

ILLINOIS FOP LABOR COUNCIL

and

THE UNITED CITY OF YORKVILLE

Patrol Officers



May 1, 2023– April 30, 2027

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SIDE LETTER OF UNDERSTANDING 23

AGREEMENT between the UNITED CITY OF YORKVILLE, ILLINOIS (hereinafter called the "City") and ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL/YORKVILLE PATROLMAN 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 patrol officers, but excluding Chief of Police, lieutenants, sergeants and all other employees of the Police Department and the City.

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 dues 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 (sergeant or Deputy Chief as the case may be). 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 Chief's 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

The City will place a new hire on the Associate Degree or Bachelor Degree pay scale, Appendix "B", based upon its review of academic records and provided that any post-secondary work is from an institution accredited by North Central or a similar accreditation agency acceptable to the City. The City may hire a new officer with prior law enforcement experience at a higher pay step on Appendix B, not to exceed the "after 2 years" step, provided any such step placement shall not affect the probationary period of a new hire. Step movement shall be on an employee's anniversary date of hire.

Section 6.2 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:

<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	\$1,500
After 20 years	\$2,000

Section 6.3 Section 6.3 Canine Officer Eligibility and Stipend

In the event the City, in the exercise of its sole discretion, elects to establish or maintain a canine program, the parties agree that to be eligible for assignment by the Police Chief to the position of Canine Officer, an employee shall sign the Canine Officer Agreement, attached hereto as Appendix C, and incorporated herein by reference. Nothing herein shall obligate the City to create or maintain such a program. Officers assigned to the position of Canine Officer shall also receive, while so assigned, a stipend equivalent to \$1,500 per fiscal year during the term of this Agreement, to be paid at a rate of 1/26th per pay period during such assignment. The City will pay out of pocket costs affiliated with the care, equipment and feeding of the dog. The City will also pay the cost of kenneling the dog when the assigned Canine Officer is out of town.

Section 6.4 Field Training Officer (FTO) Compensation

For each shift that an Officer is assigned by their supervisor as a “Field Training Officer” (FTO), the officer shall be paid one (1) hour of compensation at his/her regular overtime hourly rate. To be eligible for this FTO Stipend, the officer assigned to serve as FTO must have timely submitted a Daily Observation Report (“DOR”) that reflects the relevant events and circumstances which arose during the shift.

Section 6.5 On-Call Pay

Detectives and Evidence Technicians designated as “On-Call” by their supervisor for an entire week shall be paid \$75.00 dollars. Officers have the option to decline to be “On-Call” for Evidence Technician for each six (6) month period. It is agreed by both parties that Officers designated as on-call are expected to be available for work during non-scheduled hours and that failure to respond to or rejection of a call-in may result in discipline, at the discretion of the City.

Section 6.6 Detective and School Resource Officer Stipend

In the event the Police Chief, or designee, appoints a bargaining unit employee to serve in the specialty position designated below, then such employee shall be eligible for a specialty bonus/stipend if he/she is serving in the specialty position for any duration on a permanent or temporary basis. Such employee shall receive:

- Detective: \$1,800 Annually (Spread out throughout each pay period)
- School Resource Officer: \$1,800 Annually (Spread out throughout each pay period)

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. 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 forty-five (45) minute off-duty lunch period and a ten (10) minute break during the first half of the shift and a ten (10) 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 forty-five (45) minute off-duty lunch break later on during his shift. If the work load 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 forty-five (45) minute 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 for 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

With at least seven (7) days' notice, an officer shall be permitted to trade or exchange a scheduled shift with another Officer in the same division with the approval of the Chief of Police or designee and subject to the remaining provisions of this Section. Requests for approval of a shift trade must be submitted in writing and include reference to the date and shift/time of the requested dates that are affected by the trade. The employees involved shall be assigned to the same Division at the time of the trade and on the day the trade is repaid.

The requested shift trade does not have to be for a full shift as long as the trade lasts at least two (2) consecutive hours that falls at the beginning or end of the shift. No trade shall be permitted if it will result in any Officer being assigned to work more than sixteen (16) consecutive hours. Shifts traded are not required to be within the same pay period. However, if a shift is traded outside of the same pay period, it must be repaid within six (6) months of the day that was traded.

