

AGREEMENT

Between

CITY OF ELGIN

And

**POLICEMEN'S BENEVOLENT AND
PROTECTIVE ASSOCIATION, UNIT #54**

**January 1, 2017
To
December 31, 2019**

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AGREEMENT

This Agreement is made by and between the City of Elgin (herein called "City") and the Policemen's Benevolent and Protection Association, Unit #54 (herein called "Association") for and on behalf of all full-time Police Officers employed by the City, and sets forth the wages, hours and other terms and conditions of employment for the period January 1, 2017 through December 31, 2019. Each employee represented by the Association will receive a copy of this Agreement.

Article 1. Recognition

The city recognizes the Association as the sole and exclusive bargaining representative for all full-time employees holding the official rank of Police officer and for the purpose of negotiating wages, hours and other terms and conditions of employment.

Article 2. Management Responsibilities

The City shall retain the sole right and authority to operate and direct the affairs of the City and the Police Department in all of its various 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. Among the rights retained is the City's right to determine its mission and set standards of service offered to the public; to direct the working forces; to assign overtime; to plan, direct, control and determine the operations or services to be conducted in or at the Police Department or by employees of the City; to assign and transfer employees within the Police Department; to hire, promote, demote, suspend, discipline, or discharge for just cause, or relieve employees due to lack of work or for other legitimate reasons; to make and enforce rules and regulations; to change methods, equipment, or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the specific provisions of this Agreement. Any matters within the jurisdiction of the Elgin Board of Fire and Police Commissioners shall not be affected by the terms of this paragraph.

Article 3. Non-Interruption of Work

The Association, its officers and agents, and the employees covered by this Agreement, agree not to instigate, promote, sponsor, engage in, or condone any concerted interruption of work, including any strike, stoppage of work, slowdown, sympathy strike, or any other concerted action which results in interruption of operations. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City in accordance with the procedures of the City. The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Association; however, this provision shall not apply to a reduction in the work force or layoffs.

Article 4. Wages

Section a. Salary Range. The beginning Police Patrol Officer shall start at step one of the salary range set forth below. Upon attainment of satisfactory performance evaluation after six (6) months of employment, he/she shall advance to step two (2) of the Police Patrol Officers' salary range and shall, following attainment of satisfactory performance evaluation, advance to

further steps in said salary range at twelve (12) month intervals thereafter until reaching the range maximum.

Any Police Patrol Officer receiving an unsatisfactory performance evaluation required for the above advancements shall be reviewed again within ninety (90) days of the unsatisfactory evaluation. Step increases covered in this provision may not be withheld for a period longer than ninety (90) days from the date of the officer's original unsatisfactory evaluation. If an officer believes that he/she has been unreasonably denied a step advancement based on an unsatisfactory evaluation, he/she may file a grievance in accordance with the provisions of Article 14 of this Agreement.

Effective January 1, 2017, the base monthly and annual salary ranges of employees covered by this Agreement shall be:

I	II	III	IV	V	VI
\$ 5,692	\$ 6,048	\$ 6,651	\$ 7,107	\$ 7,406	\$ 7,825
\$68,301	\$72,566	\$79,809	\$85,292	\$88,865	\$93,892

Effective January 1, 2018, the base monthly and annual salary ranges of employees covered by this Agreement shall be:

I	II	III	IV	V	VI
\$ 5,834	\$ 6,199	\$ 6,818	\$ 7,285	\$ 7,591	\$ 8,020
\$70,008	\$74,380	\$81,804	\$87,425	\$91,087	\$96,239

Effective January 1, 2019, the base monthly and annual salary ranges of employees covered by this Agreement shall be:

I	II	III	IV	V	VI
\$ 5,980	\$ 6,354	\$ 6,988	\$ 7,467	\$ 7,781	\$ 8,221
\$71,759	\$76,240	\$83,849	\$89,610	\$93,364	\$98,645

The foregoing salary increases are in addition to all in-range step increases to which employees may be eligible for on their anniversary dates during the term of this Agreement.

Any Police Officer designated at the discretion of the Police Chief as a Senior Police Officer shall be paid no less than an additional four percent (4%) above his/her step on the monthly, salary schedule for the period of time so designated. Any such discretionary designation shall be made from each shift after shift selections are completed each year and a shift roster established. Designation shall be based on two criteria: interest and rating of average or above in the most recent evaluation.

Any Police officer designated at the discretion of the Police Chief as a Police Administrative Officer shall be paid an additional two percent (2%) above his/her step on the

monthly salary schedule in lieu of holiday pay, and shall not be required to work on a holiday, for the period of time so designated by the Police Chief.

Any police officer designated at the sole discretion of the Police Chief as a Field Training Officer shall be paid an additional four percent (4%) above his/her step on the monthly salary schedule for regular duty hours, not including overtime or any other benefit time, for the period of time so designated.

Section b. Retroactivity. Not applicable for the current contract term.

Section c. Longevity Pay.

Effective January 1, 2014, employees with continuous service in a position covered by this Agreement shall receive annual longevity pay in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Amount of Annual Longevity Pay</u>
10 years but less than 15 years	2% of Step VI of the Yearly Salary for the Police Officer Position
15 years but less than 20 years	2.5% of Step VI of the Yearly Salary for the Police Officer Position
20 years or more	3% of Step VI of the Yearly Salary for the Police Officer Position

Longevity pay shall be considered part of the employee's base salary for the purpose of computing the employee's hourly rate of pay and for overtime purposes.

Section d. Language Proficiency Stipend. Effective January 1, 2005, the first full month after an employee is certified by the City or by a third party selected by the City to be proficient in Spanish, Laotian, or sign language, the employee shall be paid a stipend of \$50 per month.

Section e. Pension Pickup. The City shall "pick-up" the police officer's pension contributions out of the police officer's salary as authorized by 40 ILCS Section 5/3-125.2 of the Illinois Pension Code.

Article 5. Hours of Work and Overtime

Section a. Application of This Article. This article is intended to define the normal hours of work and provide the basis for the calculation and payment of overtime and shall not be construed as a guarantee of hours of work per day or per week, or a guarantee of days of work per week.

Section b. Normal Work Hours and Period. The normal hours of work shall consist of a daily eight (8)-hour shift assignment and an average one-quarter (1/4)-hour training period. The normal work period shall consist of twenty-eight (28) days, with employees being regularly scheduled for twenty (20) days of such twenty-eight (28)-day period.

Section c. Overtime Pay. Employees covered by this Agreement shall be paid one and one-half times their straight-time hourly rate of pay based on a forty-one and one-quarter (41-1/4) hour average work week.

For purposes of overtime pay calculations only, the regularly scheduled workday for shift employees shall terminate eight and one-quarter (8-1/4) hours after the employee is scheduled and required to report for duty. The regularly scheduled workday for non-shift employees shall terminate after eight (8) hours of scheduled duty time has elapsed.

Overtime pay shall be paid based on fifteen (15) minute overtime work increments and shall be rounded to the nearest fifteen (15) minute increment.

Section d. Court Overtime. An employee attending court while off-duty shall receive a minimum of three (3) hours compensation, or his/her actual time, whichever is greater, at one and one-half (1-1/2) times the employee's straight-time hourly rate of pay. However, an employee attending a court call that is contiguous with his/her regularly scheduled duty time shall be paid one and one-half (1-1/2) times his/her straight-time hourly rate of pay for actual time worked in the court call. For court calls immediately preceding the regularly scheduled duty day, actual time worked shall mean that time between the time the employee's presence in court is required and the beginning of the regularly scheduled duty day. For court calls immediately following the regularly scheduled duty day, actual time worked shall mean that time between the time the regularly scheduled duty day ends and the time the employee's presence in court is no longer required. No officer shall be denied a requested day off solely for the purpose of avoiding the payment of said court overtime, provided that no officer shall request court days off solely for the purpose of gaining court overtime. For the purposes of clarification, an employee attending a required pretrial conference with the State's Attorney's Office while off duty qualifies for court overtime pursuant to this Section.

Section e. Court Standby. Employees covered by this Agreement shall receive \$50.00 per day when they are on court standby or their actual pay for time required to be in court, whichever is greater.

Section f. Callout. An employee called to work (excluding court calls in other than a court standby situation) while off duty, either before starting or after having completed his/her assigned work shall receive \$75 and his/her actual time worked, at one and one-half (1-1/2) times the employee's straight time hourly rate of pay so long as the employee reports to work prepared

for duty within ninety (90) minutes of the call. This time period shall not be unreasonably construed. This section shall not apply to holdovers.

