, and such verification normally will be required for illnesses requiring the use of more than three (3) consecutive shifts of sick leave. A medical verification is acceptable only if completed by a physician, physician's assistant, or nurse practitioner.

Section 10.3 Sick Leave Utilization

Sick leave may be utilized only for the purposes specified in Section 10.1. Employees utilizing paid sick leave hours shall be compensated for them according to their normal rate of pay. Employees will use accrued sick leave in reverse accrual order. Thus, when an employee uses a sick leave hour, the last sick leave hour earned is removed from his accumulated sick leave. Abuse of sick leave shall be considered grounds for disciplinary action. Absent employees who have exhausted their accumulated sick leave shall not be compensated for further absences unless approved by the City Council.

10.3a Sick Leave Donation Policy

In recognition of the financial hardship that an extended, catastrophic illness can cause employees, the City is willing to facilitate the voluntary donation of sick leave among employees. If an employee voluntarily requests that the City transfer a portion of that employee's accrued sick time to an employee with a catastrophic illness, the City will facilitate that transfer. Such a request may be submitted in writing to the Human Resources Manager. The name of the donor will be kept anonymous. An employee seeking to donate sick leave will be required to retain 30 days of sick leave time but is not otherwise limited in the amount of sick leave time the employee can donate. An employee who receives donations of sick time from other employees will only be allowed to use that sick time when the employee has otherwise exhausted all accrued time off.

Prior to approving the use of donated sick time and consistent with the City's sick leave policy, the City may require that the employee who receives donated sick time submit medical documentation supporting the continued use of sick time.

Section 10.4 Unused Sick Leave

(a) On May 15 of each year, an employee who has used less than the sick leave he has accumulated in the

immediately preceding fiscal year (May 1 through April 30) will be asked if he wishes to sell back the accrued sick leave earned in that fiscal year at a rate equivalent to fifty (50%) percent of his regular rate of pay for each sick leave hour sold back. Sick leave hours accumulated in previous fiscal years are not eligible to be sold back. The number of sick leave hours for which an employee elects cash compensation shall be deducted from such employee's accumulated sick leave. Employees electing to sell back their sick leave will be paid for them by June 15.

(b) An employee who retires and who elects normal retirement at age fifty (50) or older shall be paid for unused sick leave at the rate of fifty percent (50%) of his regular daily rate of pay in effect on his last day of active work for the City for all accrued and unused sick leave accumulated.

For example, an employee retiring with ninety-six (96) hours of accumulated but unused sick leave hours will be paid the equivalent of forty-eight (48) hours of pay at the employee's regular daily rate of pay.

ARTICLE 11 OTHER LEAVES OF ABSENCE

Section 11.1 Unpaid Discretionary Leaves

The Police Chief and the City Administrator, jointly, may grant an unpaid leave of absence to any bargaining unit employee where they determine there is good and sufficient reason. The City shall set the duration, terms, and conditions of such leaves in writing.

Section 11.2 Emergency Time Off

Time away from work due to emergencies will be granted at the discretion of the Chief of Police. If granted, the Chief of Police shall set the duration, terms, and conditions of such leave, including whether it is to be paid or whether it must be made up.

Section 11.3 Bereavement Pay

In the event of death of an immediate family member (mother, father, step parent, brother, sister, child, step-child, spouse, mother-in-law, father-in-law, grand-parents, grand-parents in-law, step grandparent, civil union partner or in special cases as approved by the Chief of Police), an employee will be granted up to three (3) days' time off with pay, providing the employee attends the funeral/memorial service. Additional time needed by the employee will be deducted from accumulated sick leave, compensatory time, or vacation time, at the employee's discretion. These days are separate from floating holidays and sick hours. When death occurs in the extended family of any employee, said employee shall be granted one (1) day off without loss of pay, sick leave, compensatory time, or vacation time, at the employee's discretion. For purposes of this article, "extended family" shall include the employee's niece, nephew, brother-in-law, sister-in-law, aunt, uncle, or those who have achieved familial status by living in the household.

Section 11.4 Family & Medical Leave Act of 1993

The parties agree that the Employer may adopt policies to implement the Family and Medical Leave Act of 1993, as it may be amended from time to time ("FMLA"), that are in accord with what is legally permissible under the Act.

