

ILLINOIS FOP LABOR COUNCIL

and

CITY OF GENESEO

**Patrol Officers, Sergeants and
Telecommunicators**

July 1, 2018 – June 30, 2022

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PREAMBLE

This Agreement is entered into by the City of Geneseo (hereinafter referred to as the "City") and the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the "Union", "Council", or "Labor Council").

ARTICLE 1 - RECOGNITION

Section 1.1

The City respectively recognizes the Union as the sole and exclusive bargaining agent, for the purpose of establishing wages, hours and conditions of employment, for the following classifications of employees: All full-time patrol officers, sergeants and telecommunicators in the City of Geneseo as certified by the Illinois State Labor Relations Board in Cases S-RC-98-35 and S-RC-98-37, but excluding all other employees employed of the City of Geneseo, and all other supervisors, confidential, or managerial employees as defined in Illinois Public Labor Relations Act ("IPLRA").

Section 1.2

The City may use the services of short-term or part-time employees to perform bargaining unit work so long as such utilization does not cause layoffs or reduction of employees or changes to an employee's regularly scheduled work hours. Supervisors may continue to perform bargaining unit work which is incidental to their jobs, or in emergency situations or where such work is necessary to train a bargaining unit employee. Such work by supervisors shall not cause any lay-offs of bargaining unit employees.

ARTICLE 2 - NEW CLASSIFICATIONS AND VACANCIES

When a new job classification within the bargaining unit is established or an existing one is changed, in the case of patrol officers and sergeants by the Geneseo Board of Fire and Police Commissioners or in the case of telecommunicators by the City, the City will submit a description in writing and a proposed wage assignment to the Union within thirty (30) days. The City and the Union shall meet to negotiate over the proper rate of pay and conditions of employment relative to the new classification. Any impasse in such negotiations shall be subject to the provisions of the Illinois Public Labor Relations Act (excluding mediation), except that the City may implement its last good faith offer at the time of impasse, pending the completion of the impasse resolution proceedings of the IPLRA. Any increase in the rate of pay for the new classification shall be retroactive to the date of the installation of the new classification. For this article only, an impasse shall also be defined as when no agreement is reached within thirty (30) days from the commencement of bargaining.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 3.1

It is understood and agreed that the City possesses the sole right and authority to operate and direct the employees of the Police Department in all aspects, including, but not limited to, all

rights and authority exercised by the City prior to the execution of this Agreement, except as modified in this Agreement. These rights include, but are not limited to:

- (A) The right to determine its mission, policies, and to set forth all standards of service offered to the public;
- (B) To plan, direct, control and determine the operations or services to be conducted by employees of the Police Department.
- (C) To determine the methods, means, number of personnel needed to carry out the mission of the Police Department;
- (D) To direct the working force;
- (E) To hire and assign or to transfer employees;
- (F) To promote, suspend, discipline or discharge for just cause;
- (G) To layoff or relieve employees due to lack of work or funds or for other legitimate reasons;
- (H) To make, publish and enforce reasonable rules and regulations;
- (I) To introduce new or improved methods, equipment or facilities;
- (J) To contract out for goods and services, so long as such contracting does not cause the layoff or reduction of normal work hours of bargaining unit employees;

In addition to the foregoing rights, the City retains all management rights as set forth in the common law and the Illinois Public Employee Relations Act.

Section 3.2

The City has the sole authority to determine its purposes and missions and the amount of budget to be adopted thereby.

ARTICLE 4 - DUES DEDUCTION AND FAIR SHARE

Section 4.1 Dues Deduction

Upon receipt of a written and signed authorization form from an employee (attached as Appendix B), the Employer shall deduct the amount of the Council dues and the initiation fee, if any, set forth in such form and any authorized increase therein, from the monthly wages of the employee and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Council in accordance with the laws of the State of Illinois, within thirty (30) days after the deductions have been made. The Council shall advise the Employer of any increase in dues, in writing, at least fifteen (15) days prior to its effective date.

Section 4.2 Membership List

The Employer shall forward to the Illinois Fraternal Order of Police Labor Council a monthly list to accompany the dues as provided for in Section 1 of this Article. This list shall include the names of each employee that has paid the monthly dues as well as those employees, if any, that are paying a fair share obligation.

Section 4.3 Indemnification

The Council hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of,

any action taken by the Employer for the purpose of complying with the provisions of this Article.

ARTICLE 5 - NON-DISCRIMINATION

Section 5.1 Discrimination Prohibited

Neither the City nor the Union shall discriminate against any employee covered by this Agreement on the basis of race, sex, creed, religion, color, age, national origin, political affiliation, mental and/or physical disability, or any other protected statuses provided that employees can perform the essential functions of their position with or without reasonable accommodation. Claims of discrimination shall be resolved through the appropriate state and/or federal agencies and courts and shall not be processed through the grievance procedure of this Labor Agreement.

Section 5.2 Union Activity

The City and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by IPLRA or by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union.

Section 5.3 Equal Employment/Affirmative Action

The parties recognize the City's obligations to comply with federal and state Equal Employment and Affirmative Action Laws.

Section 5.4 Union Fair Representation

The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit. Violations of this Section shall not be subject to the grievance procedure of this Agreement, but rather shall be processed through the Illinois State Labor Relations Board ("ISLRB") according to its rules and regulations.

ARTICLE 6 - NO STRIKE/NO LOCKOUT

Section 6.1 No Strike No Lockout

Neither the Union nor any employee will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down, or the concerted interference with the full, faithful and proper performance of the duties of employment with the City during the term of this Agreement. Neither the Union nor any officer shall refuse to cross any picket line, by whomever established. No lockout of employees shall be instituted by the City during the term of this Agreement.

Section 6.2 Performance of Duty

It is recognized that certain employees covered by this Agreement may be required in the line of duty to perform duties growing out of or connected with labor disputes which may arise within the City. The Union agrees that no disciplinary action or other action will be taken by the Union against any employee or employees covered by this Agreement by reason of any such action or conduct in the line of duty.

Section 6.3 Resumption of Operations

In the event of action prohibited by Section 6.1 above, the Union immediately shall disavow such action and request the officers to return to work and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 6.4 Discipline of Strikers

Any employee who violates the provisions of Section 6.1 of this Article shall be subject to immediate discharge. Any action taken by the City against any employee who participates in action prohibited by Section 6.1 above shall not be considered as a violation of this Agreement and no appeal or grievance may be filed contesting the action taken by the City against the employee, except that the issue of whether an employee in fact participated in a prohibited action shall be subject in the case of Police Officers to review by the Board of Police and Fire Commissioners and in the case of Telecommunicators, will be subject to review pursuant to the grievance and arbitration procedure.

Section 6.5 Legal Recourse

Nothing contained herein shall preclude the City or the Union from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 7 - HOURS OF WORK/OVERTIME

Section 7.1 Regular Hours

The regular hours of work each day shall be consecutive, with employees receiving a thirty (30) minute paid lunch period. Whenever possible the lunch period shall be scheduled near the middle of each shift. The lunch period may be interrupted to meet the operating needs of the Department. The City will continue its current practice of allowing employees short rest breaks as work permits. In the event that supervision determines to make a permanent change in the regular scheduled work week, it shall give the Union fourteen (14) days' notice of the same prior to implementation and agrees to meet and bargain the impact of such decision upon bargaining unit employees.

Section 7.2 Work Week

Employees shall work the regularly scheduled work week applicable to the Police Department (Sunday through Saturday).

Section 7.3 Work Schedule

The regular work schedule for officers shall be a modified twelve (12) hour schedule, with five twelve (12) hour shifts and two ten hour shifts each fourteen (14) day period.

Normally, the hours of work shall be 6:00 a.m. to 6:00 p.m. and 6:00 p.m. to 6:00a.m. Additionally, a flex officer shall be identified for assignment from each shift (A and B) by seniority in order to fulfill Department needs created by officer leave, illness or injury. No officer shall be forced to work more than five (5) consecutive shifts, unless in the discretion of the Mayor or the Chief a state of emergency exists, then the employee may be required to work more than five (5) consecutive shifts.

Telecommunicators shall work a five (5) – two (2), five (5) – three (3) schedule, which will consist of a combination of eight (8) hours and nine (9) hour days working five (5) days on, two (2) days off followed by five (5) days on, three (3) days off, which pattern then repeats itself.

Work schedules showing the employee's normal shifts and work days shall be posted on the department bulletin board at least thirty (30) days in advance. Should it become necessary to temporarily change an individual employee's schedule/shift, the employee shall be given at least seven (7) days' notice, except when temporary assignments are necessary to fill shift shortages created by vacation, illness, training, or to meet other legitimate operational needs of the Department. Employees shall bid each November and May of each year for their desired shift and regular days off for the following six months. Shifts and regular day off schedules shall be posted no later than December 1st and June 1st of each year to take effect each January and July. Such bidding shall be by seniority however, consideration may be given to the balance of expertise on each shift consistent with the efficient operation of the Department. After the schedule is posted, it will only be changed due to a state of emergency as described above or a demonstrated operational need to establish a new departmental schedule departing from the regular work schedule. The Employer will provide seven (7) calendar days-notice of any proposed changes in the normal workday, work schedule or work cycle, absent a state of emergency.

Section 7.4 Overtime and Compensatory Time

- (A) Telecommunicators shall be paid overtime at the rate of one and one-half (1 ½) hours for each hour worked beyond forty (40) hours in a work week. Patrol Officers shall be paid overtime at the rate of one and one-half (1 ½) hours for each hour worked beyond eighty-four (84) in a pay period. Any employee working more than sixteen (16) consecutive hours shall be compensated at a rate that is double their normal hourly rate for all hours beyond the sixteen (16) hours if they work eight (8) hour shifts, and after twenty-four (24) hours if they work twelve (12) hour shifts.
- (B) Employees may elect to take compensatory time off within the same work week in lieu of overtime pay with the following limitations:
 - (1) Compensatory time off may be used in the same work week it was earned at one hour off per one hour worked.
 - (2) Compensatory time shall not be allowed to accrue or be used beyond a total of eighty-four (84) hours per year. Employees shall be entitled to elect the accrual of forty-eight (48) hours of compensatory time from holiday pay. The City shall pay employees for their accrued but unused compensatory time on the last pay date in June of each year on a separate check. If the employee's holiday compensatory time bank is full, the employee may transfer additional holiday compensatory time to the regular compensatory time bank, as long as said regular bank does not exceed eighty-four (84) hours of banked compensatory time. The City shall not require an employee to take time off during a work week in order to deprive an employee of compensatory time earned during the work week.

