

RESOLUTION NO. 2012-19

RESOLUTION APPROVING THE FOUR-YEAR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF GENEVA AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL.

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

**SECTION 1:** That union representatives and the City management team have negotiated a collective bargaining agreement (CBA) between the City of Geneva and the Illinois Fraternal Order of Police Labor Council regarding the wages, terms and conditions of employment for the police officer employee group.

**SECTION 2:** That said CBA shall be effective from the date of execution through April 30, 2015. However, wages paid under the agreement shall be retroactive to May 1, 2011.

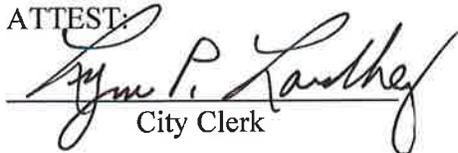
**SECTION 2:** This Resolution shall become effective from and after its passage as in accordance with law.

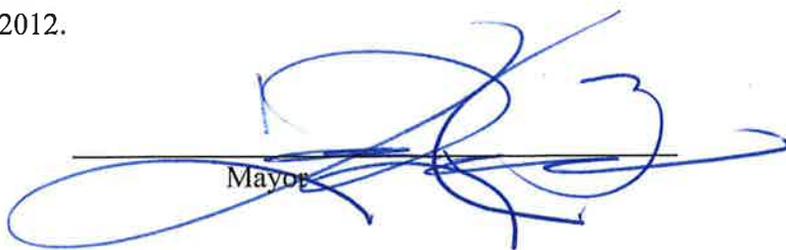
PASSED by the City Council of the City of Geneva, Kane County, Illinois, this 19 day of March, 2012.

AYES: 9 NAYS: 0 ABSENT: 1 ABSTAINING: 0 HOLDING OFFICE: 10

Approved by me this 19<sup>th</sup> day of March, 2012.

ATTEST:

  
City Clerk

  
Mayor



## **AGREEMENT**

Between the

**THE CITY OF GENEVA, ILLINOIS**

AND

**ILLINOIS FRATERNAL ORDER OF POLICE  
LABOR COUNCIL**

May 1, 2011 – April 30, 2015

**TABLE OF CONTENTS**

PREAMBLE ..... 7

ARTICLE 1 RECOGNITION ..... 7

    Section 1 – Recognition ..... 7

    Section 2 – Part-time Police Officers..... 7

    Section 3 – Probationary Period ..... 7

ARTICLE 2 FOP LABOR COUNCIL SECURITY AND RIGHTS ..... 8

    Section 1 – Dues Deductions ..... 8

    Section 2 – Fair Share Fee..... 8

    Section 3 – FOP Labor Council Indemnification..... 8

ARTICLE 3 LABOR MANAGEMENT MEETINGS ..... 8

    Section 1 – Meeting Request..... 8

    Section 2 – Exclusivity of Meetings ..... 9

    Section 3 – Represented Officer Attendance at Meetings..... 9

ARTICLE 4 LABOR COUNCIL REPRESENTATION ..... 9

    Section 1 – Right of Access ..... 9

    Section 2 – Labor Council Activity During Work Hours ..... 9

ARTICLE 5 INDEMNIFICATION..... 9

ARTICLE 6 HOURS OF WORK AND OVERTIME ..... 10

    Section 1 – Purpose ..... 10

    Section 2 – Departmental Work Schedule ..... 10

    Section 3 – Detective Assignment Scheduling ..... 10

    Section 4 – Shift Selection ..... 10

    Section 5 – Trading Shifts ..... 10

    Section 6 – Overtime Pay..... 11

    Section 7 – No Pyramiding ..... 11

    Section 8 – Court Time. .... 11

    Section 9 – Stand-by (On-Call) Pay ..... 11

    Section 10 – Computation of Hourly Salary ..... 11

    Section 11 – Overtime Work Opportunities..... 12

Section 12 – Off-Duty Overtime Details.....	12
Section 13 – Call Back.....	12
Section 14 – Compensatory Time.....	13
Section 15 – Use of Benefit Time.....	13
ARTICLE 7 REPRESENTED OFFICER SECURITY.....	13
Section 1 – Just Cause Standard.....	13
Section 2 – Represented Officer Notification.....	13
Section 3 – Discipline.....	14
Section 4 – Representation.....	14
Section 5 – Notice of Disciplinary Action.....	14
Section 6 – Personnel Files.....	14
Section 7 – Personal Assets.....	14
Section 8 – Release of Information.....	14
Section 9 – Use of Unfounded Material.....	15
Section 10 – Bill of Rights.....	15
ARTICLE 8 GRIEVANCE PROCEDURE.....	15
Section 1 – Definition.....	15
Section 2 – Representation.....	15
Section 3 – Grievance Procedure.....	15
Section 4 – Arbitration.....	16
Section 5 – Limitations of Authority of Arbitrator.....	17
Section 6 – Represented Officer Rights.....	17
ARTICLE 9 NO STRIKE OR LOCK OUT.....	17
Section 1 – No Strike.....	17
Section 2 – No Lock Out.....	18
Section 3 – Judicial Restraint.....	18
ARTICLE 10 HOLIDAYS.....	18
Section 1 – Holidays.....	18
Section 2 – Personal Days.....	18
Section 5 – Safety Days.....	19
Section 5 – Holiday Hours Defined.....	19