The foregoing \$75 payment for a callout shall not be applicable when an employee is called back to correct an error or omission before the employee's next scheduled shift. All prior side letters, agreements and past practices regarding callout payments are hereby extinguished.

Section g. Details. A detail list shall be established for all sworn members of the Police Department who wish to participate on details. Overtime details shall be available as much as possible to everyone on the detail list. Details shall be assigned on a rotating basis and where a specific officer is requested by a customer for a detail, such request shall be reviewed by the Chief or his designee to ensure that some degree of equity is maintained in the assignment of details.

Officers trading details will supply a detail form signed by the officer originally assigned to the detail and the officer who has agreed to work the detail. The form will then be submitted to the detail supervisor. Officers who accept the details will be responsible for working the detail.

If an officer signs up for detail work and/or receives a detail from another officer and does not report for said detail, and/or fails to locate a replacement in his/her absence on more than two occasions during any six month period, as disciplinary action, his/her name shall be removed from the detail list for a period of time not to exceed twelve (12) months.

Section h. Hirebacks. When hirebacks are necessary, manpower shall be hired back, to the extent possible, on a rotating basis by seniority from a list of volunteers. If there are no volunteers from the shift in which the shortage exists, management has the right to utilize manpower from other shifts or divisions according to availability.

Officers must work at least one (1) hireback per year. If the officer(s) does not work at least one (1) hireback in a year, the officer(s) will be removed from the list for a period of three (3) months.

Section i. Off Duty Calls. If an officer is required to make an off duty telephone call, the officer shall receive one-half hour pay at time and one-half overtime. Details covered in Section 5(g) above and hireback, covered in Section 5(h) will not be subject to the provisions of this section.

Section j. Selection/Assignment to Permanent Shifts. For employees with five (5) years of seniority or more as of December 1 of the year in which assignments are being made for police patrol positions for the following year on each of the shifts (not to exceed four (4)), such assignments shall be done by seniority. Prior to the making of the remaining police patrol shift assignments for the following year, employees with less than five (5) years of seniority as of December 1 may submit a written request to the Police Chief or his/her designee setting forth their preference for a given shift, together with the reasons for making the request. While any such requests shall be considered (including the relative seniority of the officers making such requests) by the Police Chief or his/her designee, the final right to make the remaining shift assignments shall be retained by the Police Chief in order to insure that the overall needs of the

Police Department are met. Such assignments shall not be made for arbitrary, capricious or discriminatory reasons.

Notwithstanding the foregoing, the Police Chief shall have the right to transfer officers after they have selected, or have been permanently assigned to, a shift under this Section in order to meet the bona fide operational needs of the Department (e.g., loss of an employee filling a specialty position, retirement, injury or other long-term leave, changes necessitated due to personnel problems adversely affecting operations, etc.) officers shall be given as much notice as practicable of such transfers. Such transfers shall not be made for arbitrary, capricious or discriminatory reasons. It is understood that where an officer is transferred to another shift due to departmental need the department shall make necessary effort to effect reassignment such officer back to his former shift as soon as operationally possible.

It is further agreed that, as much as possible, days off shall be granted by the applicable sergeant as requested and employees shall be allowed weekends before and after scheduled vacations off. Additionally, single vacation days may be granted when, in the discretion of the applicable sergeant, such requested day off conforms to the operational needs of the department. Absent emergency circumstances justifying a deviation, duty trades shall be limited to six (6).

Section k. Biweekly Pay. The City shall continue its current practice relating to paying employees biweekly (i.e., once every two weeks); provided that if the City determines that changes are necessary, any such changes shall be reviewed with the Association prior to implementation.

Section l. Compensatory Time. In lieu of overtime pay, an employee may accrue up to sixty (60) hours of compensatory time. The option of accruing compensatory time or being paid overtime pay shall be within the sole discretion of the employee. Notwithstanding the foregoing, no employee may earn or accrue compensatory time when working for someone who is using compensatory time. Additionally, no compensatory time may be earned or accrued by probationary employees. For each hour of overtime for which the employee would have been paid time and one-half, the employee shall be granted one and one-half (1-1/2) hours of compensatory time.

Not more than sixty (60) hours of compensatory time may be carried over into a new fiscal year. Any employee who has accrued more than sixty (60) hours of compensatory time at the end of the fiscal year as a result of not being able to use said compensatory time through no fault of the employee shall be paid at the applicable hourly rate on the last payroll period in the fiscal year for all hours in excess of sixty (60).

Employees desiring to schedule compensatory time shall provide advance notice of at least seventy-two (72) hours, provided that the Police Chief or his designee can waive this advance notice requirement on a case-by-case basis. The scheduling of compensatory time shall be within the discretion of the Police Chief or his designee; provided, however, such requests to schedule compensatory time shall be granted unless to do so would be unduly disruptive to the City's operations. For purposes of this Section l, the term "unduly disruptive" shall mean that the Chief of Police or the Chief's designee reasonably and in good faith anticipates that the granting of requested compensatory time would impose an unreasonable burden on the City's

ability to provide services of acceptable quality and quantity for the public during the time requested without the use of the employee's services. Additionally, a maximum of four (4) employees per shift may use compensatory time, provided, however, more than four (4) employees on a shift may use compensatory time unless it would require mandating other employees. The parties further agree that compensatory time shall not be utilized on holidays, or weekends associated with holidays, unless authorized by the Chief of Police or the Chiefs designee.

Section m. Split Shifts. In the absence of a legitimate operational need, employees shall not be involuntarily assigned to a split shift. It shall not be considered a legitimate operational need to assign an employee to a split shift solely to avoid paying an employee overtime pay or compensatory time.

Section n. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Employees shall not be paid overtime for a voluntary hireback during normal work hours in such situations where an officer is also compensated for benefit (e.g., vacation and compensatory) time. An employee who volunteers for hireback during normal duty hours shall retain his benefit hours and be compensated at his normal duty pay rate.

Employees who are involuntarily returned to duty while on vacation or compensatory leave (e.g., callout or court subpoena) shall be paid at the overtime rate.

Overtime payments shall not be granted in conjunction with sick leave at any time. Employees may not work overtime details when they have called in sick for their shift that day.

Article 6. Life Insurance

Effective the beginning of the first month immediately following the ratification of this Agreement by both parties, the City shall provide each employee covered by this Agreement who has been employee full-time for thirty (30) days or more with a paid \$70,000 group term life insurance policy (including accidental death and dismemberment).

It is agreed that the City's obligation under this Article is limited solely to the payment of the cost of the insurance program provided thereunder and employees and their beneficiaries shall be entitled to benefits only in accordance with and governed by the terms and conditions of the insurance policies issued to provide such benefits. Neither the City, nor the Association, shall themselves be obligated to pay any insurance benefit provide under this Article directly to employees or their dependents or beneficiaries.

The City retains the right to change insurance carriers or otherwise provide for coverage (e.g., self-insurance) as long as the level of benefits remains substantially the same.

Article 7. Holidays

The employees covered by this Agreement shall have the following twelve (12) days considered as holidays: New Year's Day; Martin Luther King's birthday; President's Day (third

Monday in February); Easter Sunday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; the afternoon four (4) hours on Christmas Eve; Christmas Day; and the afternoon four (4) hours on New Year's Eve.

Section a. Observance. The standard observance of recognized holidays will be on the day they occur. However for non-shift employees working Monday through Friday, when a holiday falls on a Sunday, the following Monday shall be observed as the holiday; or when a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday, except as provided in Section b. of this Article.

Section b. Christmas and New Year's Eve. In order to implement the one-half (1/2) day holiday on Christmas Eve (December 24) and New Year's Eve (December 31), non-shift employees shall be entitled to the following holiday provision depending on the day of the week on which Christmas Eve and New Year's Eve falls:

<u>Day of Which Eves Fall</u>	<u>Provision</u>
Monday	the full day before Christmas (December 24)
Tuesday, Wednesday, and Thursday	one-half (1/2) day on both Christmas Eve and New Year's Eve
Friday, Saturday and Sunday	one (1) floating holiday to be taken between Thanksgiving Day and December 31st

Section c. Remuneration. All employees assigned to the Patrol, Traffic or Major Investigative Divisions shall receive an additional eight (8) hours holiday pay at their straight-time hourly rate whether the holiday is worked or not. Further, employees in these divisions who are scheduled and actually work on New Year's Day, Independence Day or Christmas Day shall receive a further four hours holiday pay, thus receiving a total of an additional twelve (12) hours holiday pay at their straight-time hourly rate.