Employees who earn compensatory time by working in excess of forty (40) hours in a work week or eighty-four (84) hours in a pay period may elect to take compensatory time off in lieu of overtime pay with the following limitations:

- (1) Compensatory time shall be accrued at time and one-half rate per one hour worked over the forty (40) hour work week for telecommunicators and eighty-four (84) hours in a pay period for police officers.
- (2) Compensatory time off shall be used in minimum of one (1) hour increments.
- (3) Compensatory time shall only be used with the advance approval of the employee's supervisor. Requests for compensatory time off in amounts of four (4) hours or less may be approved by the employee's shift commander and used at the time of the request. Requests for compensatory time off in amounts of four (4) hours or more will be handled the same as requests for regular time off.
- (4) Employees shall be allowed to use compensatory time off to extend their vacation leave or holiday.
- (5) Compensatory hours earned and used must be recorded on the employee's time sheet.

Employees who replace other employees who are using compensatory time off shall be paid at the applicable rate and shall not be entitled to elect to take compensatory time in lieu of pay.

- (C) All overtime work must be approved by the employee's supervisor prior to the time overtime work is performed. In the case where supervisor approval cannot be obtained or when the work performed is incident to the immediate performance of duties, the employee will meet with the supervisor on the employee's next work day and receive approval for the time worked. Such approval shall not be unreasonably denied.

Regular overtime opportunities/vacancies will be filled through the use of volunteers from the affected classifications and shall be distributed on an equitable basis. In the event volunteers cannot be found, vacancies shall be filled by ordering employees to work in inverse order of their seniority. The Chief of Police may use whatever reasonable means necessary to fill vacancies in an emergency situation, provided employees are paid at the appropriate rate of pay.

- (D) Paid time off for any holidays, compensatory time, vacations and/or sick days on a day that the employee would otherwise have been working shall be counted as time worked for the purposes of computing overtime.
- (E) Compensatory time off is subject to the provisions of Article 18, Time Off Requests.
- (F) The City will offer a date each month for employees to cash in accrued compensatory time and receive payment on a separate check. The dates and policy for submitting requests will be provided in May of each year for the upcoming fiscal year. The payout

of compensatory time is not intended to allow an employee to exceed an annual amount of eighty-four (84) hours.

Section 7.5 Court Time

Employees will be paid for court time when they appear as witnesses as a result of the performance of their duties. All court time outside of an employee's regularly scheduled shift shall be paid at the rate of one and one-half (1 ½) times the employee's hourly rate of pay with a minimum of two (2) hours. Court time shall include all periods of time immediately prior to and after the court appearance necessary to obtain and return relative reports and evidence.

Officers are required to telephone either the court clerk or state's attorney's office prior to attending court to determine whether their attendance is required that day.

Section 7.6 Training

Non-mandatory training shall be paid at a straight time rate of pay with the approval of the Chief of Police. Under no circumstances will non-mandatory training ever result in overtime pay, except where required by applicable federal or state law. Employees will be entitled to receive a reasonable amount of straight time pay for drive time, not to exceed eight (8) hours in any one day. Mandatory training ordered by the Chief of Police shall be considered hours of work for overtime purposes, including a reasonable amount of drive time not to exceed eight hours in any one day. Any mandatory training which results in a call-in when an employee is not on duty shall be paid at the rate of one and one-half (1 1/2) times the employee's hourly rate of pay with a minimum of two (2) hours. When operational needs require such, or at the request of the officer, the Police Chief may adjust the regular work schedule of officers attending training. Employees shall be given a minimum of two (2) week's notice whenever possible when they are scheduled to attend training.

ARTICLE 8 - DISCIPLINE

Section 8.1 Employee Discipline

Discipline shall be progressive and corrective, depending upon the circumstances of each offense, and based on just cause. Discipline shall be limited to the following:

- (A) Oral warning
- (B) Written reprimand
- (C) Suspension without pay
- (D) Discharge

The Employer's agreement to use progressive and corrective discipline does not prohibit the Employer from initiating disciplinary action at any level commensurate with the severity of the offense, the totality of the offenses at issue and/or the disciplinary record of the employee. Discipline shall be imposed as soon as practical after the Employer learns of the occurrence giving rise to the need for disciplinary action and after the Employer has a reasonable opportunity to investigate the facts. The Chief of Police may suspend an employee pending discipline without pay if the employee is charged with a violation of criminal law or ordinance.

Section 8.2 Investigation and Representation

The Chief of Police, if he desires to conduct an investigative interview of an employee where the results of the interview might result in discipline, agrees to inform the employee that the employee has a right to Union representation at such interview. If the employee desires

Union representation, no interviews shall take place without the presence of a Union representative. The role of the Union's representative is limited to assisting the employee, clarifying the facts and suggesting other employees who may have knowledge of the facts.

In addition, if the inquiry, investigation or interrogation, oral or written, is of an employee classified as a sworn law enforcement officer, the City shall follow the procedures set forth in "Uniform Peace Officer's Disciplinary Act" 50 ILCS 725/1 et al. of the Illinois Compiled Statutes. The officer shall have the right to be represented at such inquiries, investigations or interrogations by a Council representative and/or legal counsel.

Section 8.3 Notification

The Employer shall notify both the employee involved and the Council of any disciplinary action taken. Such notification shall be in writing, except in the case of a verbal reprimand, and shall reflect the specific nature of the offense giving rise to such discipline, the discipline imposed or recommended, and the direction to the employee for future behavior.

The Employer shall not insert any adverse material into any file of an employee, unless the employee has an opportunity to review and receive a copy and respond in writing to the adverse material. Such written rebuttal statement shall also be affixed to the adverse material and placed in the file.

Section 8.4 Review of Discipline

Employees who are not subject to the jurisdiction of the Board of Police and Fire Commissioners who wish to appeal discipline, other than a verbal reprimand, must file a grievance at Step Two of the Grievance Procedure within five (5) business days from the date of receipt of the Notice of Discipline.

The Board of Police and Fire Commissioners shall have exclusive jurisdiction over disputes or differences of opinion relating to suspensions, demotions or dismissals of any Board appointed employee pursuant to 65 ILCS 5/10-1-2, etc., except that such employees may file a grievance contesting any written reprimands at Step Two of the Grievance Procedure within five (5) business days of the date of receipt of the Notice of Discipline. Prior to imposing discipline, the Chief of Police or the Chief's designee will set a meeting with the employee to advise the employee of the proposed discipline and the factual basis therefore, in writing. The employee shall be entitled to Union representation at that meeting. After the conclusion of said meeting, the Chief or the Chief's designee will issue a Decision to Discipline, in writing, as to the proposed discipline ("Decision to Discipline"), to the affected employee and the Union. If the discipline exceeds five (5) days, then, at the employee's option, disciplinary action against the employee may be contested either through the arbitration procedure of this Agreement or through the Board of Fire and Police Commissioners ("BOFPC"), but not both. In order to exercise the arbitration option, an officer must execute an Election, Waiver and Release form ("Election Form" attached as Appendix E). This Election Form and disciplinary process is not a waiver of any statutory or common law right or remedy other than as provided herein. The Election Form shall be given to the officer by the employer, at the time the officer is formally notified of the Decision to Discipline.

The employee shall have three (3) business days to submit a copy of the Election Form and Decision to the Union for approval to arbitrate the discipline. The Union shall have an additional seven (7) business days to approve or deny the request for arbitration. If the Union authorizes an arbitration concerning the discipline, it shall notify the Chief or the Chief's designee in writing of the intent to arbitrate within ten (10) business days of the issuance of the

Decision to Discipline. If approved by the Union for arbitration, the Election Form shall constitute a grievance which shall be deemed filed at the arbitration step of the grievance procedure. When a grievance is elected, the arbitrator will determine whether the discipline was imposed with just cause, and whether the discipline was excessive. If the arbitration is not approved by the Union within ten (10) business days of the Decision to Discipline, or is not elected by the employee, the employee retains his rights to appeal discipline before the Geneseo Fire & Police Commission in accordance with the Illinois Municipal Code, Division 2.1, Board of Fire and Police Commissioners, 65 ILCS 5/10-2.1 *et seq.*, as amended. If grievance arbitration is elected, the City has the right to unilaterally impose the proposed discipline immediately, subject to possible later modification or reversal by an arbitrator if the Chief simultaneously provides the officer with a copy of all reports and evidence which has been relied upon by the Chief to demonstrate the alleged rule violation, including mitigating and exculpatory evidence.

Appeals of suspensions by the Chief of Police of five (5) business days or less must be filed with the Board of Police and Fire Commissioners within five (5) business days from the date of receipt of the Notice of Suspension.

ARTICLE 9 - UNION REPRESENTATION

Section 9.1 Authorized Council Representative

The Staff Representative of the Council, or his designee, shall be permitted reasonable access to the Department in order to meet with employees, provided that no meeting shall occur in the telecommunication center. Any disruption of normal operations of the Department occasioned by Union access to the department shall immediately terminate permission for access.

Section 9.2 Records Examination

The Union shall have the right to examine records pertaining to the computation of compensation of an employee whose pay is in dispute, or with the consent of the employee, any other record of the employee's pertaining to a specific grievance.

ARTICLE 10 - GRIEVANCE PROCEDURE

Section 10.1 Definition of a Grievance

A grievance is defined as any dispute between the Employer and the Council or any employee covered by this Agreement regarding the application of this Agreement.