Officers can only trade shifts with other officers who possess the same or very similar specialty skills as approved by the Chief of Police. The officer who accepts an approved shift trade assumes responsibility for that shift per the terms of the collective bargaining agreement. The officer working for another officer due to a shift trade shall not have the hours worked count as work hours for overtime calculation. An officer who has traded a shift and is not working shall not be eligible for any other work during the traded shift.

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 straight-time for the first forty (40) hours of said training in a calendar year and time and one-half for all hours in excess of forty (40) hours in a calendar year.

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 twenty-eight (28) days.

Section 7.12 Training Reimbursement

New hires are required to repay the City for non-reimbursed training costs if they resign within the first three (3) years of employment, pursuant to the following schedule: 100% if the employee leaves during the first two (2) years of employment; 75% if the employee leaves after two (2) years but less than three (3) years. The Council waives any right it may have to bargain over any training reimbursement agreement that the City may require a new hire to sign as a term or condition of employment, consistent with the foregoing repayment provision. This Section only applies to persons hired on or after April 1, 2003.

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, subject to the approval of the Department Head, of 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 request vacation carryover from one year to the next year, but not beyond forty (40) hours and not beyond one 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. For each observed holiday that the employee does not work, the employee shall receive either eight (8) hours straight time pay or compensatory time at the employee's option. An employee that works during the calendar days of New Years' 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 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 patrolmen 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 who is unable to work by reason of a non-duty related illness, injury or disability. Employees shall accrue eight (8) sick leave hours per month to a maximum accrual of 960 hours.

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 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.

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 has at least twenty (20) years of service on the Department as a fulltime sworn peace officer 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.

(c) An employee who has at least twenty (20) years of service on the Department as a full-time sworn peace officers who elects normal retirement at age fifty (50) or older may elect to decline payouts of any compensable time (sick time, vacation time, comp-time) and instead bank the equivalent amount with the City, for the City to apply toward the retirees health insurance contributions.

ARTICLE 11 - OTHER LEAVES OF ABSENCE

Section 11.1 Unpaid Discretionary Leaves

The City in its discretion may grant an unpaid leave of absence 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 in writing. Such leave shall not be used by an employee to try for or accept employment elsewhere or for self-employment.

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 FMLA.

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 in violation of this Section. 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 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 (IC/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) **Failing to report to their supervisor any known adverse side effects of medication or prescription drugs.** 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 his/her firearm and such action may have caused injury or death to a person(s). The employee 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 their 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 full pay for up to one hundred-eighty (180) calendar days per year for on-the-job injury.

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 Officer-In-Charge Pay

Officers assigned as Officer-In-Charge (OIC) shall receive, in addition to the employee's regular rate of pay, an additional two (2) hours pay at one and one-half (1-1/2) times the employee's regular rate of pay for any hours served on a shift. In cases where two officers split a scheduled shift 50/50, only the officer who starts the OIC shift shall receive OIC pay. Officers will have the option of either receiving the additional pay or compensatory time (accumulated at the same rate). The Employer will not manipulate work schedules or assignments to OIC to avoid paying the applicable compensation.

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. 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%

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.

Section 12.8 Union Days

Employees acting as a Union representative may be released from duty up to six (6) days a year in total (not per person) to attend Union sponsored training/conferences. Training/Conference time is at the sole discretion of the Chief of Police and will not be allowed if staffing levels would cause the expenditure of overtime. Training/Conference time will be reviewed on a case by case basis and will not be unreasonably denied. The affected member is responsible for all costs associated with the training/conference to include but not limited to lodging, food, registration fees etc.

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, 2020 and continuing through April 30, 2023, 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's, 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 length of time from the last date of beginning continuous full-time employment as a sworn peace officer in the Police Department of the United City of Yorkville. Conflicts of seniority shall be determined on the basis of the order of the officers on the Board of Fire and Police Commissioners hiring list, with the officer higher on the list being the more senior. Seniority shall not accrue during any unpaid leave of absence in excess of thirty (30) consecutive days and in such event the employee's seniority date shall be adjusted accordingly.

Section 14.2 Seniority List

On or before May 1st of each new calendar 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. 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) calendar days after the list is posted.