1. All other employees who are scheduled, to work on an observed holiday shall receive an additional eight (8) hours pay at their straight-time hourly rate.
2. All other employees who are not scheduled to work on an observed holiday but who are called out to work on said holiday shall be paid in accordance with the callout provisions of Article 5, Section f.

Section d. Eligibility Requirements. In order to be eligible for holiday pay, the employee must work his/her last full scheduled working day immediately preceding and his/her first full scheduled working day immediately following the day observed as a holiday, unless the employee's absence from work is excused by his/her supervisor and is chargeable to authorized paid leave.

Article 8. Uniform Allowance

All new Police Officers will be provided at the City's expense all uniform items authorized for wear, inclusive of weapon, radio, leather gear, uniforms, and miscellaneous items, as set forth in Appendix C hereto. During their probationary period, officers shall be paid \$10 on every paycheck as a cleaning allowance. Upon completion of their probationary period, officers shall be eligible for a uniform/cleaning allowance as herein provided.

With the exception of the City's body armor, radio and holder, and weapon and magazines, upon successful completion of the probationary period all uniform and equipment items shall become the property of the employee, including items provided prior to January 1, 2002 under the Quartermaster system.

Effective January 1, 2017, non-probationary Officers assigned to a uniformed position will receive \$1,250 each calendar year to purchase authorized uniforms and equipment as set forth in Appendix C and to maintain and clean such uniforms and equipment. Non-probationary officers assigned to a non-uniformed position will receive \$1,250 each calendar year to purchase authorized civilian attire; uniform items and equipment. The method of payment shall consist of two payments, one for \$625 to be issued with the paycheck for the second full payroll period in January, and the other with the first paycheck in July.

The type, style, and/or color of uniforms shall be determined by the Police Chief, but the Police Chief will consider any recommendations made by the Union concerning same, provided that if, due to a change in uniform type, style, or color implemented by the Chief, Officers are required to wear a different uniform than those previously issued, the Department shall provide each such Officer with a new initial uniform issue of the changed items. The Police Chief or his designee may establish reasonable rules and policies concerning the use and wearing of uniforms.

If an employee is able to establish that an authorized uniform or equipment item has been damaged, destroyed, or contaminated with blood-borne pathogens in the line of duty through no fault of the employee, the City will replace, repair and/or clean such damaged, destroyed or contaminated item at its expense.

Article 9. Vacations

Employees covered by this Agreement who have been employed by the City for a period of at least one year shall be entitled to a vacation as follows:

<u>Years of Continuous Service</u>	<u>Length of Vacation</u>
First (1st) year to sixth (6 th) anniversary	Two (2) weeks - 80 hours
Seventh (7 th) year to thirteenth (13 th) anniversary	Three (3) weeks - 120 hours

Fourteenth (14th) year to twenty-first (21st) anniversary Four (4) weeks - 160 hours

Twenty-second (22nd) year and over Five (5) weeks - 200 hours

The employee's anniversary date of continuous employment from the last date of hire as a full-time employee shall be the basis of calculation for length of service.

Section a. Accrual.

Vacation hours are accrued each biweekly pay period if the employee is paid for a minimum of sixty (60) hours inclusive of holiday, vacation, sick leave, worker's compensation or authorized leave "with pay". An employee does not earn vacation hours while he/she is absent "without leave"; on "leave without pay"; or is using accrued vacation hours over a period of time upon retirement. Employees shall be allowed to accumulate vacation according to the provisions of city ordinance S11-09, providing for the accumulation of vacation leave.

Section b. Vacation Pay. While on vacation, an eligible employee shall continue to receive his/her regular pay.

Section c. Scheduling. For officers with assignments outside of patrol, vacations shall be scheduled insofar as practicable at times most desired by each employee in increments of up to two(2) weeks, with the determination of preference being made on the basis of an employee's length of continuous service. It is expressly understood that the final right to designate the vacation period and the maximum number of employees who may be on vacation at any one time is exclusively reserved by the Chief of Police in order to insure the orderly performance of the services provided by the City.

Patrol division officers shall choose vacation periods annually during the beginning of each year, with each officer having the option to choose two (2) vacation periods per round. That is, the most senior officer would have first choice with the option to choose either one (1) two-week period or two (2) separate one-week periods; after making his choice(s) according to these options, the choosing turn is presented to the second most senior officer on the shift, and so forth, until all shift officers have had one turn. After all members of a particular watch have been afforded the opportunity to choose vacations on the first round, a second round would commence, with the most senior officer again having the options as above, followed by the second most senior officer, and so forth. Additional rounds follow, if necessary. No more than two (2) officers from a given watch may enjoy vacation status at any given time.

Section d. Personal Day.

Employees shall be provided one (1) paid personal day per calendar year. Such personal day shall be scheduled in the same manner as vacations. Personal days cannot be carried over into the succeeding calendar year.

Article 10. Sick Leave

Employees covered by this Agreement shall earn sick leave by accumulating the equivalent of one (1) day for each full month of continuous service or a total of 96 hours per year. Employees may accumulate sick leave up to a total equivalent of 240 sick days. Sick leave is an insurance-type benefit not to be used as additional days off, that should be used by the employee only when needed. An employee may charge time for the following reasons:

- Personal illness or injury
- Illness or death of a member of the immediate family, necessitating the absence of the employee from his/her work. (Members of the immediate family shall include wife, husband, children, mother, father, sister, brother, mother-in-law or father-in-law).
- Funeral of a close friend or relative. Such leave shall be limited to travel time and necessary attendance at the funeral.

If an employee recovers sufficiently from an illness or injury to return to duty, while on sick leave, the employee will contact the employee's supervisor and return to duty as soon as possible. When absences chargeable to sick leave are in excess of two (2) consecutive days, or when repetitive absences occur, or when there is a pattern of sick leave absences, the Chief of Police may require that such absences be supported by the presentation of a written statement from a licensed practicing physician certifying the officer's inability to work while absent. For the purposes of this section, a pattern of sick leave absences shall include multiple instances in a calendar year where sick leave is taken: (1) in conjunction with another day off (e.g. scheduled days off, vacation days, compensatory time, holidays); (2) on weekends or holidays; (3) on the same day of the week; or (4) on a day which was previously requested by the employee as a day off but not granted. In such instances of repetitive absences or when there is a pattern of sick leave absences, the Chief of Police shall notify the employee and the Union that the Chief of Police is considering placing the employee on the sick leave abuse program if repetitive absences or a pattern of sick leave absences by the employee continue. The employee and the Union shall have the opportunity to meet with the Chief of Police to discuss the employee's sick leave absences prior to the employee being placed upon the sick leave abuse program. In the event repetitive absences or a pattern of sick leave absences continue after the aforesaid notification from the Chief of Police, the Chief of Police shall notify the employee and the Union that the employee has been placed on the sick leave abuse program. For employees who have been placed on the sick leave abuse program, the City may also require the employee to undergo a physical examination(s) with a licensed practicing physician with a written report(s) on such physical examination(s) to be provided to the City. Such written report(s) shall identify whether the employee is incapable of working on the day in question due to personal illness or injury. At the City's direction, such physical examination(s) shall occur on the same day(s) of a sick leave absence. In the event the physician determines that the employee is incapable of working on the day in question due to personal illness or injury of the employee the sick leave absence shall be paid sick leave for such date. In the event the physician determines that the employee is capable of working on the day in question or in the event the employee fails to report for the required physical examination the sick leave absence shall be unpaid. At the employee's request, the City

shall make available a physician for such a physical examination(s) required by the City at a time and location in the City of Elgin selected by the City. In the case of absences by employees on the sick leave abuse program due to care of a covered immediate family member, the employee shall obtain and provide a written statement from a licensed practicing physician certifying the need for the employee to care for the covered family member during the employee's absence. An employee on the sick leave abuse program shall in all instances (including, but not limited to, any grievance proceedings) have the burden of proof to establish that the use of sick leave was for an authorized reason. The required burden of proof shall be to a reasonable degree of medical certainty. Medical records of the employee shall be presumed admissible in grievance proceedings relating to such matters. For purposes of clarification the sick leave abuse program shall not apply to workers' compensation injuries. An employee on the sick leave abuse program who thereafter establishes regular attendance without repetitive absences or a pattern of sick leave abuse for a period of two (2) calendar years may submit a request to the Chief of Police to be removed from the sick leave abuse program and in such event the Chief shall remove such employee from the sick leave abuse program.

Section a. Accrual. Sick hours are accrued each payroll period if the employee is paid a minimum of sixty (60) hours inclusive of holidays; vacation; sick leave; worker's compensation; or authorized leave "with pay." An employee does not earn sick hours while he/she is absent "without leave"; on "leave without pay"; or extending accrued vacation hours upon retirement.