Section 10.2 Steps in Procedure

Disputes arising under this Agreement shall be resolved as follows:

STEP ONE - Chief of Police:

The employee or the Council shall prepare a written grievance on a mutually agreed to form (attached as Appendix C) and present the grievance to the Chief of Police no later than ten (10) business days after either: the grievant became aware of the occurrence giving rise to the dispute; or through reasonable diligence would have first learned of the occurrence giving rise to the grievance. Within seven (7) business days after the grievance has been submitted, the Chief of Police shall meet with the grievant and the Council representative to discuss the grievance and make a good faith attempt to

resolve the grievance. The parties may mutually agree to waive this meeting. The Chief shall respond in writing to the grievant and the Council representative within seven (7) business days following the meeting, or if no meeting was held, from the date of receipt of the grievance.

STEP TWO – Human Resources Director:

If the grievance is not settled at Step 1, the grievance may be referred in writing, within seven (7) business days after the decision of the Chief of Police, to the City of Geneseo Human Resources Director. Within seven (7) business days after the grievance has been advanced, the Human Resources Director shall meet with the grievant and the Council representative to discuss the grievance and make a good faith attempt to resolve the grievance. The parties may mutually agree to waive this meeting. The Human Resources Director shall respond in writing to the grievant and the Council representative within seven (7) business days following the meeting, or if no meeting was held, from the date of the advancement of the grievance.

STEP THREE - City Council Committee:

If the grievance is not settled at Step 2, the grievance may be referred in writing, within seven (7) business days after the decision of the Human Resources Director, to a three-member committee appointed by the Geneseo City Council, one of which members must be a member of the City Council and the remaining two members to be either City Council members or supervisors employed by the City. Within ten (10) business days after the advancement of the grievance, the committee shall meet with the Council and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The committee shall respond in writing to the grievant and the Council within seven (7) business days following the meeting.

STEP FOUR – Arbitration:

If the dispute is not settled at Step 3, the matter may be submitted to arbitration by the Council within twenty (20) business days after the Geneseo City Council committee's written decision or the expiration of the seven (7) business day period if the Geneseo City Council committee fails to render a written decision. The Employer and the Council shall request the Federal Mediation and Conciliation Service (FMCS) to forward a list of recognized arbitrators. Upon receipt of such list, each party shall alternately strike a name from the list, until there is one name remaining. The remaining individual shall be the arbitrator. The order of striking names shall be determined by a coin toss. Either party may reject one (1) entire panel.

The arbitrator shall be notified by a joint letter from the City and the Council requesting that he set a time and place, subject to the availability of the City and the Council representatives. All arbitration hearings shall be held in Geneseo, Illinois.

The arbitrator shall act in a judicial, not legislative, capacity and shall have no right to recommend, amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issue submitted and shall have no authority to make a decision on any other issue not so submitted to him. Questions of arbitrability shall be decided by the arbitrator. In the event the arbitrator finds a violation of the terms of this Agreement, he shall fashion an appropriate remedy. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the

application of laws and rules and regulations having the force and effect of law or matters within the exclusive jurisdiction of the Board of Police and Fire Commissioners involving suspensions, demotions or dismissals of any Board appointed employee. The arbitrator shall submit in writing his decision within thirty (30) business days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the parties. Costs of arbitration shall include the arbitrator's fees, room cost, and transcription costs. The Employer or Council shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expenses of its witnesses.

Section 10.3 Representation at Grievance Meetings

An employee is entitled to Council representation at each step of the grievance procedure upon his request. Grievances may be filed on behalf of two (2) or more employees only if the same facts, issues, and requested remedy apply to all employees of the group. Notwithstanding the right of an employee to file grievances and process them through Step Two of the grievance procedure, only the Council shall have the right to advance grievances beyond Step Two. The Grievant shall be excused from work to participate in Step One and Step Two grievance meetings and any arbitration hearing. The Grievant shall only be excused for the amount of time reasonably required to present the Grievance.

Section 10.4 Time Limitation

No dispute subject to the grievance procedure shall be processed or entertained unless it is submitted within the time limits provided in the grievance procedure. If a grievance is not presented within the time limits set forth it shall be considered waived for that specific incident. If the grievance is not appealed to the next step within the specified time limit or any extension thereof, it shall be considered settled on the basis of the City's last answer. If the City fails to respond to a grievance within the specified time limit, the grievance shall be considered as denied at that step. Time limits in each step may be extended by mutual agreement.

ARTICLE 11 - SENIORITY

Section 11.1 Definition of Seniority

As used herein, the term "seniority" shall refer to and be defined as the overall continuous length of service or employment covered by this Agreement from the date of last hire. "Classification seniority" shall be defined as the continuous length of service in the classification of Officer or Telecommunicator from the date of last hire. "City Seniority" shall be defined as the continuous length of service or employment within the City of Geneseo from the date of last hire and shall be used for the computation of benefits such as vacation, sick days, etc.

Section 11.2 Seniority List

The Employer shall prepare a list setting forth the present seniority dates and dates of promotion by classification for all employees covered by this Agreement. Such lists shall finally

resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure.

Section 11.3 Probation Period

A police officer is a "probationary employee" for his first twelve (12) months of employment and a telecommunicator is a "probationary employee" for his first six (6) months of employment. If a telecommunicator is hired as a police officer, the employee shall serve a twelve (12) month probationary period. No matter concerning the discipline, layoff or termination of a probationary employee shall be appealable by either the Union or the employee. A probationary employee shall have no seniority, except as otherwise provided in this Agreement, until he has completed his probationary period. Upon the completion of his probationary period, he will acquire seniority from his date of hire.

Section 11.4 Termination of Seniority

An employee's seniority shall be broken when he:

- (A) quits via written resignation; or
- (B) is discharged for just cause; or
- (C) is laid off pursuant to the provisions of the applicable agreement and chooses not to return to work after being recalled for a period of thirty-six (36) months; or
- (D) accepts gainful employment while on an approved leave of absence from the Police Department.

Section 11.5 Unpaid Leave of Absence

Employees will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence.

Section 11.6 Lateral Hires

A lateral hire is an individual who has been employed as a police officer for at least two (2) years by a regular police department in any municipal, county, university, or State law enforcement agency and is certified by the Law Enforcement Training Standards Board. Lateral hires shall receive credit for years of service for salary placement only at a rate of one (1) year of salary placement credit for each two (2) years of previous service as a law enforcement officer, but in no instance will a lateral hire be placed higher than step three (3) of the salary schedule. All lateral hires will continue to receive the yearly negotiated cost of living allowances until their years of service with the City of Geneseo allow them to advance through the steps on the pay scale as any other employee that was not a lateral would receive. Lateral hires will receive no seniority credit for any other departmental purpose for service as a law enforcement officer elsewhere.

ARTICLE 12 - LAYOFF

Section 12.1 Layoff

In the event the City determines a layoff is necessary, employees shall be laid off in the inverse order of their classification seniority unless compliance with State or Federal law requires otherwise.

Section 12.2 Layoff Order

Temporary employees, probationary employees, and part-time employees shall be laid off first in the order listed above, then full-time employees shall be laid off in inverse order of their classification seniority.

Section 12.3 Recall

Employees shall be recalled from layoff according to their classification seniority. No new employees at all shall be hired until all employees on layoff have been given the opportunity to return to work provided they can perform the required work. Recall rights under this provision shall terminate thirty-six (36) months after layoff, provided the laid off employee can still pass the minimum physical fitness standard. Any employee that is laid off, upon recall, would be subject to a psychological evaluation and background check at the discretion of the Chief of Police.

In the event of recall, eligible employees shall receive notice of recall by certified mail, return receipt requested. It is the responsibility of all employees eligible for recall to notify the City of their current address. Upon receipt of the notice of recall, employees shall have five (5) working days to notify the City of their acceptance of the recall and to report to duty.

ARTICLE 13 - LABOR/MANAGEMENT CONFERENCES

Section 13.1 Purpose

The Council and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Council representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "labor-management" conference and providing the agenda for such meeting. Such notice may be waived by mutual consent of the parties. Such meetings shall be limited to:

- (A) Discussion on the implementation and general administration of this Agreement.
- (B) A sharing of general information of interest to the parties.
- (C) Notifying the Lodge of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.
- (D) Discussion of pending grievances on a non-binding basis to attempt to adjust such grievances and to discuss procedures for avoiding future grievances.
- (E) Items concerning safety issues.

Section 13.2 Attendance at Meetings

When absence from work is required to attend 'Labor/Management conferences', employees shall, before leaving their work stations, give reasonable notice to and receive approval from their supervisor. Supervisors shall approve the absence except in emergency

situations. A maximum of two (2) people, operational needs permitting, shall be allowed to attend such conferences.

ARTICLE 14 - BULLETIN BOARD

Section 14.1

The City agrees to provide the Council with reasonable bulletin board space upon an available bulletin board within the Police Department.

Section 14.2

The Union bulletin board shall be used for posting Union notices. Notices posted shall not be political, partisan, insulting, or defamatory in nature.

Section 14.3

All costs incidental to preparing and posting of Union material will be borne by the Union. The Union is responsible for posting and removing material on its bulletin board and for maintaining same in an orderly and neat fashion.

ARTICLE 15 - LEAVES OF ABSENCE

Section 15.1 Bereavement Pay

Employees wishing to take time off from scheduled workdays to attend the funeral of an immediate family member, must notify the Chief of Police immediately. Employees may be granted up to three (3) days of bereavement leave. Immediate family shall be defined as: employee's spouse, child, or domestic partner as defined below in this Section; employee's parents, brother or sister; employee's spouse's parents; employee's spouse's child; employee's child's spouse; employee's grandchild or great-grandchild; employee's grandparents or great-grandparents. Bereavement leave pay shall be paid at the employee's hourly rate of pay. Under special circumstances, such as pall bearers, the Chief of Police may approve a personal leave of absence to meet the needs of the employee. Employees may request to use sick leave in addition to the three (3) days for relatives listed if travel or other arrangements need to be made beyond three (3) days. In addition, for other relatives not listed above, an employee may request one (1) sick leave day to attend the funeral of that unlisted relative. All sick leave requests for funerals must be approved in advance by the Chief of Police.