ARTICLE 12 OTHER BENEFITS

Section 12.1 Uniform

The City will provide uniforms to employees, and replacement uniforms as authorized by the Chief of Police. The specific uniforms will be as approved by the City and the specifics of uniform content will be set forth in Departmental policy.

Section 12.2 Drug and Alcohol Testing

The City may require employees to submit to a urinalysis test and/or other appropriate test if the City determines there is reasonable suspicion that the employee has been using alcohol and/or drugs as defined in paragraph (c) hereof. Any such tests shall be at a time and place designated by the City and shall be at the City's expense. If an employee is directed to take such a test based on reasonable suspicion, the City shall provide the employee, upon request, with a written statement of the basis for the City's reasonable suspicion within 48 hours of the request. There shall be no random testing.

(a) The City shall use only licensed clinical laboratories for such testing and shall be responsible City shall use only licensed clinical laboratories that is licensed and is accredited by the Substance Abuse Management Safety & Health Administration (SAMSHA) 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. For alcohol, the test shall be deemed positive if it is .04 or above. 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. If the City, contrary to the foregoing, receives the results of a positive first test which is not confirmed as provided above, such information shall be destroyed if received in writing. Upon request, the City shall provide an employee with a copy of any test results which the City receives with respect to such employee.

(b) 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 is delivered to the clinical laboratory selected by the employee, the employee shall be responsible for maintaining the proper chain of custody for said portion of the tested sample.

(c) Use of prescribed drugs at any time while employed by the City, abuse of prescribed drugs, as well as being under the influence of alcohol or the consumption of alcohol while on duty, shall be cause for discipline, including termination.

(d) The City will not take adverse employment action against an employee solely because that employee voluntarily requests treatment or counseling for an alcohol problem, unless such request follows the testing of an employee or the City otherwise determines that the employee is unfit for duty.

(e) Officers shall be required to submit to a drug and alcohol test whenever an Officer discharges their firearm causing injury or death to a person or persons during the performance of their official duties or in the line of duty, the Officer shall submit to the test as directed as soon as practical but no later than the end of the shift.

(f) Officers are prohibited from consuming, using, possessing, selling, or distributing cannabis and/or any cannabis infused products during on or off duty time. In the event of a suspected violation of this provision, the above testing procedures will govern.

Section 12.3 On-the-Job Injury

Employees shall receive workmen's compensation for on-the-job injury following the State of Illinois Workman's Compensation Act.

Section 12.4 Peace Officer's Disciplinary Act

Nothing in this Agreement shall abridge an employee's rights under the Illinois Uniform Peace Officer's Disciplinary Act, which Act is incorporated by reference as if fully set forth herein.

Section 12.5 Health Maintenance Physical

Employees will be given a health maintenance physical not more frequently than every two (2) years. The costs for the medical examination shall be paid by the City. The results of the physical shall remain confidential between the employee and the physician, except that the physician will give the Chief of Police a statement on fitness for duty.

Section 12.6 On Call Detective Sergeant

Detective Sergeants assigned to on-call duty shall receive four (4) additional floating holidays each January 1 calendar year and such additional On-Call floating holidays must be used during the calendar year and cannot be accumulated if not taken. As is the case with regular floating holidays (addressed in Section 9.3), additional floating holidays must be used during the calendar year and cannot be accumulated if not taken.

Section 12.7 Educational Assistance Program

All requests by an employee for the enrollment to a college degree program or college coursework, which must be job related, must be submitted by the Department Head to the City Administrator for approval. The City recognizes four (4) levels of degree programs, described as follows: (i) high school; (ii) 64 credit hours of college course work; (iii) Bachelor's Degree; and (iv) Master's Degree. All courses related to the program shall be eligible for payment subject to budget approval. This provision shall be subject to change and does not entitle any employee the exclusive right to receive approval and/or be eligible for payment. Furthermore, the employee shall provide a grade or transcript to the Department Head upon the completion of each course. Any revision or change requested by the employee to the approved program must be submitted to the Department Head for approval prior to the revision or change. Upon approval under Section "a", the City shall pay tuition and fees only for college coursework (not travel or wages), unless otherwise approved by the Mayor and City Council. The City may pay all expenses of an elective course. An elective course is one that may benefit the City by added knowledge but is not directly related to City operations. The tuition and fees only (no books or materials) of an elective or required course will be paid through direct billing from the appropriate school or paid as a reimbursement to the employee pending the completion of a consent form for repayment and pending receipt of the grade transcript. The employee will sign the payroll deduction form prior to the enrollment of the course stipulating to the following provisions will apply: if a grade of a B-average or better is attained upon the completion of the course the class will be considered complete and paid for by the City. If less than a B-average is attained, the employee will be required to pay back 100% of the tuition and fees to the City through a payroll deduction as stipulated within the payroll deduction sign off form or direct payment to the City. Tuition rates will be