Section b. Conversion. In recognition of non-use of sick leave, employees may convert accumulated sick leave for additional vacation leave or for severance pay. Such conversion for additional vacation leave shall be at the rate of three (3) days of sick leave for one (1) vacation day.

1. Vacation leave conversion shall require a minimum accumulation of unused sick leave of sixty (60) accrued sick days which is the equivalent of four hundred eighty (480) hours of sick leave. Such conversion is limited to a maximum of five (5) days of vacation leave in any one calendar year.
2. Employees shall be eligible for a severance sick leave conversion payment upon separation from employment. Such severance payment shall be equivalent to twenty-five per cent (25%) of the value of the employee's accumulated and unused sick leave as of the effective date of the employee's separation from employment, and shall be paid to the employee in a lump sum, minus any applicable deductions. For purposes of this Section, the employee's hourly wage shall be equivalent to the employee's hourly wage rate inclusive of annual longevity pay.

Section c. Disability. Any employee who is ill or physically unable to perform his/her duties and has used all his/her accumulated sick leave and vacation leave shall be placed on a disability leave for a period of six (6) months. While on such disability leave the employee shall continue to be covered by the City on the hospitalization and life insurance programs but shall not be eligible for additional accrual of sick leave and vacation leave. Seniority shall continue to accrue while on such leave.

Section d. Injury or Surgery. An employee on sick leave who is absent from work because of a severe injury or surgery; or an employee on disability leave, must present, before

returning to work, a written statement by a physician certifying that he/she is capable of so returning to work and resuming his/her full duties. This statement must be brought to the Personnel office before authorization is given the employee to return to work.

Section e. Workers' Compensation Benefits. During the term of this Agreement, the City shall not enact any ordinance, rule, regulation or other law that bars or has the effect of barring the rights of employees injured in the line of duty from continuing to exercise their rights to file and have their claims heard and determined according to the provisions of the Illinois Workers' Compensation Act (820 ILCS 305/1, et seq.). For employees injured in the line of duty the Illinois Workers' Compensation Act and the Public Employee Disability Act (5 ILCS 345/0.01, et seq.) shall govern the City's handling of claims, including, but not limited to, claim processing, and other proceedings before the Illinois Worker's Compensation Commission.

Article 11. Separation Pay

All regular employees separating from the City service in good standing are eligible for payment of accrued vacation hours and severance pay pursuant to Item 10, Section b(2). At retirement, an employee shall, to the extent permitted by law, have the option of depositing all unused vacation and unused sick time payouts into a Section 457 account.

Article 12. Death of an Employee

Upon the death of an employee, the employee's spouse, legal heir, or executor of his/her estate shall receive compensation for all unused vacation leave, all eligible severance pay pursuant to Article 10 Section b(2) above and the balance of the period's compensation of the period in which the employee dies.

Article 13. Medical and Health Plans

Full-time employees who have been employed for at least thirty (30) days will be eligible to elect one of the following health and medical coverage options for themselves and their dependents. The City reserves the right to change insurance carriers, self-insure or implement cost containment features so long as the overall coverage available to employees employed upon the effective date of this Agreement is substantially the same.

The parties agree that there shall be a re-opener regarding medical and health plans for 2019 whereby the parties agree to meet prior to October 15, 2018, for the purpose of negotiating terms of Article 13 for medical and health plans which will be effective during the fiscal year commencing January 1, 2019. The purpose of such re-opener negotiations shall be bargaining and attempting to agree to the implementation of cost containment features for the city's medical and health plans including in order to avoid the anticipated imposition of the so-called Cadillac tax of the Affordable Care Act. The parties shall attempt to agree on changes to Article 13 for medical and health plans to be effective for 2019 prior to December 15, 2018.

Section a. Medical Insurance. Effective March 1, 2014, the City will offer the previously agreed upon PPO medical insurance plan for the employee and his/her dependents. Employees hired prior to July 1, 2012, shall pay 12% of the total cost of the premium for the

insurance coverage selected and the City shall pay the remaining amount. Employees hired on or after July 1, 2012, shall pay 20% of the total cost of the premium for the insurance coverage selected and the City shall pay the remaining amount.

Section b. Health Maintenance Organization. Effective March 1, 2014, the employee may as an option elect to participate in the previously agreed upon HMO. Employees hired prior to July 1, 2012, shall pay 12% of the total cost of the premium for the insurance coverage selected and the City shall pay the remaining amount. Employees hired on or after July 1, 2012 shall pay 20% of the total cost of the premium for the insurance coverage selected and the City shall pay the remaining amount.

Section c. Retiree Participation. An employee who retires with at least twenty (20) years of full-time active service with the City can elect to continue in the group medical plan upon retirement said participation shall be available only as continuous coverage and with the retiree paying 100% of the applicable premium, payable in advance on a monthly basis to the Human Resources Department or through authorized deductions from the retiree's monthly pension payment. If a retiree fails to make the applicable monthly payment by the beginning of the month, coverage will be terminated. The right of a retiree to continue coverage under the provisions of this Article shall terminate when the retiree (1) returns to active service, (2) exercises any pension refund option available or accepts any separation benefit; (3) loses his/her rights to pension benefits or (4) dies.

Section d. Medical Examinations. The City will offer to police officers a program of periodic medical examinations. Such voluntary examinations will be conducted, at a minimum, on two and four year cycles, depending on the officer's age and physical condition. The cost of such examinations will be borne by the City. The Association agrees that the voluntary medical examination program is not subject to Article 14 of this Agreement.

Section e. City's Program For Continuation of Health Insurance. Bargaining unit members who meet the eligibility requirements outlined in the City Ordinance on the program for continuation of health insurance (currently Ordinance No. G70-02) shall be eligible for retiree insurance premium subsidy pursuant to the said program. Notwithstanding the foregoing or anything to the contrary in Ordinance G70-02, as amended, employees hired on or after July 1, 2012, shall not be eligible for a retiree insurance premium subsidy and shall not be eligible to continue to participate in the City's group health insurance plan pursuant to Ordinance No. G70-02, as amended.

Section f. Section 125 Plan. The City shall maintain a Section 125 plan.

Section g. Health Club/Fitness Facility Memberships. The City shall agree to provide a Health Club Membership benefit, applicable only at the Centre of Elgin, for all covered Bargaining Unit Employees. The value of such membership shall be equal in amount to what is currently defined as the Gold Membership level. Should the City, during the term of this Agreement, increase the cost of such Gold Membership, or its equivalent, the amount of benefit per covered Bargaining Unit member shall increase accordingly.

Section h. HMO Stipend. Any employee who provides the City with a written commitment to opt for coverage under the City's HMO insurance plan for a four year period on a form provided by the City shall receive a one-time cash payment of \$1,000 within two pay periods from the close of open enrollment and the employee's submission of the aforementioned form. In the event any such employee fails to fulfill or otherwise breaches said aforementioned four year written commitment, such employee shall agree to refund the aforementioned \$1,000 to the city at the rate of \$100 per pay period if such employee was previously covered under the City's HMO insurance plan prior to the date of the aforementioned written commitment. If the breaching employee was covered under the City's PPO insurance coverage, such employee shall refund the City a proportionate share of the \$1,000 on a pro rata basis at the rate of \$100 per pay period. Employees hired on or after July 1, 2012, shall not be eligible for the aforementioned stipend.

Article 14. Grievance Procedure

Section a. Definition of a Grievance. A grievance for the purpose of this Agreement is defined as a difference of opinion between an employee covered by this Agreement and the City with respect to the meaning and application of the express terms of this Agreement and matters involving the discharge, suspension or discipline of non-probationary employees. Such disciplinary grievances shall be initiated at Step 4 of the grievance procedure. The contractual grievance and arbitration procedure shall be the sole recourse for appealing such disciplinary action and shall be in lieu of the provisions of the Board of Fire and Police Commissioners Act and disciplinary proceedings before the City of Elgin Board of Fire and Police Commissioners.

Section b. Grievance Procedure. Recognizing that any grievances should be raised and settled promptly, a grievance must be raised within fourteen (14) calendar days of the occurrence of the grievance or within fourteen (14) calendar days after the employee, through the use of reasonable diligence, should have obtained knowledge of the occurrence of the grievance. A grievance shall be processed as follows:

STEP 1: Written to Direct Supervisor. Employee shall initiate a grievance in writing to his or her Direct Supervisor. The Direct Supervisor shall answer in writing within fourteen (14) calendar days of the discussion of the grievance.