Domestic partner shall be defined as:

1. Neither the employee nor the domestic partner is married to another;
2. The partners are not related by blood closer than what would bar them from marriage in the State of Illinois;
3. The individual has resided in the same residence as the employee for at least twelve (12) months previously.

Section 15.2 Jury Duty

Employees wishing to receive jury duty pay must submit appropriate jury documentation to the City Clerk's office through the Chief of Police and turn in jury pay stub showing amount received. Employees shall receive regular jury duty pay when required to serve as a jury member or to be interviewed for jury duty. Jury duty pay will be based on the employee's hourly

rate times the number of hours the employee would otherwise have worked on that day of absence less any amount received for jury duty. Employees shall not be eligible for jury duty pay more than two weeks during the term of this Agreement.

Employees must show the jury duty summons to their Supervisor as soon as possible. The employee is expected to report for work whenever the court schedule permits.

Section 15.3 Military Leave

The City shall grant military leave to employees as required by applicable state and federal law and the military leave policy of the City of Geneseo.

Section 15.4 Personal Leave

Employees requesting personal leave must file a request in writing with the Chief of Police and must give at least two (2) weeks' notice prior to taking the leave. Personal leave may be granted for a period up to four months and may be extended in excess of four months by approval of the Public Safety Board.

The City will continue to provide insurance benefits until the end of the month in which the personal leave begins. After this month, the employees must pay the full cost of their insurance benefits. Employees will not accrue sick day hours while on personal leave or earn sick day hours for the part of the month while on personal leave. An employee on an approved personal leave must use all sick day hours earned that are available. If an employee does not have adequate sick day hours, he or she may use vacation hours if approved by the Chief of Police.

Employees must give the Chief of Police two (2) weeks' notice of their intention to return to work.

Section 15.5 Family and Medical Leave Policy

Employees shall be entitled to leave in accordance with the Family and Medical Leave Policy of the City in place at the time of this Agreement.

Section 15.6 Requalification After Leave

Employees applying for reinstatement after a leave of absence must be able to qualify for the job under the then existing employment standards of the City, and their compensation shall be at the then prevailing rate. Employees returning from leave of absence shall retain their original assignment at the time of leaving, except in cases where vacancies, new positions or changes have been made during the period of their absence; in which event such employee shall be allowed to exercise his seniority in displacing a junior employee in such vacancies, new positions or changes.

Section 15.7 Prohibition Against Misuse of Leaves

During any leaves granted pursuant to the terms of this Agreement, regardless of being with or without pay, an employee may not be gainfully employed or independently self-employed without prior approval by the City.

Section 15.8 School Visitation Leave

Employees who have exhausted all accrued paid leave may be granted an unpaid leave up to a total of eight (8) hours during any school year to attend school conferences or classroom activities related to the employee's child.

ARTICLE 16 - EMPLOYEE DEVELOPMENT AND TRAINING

Section 16.1 Orientation

The current practice of the Police Department with regard to new hires signing agreements to reimburse the City for training and hiring expense shall continue for the term of this Agreement.

Section 16.2 Tuition Reimbursement

Employees shall be eligible to receive tuition reimbursements and assistance in accordance with the City's Tuition Assistance Policy in place at the time of this Agreement.

Section 16.3 Expenses

When it is required by the City for employees to travel for meetings, conventions, and/or conferences, they will have the following expenses paid:

- (A) Registration fee.
- (B) Rooms as appropriate while attending such meetings, conventions and or conferences, etc.
- (C) Actual receipted expenses for meals - not to exceed thirty-five (\$35.00) dollars per day.
- (D) Actual receipted necessary miscellaneous expenses not to exceed thirty-five (\$35.00) dollars per day.
- (E) Employees required to use their personal vehicles for transportation in the above shall be reimbursed at the rate then established by the Internal Revenue Service for deductibility for income tax purposes.

ARTICLE 17 - INSURANCE AND PENSION

Section 17.1 Insurance Coverage

The City shall, for the life of this Agreement, offer the same level of hospital and major medical coverage to all City employees, whether union or non-union. The City does retain the right to change to or from a self-insurance program and/or to change insurance carriers, or otherwise to change coverage as long as the basic level of benefits to the employee remains the same as those of other employees. Upon execution of this agreement employees shall pay their portion of the premium cost of insurance, including City employee, spouse, and family coverage, by payroll deduction. The City will continue to pay one hundred (100%) percent of dental and life insurance policies.

An HSA plan shall be offered including maximum out of pocket expenses of two thousand six hundred (\$2,600) dollars per individual and five thousand two hundred (\$5,200) dollars per family, and the employee pays 20% or 25% of the premium. Employees electing City medical insurance shall be required to participate in an annual third (3rd) party vendor onsite wellness screening/assessment. Employees may also elect to use the physician form option. Additional program requirements such as an online registration/profile and online survey completion shall be required of all participants. Premium expenses shall remain status quo at twenty (20%) percent for those fulfilling the requirements of the annual wellness assessment process. Employees electing medical insurance but choosing not to complete the annual requirements as listed above, will incur a twenty-five (25%) percent premium expense (additional 5%). Twenty (20%) percent of the total premium will be distributed as described

above, and the extra five (5%) will be retained by the City to help offset health insurance expenses.

Employees will have the opportunity to complete the wellness screening/assessment requirements over a one (1) year period of time (July 1 - June 30) each year beginning July 1st, 2018. All premiums will remain status quo during the first year of the contract, as employees will have the first twelve (12) months to participate as described. After this twelve (12) month period, the City will assess which employees completed the wellness screening/assessment. Employees failing to complete the requirements will incur the additional five (5%) percent premium expense on the first pay cycle in July 2019. This additional expense will continue until the first pay cycle in July of the subsequent year, as the City will re-assess participation on an annual basis at the end of June of each year.

If the cost of health insurance increases, the employee will continue to pay twenty (20%) percent or twenty-five (25%) percent of the cost of health insurance. Of this twenty (20%) percent or twenty-five (25%) percent employee share, the City will allow the employee to contribute the same amount into their HSA account as was allowed on January 1, 2015. The remaining amount (difference) will be returned to the City to help offset the health insurance increase.

An employee may elect to have the City deposit two thousand six hundred (\$2,600) dollars per individual or five thousand two hundred (\$5,200) dollars per family on the first pay cycle of each January into the employee's HSA as an advance and the employee shall reimburse the City in equal payroll deductions. New employees may also elect an initial loan deposit from the City to be pro-rated based on the new hire date. In the event the employee is no longer employed prior to full repayment, the City has the right to withhold said monies from any payment owed to the employee. The employee is responsible for any balance thereafter.

Employees electing City medical insurance shall be required to participate in an annual third (3rd) party vendor onsite wellness screening/assessment. Employees may also elect to use the physician form option available through the vendor and complete the screening requirements through their personal physician at an annual appointment. Premium expenses shall remain status quo at twenty (20%) percent for those participating in the annual wellness assessment. Employees electing medical insurance, but choosing not to complete the annual wellness assessment, will incur a twenty-five (25%) percent of premium expense. Twenty (20%) percent of this premium will remain status quo, and five (5%) percent will go directly to the City.

Section 17.2 Cost Containment

The City reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 17.3 Retirement Health Insurance

Employees who are employed by the City as of July 1, 2010 who retire and who meet the requirements established by IMRF or the Police Pension Fund shall be eligible to receive the following subsidy to the cost of their health insurance benefit including any dependants eligible for coverage on the date of retirement when continuing group health and life insurance with the City:

20 – 24 years	50% employee/50% City
25 + years	40% employee/60% City

(Life insurance is available but not provided by the City.)

Employees who retire and their covered dependents must sign up for Medicare benefits as soon as they are eligible in order to continue to participate in the City's group health insurance programs. Medicare eligible retirees (retiree only) may elect to purchase a private supplemental plan to Medicare and receive the above referenced subsidy from the City toward the private Medicare supplement. (Once a spouse of a retiree becomes eligible for Medicare benefits, they no longer receive a subsidy from the City.)

The City will offer health insurance to retirees who were employed on July 1, 2010 and retired on or after July 1, 2015. If the retiree is a deferred pensioner or is collecting retirement benefits from the City, and they begin new employment after retiring from the City with an employer that provides health insurance to their employees, they must take that insurance if it is available to them. The City will offer up to two hundred (\$200) dollars per month for single coverage and up to five hundred (\$500) dollars per month for family, employee and spouse, or employee plus children to reimburse the retiree for coverage from the new employer for actual costs incurred by the retiree. Proof of expenses must be provided. The retiree will have an option of having the reimbursement deposited directly into their HSA or receiving a monthly check.

Once the retiree is no longer employed by the new employer, the retiree and any dependents eligible on the date of retirement from the City, may re-enroll in the City health insurance benefits. The reimbursement from the City for outside coverage shall cease once the retiree and their dependents re-enroll due to this qualifying event.

Upon an employee announcing their intent to retire, the City will provide documentation to the employee listing all benefits which will be provided to the employee in retirement.

Section 17.4 Retiree Health Savings Plan

The City agrees to maintain a Retiree Health Savings Plan (pursuant to IRS Code §501 (c) (9)) such as that currently provided through Trans States or any other qualified provider as agreed upon by the parties.

Annually, on the last pay date in October (to coincide with the compensatory time bank payout) employees may elect to contribute up to eight (8) hours of their Sick Bank hours, for those who are eligible for sick hour payout. For those who are not at their maximum Sick Bank hours, accrued compensatory time may be used into the VEBA (Voluntary Employee Benefit Association) plan. The City will match up to these eight (8) hours and contribute to the VEBA plan on behalf of the employee.

Section 17.5 Pension Plan

Police Officers shall be covered by the Geneseo Pension Fund. All other Department employees shall be covered under the Illinois Municipal Retirement Fund ("IMRF"). Employees must be able to meet the eligibility requirements of the respective funds.