Section 6 – Holiday During Vacations.....	19
ARTICLE 11 SENIORITY, LAYOFF, RECALL .....	19
Section 1 – Definition of Seniority .....	19
Section 2 – Seniority List .....	20
Section 3 – Layoff.....	20
Section 4 – Recall.....	20
ARTICLE 12 VACATIONS .....	20
Section 1 – Eligibility and Allowances .....	20
Section 2 – Vacation Pay .....	21
Section 3 – Scheduling.....	21
Section 4 – Vacation Benefits at Separation .....	22
ARTICLE 13 SICK LEAVE .....	22
Section 1 – Days Earned .....	22
Section 2 – Sick Leave Accumulation .....	22
Section 3 – Sick Leave Utilization.....	22
ARTICLE 14 ADDITIONAL LEAVE OF ABSENCE .....	22
Section 1 – Unpaid Discretionary Leave.....	22
Section 2 – Application for Leave.....	23
Section 3 – Military Leave .....	23
Section 4 – Bereavement Leave .....	23
Section 5 – Line of Duty Injury .....	23
Section 6 – Benefits While on Leave .....	23
Section 7 – Family and Medical Leave Act of 1993.....	24
Section 8 – Light Duty .....	24
Section 9 – Jury Duty .....	24
ARTICLE 15 UNIFORM ALLOWANCE.....	24
Section 1 – Uniform Allowance.....	24
ARTICLE 16 EDUCATION, TRAVEL, & GENERAL.....	25
Section 1 – Educational Assistance.....	25
Section 2 – Travel Expense.....	25
Section 3 – Firearms Qualifications .....	26

Section 4 – Council Use of Bulletin Boards .....	26
Section 5 – Fitness Standards Testing.....	26
Section 6 – Residency .....	26
ARTICLE 17 HEALTH AND LIFE .....	26
Section 1 – Group Insurance .....	26
Section 2 – Cost.....	26
Section 3 – Cost Containment.....	27
Section 4 – Terms of Policies Govern.....	27
Section 5 – Deferred Compensation Plan .....	27
Section 6 – Spouses and Dependents of Officer Killed in the Line of Duty.....	27
ARTICLE 18 WAGES .....	27
Section 1 – Wage Schedule.....	27
Section 2 – New Hire Placement on Compensation Plan .....	28
Section 3 – Performance Appraisals .....	28
Section 4 – Field Training Officer (FTO).....	28
Section 5 – Officer in Charge (OIC) .....	29
ARTICLE 19 REPRESENTED OFFICER TESTING.....	29
Section 1 – Prohibitions .....	29
Section 2 – Reasonable Suspicion Drug and Alcohol Testing Permitted .....	30
Section 3 – Drug and Alcohol Testing .....	30
Section 4 – Postive Test Results .....	32
Section 5 – Negative Test Results.....	32
Section 6 – Voluntary Requests for Assistance .....	32
Section 7 – Confidentiality.....	33
Section 8 – Records Retention Requirements .....	33
Section 9 – Return to Work.....	34
Section 10 – Right to Contest.....	34
ARTICLE 20 MANAGEMENT RIGHTS .....	34
ARTICLE 21 IMPASSE RESOLUTION.....	35
ARTICLE 22 SAVINGS CLAUSE.....	35
ARTICLE 23 DURATIONS .....	36

Section 1 – Term of Agreement ..... 36

Section 2 – Continuing Effect ..... 36

APPENDIX A DUES AUTHORIZATION FORM ..... 37

APPENDIX B LIGHT DUTY ..... 38

APPENDIX C FITNESS TESTING STANDARDS..... 41

APPENDIX D PLACEMENT IN STEP SYSTEM ..... 49

SIDE LETTER..... 50

## PREAMBLE

This Agreement is entered into by the City of Geneva (hereinafter referred to as the City or the Employer) and The Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the FOP Labor Council or Labor Council).

It is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect to wages, hours of employment and other conditions of employment that will be in effect during the term of this Agreement for represented officers covered by this agreement; to prevent interruptions of work and interference with the operations of the City; to encourage and improve efficiency and productivity; and to provide procedures for the prompt, equitable and peaceful adjustment of grievances as provided herein.

NOW, THEREFORE, the parties agree as follows:

## ARTICLE 1

### RECOGNITION

#### Section 1 – Recognition

Pursuant to the certification by the Illinois State Labor Relations Board Case No. S-RC-10-127 the City hereby recognizes the Illinois Fraternal Order of Police Labor Council as the sole and exclusive bargaining representative for the purpose of collective bargaining on any and all matters related to wages, hours, and working conditions for represented officers in the following unit:

- Included: All full-time sworn police officers employed by the city of Geneva (hereinafter referred to as “represented officers”)
- Excluded: All other represented officers employed with the City of Geneva

It is agreed and understood by the parties, that only full-time sworn police patrol officers are included in the certification. Specifically excluded are all other represented officers of the City including any other rank of officer and non-sworn personnel in the police department.

#### Section 2 – Part-time Police Officers

The City may employ part-time police officers and other non-sworn civilian personnel (including, but not limited to ESDA volunteers and Community Service Officers) as the City shall deem necessary to serve the policing needs of the Community in emergency situations, to cover special events, or for traffic control. The City shall not employ part-time police officers in order to replace represented officers on a permanent basis.