STEP 2: Appeal to Deputy Chief. If the grievance is not settled in Step 1, the aggrieved employee within fourteen (14) calendar days following receipt of the Direct Supervisor's answer shall file with the Deputy Chief of Operations a written grievance signed by the aggrieved employee and the appropriate association representative, if so requested by the employee, on a form provided by the City setting forth the complete facts on which it is based, the specific contract provisions(s) allegedly violated, and the relief sought. The Deputy Chief shall contact the grievant within fourteen (14) calendar days of receipt of the written grievance to schedule a mutually agreeable date and time when the employee and the Association representative, if so requested by the employee; will discuss the grievance with the Deputy Chief; or his designee. The Deputy Chief for Operations, or his designee, shall give a written answer in fourteen (14) calendar days after reviewing grievance with grievant. If the grievance is denied, the specific reason or reasons shall be set forth.

STEP 3: Appeal to Chief. If the grievance is not settled in Step 2 and the aggrieved employee and the Association decide to appeal, the Association shall, within fourteen (14) calendar days from receipt of the Step 2 answer, file with the Chief an appeal signed by the aggrieved employee and the appropriate Association representative. The Chief shall contact the grievant within fourteen (14) calendar days of receipt of the written grievance to schedule a mutually agreeable date and time when the Association representative and the Chief, or his designee, can discuss the grievance. If no agreement is reached in such discussion, the Chief, or his designee, will give his answer in writing within fourteen (14) calendar days of the discussion. If the grievance is denied, the specific reason or reasons shall be set forth.

STEP 4: Appeal to City Manager. If the grievance is not settled in Step 3 and the Association decides to appeal, the Association shall, within fourteen (14) calendar days after receipt of the Step 3 answer, file a written appeal with the City Manager. The City Manager shall contact the grievant within fourteen (14) calendar days of receipt of the written appeal to schedule a mutually agreeable date and time for a meeting between the City manager, or his designee, and the appropriate Association representative will be held at a mutually agreeable time. If no settlement is reached at such meeting, the City Manager, or his designee, shall give his answer in writing within ten (10) calendar days of the meeting. If the grievance is denied, the specific reason or reasons shall be set forth. Prior to the Step 4 hearing, each party shall provide the other with all information relevant to the grievance. Neither party shall knowingly withhold any relevant information. Should previously undisclosed information become known by either party during the Step 4 process, such information shall be immediately disclosed to the other side. The parties may by mutual written agreement waive the requirement of STEP 4 of the grievance process

STEP 5: Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Association may refer the grievance to arbitration by giving written notice to the City Manager within ten (10) calendar days after receipt of the City's answer in Step 4. The parties shall attempt to agree upon an arbitrator promptly. In the event the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. The Association shall strike two (2) names and the City shall then strike two (2) names; the person whose name remains shall be the arbitrator; provided that either party, before striking any names, shall have the right to reject a panel of arbitrators. The arbitrator shall be notified of his/her selection by a joint letter from the City and the Association requesting that he/she set a time and place-for hearing, subject to the availability of the City and Association representatives. The arbitrator shall have no authority to amend, modify; nullify ignore, add to, or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue(s) submitted to him/her and his/her opinion shall be based solely upon his/her interpretation, of the meaning or application of the terms of this Agreement to the facts of the grievance presented. Where the parties mutually agree in writing, more than one grievance may be submitted to the same arbitrator. The decision of the arbitrator shall be final and binding. The costs of the arbitration proceeding, including the fee and expenses of the arbitrator, shall be borne

equally by both parties; provided, however, that each party shall be responsible for compensating its own attorneys, representatives, or witnesses.

Section c. Time Limits. No grievance shall be entertained or processed unless it is filed within the time limits set forth above. If a grievance is not appealed within the time limits for appeal set forth above, it shall be deemed settled on the basis of the last answer of the City. If the City fails to provide an answer or contact grievant within the time limits so provided above, the grievance shall be deemed settled in favor of the City, and the Union may immediately appeal to the next step. The parties may mutually agree in writing to extend any time limits.

Section d. Investigation and Discussion of Grievances. Unless specifically provided otherwise in this Agreement, all grievance discussions and investigations shall take place in a manner which does not interfere with the City operations.

Section e. Union Release Time. The Employer agrees that during working hours, on the Employer's premises and without loss of pay, Union Executive Board members (defined as Union President, Vice-President of Labor, Vice President of Social, Treasurer, Secretary and Sergeant of Arms, a list of whom shall be submitted to the City) shall be allowed to:

1. Engage in scheduled actual collective bargaining negotiations with the Employer during regular business hours;
2. Give written communications, authorized by the Union or its representatives, to the Employer;
3. Meet with the Employer, or its designated representatives, concerning the enforcement of provisions of this Agreement;
4. Meet with an officer who has a grievance that reasonably requires immediate attention, provided the member of the Union Executive Board has received the prior approval through the chain of command, and, provided further that such approval will not be arbitrarily withheld.

Further, accredited non-employee representatives of the Union, not to exceed three (3) in number, shall have reasonable access to the premises of the City during working hours with advance notice to the Police Chief, or his designated representatives, with conditions as thus: Such visitation shall be for the purpose of helping to resolve a problem or dispute and such visitation shall not interfere with the activities of employees who are working. Should the visit be for a grievance hearing, a grievant attending such hearing during his regularly scheduled shift shall be allowed to attend the hearing without loss of pay. The Union shall provide the City with a list of all officers, stewards, and employee representatives for the purpose of this Section.

Article 15. Board of Fire and Police Commissioners

It is understood that to the extent that such matters as selection and promotion are subject to the jurisdiction of the Board of Fire and Police Commissioner, such matters are not subject to this Agreement. Notwithstanding the foregoing, it is agreed that notwithstanding the Board of Fire and Police Commission current rule which requires a bachelor's degree as a condition for

promotion, there shall be no educational requirement which bars the promotion of any employee covered by this Agreement. It is further understood that nothing in this Agreement shall limit the right of the Chief of Police to suspend a member of the Police Department in accordance with applicable law.

Article 16. Dues Checkoff and Fair Share

During the term of this Agreement, all employees covered by this Agreement who are members of the Association shall be required to pay Association dues. During the term of this Agreement, employees are not required to join the Association as a condition of employment, but any such employees shall, commencing thirty (30) days after being employed or thirty (30) days after ratification of this Agreement by both parties, whichever is later, pay a service fee in an amount not to exceed 85 percent of the Association dues for the purpose of administering the provisions of this Agreement.

Upon receipt of a voluntarily signed written dues authorization card from an employee covered by this Agreement, the City shall during the term of this Agreement deduct the uniform bi-weekly Association dues of such employees from their pay and remit such deductions to the Treasurer of the Association. A copy of the dues checkoff authorization to be used during the term of this Agreement is attached as Appendix A.

During the term of this Agreement, in the event an employee covered by this Agreement does not voluntarily sign a written dues checkoff authorization, the City, after being requested to do so in writing by the Association, shall commencing thirty (30) days after being employed or thirty (30) days after ratification of this Agreement by both parties, whichever is later, make an involuntary deduction from the pay of the employee of the employee's proportionate share of the service charge to administer this Agreement in an amount that does not exceed 85% of the uniform bi-weekly Association dues and shall remit such deduction to the Treasurer of the Association. Upon written request from the City, the Association shall submit prior to the start of the payroll year, an affidavit which specifies the amount which constitutes a non-member's proportionate share of the cost of administering this Agreement. The amount certified by the Association shall not include any cost for contributions related to the election or support of any candidate for political office or for any member only benefit.

The Association agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in such cases as Chicago Teachers Union v. Hudson, 105 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payors. Accordingly, the Association agrees to do the following:

1. Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses.
2. Advise fair share fee payors of an expeditious and impartial decision making process whereby fair share fee payors can object to the amount of the fair share fee.

3. Place the amount reasonably in dispute into an escrow account ending resolution of any objections raised by fair share fee payors to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Association with respect to fair share fee payors as set for the above shall not be subject to the grievance and arbitration procedure set for the in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Association. If the affected non-member and the Association are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

Indemnification. The Association shall indemnify and hold harmless the City, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that rise out of or by reason of any action taken or not taken by the City for the purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization, affidavit, or list furnished under any of such provisions.

Article 17. Subcontracting.

The City reserves the right to contract out any work it deems necessary in the interest of efficiency and economy, and in emergency situations. No employee shall be laid off as a result of any decision by the City to subcontract any work performed by employees covered by this Agreement.