paid for at an amount not to exceed the current per-hour rate charged at the University of Illinois Urbana-Champaign as is designated at the time of class approval. If an employee voluntarily leaves the City within two years of completing a course reimbursed under this policy, a percentage amount of reimbursed expenses must be repaid to the City according to the following schedule:

- a. 00-06 months of completion of course – 100%
- b. 07-12 months of completion of course – 75%
- c. 13-18 months of completion of course – 50%
- d. 19-24 months of completion of course – 25%

ARTICLE 13 INSURANCE

Section 13.1 Medical Insurance

The City retains the right to change insurance carriers, benefit levels, or to self-insure as it deems appropriate. Effective May 1, 2023, and continuing through April 30, 2027, the employee shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: ten and one-half percent (10.5%) for the premium for single, single plus spouse, or single plus children under the HMO insurance policy or ten and one-half percent (10.5%) of the premium for family coverage under HMO insurance policy or plan offered by the City. The employee shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: twelve and one-half percent (12.5%) of the premium for single, single plus spouse, or single plus children under the PPO insurance policy or twelve and one-half percent (12.5%) for family coverage under the PPO insurance policy or plan offered by the City, depending on the employee's coverage election. To secure the 10.5% HMO and 12.5% PPO insurance rates, employees must obtain an annual physical and provide the City with proof of receiving the physical. Employees who do not receive an annual physical and submit the proof of the physical prior to March 31st of each calendar year, shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following, beginning on May 1st of each calendar year: twelve percent (12%) for the premium for all HMO plans, and seventeen percent (17%) for all PPO plans. Additionally, the City agrees that the actual dollar amount of the monthly employee contribution may not exceed a ten percent (10%) increase from one fiscal year to the next. The City also shall implement a pro-rata ten percent (10%) cap on Employer-observed plan design increases, to be calculated by assuming the agreed upon higher employee contributions had existed in the year prior. This cap on the year-to-year employee contributions is understood to be floating and the base amount will be reset each year based on the actual cost of health insurance premiums and HRA plans.

Section 13.2 Life, Dental and Vision Coverage

The City shall continue in effect the current term life (\$50,000 for an eligible employee; \$10,000 for spouse; \$2,500 for child aged 6 months to 19 years; \$1,500 for infant from birth to 6 months), dental and vision coverage, subject to the terms and conditions of the applicable policy or plan provided by the City. Increases in the benefits of these plans for non-bargaining unit non-supervisory employees shall be offered to the bargaining unit employees on the same terms and conditions as they are offered to non-bargaining unit non-supervisory employees.

Section 13.3 Opt-Out Incentive

Employees who are able to enroll in an alternate medical health insurance plan (through a spouse, for example) are eligible to receive a monthly stipend of (\$100 for single employees and \$150 for families) from the City for choosing to opt-out of the City's health insurance plan. Proof of enrollment in a non-City insurance plan is required to receive compensation. A registration form is available over in Human Resources.

ARTICLE 14 SENIORITY--LAYOFF AND RECALL

Section 14.1 Definition of Seniority

Seniority shall be based on the promotion date of time from the last date of beginning continuous full-time employment as a sworn Sergeant in the Police Department of the United City of Yorkville. Conflicts of seniority shall be determined on the basis of the order of the Sergeants on the Board of Fire and Police Commissioners promotion list, with the Sergeant higher on the list being the more senior.

Section 14.2 Seniority List

On or before May 1st of each year, the City will post a seniority list setting forth each employee's seniority date and provide a copy of such list to a Council representative and the department head. 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 thirty (30) calendar days after the list is posted.