#### Section 3 – Probationary Period

Each newly hired regular full time sworn police officer shall be employed in a probationary period of not less than eighteen (18) months from the first day of employment. During the probationary period represented officers may be subject to discipline, including discharge, with or without cause, but shall have no recourse to the grievance procedure. However, represented officers in probationary status shall be covered by all of the other provisions of this Agreement except as specified herein.

## ARTICLE 2

### FOP LABOR COUNCIL SECURITY AND RIGHTS

#### Section 1 – Dues Deductions

While this Agreement is in effect, the City will deduct authorized Labor Council uniform dues from the pay of each represented officer who has filed with the City, a voluntary, written authorization form (attached hereto as Appendix “A”). The Labor Council will provide the City thirty (30) days written notice of any such change in the amount of uniform dues to be deducted. Money deducted as and for payment of such dues shall be remitted to the Labor Council normally by the tenth (10th) day of the month following deduction. Any Labor Council member desiring to revoke the dues authorization, may do so by written notice to the Council and the City by certified mail, return receipt requested, at any time during the sixty (60) day period prior to the annual anniversary date of the contract. Any such revocation shall be effective for the first scheduled deduction following expiration of one week after the City’s receipt of the revocation notice.

The City shall provide the Labor Council within thirty (30) days of hire, the name, address, classification, rate of salary and starting date of any newly hired or rehired represented officer.

#### Section 2 – Fair Share Fee

Present represented officers who are not members of the Labor Council shall have deducted from their pay and transmitted to the Labor Council a fair share fee (not to exceed the amount of Labor Council dues) of the cost of the collective bargaining process and contract administration. All represented officers hired on or after the effective date of this Agreement and who have not made application for Labor Council membership shall, commencing (30) thirty days after employment, also have deducted from their pay and transmitted to the Labor Council a fair share fee of the cost of the collective bargaining process and contract administration. The Labor Council shall annually prepare and publish a statement showing the cost of collective bargaining and contract administration.

#### Section 3 – FOP Labor Council Indemnification

The FOP Labor Council shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by the reason of action taken or not taken by the City in complying with the provisions of the Article.

## ARTICLE 3

### LABOR MANAGEMENT MEETINGS

#### Section 1 – Meeting Request

A meeting between the Labor Council representatives and City representatives may be requested by written notice given at least seven (7) days in advance specifying a desire to hold a “labor-management meeting”. Such meetings shall be limited to:

- a. A sharing of general information of interest to the parties;

- b. A desire by the City to notify the Labor Council of changes in non contractual conditions of employment contemplated by the City which may affect represented officers; and/or
- c. Safety issues.

### **Section 2 – Exclusivity of Meetings**

Such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at “labor management meetings,” nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such Meetings.

### **Section 3 – Represented Officer Attendance at Meetings**

In the event the City requires any represented officer other than duly authorized members of the bargaining committee to attend such a meeting such attendance shall be considered time worked for compensation purposes. If the time set by agreement for the meeting conflicts with the duty schedule of a bargaining unit member whose presence is requested by the Labor Council the City shall grant such officer release time. The meeting duration shall not exceed one (1) hour (unless an extension of time is mutually agreed upon between the parties) and the number of such released officers shall not exceed two.

## **ARTICLE 4**

### **LABOR COUNCIL REPRESENTATION**

#### **Section 1 – Right of Access**

Two (2) duly authorized representatives of the Labor Council shall upon delivery of written request to the Chief of Police specifying the date, time and duration of a proposed visit, shall have reasonable access to City-controlled premises during working hours to confer with a represented officer in accordance with section 2 of this article, and/or representatives of the City concerning matters covered by this Agreement. A granted request may be terminated and/or the privilege may be revoked altogether because of abuse and shall not interfere with any represented officer's assigned duties.

#### **Section 2 – Labor Council Activity During Work Hours**

Any and all consultations between and among represented officers and/or Labor Council officials concerning Labor Council business or in the handling and processing of grievances shall take place in a manner which does not interfere with City operations. A represented officer may be allowed reasonable time off without loss of pay to investigate and settle grievances, after having received permission from the Chief of Police, or designee.

## **ARTICLE 5**

### **INDEMNIFICATION**

The City agrees to abide by the provisions of 65 ILCS 5/1-4-6 as it relates to indemnification in the event a represented officer should cause injury to the person or property of another in the performance of their official duties. Additionally the City will abide by the provisions of 65 ILCS 5/11-1-2.1 with regard to mutual aid agreements.

## ARTICLE 6

### HOURS OF WORK AND OVERTIME

#### Section 1 – Purpose

This Article is intended to define the normal hours of work and to provide a basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work.

#### Section 2 – Departmental Work Schedule

- A. Except as provided elsewhere in this Agreement, the normal workweek shall be forty (40) hours, based on five eight (8) hour shifts, with a thirty (30) minute paid lunch period provided each day, subject to operational demands. The normal work cycle shall be fourteen (14) consecutive days.
  