ARTICLE 18 - SICK LEAVE

Section 18.1 Allowance

It is the policy of the City to provide protection for its full-time employees against loss of income because of illness. All eligible employees are encouraged to save as much sick leave as possible to meet serious illness situations. Sick leave is not intended for a one-day vacation or to be used to extend vacation periods, compensatory time or holidays.

Any employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of his employment, shall receive sick leave with pay in accordance with this Agreement.

Section 18.2 Accumulation

Sick leave will be granted at the rate of eight (8) hours per month of service and may be accumulated up to a maximum of three hundred twenty (320) hours. In order to be eligible to receive the monthly earned sick leave accrual, an employee must not have incurred the following during the month: (1) unscheduled absences or unexcused absence; (2) suspension from employment with or without pay; and (3) tardiness.

Section 18.3 Sick Leave Eligibility

Use of sick day hours for absences necessitated by injury, medical appointments or illness of the employee or exposure to contagious disease shall be governed by the following requirements in order to be eligible for pay during such sick leave. Employee must:

1. Report within one (1) hour of the employee's work schedule to their supervisor within one hour prior to the start of their work schedule the reason for his absence;
2. Keep the Chief of Police informed of his condition of the absence, when absence is expected to last more than three (3) days;
3. Submit a medical certificate permitting the employee to return to work for any absence exceeding three (3) days.

Employees shall not be permitted to return to work without medical verification for illness or injuries lasting more than three (3) days.

Employees may also use sick leave with pay for the absences necessitated by illness, medical appointments, injury, death, or exposure to contagious disease by the employee's spouse, parents, brother, sister, child, grandchildren, stepparents, domestic partner, employee's grandparents or great grandparents; and spouse's parents and grandparents.

An employee may supplement his workers compensation benefit payment by using his accumulated sick day hours provided that the employee has sick day hours available and the employee returns to the City the amount of workers compensation received.

Section 18.4 Sick Leave Accrual Upon Termination

Since sick leave pay will be pro-rated and credited to an employee as of January 1, it is anticipated that employees taking sick leave will remain in the employment of the Department until the end of the calendar year which the sick leave has been earned. If an employee leaves the Department before the end of the calendar year for which sick leave has been taken, a

deduction will be made from the employee's final paycheck for the pro-rated sick leave used but not earned.

Section 18.5 Sick Leave Benefits Upon Retirement

Upon retirement, an employee shall be entitled to payment of all accrued sick day hours at his full hourly rate up to a maximum of three hundred twenty (320) hours and fifty (50%) percent pay for all hours in excess of three hundred twenty (320) hours. Sick day hours are calculated on the employee's last completed work month. An employee may elect to have his sick hours paid over a twenty-six-payroll period preceding the date of his retirement.

Section 18.6 Sick Leave Abuse Sanctions

For the purposes of the provisions contained in this Article, "abuse" of sick leave is the utilization of such for reasons other than those stated in Section 18.1 of this Article.

Upon sufficient evidence of abuse of sick leave, an employee may be subject to disciplinary action pursuant to the terms of this Agreement. Employees agree to cooperate with the Department in verifying illness.

Section 18.7 In Line of Duty Injury

A police officer who sustains any injury in the line of duty which causes him to be unable to perform his duties shall continue to be paid as he was paid before the injury and shall be covered by the provisions of the "Public Employee Disability Act", 5 ILCS 345/1. The employee shall receive all benefits and will continue to accumulate all benefits in accordance with the indicated statute as amended from time to time.

Non-sworn employees who sustain an injury in the line of duty shall receive benefits in accordance with the workers' compensation provisions of the Illinois Compiled Statutes, in effect at the time of the injury, unless an amended change provides for retroactive application of benefits to the time of the injury.

ARTICLE 19 - VACATIONS

Section 19.1 Vacation Leave

All employees shall earn vacation time. Employees on unpaid leaves of absence or layoff shall not accrue vacation time. Eligible employees shall earn vacation time in accordance with the following schedule:

1-6 Years of Service -- 6.75 hours per month - 80 hours per year plus 40 hours previous year = 120 hours

7-14 Years of Service -- 10 hours per month - 120 hours per year plus 40 hours previous year = 160 hours

15-19 Years of Service -- 13.5 hours per month - 160 hours per year plus 40 hours previous year = 200 hours

20 + Years of Service -- 16.75 hours per month - 200 hours per year plus 40 hours previous year = 240 hours

If in the future, other City employees receive better vacation benefits than set forth above, then bargaining unit employees will receive the same benefits.

Employees who have experienced a break in employment shall have vacation days calculated at their most recent anniversary date. No vacation shall be used until after the probation period is complete.

Section 19.2 Vacation Pay

All vacation leave will be paid for at the employee's regular hourly rate and on the basis of their regularly scheduled number of hours per day.

Section 19.3 Vacation Usage

During the month of December, employees may select vacation periods for the following year by signing a vacation schedule which will be posted by the City by December 1st of each year. Employees shall select vacation for the upcoming vacation year (January 1 - December 31) by seniority. A period of a minimum of one (1) consecutive calendar week up to a maximum period of two (2) consecutive calendar weeks of vacation, and any amount of time in between one (1) and two (2) consecutive calendar weeks may be scheduled by an employee during this initial selection period which ends on December 10. There shall be a second selection period from December 11th to December 20th where employees may select vacation in inverse order of seniority with a maximum of one request not to exceed one (1) consecutive calendar week. After the two selection periods, vacation time off taken in single day increments will be granted on a first come first served basis with the City notifying employees within seven (7) days if their request is to be granted. Vacation time off may not be scheduled beyond the immediate vacation year until the bidding process is completed. Vacation scheduling shall be subject to the provisions of Article 20 - Time Off Requests. Days off in conjunction with or during a vacation period shall also be considered as part of the vacation period.

No more than one full week (40 hours) of vacation may be carried over from year to year. Any unused hours of vacation shall be forfeited.

Section 19.4 Vacation Accrual Upon Termination

Since vacation leave will be pro-rated and credited to an employee as of January 1, it is anticipated that employees taking vacation leave will remain in the employment of the City until the end of the calendar year in which the vacation has been granted. If an employee leaves the City before the calendar year for which vacation has been taken, a deduction will be made from the employee's final paycheck for the pro-rated vacation used but not earned.

Section 19.5 Vacation Benefits Upon Retirement

Upon retirement, an employee shall be entitled to payment for all accrued vacation leave at his full hourly rate of pay. If the employee has more than three (3) weeks of vacation time remaining, the employee may choose to have any portion of the remaining unused vacation leave paid over the next twenty-six payroll periods preceding termination of employment.

ARTICLE 20 - TIME OFF REQUESTS

Requests for time off for vacation, casual days (personal days), compensatory time or any combination thereof shall be requested and granted according to the following:

- (A) Requests for time off must receive prior approval from the employees' supervisor.

- (B) In the event that two or more employees request the same time off, such request will be determined on a first come, first served basis.
- (C) One telecommunicator and two officers normally will be allowed to take time off during any given time period provided that not more than one officer may be off per shift, unless the Chief of Police, in his sole discretion determines that the Department's staffing needs may still be met with more than one officer off of work per shift.
- (D) The operation needs of the Department, the safety of the employees and level of service to the community will be taken into consideration for approval of each request for time off.
- (E) All other factors being equal, vacation time off selected pursuant to the selection procedure in Article 19 shall have priority, followed by requests for compensatory time off.

ARTICLE 21 - HOLIDAYS

Section 21.1 Paid Holidays

The City recognizes the following holidays: New Years' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas, Good Friday and Easter for employees scheduled to work on that day. If other represented units or non-union employees receive additional holidays, in excess of the current eleven (11) holidays, the employees of this unit shall receive those same holidays.

Section 21.2 Casual Days

After the first year of service, each employee shall be allowed twenty-four (24) casual hours with pay. Casual hours are not accumulated from one calendar year to the next calendar year. Any casual hours not used by the end of the calendar year as described shall be forfeited.

Casual hours off are subject to the provisions of Article 28, Time Off Requests.

Section 21.3 Holiday Pay

Employees not scheduled to work on a holiday shall be paid for eight (8) hours at their hourly rate of pay. Employees who are required to work any approved holiday will be compensated for such work at one and one-half (1 ½) times their regular hourly rate of pay plus an additional eight (8) hours of pay at their regular hourly rate of pay. Such holiday pay may be taken in cash payment or in compensatory time off, holiday compensatory time or a combination of, subject to the limitations on accrual of compensatory time.

Employees who are on stand-by and who are called back to work on a holiday shall be paid according to Article 22 pertaining to call backs. Employees who return to work on a holiday because of an emergency shall be paid one and one-half (1 ½) times their hourly rate of pay for all time worked.

Section 21.4 Holiday During a Vacation

When a holiday falls on an employee's regularly scheduled work day during the employee's vacation period, the employee may elect to use the holiday to extend their vacation unless the City's operational needs do not permit.

ARTICLE 22 - WAGES

Section 22.1 Wage Schedule

The attached Appendix A shall specify the minimum salary for all classifications based on an employee's years of service to the Department. Officers who are promoted to sergeant shall receive a wage increase of no less than ten (10%) percent from his/her patrol officer pay. Any officer assigned to the Detective classification will receive a four (4%) percent increase to wage and any officer assigned to the School Liaison position will receive a two (2%) percent increase to wage.

During the term of the Agreement, employees will receive the following across the board wage increases:

June 24, 2018	3%
June 23, 2019	3%
June 21, 2020	3.50%
June 20, 2021	3.50%

Section 22.2 Longevity Pay

Employees shall be allowed annual longevity pay for continuous service at the rate of two dollars (\$2.00) per month for each month of service. The beginning month of the employee's service shall be calculated as follows:

- (A) Employees whose anniversary date is between the first day of the month and including the fifteenth (15) day of the month shall be allowed the month to be used in the calculation of longevity pay.
- (B) Employees whose anniversary date is between the sixteenth (16) day and including the last day of the month shall not be allowed the month to be used in the calculation of longevity pay.