Section 14.3 Probationary Period

All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of eighteen (18) months of work. During an employee's probationary period the employee may be suspended, laid off, or terminated at the sole discretion of the City. No grievance shall be presented or entertained in connection with the suspension, layoff, or termination of a probationary employee. Note: The existing 12 month probationary period for persons hired before the date this Agreement was approved by the City shall remain unchanged

Section 14.4 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 day's notification to the Council.

Section 14.5 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 year period following his layoff.

Section 14.6 Termination of Seniority

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

- (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 of 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 14.7 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 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 Labor Agreement shall be effective 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 **sixty (60)** calendar days prior to the anniversary date that it desires to modify this Labor Agreement. Notwithstanding any provision of this Labor Agreement to the contrary, this Labor Agreement shall remain in effect after the expiration date while negotiations or resolution of impasse procedures for a new Labor Agreement are continuing.

Executed this _ day of _____, 2022.

[SIGNATURE PAGE TO FOLLOW]

For: The United City of Yorkville:

[Signature] 5/24/22
John Purcell Date
Mayor

[Signature] 5/24/22
James Jensen Date
Police Chief

[Signature] 5/24/22
Jori Behland Date
City Clerk

City Seal:



For: FOP, Labor Council:

[Signature] 05/25/22
Kyle Davis Date
Unit Steward

[Signature] 5/25/2022
Ryan Goldsmith Date
Unit Steward

[Signature] 21 5/25/2022
Robbie Hart Date
Unit Steward

[Signature] 05/27/22
Mike Powell Date
FOP, Labor Council
Assistant Director

APPENDIX A
DUES AUTHORIZATION FORM

**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 its certification as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____
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 RATES: PATROL OFFICERS

Associate Degree

		3.00%	3.00%	3.00%	3.00%
	<u>Current</u>	<u>5/1/2023</u>	<u>5/1/2024</u>	<u>5/1/2025</u>	<u>5/1/2026</u>
Less than 1 year	63,036.11	64,927.19	66,875.01	68,881.26	70,947.70
After 1 year	69,174.12	71,249.34	73,386.82	75,588.42	77,856.07
After 2 years	72,527.90	74,703.74	76,944.85	79,253.20	81,630.80
After 3 years	76,326.45	78,616.24	80,974.73	83,403.97	85,906.09
After 4 years	80,142.76	82,547.04	85,023.45	87,574.15	90,201.37
After 5 years	87,195.07	89,810.92	92,505.25	95,280.41	98,138.82

Bachelor's Degree

	<u>Current</u>	3.00% <u>5/1/2023</u>	3.00% <u>5/1/2024</u>	3.00% <u>5/1/2025</u>	3.00% <u>5/1/2026</u>
Less than 1 year	64,296.22	66,225.11	68,211.86	70,258.22	72,365.97
After 1 year	70,625.89	72,744.67	74,927.01	77,174.82	79,490.06
After 2 years	73,977.66	76,196.99	78,482.90	80,837.39	83,262.51
After 3 years	77,852.78	80,188.36	82,594.01	85,071.83	87,623.98
After 4 years	81,745.43	84,197.79	86,723.72	89,325.43	92,005.19
After 5 years	89,314.69	91,994.13	94,753.95	97,596.57	100,524.47

APPENDIX C - CANINE OFFICER AGREEMENT

The canine officer shall perform the following duties relative to his/her assigned canine during the course of his/her duty shift:

- Exercise
- Grooming
- Feeding (one meal)
- Training
- Veterinarian routine checkups and shots
- Procuring food and supplies

The officer shall be allowed four (4) hours off per week, with pay for the following at-home outside work activities with his/her assigned canine:

1. Cleaning the canine's kennel or other up after the canine.
2. Feeding (one meal on on-duty days--2 meals on off-duty days)
3. Exercise on off-duty days
4. Emergency trips to veterinarian

If the off-duty at-home canine care activities exceed the four (4) hours per week allowance for any week, the officer shall submit a daily log identifying the activities engaged in, the times at which they took place and the duration of the activities to his/her supervisor by the end of the shift immediately following the week, in order to receive any further compensation for such additional time.

Officer

Date

John Purcell
Mayor

Date

James Jensen
Chief of Police

Date