- B. The schedule that is in place upon ratification of this agreement may be revised no more than once per year as a matter of unreviewable discretion, provided that notice of the revised schedule be given to the Labor Council no less than sixty (60) days prior to implementation. The Labor Council may suggest alternatives during the notice period but in the absence of agreement, the City's planned reschedule shall take effect. Any schedule that deviates from section (A) above must be mutually agreed upon. The City may make temporary schedule adjustments at any time. For temporary schedule adjustments lasting more than two weeks, however, the City will seek volunteers based on qualifications for assignment, schedule and operational considerations. If no represented officer volunteers for the adjusted schedule change then the change will be assigned to the least senior represented officer

#### Section 3 – Detective Assignment Scheduling

Represented officers assigned as detectives shall work a schedule that may vary from time to time as directed by the City. An officer who determines that a schedule change would benefit the operational needs of the City shall notify his or her supervisor of such determination and obtain approval for the change before a claim for compensation corresponding to the change need be or will be honored. Schedule changes may be approved by Police Commander or designee on a case-by-case basis for the personal needs of a detective; however, in no case shall a schedule change be approved for a represented officer to engage in outside employment, nor shall a schedule change be on a long-term or re-occurring basis. Represented officers called into work on their off duty time shall be paid the appropriate overtime rate of pay pursuant to this Agreement.

#### Section 4 – Shift Selection

All shifts for represented officers within the police department shall be selected based on seniority as defined in this agreement.

#### Section 5 – Trading Shifts

Upon written request, represented officers may be allowed to trade shifts within the same fourteen (14) day work cycle, with a minimum of twenty-four (24) hours notice and prior approval by the Chief of Police and/or designee, which shall not be unreasonably denied. A trade day will be considered an officer's regularly scheduled work day for purposes of overtime.

Disputes resulting from this section may only proceed through Step 4 of the grievance procedure and are not subject to arbitration.

**Section 6 – Overtime Pay.**

A represented officer shall be paid one and one-half times their regular hourly rate-of-pay for all hours worked in excess of eighty (80) hours in a work cycle. For Sundays, when Sunday is not the officer's regularly scheduled workday, actual hours worked by the represented officer shall be paid at double time. Upon mutual agreement between the represented officer and his/her supervisor, compensatory time may be elected in lieu of overtime, at the rate of one and one half (1½) hours for each hour of overtime worked. For purposes of this Article, time worked shall include only that time spent on duty as provided by the Fair Labor Standards Act (FLSA), and paid time off only. Hours worked for overtime purposes shall not include any uncompensated periods or any other unpaid leaves of absence.

**Section 7 – No Pyramiding**

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

**Section 8 – Court Time**

Represented Officers required to attend court or inquests, or subpoenaed to appear in any court on behalf of the City, shall be compensated in accordance with this article. Officers will be paid for the lunch period if required to return for further testimony after the lunch period on said day.

Represented officers who are required to attend court outside their regularly scheduled work time (but more than two hours prior than a scheduled duty shift) will be compensated at the overtime rate of pay with a guaranteed minimum of three (3) hours or time served whichever is greater. Represented officers are guaranteed two (2) hours of overtime whenever the scheduled court call precedes a scheduled duty shift by two hours or less. Represented officers who attend court while on-duty, but where the court call extends into off-duty time, shall receive overtime only for the hours worked beyond their normal shift.

Subpoena cancellations not given within eight (8) hours notice, will result in the minimum court allowance payment to the represented officer as provided for above. Notice shall be defined as a reasonable effort on the part of the City and/or State's Attorney to make contact with the represented officer.

**Section 9 – Stand-by (On-Call Pay)**

Represented officers assigned as detectives, or those assigned as evidence technician/accident investigators, shall be compensated one (1) hour pay at time and one-half their regular rate of pay for "on-call" duty for each day of the week (Monday through Sunday) including holidays for which they are on-call. If called for duty, the represented officer shall receive compensation for actual time worked. This section shall not apply to those represented officers assigned to a multi-jurisdictional task force or other similar entity.

**Section 10 – Computation of Hourly Salary**

For the purposes of determining overtime compensation, represented officers' hourly salary shall be computed based upon an annual work year of 2080 hours and their base pay.

## **Section 11 – Overtime Work Opportunities**

In the event the city determines a need to assign work to a represented officer that will require the officer to work hours that must be compensated at overtime rates per this Agreement, the represented officer shall perform the assignment as directed. Demonstrated inequities in overtime work opportunities shall be corrected by preferential future assignments and not under any circumstances by payment for time not worked. Nothing in this agreement shall be construed to confer upon any represented officer a right to work any hour(s) and overtime rate(s).

Overtime that is a result of a shift going below minimums due to illness, special assignment, or for operational needs as identified by the Chief of Police or designee shall be termed “immediate” overtime. For immediate overtime, all reasonable attempts will be made to divide as evenly (hours available) as possible between the outgoing shift and the oncoming adjacent shift. Overtime will be offered by seniority to the represented officers working the shift that is adjacent to the needed shift and by seniority to the officers who are scheduled to work the oncoming adjacent shift.

Short notice overtime applies to the schedules that are currently posted and not in the schedule book. Short notice overtime will be posted in the squad room on a rotating shift basis and on a first come/first serve basis. If there are multiple shifts listed, represented officers will be limited to one shift or portion of a shift for the first week it is posted. If it remains posted for more than a week, represented officers may sign up for multiple shifts. Represented officers will be required to sign their own name and date it at the time of signing.

Long term overtime applies to schedules that have not yet been posted and are in the schedule book. If multiple shifts are listed, represented officers will be limited to one shift or portion of a shift for the first week it is posted. If they remain posted for more than a week, represented officers may sign up for multiple shifts. Represented officers will be required to sign their own name and date it at the time of signing.

Represented officers shall not be permitted to work more than fourteen (14) continuous hours, unless an emergency circumstance or authorized by the Chief of Police or designee. The above procedures may be modified upon the agreement of both parties.