Article 18. Use of Part-Time Police Officers, Auxiliary Police Officers, Community Service Officers or Other City Employees

During the term of this Agreement, the City will not utilize Part-Time Police Officers, Auxiliary Police Officers, Community Service officers or other City employees to permanently replace employee positions covered by this Agreement in performing basic beat patrol functions and duties.

Nor shall such persons be utilized beyond their current duties and assignments for the purpose of reducing overtime opportunities for employees covered by this Agreement, with the understanding that periodic training assignments shall not be deemed as reducing overtime opportunities.

Article 19. Light Duty Pool

The City may require an employee who is on extended sick leave or worker's compensation leave (as opposed to disability pension) to return to work, on a 40-hour week

basis, in an available light duty assignment that the employee is qualified to perform in the Police Department (e.g., maintaining records, working behind the desk, MID, community relations, communications, etc.) if the assignment is reasonable and not demeaning in nature or elsewhere in the City if the employee voluntarily consents to such assignment. The assignment will be made after an independent medical examiner selected by the City has determined that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within six months, taking into consideration medical opinions provided by the employee's physician. Employees assigned to the Light Duty Pool will be compensated at the regular rate of pay.

An employee on extended sick leave (including employees who would otherwise take pregnancy leave) may also request assignment to light duty if available.

The City will not assign an employee to the Light Duty Pool elsewhere in the City if such assignment will violate the terms of another collective bargaining agreement the City has with another employee organization.

Nothing herein shall be construed to require the City to create light duty assignments for an employee. Employees will only be assigned to light duty assignments when the City determines that the need exists and only as long as such need exists, provided that where the City determines that the need exists, light duty assignments will be done on a fair and equitable basis.

Article 20. Safety Committee

Following the ratification of this Agreement, a Safety Committee comprised of representatives from each shift and two representatives from special divisions all below the rank of Sergeant shall be formed for the purpose of reviewing and making recommendations on issues concerning safety and working conditions to the Chief or his designee. The department may adopt any positive recommendation from the Committee. Any recommendation not agreed upon or adopted by the department may not be processed under any circumstance through the grievance and arbitration procedures.

It is understood that the Safety Committee shall meet no more than once a month and that the department shall allow any Committee member on duty at the time of the meeting no more than 1-1/2 hours to attend the Committee meeting. It is agreed that Committee members who are not on duty at the time of the meeting shall not be compensated for attending the meeting. Safety Committee members shall be appointed to scattered terms to ensure opportunity for participation by all employees designated above.

Article 21. Peace Officers' Bill of Rights

Nothing in this Agreement shall be construed to preclude the applicability of the Peace Officers' Bill of Rights as set forth in the Illinois Compiled Statutes, but said Bill of Rights shall not be incorporated herein by reference.

Article 22. Random Drug/Alcohol Testing

The City shall be authorized to conduct random drug/alcohol test sampling at its discretion. Such testing shall be conducted under the conditions that are established by the D.O.T. and further, such testing will be limited to no more than 25% of covered employees per calendar quarter. Testing will consist of a standard "5 panel" test and the City will assure that contracted personnel performing the testing, do such testing in a manner that follows standard protocol confidentiality and chain of custody rules/regulations

Covered employees who are selected for testing shall report to the testing center upon request. When tests are conducted during the employees' regular hours, time spent in testing shall be treated as normal work time and duly compensated. In the event that a test is requested of an officer who would otherwise be "off duty", such time spent in testing will be considered overtime and compensated as such, to a maximum of two (2) hours pay.

In the event that an employee's name is randomly selected and that employee is on vacation, sick time, or not otherwise scheduled, that employee's name shall be re-entered into the random pool for subsequent re-drawing at a time that the employee is regularly scheduled to work.

Article 23. Impasse Resolution

Upon the expiration of this Agreement, the remedies for the resolution of any bargaining impasse shall be in accordance with the Alternative Impasse Resolution Procedure attached as Appendix B and incorporated herein by reference.

Article 24. Fitness for Duty

No employee shall be requested or required to undergo psychological, psychiatric or physiological testing unless the Chief of Police has reasonable cause to believe the employee is then unfit for duty. Basis for the reasonable cause shall be set forth in writing to the employee at the time the employee is ordered to undergo such testing. Employees shall be informed in writing of the need for testing, and shall have the right to secure similar testing at their own expense from psychiatrists, psychologists or physicians of their own choosing. The employer and the employees shall only utilize the services of qualified, certified medical doctors, psychiatrists or psychologists. The employee shall be given a copy of any and all information, reports and opinions that are provided the City as a result of such testing.

Article 25. Employee Discipline

Section a. Standards of Discipline

All disciplinary action against officers covered by this Agreement shall be carried out in accordance with department rules, regulations, orders, policies, procedures, City ordinance and State laws governing the discipline of law enforcement officers.

The City agrees with the tenets of progressive and corrective discipline where appropriate. However, when the severity of an infraction is great, discipline outside the

progression shall be considered an appropriate remedy. It should also be recognized that when using the principal of progressive discipline, all aspects of performance are taken into consideration. Individual infractions standing alone may not warrant action beyond the first, but, when viewed cumulatively with warnings and other discipline actions, more extreme action may be appropriate. No non-probationary employee may be removed or discharged, or suspended, for a period of more than five (5) calendar days, except for cause.

Section b. Departmental Discipline

Disciplinary action rendered by the Department may take any one or more of the following forms:

- a. Oral reprimand;
- b. Written reprimand;
- c. Suspension without pay;
- d. Dismissal.

Suspension without pay and recommendations for dismissal are to be levied by the Police Chief or his designee. An officer suspended without pay shall not serve his/her suspension until such time as the officer has exhausted his/her administrative remedy under the collective bargaining agreement (i.e., time served shall be subsequent to the grievance procedure and an award rendered by an arbitrator).

Section c. Expungement of Records

In keeping with the parties' agreement that discipline is to be corrective, it is agreed that employee disciplinary records shall be expunged in accordance with the following schedule:

- a. Except as provided in subparagraphs b and c below, records pertaining to complaints, allegations, or investigations against an officer, whether "sustained", "not sustained", "exonerated", "unfounded", "policy failure" or "administratively closed" shall be expunged five (5) years from the date the investigation was closed.
- b. Except as provided in subparagraph c below, oral reprimands and written reprimands shall be expunged after five (5) years from the date of such reprimand or after five (5) years from the date of the most recent reoccurrence of the type or kind of behavior giving rise to the reprimand if there has been such a reoccurrence.
- c. Disciplinary suspension orders shall be retained permanently by the City. Disciplinary demotion orders shall be retained permanently by the City. Disciplinary orders involving violation of the City's anti-harassment/non-discrimination policy shall be retained permanently by the City. Records pertaining to complaints, allegations, investigations, or discipline regarding disciplinary terminations shall be retained permanently by the City. Records pertaining to complaints, allegations, investigations, or

discipline, regarding alleged excessive force or alleged criminal conduct whether "sustained", "not sustained", "exonerated", "unfounded", "policy failure" or "administratively closed" shall be retained permanently by the City.

Section d. Investigation Completion

If an internal investigation is not completed within thirty (30) days after the initiation of charges, the employee shall receive a written good faith estimate of the completion date upon the employee's written request to the Chief of Police.

Article 26. Residency

Employees hired as Police officers and existing Police officers covered by this Agreement shall have no residency requirement.

Article 27. Association Rights

Section a. Association Bulletin Boards

The City shall provide, for the use of the Association space for one bulletin board, not to exceed sixteen (16) square feet, to be placed in a mutually agreeable location. The bulletin board may be used to post Association notices, minutes of Association meetings, notice of Association elections and results thereof, Association recreational and social activities, Association appointments and other related notices or information. The Association shall be responsible for posting and removing material from its bulletin boards and maintaining them in a neat and orderly fashion. Postings shall not be abusive, offensive or vulgar and shall be limited to the notices and information listed above.

Section b. Stewards.

To provide officers with reasonable access to Association representation, the Association shall designate certain officers to serve in the capacity of Steward, to receive, investigate and process complaints or grievances of officers.

Stewards may be permitted to leave their regular duties only upon request to the non-bargaining unit supervisor and only in the event that the grievance requires immediate action or in emergency circumstances. What constitutes immediate action or emergency circumstances shall be determined on a case-by-case basis by the non-bargaining unit supervisor. Such requests will not be unreasonably denied.

The Association shall provide at least one designated Steward for each shift and for special divisions. The City shall be furnished a written list of the names and shifts of each Steward.