Longevity pay shall be calculated as of December 1st of each calendar year and shall be paid to the employee on a separate check, on or before December 15th. Employees who have experienced a break in employment, except for military leave, shall not be entitled to use prior months of service in calculating longevity pay.

Included in longevity pay shall be 50% of any excess sick day hours accumulated over the maximum of three hundred twenty (320) hours for regular employees as of December 1.

Section 22.3 F.T.O. Pay

Officers and telecommunicators who are assigned as a Field Training Officers for patrol officers and telecommunicators respectively, shall be paid four (4) hours of straight pay per week while training new employees. The employee who does the majority of the training during a week shall receive the pay. Only certified telecommunicator trainers shall be eligible for this pay.

Section 22.4 Shift Differential

Officers shall be entitled to a fifty-six cent (\$.56) per hour differential for working the 6:00 p.m. to 6:00 a.m. shift. Telecommunicators shall be entitled to a fifty cent (\$.50) per hour shift differential for working the afternoon shift, and a fifty-six cent (\$.56) per hour differential for working the night shift or swing shift. The afternoon shift differential will apply to shifts

beginning on or after 1200 hours and ending on or after 2200 hours. Night Shift is beginning after 2200 hrs. Swing shift is defined as when a person is required to work a combination of shifts during a forty (40) hour work week.

Section 22.5 Pay Period

The salaries and wages of employees shall be paid bi-weekly, on Thursday of the appropriate week. In the event this day is a holiday, the preceding day shall be the pay day.

Section 22.6 Temporary Assignment

The City may, within the provisions of this Article, temporarily assign an employee to perform the duties of another position/classification within the Department, so long as the employee assigned has received the required training for such position and the assignment of such does not diminish the ability of other employees to use the benefits provided by this Agreement. Such assignment shall also not diminish the overtime opportunities for other employees within a given classification.

Section 22.7 Call-Back Pay

Any employee called back to work outside of his regularly scheduled shift or on his scheduled day off shall be paid according to the following schedule:

- (A) For call back of less than two (2) hour duration a flat rate equal to two (2) hours of work at one and one-half (1 1/2) times the employee's regular rate of pay.

- (B) For callback of more than two (2) hours duration and for callbacks after the flat amount has been earned, a rate equal to one and one-half (1 1/2) times the employee's regular rate of pay for the actual time spent at work.

Section 22.8 Stand-By Pay

An employee designated to act in stand-by status, except detectives, shall be compensated at a rate of one dollar fifty cents (\$1.50) effective July 1, 2015, and one dollar seventy-five cents (\$1.75) per hour for all hours they are on stand-by status. Detectives who are placed on stand-by status are entitled to stand-by pay of Fifty Dollars (\$50.00) per month. Stand-by pay shall not be considered hours worked for the calculation of overtime pay.

An employee on stand-by status who is called back to work shall be paid call-back pay in accordance with Section 22.6 of this Article. An employee who is on stand-by status and who works past the end of the normal shift is not eligible for call-back pay.

Section 22.9 Officer in Charge (OIC)

Any officer designated by the Chief of Police or his designee as the OIC shall receive an additional one dollar (\$1.00) per hour. Nothing herein shall require the Chief of Police to designate an OIC on any shift if in his sole discretion he believes that operational needs do not require such.

Section 22.10 L.E.A.D.S. Coordinator

The L.E.A.D.S. Coordinator shall receive an additional one (\$1.00) dollar per hour for all hours worked. For overtime purposes, the one (\$1.00) dollar per hour shall be added to the coordinator's regular straight time pay prior to figuring their overtime rate of pay.

ARTICLE 23 - UNIFORM ALLOWANCE

Section 23.1 Police Officer Uniforms

All non-probationary officers shall receive six hundred fifty (\$650) dollars each July 1 during this Agreement for clothing allowance. Invoices for reimbursement shall be presented to the Chief of Police for approval. See attached Appendix F for a list of items that will be reimbursed. The City will provide probationary officers with necessary uniforms which shall remain the property of the City unless and until successful completion of the probationary period. The City will replace or repair clothing, equipment and personal property, such as prescription eyeglasses and watches, that are damaged, lost or destroyed in the performance of duties, provided the Chief or Chief's designee is notified, in writing, of such loss, damage or destruction and the reasons and circumstances surrounding same before the officer leaves duty on the day of the occurrence. Clothing purchases must be made through an approved vendor of the City of Geneseo.

23.2 Telecommunicator Uniforms

The City will provide an initial issue of uniforms including three (3) pairs of khaki pants, two (2) short sleeve, and two (2) long sleeve polo type collared shirts in approved colors. Thereafter, the City will provide three hundred twenty-five dollars (\$325.00) each July 1 during this Agreement for replacement of approved pants and shirts. Invoices for reimbursement shall be presented to the Chief of Police for approval. Probationary employees, who are not employed for the entire fiscal year, shall receive a uniform allowance as approved by the Chief of Police. If the probationary employee becomes a regular employee in the following fiscal year he or she shall be entitled to a pro-rated uniform allowance which shall be based on the number of months as a regular employee.

ARTICLE 24 - GENERAL PROVISIONS

Section 24.1 Gender

Wherever the male gender is used in this Agreement, it shall be construed to include male and female employees.

Section 24.2 Duties of Employees

All employees are expected to perform and work in an efficient, safe and capable manner consistent within their individual classification, particularly as it affects other employees, costs and quality of the work. Employees will be held responsible for the condition of the immediate area in which they work and shall cooperate in maintaining the general cleanliness and orderliness of the work areas. The general overall cleaning and maintenance of the building and equipment of the Police Department shall be the work of employees hired for such duties.

Section 24.3 Work Rules

The City may prepare, issue, and enforce reasonable rules and safety regulations necessary for safe, orderly and efficient operations.

Section 24.4 Drug Testing

Employees covered by this Agreement shall be subject to Drug and Alcohol Testing in accordance with the policy attached to this Agreement as Appendix D.

Section 24.5 Residency

Employees shall be required to live no more than fifteen (15) miles from City Hall in order to meet the needs of the Department.

Section 24.6 Officer Pick-Up

The practice of Officer pick-up and relief shall continue according to the practice as it existed at the time of this Agreement.

Section 24.7 Payroll Changes

In the event a weekly time record for payroll is changed after submission by an employee, notification of any such change shall be made on a time sheet change by the payroll department form and submitted to the department head and employee for acknowledgment and signature.

Section 24.8 Resolution of Impasse

Collective bargaining disputes involving police officers shall be resolved in accordance with Section 14 of the Illinois Public Labor Relations Act of 1996, as it may be revised from time to time. Further, if the City and the Union cannot reach an agreement on wages or terms or conditions to be included in a successor Agreement, then the dispute for both police officers and telecommunicators shall be resolved according to the provisions of Section 14 of the above Act. If the parties should allow this Agreement to roll over, it shall not be considered to be a successor contract. All hearings shall be held in Geneseo, Illinois.

Section 24.9 Indemnification

The City agrees to indemnify sworn police officers in accordance with the provisions of 65 ILCS 5/1-4-6.

Section 24.10 Safety Issues

Recognizing that police service is a highly dangerous profession that frequently exposes employees to risks and dangers beyond those encountered by employees in other professions, each party pledges its best effort to make safe working conditions for the employees covered by the terms of this Agreement and to that end the City agrees to take reasonable measures for the safety and protection of employees during their work hours in the performance of their duty. The Union, for its part, agrees that its members covered by the terms of this Agreement, will follow all reasonable safety rules and regulations established by the City and shall report to the Chief of Police or his designee any condition that appears to be unsafe.

A ballistic vest shall be issued to each police officer. Ballistic vests shall comply with the standards established by the National Institute of Justice with regard to such vests. The City agrees to replace the ballistic vests five years after being placed in service, or sooner if called for by such standards. Officers shall be required to wear ballistic vests as directed by the Chief of Police.

ARTICLE 25 - PERSONNEL FILES

Section 25.1 Personnel Files

The Employer shall keep a central personnel file within the bargaining unit for each employee. The Employer is free to keep working files, but material not maintained in the central personnel file may not provide the basis for disciplinary or other action against an employee.

Section 25.2 Inspection

An employee shall have the right to inspect their personnel files in accordance with the provisions of the "Personal Record Review Act", 820 ILCS 40/1 et al., Illinois Compiled Statutes.

Section 25.3 Notification and Reply

Employees shall be given immediate notice by Employer when a formal, written warning or other disciplinary documentation is permanently placed in their personnel file. A copy of the written warning or disciplinary documentation shall be delivered to the employee, at which time the employee may prepare a written reply/rebuttal to the written warning or disciplinary documentation. The written reply shall be attached to the written warning or other disciplinary documentation prior to placement in the personnel file.

Section 25.4 Employee Additions to Personnel File

An employee may submit for inclusions without the necessity of supervisory approval, documents to become a permanent part of the personnel file. Such documents shall include, but not be limited to, certificates of special training, letters of commendation, documentation of accomplishment, or other material that would be favorable to the employee's interests.

ARTICLE 26 - COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which preceded 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. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this 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.

The City and the Union, 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. However, this waiver shall not apply to the impact of the exercise of management rights reserved to the City.

ARTICLE 27 - SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by an existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

If there is any conflict between the provisions of this Agreement and any legal obligations or affirmative action requirements imposed on the City by federal or state statutory or common law, administrative rule or regulation, executive order, or disposition of any lawsuit to

which the City are a party, then such legal obligations or affirmative action requirements thus imposed shall be controlling.