## **Section 12 – Off-Duty Overtime Details**

A represented officer who may be assigned to an off duty detail shall be paid at the represented officer overtime rate of pay. Off duty detail shall be assigned on a first come, first served basis.

## **Section 13 – Call Back**

Represented officers who are “called back” to work after having been released from their regularly scheduled work day, and more than two (2) hours before the start of the next regularly scheduled work day shall be paid for a minimum of two (2) hours at time and one-half their regular rate of pay. Call back time begins when the represented officer is notified and ends when the represented officer leaves the place of reporting. This section does not apply to represented officers who are scheduled in advance for overtime.

### **Section 14 – Compensatory Time**

Upon mutual agreement a represented officer may opt to receive compensatory time in lieu of paid overtime. Compensatory time is earned at the same rate overtime would have been earned; time and one-half or double time.

The maximum number of hours of compensatory time that can be accumulated is 100 hours. Compensatory time may be used in minimum increments of one (1) hour and a maximum increment of eighty (80) hours. No more than one-hundred twelve (112) hours may be taken in a fiscal year. Authorization of said time-off must not unduly disrupt operations as determined by the authorizing supervisors. Represented officers are required to utilize their accrued compensatory time by the end of the fiscal year that follows the fiscal year in which the compensatory time was earned. All compensatory time not used within the timeframe stated above, will be paid to the represented officer at the appropriate rate of pay. Upon separation, any unused time shall be paid at the represented officer's final regular rate of pay.

### **Section 15 – Use of Benefit Time**

- A. Represented officers shall be allowed to use their earned/accrued benefit time (Compensatory Time, Holidays, Personal Days, or Vacation or other similar time) in accordance with this Agreement. Represented officers shall not be required to use benefit time in any particular order (i.e. - be required to use all vacation time prior to using other benefits).
- B. The following conditions apply to use of earned/accrued benefit time (Compensatory Time, Holidays, Personal Days, Vacation, or other similar time), however, these conditions may be waived by Chief of Police or designee:
  1. Benefit time off shall not exceed two consecutive weeks;
  2. No requests will generally be permitted during the week of Swedish Days;
  3. Represented Officers will not be authorized to take more than a total of ten (10) days off between June 1 and August 31;
  4. Represented Officers who are scheduled off the duty shift schedule will not be permitted to sign up for overtime on the duty shift schedule during the period of time that they are off (this restriction does not apply to outside detail assignments).

## **ARTICLE 7**

### **REPRESENTED OFFICER SECURITY**

#### **Section 1 – Just Cause Standard**

No represented non-probationary officer covered by this Agreement shall be disciplined without just cause.

#### **Section 2 – Represented Officer Notification**

A copy of any disciplinary action that is based upon a represented officer's performance or misconduct, which is placed in the personnel and/or disciplinary file(s) shall be sent to the represented officer within seven (7) calendar days of being placed into said file(s).

### **Section 3 – Discipline**

Upon written request by the represented officer to the Chief of Police, the parties agree that oral or written warnings shall be disregarded in making determination of future disciplinary actions when more than two (2) years have passed since the prior action was taken and no subsequent disciplinary actions based on any type of offense have been taken in the meantime. Disciplinary actions resulting in suspension or loss of pay shall be disregarded in making determinations of future disciplinary actions when more than five (5) years have passed conditioned upon applicable remediation efforts, if any (e.g. completion of substance abuse or anger management program, correction of poor attendance record) and no subsequent disciplinary actions based on any type of offense have been taken in the meantime.

### **Section 4 – Representation**

At the represented officer's request, a Labor Council representative will be allowed to attend any investigatory interview, which the represented officer reasonably believes may lead to discipline. The interview shall be reasonably delayed to allow the represented officer an opportunity to have a Labor Council representative present. The represented officer may however be relieved of duty with pay pending the arrival of such representative.

### **Section 5 – Notice of Disciplinary Action**

The Chief of Police or designee shall notify a represented officer of any disciplinary action that the Chief of Police or designee reasonably believe will result in a suspension or termination. The represented officer may request a meeting with the Chief of Police to discuss the proposed suspension or termination prior to instituting discipline. The represented officer shall have the right to have a Labor Council representative present at the requested meeting.

### **Section 6 – Personnel Files**

The City agrees to comply with the provisions of the Illinois Personnel Record Review Act, 820 ILCS 40/1, et. seq.

### **Section 7 – Personal Assets**

Absent reasonable cause, the City will not require or request represented officers to disclose any item of their personal property, income, assets, source of income or assets, debts or personal or domestic expenditures (including those of any member of their immediate family or household). The provisions of this Section shall not be applicable if such disclosure is required by subpoena or court order. However, the City will use reasonable discretion in determining how to respond to a subpoena that seeks the disclosure of personal assets of represented officers. If the City in the use of its reasonable discretion determines that it is necessary to disclose personal information about represented officers, the City will give the represented officers advance notice.

### **Section 8 – Release of Information**

No photograph, home address or personal phone number of a represented officer will be intentionally disclosed by the City directly to the media or general public at any time during the term of this agreement. If the City in its reasonable discretion determines that it is necessary to disclose personal information about the represented officers, the City will give the represented officer advance notice of such disclosure in advance of its release.