Section 14.3 Layoff

The City, in its discretion; 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 seniority as provided in Illinois Statute (65 ILCS 5/10-2.1-18). Except in an emergency, no layoff will occur without at least ninety (90) calendar days notification to the Council.

Section 14.4 Recall

Employees who are laid off shall be placed on a recall list for a period of three (3) years. Employees with recall rights shall be recalled before the hiring of new full-time police officers. If there is a recall, employees who are on the recall list shall be recalled, in the inverse order of their layoff. Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Council, provided that the employee must notify the Police Chief or his designee of his intention to return to work is within three (3) 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 the 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, unless the employee can demonstrate to the City that his inability to respond was due to unforeseen circumstances beyond his control, in which case the employee may be eligible for the next recall that may occur during the three- y e a r period following his layoff

Section 14.5 Termination of Seniority

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

the Labor Agreement's Grievance Procedure or the City Board of Fire and Police Commission, but not both.

ARTICLE 16 ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term, except as expressly stated to the contrary herein. The City and the 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, including the impact of the City's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment, except as expressly stated to the contrary herein. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Before making any changes in working conditions not contained in this Agreement which are mandatory topics of bargaining, the City shall notify the Council of its intention of the proposed change. Upon such notification, and if requested by the Council, the City shall meet with the Council and negotiate such change and its impact before it is finally implemented. Any change made without such notice shall be considered temporary pending the completion of such negotiations. If the Council becomes aware of such a change and has not received notification, the Council must notify the City as soon as possible and request negotiations if such negotiations are desired. The failure of the Council to request negotiations shall act as a waiver of the right to such negotiations by the Council.

ARTICLE 17 TERMINATION

This Agreement shall be effective upon execution May 1, 2023 and shall remain in full force and effect until April 30, 2027. It shall automatically be renewed from year to year thereafter unless one party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall remain in effect after the expiration date while negotiations or resolution of impasse procedures for a new agreement are continuing. Executed this 26th day of January, 2023.

FOR: THE UNITED CITY OF YORKVILLE

FOR: ILLINOIS FRATERNAL ORDER OF POLICE, LABOR COUNCIL

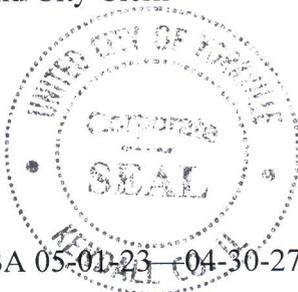
[Signature] 01-26-23
John Purcell/Mayor Date

[Signature] 01-18-2023
Samuel Stroup/Unit Steward Date

[Signature] 01-26-23
Jori Behland/City Clerk Date

[Signature] 1-11-23
John Hunter/Unit Steward Date

City Seal:



[Signature] 01-09-23
Kevin S. Krug/IL FOP Labor Council Date

- (a) quits.
- (b) is discharged for just cause (probationary employees without cause).
- (c) retires or is retired.
- (d) falsifies the reason for a leave of absence or is found to be working during a leave of absence without the advance written approval of the Police Chief.
- (e) fails to report to work at the conclusion of an authorized leave of absence or vacation unless the employee can demonstrate to the City that his failure to report was due to unforeseen circumstances beyond the employee's control.
- (f) is laid off for a period in excess of three (3) years.
- (g) does not perform work for the City for a period in excess of twelve (12) months, provided, however, this provision shall not be applicable to approved absences due to military service, established work related injury or illness compensable under workers' compensation law, or to employees receiving a duty related disability pension; or
- (h) is absent for two (2) consecutive working days without notifying the City unless the employee can demonstrate to the City that his failure to notify the City was due to unforeseen circumstances beyond the employee's control.

Nothing in this Section is intended to interfere with the statutory jurisdiction and authority of the Yorkville Board Fire and Police Commissioners, except disciplinary suspensions and terminations, at the election of the covered member, can be appealed through the Labor Agreement's Grievance Procedure or the City Board of Fire and Police Commission, but not both.