Article 28. Tuition Reimbursement

Tuition reimbursement will be at \$1,500 per year with a grade of A or B.

Article 29. Use of City E-Mail System

The Union shall be permitted to send e-mails, using the City's e-mail system, to its members for the purpose of disseminating Union information of a non-political and non-inflammatory nature. Said information will consist of meeting notices, negotiation updates, Steward's names, election notices and results and the like. Any e-mail transmissions made under this section shall be in accordance with the City's Internet Usage Policy.

Article 30. Direct Deposit

All new members of the bargaining unit covered by this Agreement shall establish and maintain a bank account which will permit such employees to receive their paychecks via direct deposit. All members who receive their paychecks via direct deposit as of December 24, 2006 shall continue to maintain a direct deposit account.

Article 31. Entire Agreement

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Association, 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 specifically referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement; even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

Article 32. Savings

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties shall promptly meet for the purpose of negotiating a lawful substitute provision.

Article 33. Term

Unless specifically provided otherwise, this Agreement shall be effective as of January 1, 2017 and shall remain in full force and effect until the 31st day of December, 2019. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing seventy-five (75) days prior to the expiration date set forth above or each yearly period thereafter, if applicable, if either party submits such written notice, the parties' designated representatives shall immediately commence negotiations. Notwithstanding the expiration date set forth above, this entire, Agreement shall remain in full force and effect during the period of negotiations and until a successor agreement is ratified by both parties.

EXECUTED THIS 22nd day of June, 2016.

FOR THE CITY

Attest:

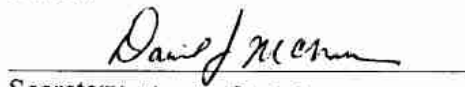

City Clerk

By



City Manager

FOR THE ASSOCIATION

Attest:


Secretary VICE-PRESIDENT

By


President

F:\Legal Dept\Agreement\BPBA Unit #54\1-1-17 thru 12-31-19\Agreement-clean-6-13-16.docx

APPENDIX A

DUES CHECKOFF

Checkoff. The Union will supply all the necessary papers for checkoff upon mutual agreement between the Employer and the Union.

The Employer shall check off union dues on presentation of checkoff authorization cards, voluntarily and individually authorized, from employee in accordance with law. The Employer will then deduct such dues in the amount certified to the Employer by the Secretary or Treasurer of the Local Union, and send to the Local Union their respective shares as certified by the Secretary or Treasurer of the Local Union.

In the event a non-union employee shall not voluntarily sign a checkoff, then in that event, an involuntary checkoff of a service charge not to exceed the amount of union dues shall be made by the City upon the written direction of the Union.

New employees may voluntarily sign checkoff authorization and application blanks upon receiving employment. The Employer shall then process each new employee in accordance with this Article. The local Union shall supply the Employer with all such necessary forms. However, nothing in this paragraph shall supersede any existing ordinance and/or statute as pertains to the rights of the city to place new employees on an eighteen (18) month probationary status.

There shall be one copy of the checkoff sheet sent to the Policemen's Benevolent and Protection Association. All money so deducted shall be paid bi-weekly on payroll days (the Friday immediately following the payroll period). The employee request forms shall be as follows:

"Payroll Deduction Authorization"

By _____
Last Name First Name Middle

Effective: _____

I hereby request and authorize you to deduct bi-weekly from my earning union dues or service charge equal to \$ _____ annually. The, amount deducted shall be paid to the Policemen's Benevolent and Protective Association, Unit #54.

Signed: _____

Address: _____

APPENDIX B

ALTERNATIVE IMPASSE RESOLUTION PROCEDURE

WHEREAS, the provision of § 1624 (p) of the Act provide that the parties may agree to submit their unresolved disputes concerning wages, hour, terms and conditions of employment to an alternative form of impasse resolution;

NOW, THEREFORE, based upon the mutual benefits and consideration "set forth herein, the receipt and sufficiency of which for each party is hereby acknowledged, the City and the Association agree to the following Alternative Impasse Resolution Procedure:

Seciton 1. Authority for Agreement. The parties agree that the statutory authority for this Agreement is § 1614 (p) of the Illinois Public Labor Relations Act ("Act"). The parties intend the provisions of this Agreement to represent and constitute an agreement to submit to an alternative form of impasse resolution any unresolved disputes concerning the wages, hours, terms and conditions of employment of the employees represented by the Association that are subject to the negotiations for a successor Agreement.

Seciton 2. Selection of Arbitrator and Naming of Panel. The parties that should it become necessary to submit their unresolved disputes in negotiations to arbitration pursuant to § 1614, they will engage in the arbitration of impasses procedure described in the Act and the Rules and Regulations of the Illinois State Labor Relations Board ("Board"), subject to the following:

- (a) Service of Demand for Compulsory Interest Arbitration: The parties agree that a Demand for Compulsory Interest Arbitration filed by either party upon the other prior to January 1, 2020, with respect to the negotiations for a successor Agreement shall be deemed to be a proper and timely demand as provided in the Act and the Rules and Regulations of the Board; further, that arbitration

proceedings under the Act and those Rules and Regulations shall be deemed to have been initiated and commenced on the date of service and filing of the Demand for Compulsory Interest Arbitration;

- (b) Arbitrator Selection Process. The parties agree that notwithstanding the filing and service of any Demand for Compulsory Interest Arbitration by the Association, the selection of an arbitrator will be delayed until such time as either party serves upon the representative of the other, in writing by certified mail, demand that the arbitrator selection process be commenced, provided that at least one month of mediation has occurred. It is further agreed that:

- (i) During this period of delay, the parties agree to continue good faith collective bargaining with the advice and assistance of the Mediator from FMCS:
- (ii) Within seven (7) days of receipt, by the other party of the written demand that selection of an arbitrator begin, the representatives of the parties shall meet and attempt to mutually agree upon an arbitrator. The parties agree that the arbitration proceedings shall be heard by a single, neutral arbitrator. Each party waives the right to a three member panel of arbitrators as provided in the Act;
- (iii) In the absence of agreement on a neutral arbitrator, the parties shall file a joint request with the American Arbitration Association ("AAA") for a panel of seven (7) arbitrators from which the parties shall select a neutral arbitrator. The parties agree to request the AAA to limit the panel to members of the National Academy of Arbitrators: Both the City and the

Association shall each have the right to reject one panel in its entirety within seven (7) calendar days of its receipt and request that a new panel be submitted: The parties agree to engage in the AAA's ranking process for purposes of determining which of the seven (7) arbitrators on the panel shall serve as the neutral arbitrator, provided that each party may strike or cross out not more than two (2) of the arbitrators on the panel before ranking the remaining arbitrators on the panel. Each party shall have fourteen (14) days from the date the panel list is received from the AAA to number the names on the panel list in order of preference and return the list to the AAA. In accordance with the designated order of mutual preference, the AAA shall invite the acceptance of the arbitrator to serve. In the event that the arbitrator declines or is unable to serve, the AAA shall invite the next arbitrator in designated order of mutual preference to so serve. In the event that he declines or is unable to serve, the parties agree to jointly request a new panel of seven (7) arbitrators from the AAA and commence the selection process anew. It is further agreed that the AAA's role and participation in the arbitration process shall be strictly limited to providing the panel(s) and administering the selection process. Once an arbitrator has been selected by means of the parties ranking of the members of the panel, the AAA's participation in the arbitration proceedings shall be terminated: The parties shall divide equally any costs associated with the AAA administering the selection process. The parties

shall inform the AAA of this limited role by joint letter at the time the first panel is requested;

- (iv) The parties shall jointly communicate all remaining aspects of the arbitration (including but not limited to scheduling of post-hearing briefs) directly with the neutral arbitrator in the manner prescribed in the Act and the Rules and Regulations of the Board.

- (c) Issues in Dispute and Final Offers. Within seven (7) calendar days of the service of a demand that the arbitrator selection process commence, the representatives of the parties shall meet and develop a written list of those issues that remain in dispute. The representatives shall prepare a Stipulation of Issues in Dispute for each party to then execute and for submission at the beginning of the arbitration hearing. The parties agree that only those issues listed in the Stipulation shall be submitted to the arbitrator for decision and award. It is further agreed that:

- (i) Each party retains the right to object to any issue on the grounds that the same constitutes a non-mandatory subject of bargaining; provided, however, that each party agrees that it will notify the other of any issue that it regards as a non-mandatory subject of bargaining not later than the first negotiation meeting where the issue is substantively discussed. Should any disputes arise as to whether a subject is a mandatory subject of bargaining, the parties agree to cooperate in obtaining a prompt resolution of the dispute by the Board pursuant to the Act and the Rules and Regulations of the Board [Section 1200.140(b)]. Either party may file a petition with the Board's General Counsel for a declaratory ruling after

receiving such notice from either party that it regards a particular issue a non-mandatory subject of bargaining

(ii) Not less than seven (7) calendar days prior to the date when the first day the arbitration hearings are scheduled to commence, the representatives of the parties shall simultaneously exchange in person their respective written final offers as to each issue in dispute as shown on the Stipulation of Issues in Dispute. The foregoing shall not preclude the parties from mutually agreeing to resolve any or all the issues identified as being in dispute through further collective bargaining.