**Section 9 – Use of Unfounded Material**

Any information of an adverse nature which the City determines to be unfounded and not sustained, shall not be used against a represented officer in any future disciplinary proceeding.

**Section 10 – Bill of Rights**

The City and the Labor Council shall abide by the lawful requirements of the “Uniform Police Officer’s Disciplinary Act,” 50 ILCS 725/1 – 725/7 as amended.

**ARTICLE 8**

**GRIEVANCE PROCEDURE**

**Section 1 – Definition**

A grievance shall be defined as a dispute or difference of opinion, which has arisen between the parties alleging that there has been a violation, misapplication or misinterpretation of an express provision of this Agreement.

**Section 2 – Representation**

A represented officer or the Labor Council on behalf of a represented officer or group of represented officers may process grievances. The Labor Council may have the grievant or grievants present at any step of the grievance procedure, and the grievant is entitled to Labor Council representation at any step of the grievance.

**Section 3 – Grievance Procedure**

A grievance must be raised within ten (10) calendar days of the occurrence of the event giving rise to the grievance or the time at which the grievant reasonably should have become aware of the event giving rise to the grievance. A grievance may be initiated by the Labor Council or an aggrieved represented officer. If the Labor Council files a grievance, it shall be initiated at Step 2 of the procedure. Grievances involving suspension or termination shall be initiated at Step 3 of the procedure. If the City fails to provide an answer within the time limits so provided, the Labor Council or Grievant may immediately appeal to the next step. The grievance procedure is not available to the City and the City need not follow it prior to taking disciplinary legal action against any represented officer or against the Labor Council. The parties may mutually agree in writing to extend any time limits. A grievance shall be processed as follows:

**STEP 1:**

Any represented officer may submit a written grievance with the officer’s immediate supervisor. The supervisor shall then attempt to resolve the matter and shall respond in writing within ten (10) calendar days after submittal.

**STEP 2:**

If the grievance is not settled at Step 1 and the represented officer, or the Labor Council if a Labor Council grievance, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Patrol Commander or his/her designee within ten (10) calendar days after receipt of the answer in Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Police Commander or designee shall investigate the grievance and, in the course of such

investigation, shall offer to discuss the grievance within ten (10) calendar days with the grievant and an authorized Labor Council representative, if one is requested by the represented officer, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Police Commander or designee shall provide a written answer to the grievant or to the Labor Council if a Labor Council grievance, within ten (10) calendar days following their meeting.

**STEP 3:**

If the grievance is not settled at Step 2 and the represented officer, or the Labor Council if a Labor Council grievance, wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing designated as a “grievance” to the Chief of Police or his/her designee within ten (10) calendar days after receipt of the City’s answer in Step 2. The Chief of Police or his/her designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) calendar days with the grievant and an authorized Labor Council representative, if one is requested by the represented officer, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Chief of Police or his/her designee shall provide a written answer to the grievant or to the Labor Council if a Labor Council grievance, within ten (10) calendar days following their meeting.

**STEP 4:**

If the grievance is not settled at Step 3 and the represented officer, or the Labor Council if a Labor Council grievance, wishes to appeal the grievance to Step 4 of the grievance procedure, it shall be submitted in writing designated as a “grievance” to the City Administrator or his/her designee within ten (10) calendar days after receipt of the City’s answer in Step 3. The City Administrator or his/her designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) calendar days with the grievant and an authorized Labor Council representative, if one is requested by the represented officer, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the City Administrator or his/her designee shall provide a written answer to the grievant or to the Labor Council if a Labor Council grievance, within ten (10) calendar days following their meeting.

**Section 4 – Arbitration**

(a) The parties shall attempt to agree upon arbitrator within ten (10) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) day period, the parties shall jointly request the Federal Mediation and Conciliation Services to submit a list of seven (7) names drawn from among neutral arbitrators (i) whose principal business offices are in Illinois, Wisconsin, Iowa, or Indiana and (ii) who are members of the National Academy of Arbitrators. The City and the Labor Council shall alternate striking names for the panel list until one name remains and that remaining name shall be the chosen arbitrator. The order of alternate striking shall be determined by a coin toss with the loser striking first.

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

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

(d) The arbitrator shall submit the decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is the later.

(e) More than one (1) grievance can be submitted to the same arbitrator if both parties mutually agree in writing.

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

#### **Section 5 – Limitations of Authority of Arbitrator**

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. Any decision or award of the arbitrator rendered within the limitations of this section shall be final and binding upon the City, the Labor Council, and the represented officers covered by this Agreement.

#### **Section 6 Represented Officers Rights**

The Chief of Police, his designee, or such other individual as specified by the City, shall have the authority to discipline, suspend, or terminate bargaining unit represented officers. Nothing herein shall be deemed to impair or abrogate the authority of the Board of Police and Fire Commissioners with respect to the appeal of all discipline. However, in cases of suspensions five (5) days or less and terminations, a represented officer shall have the option to choose between the Board of Police and Fire Commissioners or appeal through the grievance procedure.

### **ARTICLE 9**

#### **NO STRIKE OR LOCK OUT**

##### **Section 1 – No Strike**

Neither the Labor Council nor any officers, agents, or represented officers covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, slowdown, sitdown, concerted stoppage of work, concerted refusal to perform overtime, mass absenteeism, or any other intentional interruption or disruption of the operations of the City, regardless of the reason for so doing. Any violation of this Article may be considered just cause for discharge of the represented officer involved. In case of any appeal from the City's decision to terminate its employment of a represented officer or to impose disciplinary action for violation of this Article, the sole question to be decided shall be whether the represented officer in fact participated in a prohibited act. Disciplinary suspensions issued in lieu of discharge may be staggered so as to minimize interference with work, and the City's determination as to the length of suspension(s) to be imposed shall not be subject to appeal.