ARTICLE 28 - DURATION AND SIGNATURE

Section 28.1

This Agreement shall be effective from July 1, 2018 and shall remain in full force and effect until June 30, 2022. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party at least sixty (60) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 28.2

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed their signatures:

For the City of Geneseo:

For the Labor Council:

Mayor Date
Kathy Carroll-Duda

Unit I Chairman Date
Timothy Wise

City Administrator Date
Lisa A. Kotter

Unit II Chairman Date
Nancy Stoneberger

City Clerk Date
Loree Phlypo

IL FOP Field Representative Date
Jay Titus

(SEAL)

APPENDIX A – WAGES

Telecommunicators

Effective	3.00%		3.00%		3.50%		3.50%	
	6/24/2018		6/23/2019		6/21/2020		6/20/2021	
	<u>HOURLY</u>	<u>ANNUALLY</u>	<u>HOURLY</u>	<u>ANNUALLY</u>	<u>HOURLY</u>	<u>ANNUALLY</u>	<u>HOURLY</u>	<u>ANNUALLY</u>
Start	\$17.76	\$36,940.80	\$18.29	\$38,043.20	\$18.93	\$39,374.40	\$19.59	\$40,747.20
1 Year	\$18.64	\$38,771.20	\$19.20	\$39,936.00	\$19.87	\$41,329.60	\$20.57	\$42,785.60
2 Years	\$19.11	\$39,748.80	\$19.68	\$40,934.40	\$20.37	\$42,369.60	\$21.08	\$43,846.40
3 Years	\$19.54	\$40,643.20	\$20.13	\$41,870.40	\$20.83	\$43,326.40	\$21.56	\$44,844.80
4 Years	\$19.95	\$41,496.00	\$20.55	\$42,744.00	\$21.27	\$44,241.60	\$22.01	\$45,780.80
5 Years	\$20.48	\$42,598.40	\$21.09	\$43,867.20	\$21.83	\$45,406.40	\$22.59	\$46,987.20
7 Years	\$20.93	\$43,534.40	\$21.56	\$44,844.80	\$22.31	\$46,404.80	\$23.09	\$48,027.20
10 Years	\$21.47	\$44,657.60	\$22.11	\$45,988.80	\$22.88	\$47,590.40	\$23.68	\$49,254.40
13 Years	\$21.97	\$45,697.60	\$22.63	\$47,070.40	\$23.42	\$48,713.60	\$24.24	\$50,419.20
18 Years	\$22.52	\$46,841.60	\$23.19	\$48,235.20	\$24.00	\$49,920.00	\$24.84	\$51,667.20
22 Years	\$23.07	\$47,985.60	\$23.76	\$49,420.80	\$24.60	\$51,168.00	\$25.46	\$52,956.80

Patrolman

Effective	3.00%		3.00%		3.50%		3.50%	
	6/24/2018		6/23/2019		6/21/2020		6/20/2021	
	<u>HOURLY</u>	<u>ANNUALLY</u>	<u>HOURLY</u>	<u>ANNUALLY</u>	<u>HOURLY</u>	<u>ANNUALLY</u>	<u>HOURLY</u>	<u>ANNUALLY</u>
Start	\$24.07	\$50,065.60	\$24.79	\$51,563.20	\$25.66	\$53,372.80	\$26.56	\$55,244.80
1 Year	\$25.20	\$52,416.00	\$25.96	\$53,996.80	\$26.87	\$55,889.60	\$27.81	\$57,844.80
2 Years	\$25.86	\$53,788.80	\$26.64	\$55,411.20	\$27.57	\$57,345.60	\$28.54	\$59,363.20
3 Years	\$26.49	\$55,099.20	\$27.29	\$56,763.20	\$28.24	\$58,739.20	\$29.23	\$60,798.40
4 Years	\$27.10	\$56,368.00	\$27.91	\$58,052.80	\$28.89	\$60,091.20	\$29.90	\$62,192.00
5 Years	\$27.78	\$57,782.40	\$28.61	\$59,508.80	\$29.61	\$61,588.80	\$30.65	\$63,752.00
7 Years	\$28.41	\$59,092.80	\$29.26	\$60,860.80	\$30.28	\$62,982.40	\$31.34	\$65,187.20
10 Years	\$29.12	\$60,569.60	\$29.99	\$62,379.20	\$31.04	\$64,563.20	\$32.13	\$66,830.40
13 Years	\$29.84	\$62,067.20	\$30.73	\$63,918.40	\$31.81	\$66,164.80	\$32.92	\$68,473.60
18 Years	\$30.52	\$63,481.60	\$31.43	\$65,374.40	\$32.53	\$67,662.40	\$33.67	\$70,033.60
22 Years	\$31.27	\$65,041.60	\$32.21	\$66,996.80	\$33.34	\$69,347.20	\$34.50	\$71,760.00

Sergeants

Effective	3.00%		3.00%		3.50%		3.50%	
	6/24/2018		6/23/2019		6/21/2020		6/20/2021	
	<u>HOURLY</u>	<u>ANNUALLY</u>	<u>HOURLY</u>	<u>ANNUALLY</u>	<u>HOURLY</u>	<u>ANNUALLY</u>	<u>HOURLY</u>	<u>ANNUALLY</u>
Start	\$26.49	\$55,099.20	\$27.29	\$56,763.20	\$28.24	\$58,739.20	\$29.23	\$60,798.40
1 Year	\$27.78	\$57,782.40	\$28.61	\$59,508.80	\$29.61	\$61,588.80	\$30.65	\$63,752.00
2 Years	\$28.41	\$59,092.80	\$29.26	\$60,860.80	\$30.28	\$62,982.40	\$31.34	\$65,187.20
3 Years	\$29.12	\$60,569.60	\$29.99	\$62,379.20	\$31.04	\$64,563.20	\$32.13	\$66,830.40
4 Years	\$29.84	\$62,067.20	\$30.73	\$63,918.40	\$31.81	\$66,164.80	\$32.92	\$68,473.60
5 Years	\$30.52	\$63,481.60	\$31.43	\$65,374.40	\$32.53	\$67,662.40	\$33.67	\$70,033.60
7 Years	\$31.27	\$65,041.60	\$32.21	\$66,996.80	\$33.34	\$69,347.20	\$34.50	\$71,760.00
10 Years	\$32.04	\$66,643.20	\$33.00	\$68,640.00	\$34.16	\$71,052.80	\$35.36	\$73,548.80
13 Years	\$32.86	\$68,348.80	\$33.84	\$70,387.20	\$35.03	\$72,862.40	\$36.25	\$75,400.00
18 Years	\$33.58	\$69,846.40	\$34.59	\$71,947.20	\$35.80	\$74,464.00	\$37.05	\$77,064.00
22 Years	\$34.40	\$71,552.00	\$35.43	\$73,694.40	\$36.67	\$76,273.60	\$37.96	\$78,956.80

APPENDIX B - 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 City of Geneseo, 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, in such manner as it so directs.

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____
Personal Email: _____

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 for deductibility.



APPENDIX C – GRIEVANCE

(use additional sheets where necessary)

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)/Sections(s) violated: _____, and all applicable Articles.

Briefly state the facts: _____

Remedy Sought: _____

_____, in part and in whole, make grievant 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

Lodge/Unit No. / Year / Grievance No.

STEP THREE

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

STEP FOUR
REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative



APPENDIX D - DRUG AND ALCOHOL TESTING

Section 1 Statement of Policy

It is the policy of the City of Geneseo that the public has the right to expect persons employed by the City to be free from the effects of drugs and alcohol. The City, as the employer, has the right to expect their employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such a manner as to not violate any established rights of the employees.

Section 2 Prohibitions

Employees shall be prohibited from:

- a. Consuming or possessing alcohol or illegal drugs at any time during the work day or anywhere on any City premises or job sites, including City buildings, properties, vehicles and the employee's personal vehicle while engaged in City business, except as required in the line of duty;
- b. Illegally possessing, selling, purchasing or delivering any illegal drug, except as required in the line of duty;
- c. Being under the influence of alcohol or illegal drugs during the course of the work day;
- d. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

For the purposes of this section, illegal drugs are defined as any drug which is not legally obtainable; is not being issued for prescribed dosages; or any drug which is prescribed but prescribed to another person.

Section 3 Drug and Alcohol Testing Permitted

- a. Reasonable Evidence: Any employee suspected of drug or alcohol use as a result of reasonable evidence upon reporting to work, during the work day, or upon completion of the day's work activity may be subject to a reasonable cause urine drug or breath alcohol test. A reasonable cause observation form must be completed and signed by at least one qualified supervisor within twenty-four hours of the observation that led to a reasonable cause test (Attached is a copy of Form DA-5F). There shall be no random or unit wide testing of employees. The foregoing shall not limit the right of the City to conduct such tests as it may deem appropriate for persons seeking employment as police employees prior to their date of hire.
- b. Officer Involved Shooting: When a law enforcement officer discharges his or her firearm resulting in injury or death to a person or persons while on duty pursuant to 50 ILCS 727/1-25, the City shall have the right to order the officer to submit to alcohol or drug testing as set forth in this Agreement. At least one supervisory personnel who is not a member of the bargaining unit represented by the Lodge must certify that the officer discharged his or her firearm resulting in injury or death to a person or persons, prior to any order given to submit to the testing authorized herein.
- c. Employees covered by this Agreement may be subject to random drug testing, so long as all City of Geneseo employees are subject to the same such testing. Random testing will be conducted in a non-discriminatory fashion, using a method by which all

department members have a statistically equal chance of being selected for testing at a given time. No member covered by this agreement shall be subject to a higher percentage of random testing than any other City of Geneseo employee. Any such random testing shall be conducted and administered by an outside certified medical facility under contract with the City of Geneseo.

Section 4 Order to Submit to Testing

At the time an employee is ordered to submit to testing authorized by this Agreement, the City shall provide the employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted a reasonable opportunity, not to exceed one hour, to consult with a representative of the Labor Council at the time the order is given. No questioning of the employee shall be conducted without first affording the employee the right to Labor Council representation and/or legal counsel. Refusal to submit to such testing shall be considered a positive test and shall subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

Section 5 Tests to be Conducted

In conducting the testing authorized by this Agreement, the City shall:

- a. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the Substance Abuse and Mental Health Services Administration (SAMHSA) or the U.S. Department of Health and Human Services (DHHS);
- b. Ensure that the laboratory or facility selected conforms to all (SAMHSA) or (DHHS) standards;
- c. Establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- d. Provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results;
- e. Ensure that no employee is the subject of any adverse employment action except emergency temporary reassignment with pay during the pendency of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of negative test result.