(d) Authority and Jurisdiction of Arbitrator. The parties agree that the neutral arbitrator shall not function as a mediator unless mutually agreed by the, City and the Association. The arbitrator selected and appointed to resolve any disputes that may exist in these negotiations shall have the express authority and jurisdiction to award increases or decreases in wages and all other forms of compensation (1) retroactive to January 1, 2020 (or to January 1 in any subsequent year if the Agreement is automatically renewed) for the negotiations for a successor Agreement, provided in either instance a party has served upon the other party a timely Demand for Compulsory Interest Arbitration in accordance with the provisions of Section 2(a) above, notwithstanding any delay in the arbitrator selection process that may have occurred or any other modification of the impasse procedure described in the Act and the Rules and Regulations of the Board as a result of this Agreement. Provided one party has served on the other party a timely Demand for Compulsory Interest Arbitration in accordance with the

provisions of Section 2(a) above, each party expressly waives and agrees not to assert any defense, right or claim that the arbitrator lacks the jurisdiction and authority to make such a retroactive award of increased or decreased wages or other forms of compensation.

- (e) Discretion and Judgment of Arbitrator. The parties do not intend by this Agreement to predetermine or stipulate whether any award of increased or decreased wages or other forms of compensation should in fact be retroactive, but rather intend to insure that the arbitrator has the jurisdiction and authority to so award retroactive increases or decreases, provided a timely Demand for Compulsory Interest Arbitration has been submitted by one party, should he in his discretion and, judgment believe such an award is appropriate.

- (f) Conduct of Hearings. The parties agree that all arbitration hearings shall be conducted as follows:

- (i) Hearings shall be held in the City of Elgin, Illinois, at a mutually agreed location. Hearings may be conducted outside the City of Elgin only by written mutual agreement;
- (ii) The, hearings shall begin within thirty (30) days of the notification from the AAA that the arbitrator selected has accepted the appointment to serve as the neutral arbitrator. The parties by mutual written agreement may agree to delay the date of the first hearing for a period up to ninety (90) days. The hearings shall be scheduled on mutually agreed dates, subject to the reasonable availability of the arbitrator and the representatives of the

parties and shall be concluded within thirty (30) days of the date of the first hearing;

- (iii) The party requesting arbitration shall proceed with the presentation of its case first, followed by the non-requesting party. Each party shall have the right to submit rebuttal evidence and testimony, as well as to submit a post-hearing brief. Post-hearing briefs shall be simultaneously submitted directly to the arbitrator, with a copy sent to the opposing party's representative, within twenty-one (21) calendar days of the conclusion of the hearings;
- (iv) The arbitrator's decision and award shall be issued in writing directly to each party's representative within thirty (30) days of the close of hearings or the submission of post-hearing briefs, whichever is later;
- (v) A mutually agreed court reporting service shall record and transcribe the hearings. The costs of the neutral arbitrator, as well as the costs of the court reporting service and a copy of the transcript for the arbitrator shall be divided equally. Each party shall be responsible for purchasing its own copy of the transcript and for compensating its witnesses and representatives:

Seciton 3. Remaining Provisions of § 1614. Except as expressly provided in this Agreement, the parties agree that the provisions of § 1614 of the Act and the Rules and Regulations of the Board shall govern the resolution of any bargaining impasses and any arbitration proceedings that may occur, over the negotiations for a successor Agreement.

APPENDIX C

UNIFORM REQUIREMENTS

Pursuant to the provision contained in Article #8 of this contract, the following list represents the items the City of Elgin will purchase for all new officers who are members of the Elgin Police Department. The City will select the models, brands, styles, etc..

1. Handgun and magazines*
2. Holster (1) (High rise or drop if available)
3. Magazine pouches
4. Uniform shirts, long and short sleeve (4 each)
5. Uniform trousers (4 each)
6. Five star hat and snake band
7. Pants belt (Basketweave with keepers)
8. Gun belt
9. Radio*
10. Radio holder*
11. Radio shoulder tab
12. Handcuffs (1 pair)
13. Handcuff case
14. Jacket (all seasons)
15. Raincoat and cap cover
16. Commando sweater
17. Hat badge
18. Two stars
19. Key strap
20. Baton holder/ring
21. Shoes (1 pair boots, 1 pair shoes)
22. Gloves
23. Flashlight holder
24. Flashlight (rechargeable)
25. Briefcase
26. Nameplates (1 for shirt and 1 for jacket)
27. Tie
28. Tie bar
29. Riot helmet
30. Duty ammunition*
31. Traffic citation holder
32. Baton
33. Aerosol irritant and holder
34. Body armor*
35. Report forms holder/clipboard
36. Reflective traffic safety vest
37. Turtlenecks (2)
38. Report forms bolder/clipboard
39. Reflective Traffic safety vest

*Where appropriate, these items will be replaced or repaired by the City at its expense.

**SIDE LETTER BETWEEN THE CITY OF ELGIN
AND THE POLICEMEN'S BENEVOLENT and
PROTECTIVE ASSOCIATION, UNIT #54
(VOLUNTARY PHYSICAL FITNESS PROGRAM)**

In an effort to enhance physical fitness among the employees covered by the collective bargaining agreement (the "Agreement") between the City of Elgin (the "City") and the Policemen's Benevolent and Protective Association, Unit #54 (the "Association"), the City and the Association agree to the following:

1. Beginning in 2012, every employee covered by the Agreement will have one opportunity annually to schedule an appointment for a physical fitness test. Employees will have one opportunity to reschedule the test, but will be allowed to take the test only once each year. The test must take place prior to November 1 of every year.
2. The employee will complete and sign a waiver and release in a form prepared by the City which indicates that he/she is voluntary taking the physical fitness test and will not hold the City or any of its officials, officers, employees or agents liable for any injuries or illness that occurs as a result of his/her participation in the testing process.
3. Successful completion of the physical fitness test will result in (i) the payment of a physical fitness premium of \$400 payable with the first payroll check in December of the year the employee successfully completes the physical fitness test, and (ii) the award of one (1) personal day. If the employee successfully completes the physical fitness test prior to July 1 in a calendar year, the personal day will be available for use within thirty (30) days and must be used by the employee prior to the end of such calendar year. If the employee successfully completes the physical fitness test after July 1 in a calendar year, the personal day will be available for use by the employee in January of the following year and must be used by the employee during the calendar year of such following year.
4. It is understood that this physical fitness program is a voluntary program. Employees who participate in the physical fitness test will do so only during off-duty hours without compensation.
5. Any injury, illness or death that results from participation in this voluntary physical fitness program will not be considered an on-duty injury or death in the performance of duty and shall not be considered an accidental injury arising out of or in the course of employment with the City.
6. No employee shall be discharged, suspended, relieved from duty, or disciplined in any manner under or relating to the physical fitness program provided for in this side letter.

7. The physical fitness test to be utilized is based upon the Peace Officer Wellness Evaluation Report (POWER) test established by the Illinois Law Enforcement Training and Standards Board. Employees must pass every test and meet at least the standards set forth below to qualify for the physical fitness premium:

	MALE					FEMALE			
Age	21-29	30-39	40-49	50+		21-29	30-39	40-49	50+
Test:									
Sit and Reach	16.0	15.0	13.8	12.8		18.8	17.8	16.8	16.3
1 Minute Sit-up	37	34	28	23		31	24	19	13
Maximum Bench Press Ratio	.98	.87	.79	.70		.58	.52	.49	.43
1.5 Mile Run	13.46	14.31	15.24	16.21		16.21	16.52	17.53	18.44

8. No aspect of this side letter or the physical fitness program described herein shall be subject to the grievance procedure including, but not limited to, test standards, the results of testing or the medical status of an employee who is injured participating in the program.

Policemen's Benevolent and
Protective Association, Unit #54

By: _____

President

Date: 6/22, 2016

City of Elgin

By: _____

City Manager

Date: June 22, 2016