**Section 2 – No Lock Out**

The City will not lock out any represented officer during the term of this Agreement as a result of an actual or anticipated labor dispute with the Labor Council.

**Section 3 – Judicial Restraint**

Nothing contained herein shall preclude the City or the Labor Council from seeking judicial restraint and damages in the event the other party violates this Article.

**ARTICLE 10**

**HOLIDAYS**

**Section 1 – Holidays**

The following holidays are officially designated as observed holidays and represented officers shall be paid at the following rates based upon their regular rate of pay:

<b>Major Holidays</b>	<b>Day Observed</b>	<b>Pay if 8 hours worked</b>	<b>Pay if not worked</b>
New Year’s Day	1-Jan	20 Hours	8 Hours
Memorial Day	Last Monday in May	20 Hours	8 Hours
Independence Day	4-Jul	20 Hours	8 Hours
Thanksgiving Day	Fourth Thursday in November	20 Hours	8 Hours
Christmas Eve Day	24-Dec	20 Hours	8 Hours
Christmas Day	25-Dec	20 Hours	8 Hours
<b>Other Holidays</b>		<b>Pay if 8 hours worked</b>	<b>Pay if not worked</b>
Martin Luther King Jr Day	Same as National Holiday	16 Hours	8 Hours
President’s Day	Same as National Holiday	16 Hours	8 Hours
Spring Holiday	Friday before Easter	16 Hours	8 Hours
Labor day	First Monday in September	16 Hours	8 Hours
Day after Thanksgiving	Friday after Thanksgiving	16 Hours	8 Hours

**Section 2 – Personal Days**

Represented officers shall earn three (3) Personal Days as paid days off for personal business upon completion of ninety (90) days of employment with the City, and thereafter personal days are earned on the represented officer’s anniversary date. The taking of a Personal Day shall be scheduled with the Police Commander or designee and may be taken in one hour (1) increments.

Unused personal days will not be allowed to be carried over into the next year (based upon the represented officer’s anniversary date) without advance approval by the Chief of Police. Personal days may not be compensated for if they are not used as a paid day off from the officer’s regular work schedule. Upon separation of employment, unused personal days will not be compensated.

### **Section 3 – Safety Days**

Represented Officers have an opportunity to earn a Safety Day as additional paid time off. A Safety Day shall be a full eight (8) hour day off. A safety day is earned by serving twelve (12) consecutive months without being involved in a chargeable accident. The time period for earning the Safety Day shall be the fiscal year, May 1 to April 30. The Safety Day must be taken in the following fiscal year and be taken in full increments. An unused Safety Day shall not be allowed to be carried over into the next fiscal year. A represented officer shall be eligible for a paid Safety Day after one (1) year of service without an accident as defined below.

For the purposes of the Safety Day provision, an accident shall be defined as:

1. An injury incurred which required professional medical attention and loss of time at work, the latter interpreted as missing any part of the workday following the day the officer's injury occurred or time missed on a subsequent date due to the accident-related injury; or
2. An accident resulting in damage to City-owned or private property or equipment amounting to a value in excess of \$500.00.

### **Section 4 – Holiday Hours Defined**

A holiday shall cover a twenty-four (24) hour period beginning at 0000 hours on the day of the holiday and continue until 2359 hours.

### **Section 5 – Holiday During Vacations**

When a holiday falls during a represented officer's vacation, the represented officer shall have the option of receiving eight hours straight time holiday pay, or eight hours of compensatory time in lieu of holiday pay.

### **Section 6 – Holiday Holdover Pay**

On a recognized holiday, represented officers held over beyond their regular shift hours shall be compensated at double the straight-time hourly rate-of-pay for all such holdover hours of work.

## **ARTICLE 11**

### **SENIORITY, LAYOFF, RECALL**

#### **Section 1 – Definition of Seniority**

Seniority is defined as the represented officer's length of continuous full-time employment by the City in the capacity of Police Officer dating from the last date of hire. If hired on the same date, ranking on the eligibility list shall establish seniority with the officer with the higher ranking being the most senior. Seniority status and rights associated with the same shall be lost and shall be considered to be of no further force or effect upon any of the following occasions:

- a) Termination of employment by separation of services due to resignation, termination for just cause, termination during probationary period, or layoff;
- b) Death or retirement;
- c) Absence without leave for three consecutive calendar days, except for good cause shown due to circumstances beyond the control of the represented officer.

## **Section 2 – Seniority List**

On or before January 1<sup>st</sup> each year, the City shall prepare and forward to the Labor Council a list setting forth the present seniority dates for all represented officers covered by this Agreement and the list shall become effective on or after the date of execution of this Agreement. This list shall resolve all questions of seniority affecting represented officers covered under this Agreement or employed at the time the Agreement becomes effective. Thereafter, on or before January 1<sup>st</sup> each year the City will post and provide the Labor Council with a seniority list setting forth each represented officer's seniority date. Disputes as to seniority listing shall be resolved through the grievance procedure.