Section 6 Drug Testing

In conducting drug testing, the laboratory or facility conducting the drug test shall:

- a. Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;
- b. Collect samples in such a manner as to preserve the individual employee's rights to privacy, insure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the employee has attempted to compromise the accuracy of the testing procedure;

- c. Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug metabolites;
- d. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the City within seventy-two (72) hours of receiving the results of the tests;
- e. Require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing, or the results thereof be obtained by the City inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature of the number of tests administered), the City will not use such information in any manner or forum adverse to the employee's interests.

Section 7 Alcohol Testing

In conducting alcohol testing, the laboratory or facility conducting the alcohol test shall:

- a. Conduct tests using a certified "Evidential Breath Testing" ("EBT") device, that prints out the results, date, time, a sequential test number, name and serial number of the EBT. The alcohol test must be conducted by a "breath alcohol technician" ("BAT") who is trained to operate the EBT and if proficient in all breath alcohol testing procedures.
- b. Conduct two breath tests to determine if a person has a prohibited alcohol concentration. A "screen test" shall be conducted first. Any result less than .02 alcohol concentration is considered a "negative test". If the alcohol concentration is .02 or greater, a second or "confirmation test" must be conducted. If the alcohol concentration is .04 or greater, the test shall be considered to be positive.
 - 1. In the event the results of a "screen" and "confirmation" tests produce a result of .02 or more, but less than .04 alcohol concentration, the City may reassign or send the employee home should the City reasonably believe the employee's ability to perform his assigned work is impaired. Any employee sent home as a result of this section may be allowed to use accrued time off to compensate for the hours of work lost.
 - 2. An employee who produces a test result of .02 or more, but less than .04 alcohol concentration may also be subject to counseling or discipline of up to and including a three-day suspension by the Chief of Police.
 - 3. In any subsequent testing of an employee where the results in alcohol concentration levels are .02 or more, but less than .04, the employee shall be subject to the provisions of Section 10 – Discipline of this policy.
- c. Failure of an employee to provide an adequate amount of breath will cause the employee to be immediately referred for a medical evaluation to develop pertinent information concerning the employee's inability to provide the adequate amount of breath is genuine or constitutes a refusal to test. The physician who makes the

medical evaluation shall submit a written evaluation to the City's Medical Review Officer who will make a conclusion in writing to the City. While this process is being accomplished, the employee shall be placed on an unpaid leave of absence.

Section 8 Right to Contest

The Council and/or the employee, with or without Council, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, or the significance and accuracy of the tests. Such grievances shall be commenced at Step 3 of the grievance procedure. It is agreed that the parties in no way intend to have in any manner restricted, diminished or otherwise impair any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Council.

Section 9 Voluntary Requests for Assistance

Any employee who desires to seek assistance for themselves when no violations of this policy have occurred shall be advised of resources available for evaluation and treatment. The use of sick leave, vacation, or other leave time for treatment shall be allowed in accordance with the terms of the collective bargaining agreement. Any employee who opts for evaluation and treatment shall be responsible for all associated costs except those which are otherwise allowed costs under provisions of the City's insurance policy.

Section 10 Discipline

Any employee who has engaged in violations of this policy will be advised by the City of resources available to the employee in evaluating and resolving problems associated with the misuse of drugs or alcohol. The employee will have the option of undergoing an evaluation and completing a treatment plan conducted by the City's Substance Abuse Professional (SAP); or termination of employment.

An employee who opts for evaluation and treatment shall follow the prescribed course of treatment in compliance with the recommendations of the SAP. The use of sick leave, vacation or other leave time for treatment shall be allowed in accordance with the collective bargaining agreement. An employee who opts for an evaluation and treatment shall authorize the SAP to release progress reports to the City. Employees shall be responsible for all associated costs of the evaluation and treatment except those which are otherwise allowed costs under provisions of the City's insurance policy.

Prior to being eligible to return to duty, an employee who has tested positive for drugs or alcohol shall be required to take a return-to-duty alcohol and drug test. Employees who have tested positive for drugs or alcohol shall be subject to at least six (6) unannounced drug tests or breath alcohol tests in the first twelve (12) months after return-to-duty. Follow up testing shall not extend beyond sixty (60) months.

Following any second violation of this policy, an employee's employment with the City of Geneseo shall be terminated, subject in the case of police officers to confirmation by the Board of Police and Fire Commissioners.

APPENDIX E - DISCIPLINE APPEAL FORM

THE EMPLOYEE IS TO EXECUTE ONE, BUT NOT BOTH, OF THE FOLLOWING OPTIONS IN ORDER TO ELECT THE FORUM IN WHICH TO CONTEST DISCIPLINE:

OPTION 1: ELECTION TO USE THE GRIEVANCE/ ARBITRATION PROCEDURE:

ELECTION, WAIVER AND RELEASE TO USE GRIEVANCE/ARBITRATION WITH REGARD TO DISCIPLINE WHICH WOULD OTHERWISE BE SUBJECT TO THE JURISDICTION OF THE BOARD OF FIRE AND POLICE COMMISSIONERS

I, _____, being proposed for discipline by the Geneseo Police Department hereby elect to pursue a grievance over such discipline according to the appropriate provisions of the collective bargaining agreement between the City of Geneseo, Illinois, and the Union. I agree that such grievance shall be a waiver of my rights as provided by the Illinois Municipal Code, Division 2.1, Board of Fire and Police Commissioners, 65 ILCS 5/10-2.1 *et seq.*, as amended, in favor of the rights and remedies afforded to me under the provisions of the collective bargaining agreement between the City of Geneseo and the Union.

I understand that I have three (3) business days to submit a copy of the Election Form and Decision to the Union for approval to arbitrate the discipline. The Union shall have an additional seven (7) business days to approve or deny the request for arbitration. If the Union authorizes an arbitration concerning the discipline, it shall notify the Chief or the Chief's designee in writing of the intent to arbitrate within ten (10) business days of the issuance of the Decision to Discipline. If approved by the Union for arbitration, the Election Form shall constitute a grievance which shall be deemed filed at the arbitration step of the grievance procedure. When a grievance is elected, the arbitrator will determine whether the discipline was imposed with just cause, and whether the discipline was excessive. If the arbitration is not approved by the Union within ten (10) business days of the Decision to Discipline, I retain my right to appeal discipline before the City Fire and Police Commission in accordance with the Illinois Municipal Code, Division 2.1, Board of Fire and Police Commissioners, 65 ILCS 5/10-2.1 *et seq.*, as amended. If grievance arbitration is elected, the City has the right to unilaterally impose the proposed discipline immediately, subject to possible later modification or reversal by an arbitrator if the Chief simultaneously provides the officer with a copy of all reports and evidence which has been relied upon by the Chief to demonstrate the alleged rule violation, including mitigating and exculpatory evidence.

By election to file a grievance over my discipline, I hereby release the City of Geneseo, the Board of Fire and Police Commissioners and the Union, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

Signed this _____ day of _____, 20____.

By:_____

Notary Public, _____ County, Illinois
My commission expires _____

Approved for arbitration

Date

Received by the Chief of Police's Office: _____, 20____

OPTION 2: ELECTION TO HAVE A HEARING BEFORE THE BOARD OF FIRE AND POLICE COMMISSIONERS OF THE CITY OF GENESEO AND TO WAIVE GRIEVANCE/ ARBITRATION:

ELECTION, WAIVER AND RELEASE TO HAVE A HEARING BEFORE THE BOARD OF FIRE AND POLICE COMMISSIONERS AND TO WAIVE THE GRIEVANCE/ARBITRATION PROCEDURE

I, _____, being subject to discipline by the City of Geneseo Police Department hereby elect to have a hearing over such discipline before the Board of Fire and Police Commissioners of the City of Geneseo in accordance with their rules and the laws of the State of Illinois as provided within the Illinois Municipal Code, Division 2.1, Board of Fire and Police Commissioners, 65 ILCS 5/10-2.1 *et seq.*, as amended. I agree that such hearing shall be a waiver of the grievance/ arbitration procedures of the collective bargaining agreement between the City of Geneseo and the Union.

I hereby acknowledge that charges will be filed with the Board of Fire and Police Commissioners requesting my discipline.

By election to have a hearing before the Board of Fire and Police Commissioners over my suspension or discharge, I hereby release the City of Geneseo, the Board of Fire and Police Commissioners and the Union, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

Signed this _____ day of _____, 20____.

By: _____

Subscribed and sworn to before me this
Day of _____, 20 ____

Notary Public, _____ County, Illinois
My commission expires _____

Received by the Chief of Police's Office: _____, 20____

APPENDIX F - EQUIPMENT LIST

Geneseo FOP Union Equipment List
Badge (Chest)- if approved by Chief
Badge (Hat) if approved by Chief
Sunglasses up to \$75.00
Nameplates if approved by Chief
Ear protection and shooting eye wear with prior approval
Cloth name tags and badges
Holster if approved by Chief
Handcuff Case
Duty Belt
Duty Pants Belt, No BDU, approved uniform pants and special duty
Baton Holder
Belt Keepers
No socks or undergarments. Two pairs of winter garments allowed
Mace Holder
Glove Holder
Magazine Holder
Ticket Book Case
Clipboard
Handcuffs- no bright colors other than approved
Necktie
Summer Uniform Shirts
Winter Uniform Shirts
Traffic Safety vests
Fall Uniform Jacket
Winter Uniform Jacket
Uniform Shoes and duty boots
Raincoat
Uniform Hat (8-Point)
Uniform Hat Rain Cover
Summer Ball Cap
Bullet Proof Vest- provided by city
Search gloves and winter gloves or hat
Duty Bag or Briefcase up to \$100

Subject to change. Discretion on items not on list. Depends on duty assignment.