Section 14.6 Effects of Layoff

During the term of this Agreement, if the City exercises its discretion to layoff an employee, then the employee shall be afforded an opportunity to maintain the medical insurance in effect at the time he is laid off by paying, in advance, the full applicable monthly premium for his or her individual insurance coverage. If an employee opts to maintain his or her medical insurance under this section, then such employee shall be permitted to continue the insurance coverage for a period of up to eighteen (18) months from the date of layoff, or such greater period as may be required by law. Employee rights and benefits under this section are subject to the terms and conditions of the applicable insurance policy or plan. An employee who is laid off will be paid for earned, but unused, vacation time, and any other benefit time payout required by the terms this Agreement.

ARTICLE 15 AUTHORITY OF THE POLICE AND FIRE COMMISSION

The parties recognize that the City Board of Fire and Police Commissioners has certain statutory authority over employees covered by this Agreement, including but limited to 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 of the United City of Yorkville, except disciplinary suspensions and terminations, at the election of the covered member, can be appealed through

APPENDIX A DUES AUTHORIZATION FORM

Dues Authorization Form for Payroll Deduction
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
974 CLOCK TOWER DRIVE, SPRINGFIELD, ILLINOIS 62704

I, _____, 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, _____, hereby authorize my Employer, the United City of Yorkville, 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 to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment as the exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.

Date: _____ Signed: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

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.

APPENDIX B ANNUAL SALARY

As of May 1, 2023, the top step of the patrol officer salary range is \$91,994.13 per year (Bachelor’s Degree, after 5 years on the job). Effective May 1, 2023, the Sergeants shall be compensated at a rate of 17% higher than that top patrol officer salary.

	1-May-22	1-May-23	1-May-24	1-May-25	1-May-26
		3%	3%	3%	3%
Officer, Bachelors, After 5 years	\$89,314.69	\$91,994.13	\$94,753.95	\$97,596.57	\$100,524.47
Multiplier	17%	17%	17%	17%	17%
Sergeant	\$104,498.19	\$107,633.13	\$110,862.13	\$114,187.99	\$117,613.63

Upon ratification by the membership and the City Council a one-time signing bonus award of five hundred (\$500.00) dollars will be provided to all Sergeants within thirty (30) calendar days after the ratification and approval of the Labor Agreement. This one-time signing bonus is provided on a non-precedent setting basis and it shall not be construed as status quo for purposes of negotiations of any successor CBA and/or in interest arbitration if applicable.

SIDE LETTER OF UNDERSTANDING

The Illinois FOP Labor Council and the United City of Yorkville agree that the Council waives any right to bargain over the provisions of the City's revised employee handbook, as is on final draft date, with the understanding that if any section of the handbook conflicts with the express terms of the contract, then the contract shall govern.

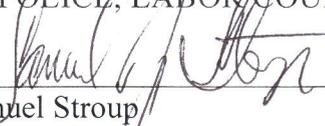
FOR: THE UNITED CITY OF YORKVILLE

FOR: ILLINOIS FRATERNAL ORDER
OF POLICE, LABOR COUNCIL



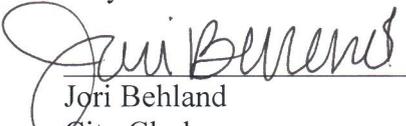
John Purcell
Mayor

01-26-23
Date



Samuel Stroup
Unit Steward

01-18-2023
Date



Jori Behland
City Clerk

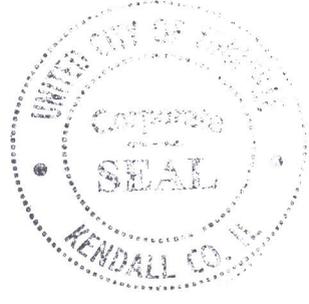
01-26-23
Date



John Hunter
Unit Steward

1-11-23
Date

City Seal:



GRIEVANCE FORM

GRIEVANCE

(use additional sheets where necessary)

Lodge/Unit 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)/Section(s) violated: _____, and all applicable Articles

Briefly state the facts:

Remedy Sought:

_____ in part and in whole, make grievant(s) whole.

Given To: _____ Date: _____

Grievant's Signature FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature Position

Person to Whom Response Given Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date: _____

Grievant's Signature FOP Representative Signature

EMPLOYER'S 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 _____