## **Section 3 – Layoff**

The City, in its discretion, shall determine when and whether layoffs are necessary. If the City so determines that these conditions exist represented officers covered by this Agreement will be laid off in accordance with their length of service with the City as provided in Illinois Compiled Statutes 65 ILCS 5/10-2.1-18. Further, if conditions exist wherein the City is able to foresee the need for a layoff, the City shall provide represented officers at least thirty (30) days advance notice of the effective date of such layoff. In lieu of advance notice, the affected officers may be placed on paid administrative leave for any part or all of the notice period. While on layoff status, represented officers do not accrue and are not eligible to receive nor entitled to City benefits. Time off on layoff status shall not be counted toward years of service. Part-time officers will be laid off prior to any full time represented officer being laid off.

## **Section 4 – Recall**

Represented officers who are laid off shall be placed on a recall list. If the City thereafter elects to increase the number of officers and for that purpose elects to recall one or more previously laid off represented officers, who remain on the recall list with seniority, the City shall recall in line with the original order of layoff. Represented officers who are selected for recall shall be given no less than seven (7) calendar days' notice by certified or registered mail, return receipt requested, with a copy to the Labor Council, provided that the represented officer must notify the City of his/her intention to return to work within three (3) calendar days after receipt of notice and must present him or herself for duty assignment no later than fourteen (14) calendar days after receiving notice of recall. This time period can be mutually extended. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the represented officer, it being the obligation and responsibility of the represented officer to provide the City with his/her latest mailing address. If a represented officer fails to timely respond to a recall notice his/her name shall be removed from the recall list.

## **ARTICLE 12**

### **VACATIONS**

#### **Section 1 – Eligibility and Allowances**

Every represented officer shall be eligible for vacation benefits as shown below. Vacation allowances shall be earned on the represented officer's anniversary date and based upon completed year of continuous service as follows:

<b>Years of Full-Time Service</b>	<b>Vacation Days (40 Hour Represented officer)</b>
After 1 year of employment	10 working days
After 2 years of employment	11 working days
After 4 years of employment	12 working days
After 6 years of employment	15 working days
After 10 years of employment	16 working days
After 11 years of employment	17 working days
After 12 years of employment	18 working days
After 13 years of employment	19 working days
After 14 years of employment	20 working days
After 17 years of employment	21 working days
After 20 years of employment	23 working days
After 23 years of employment	24 working days
After 24 years of employment	25 working days

Vacation leave earned during the represented officer's service year shall be taken during the following service year. For example, ten (10) days of vacation time earned in the first year of continuous service shall be taken during the second year of service. Vacation days shall be taken in accordance with this Agreement.

**Section 2 – Vacation Pay**

Vacation pay shall be paid at the represented officer's regular straight-time hourly rate of pay in effect on the payday immediately preceding the represented officer's vacation.

**Section 3 – Scheduling**

Represented officers shall select vacation based on seniority as defined in this Agreement. Vacation requests submitted prior to December 31<sup>st</sup> shall be given priority over any other time off requests for the calendar year.

The following conditions apply to vacation requests; however, these conditions may be waived by Chief of Police or designee:

1. Represented officers may select their vacation in one-day (1) increments. If there are simultaneous requests of one (1) week and one (1) day, priority shall be given to the represented officer requesting one (1) week;
2. Vacation requests shall be submitted in a timely manner, but not less than ten (10) calendar days prior to the start of the requested vacation;
3. Vacation time shall not be carried over from one anniversary year to the next, except as authorized by the Chief of Police or designee.

Once approved, vacation requests shall not normally be rescinded unless a) the Chief of Police or designee determines the request will impose an extreme burden on either the duty shift schedule or the operational efficiency of the Department due to prolonged illness, disabilities, injuries, emergency situations, or other related Departmental activities or functions; or b) the represented

officer requests cancellation within ten (10) calendar days of the start of the originally requested vacation.

#### **Section 4 – Vacation Benefits at Separation**

On separation of employment in good standing, represented officers will be paid for unused earned vacation on a pro-rata basis determined by years of service. Specifically excluded are all represented officers who terminate, or are terminated prior to the completion of their probationary period. In the event of a represented officer's death, compensation for all unused earned vacation time shall be paid to the officer's estate.

### **ARTICLE 13**

#### **SICK LEAVE**

#### **Section 1 – Days Earned**

Represented officers shall earn eight (8) hours per month sick leave, after thirty (30) days of employment, except in the case of unpaid leaves of absence and while on unpaid Family and Medical Leave.

#### **Section 2 – Sick Leave Accumulation**

Sick leave may be accumulated from year to year, with no maximum number of hours accrued. Any earned and unused sick leave shall not be compensated at separation, other than upon retirement. Represented officers may choose to "cash in" up to the equivalent of four hundred eighty (480) hours upon retirement.

#### **Section 3 – Sick Leave Utilization**

Sick leave is considered a privilege and not a right to be used at the represented officer's discretion for personal business. Sick leave is to be utilized out of necessity for actual sickness, disability, illness, immediate family injury or illness, doctor appointments, or dentist appointments. Whenever possible, medical appointment should be scheduled in a timely manner in order to minimize the officer's absence from work.

For the purpose of this section, immediate family member is defined as spouse, children (natural, adopted, foster or stepchild), sister, brother, parents (including natural, step-parent, or legal guardian), in-laws (mother, father, daughter, son, sister, brother), grandparent or grandchild.

The City reserves the right to have sick leave absences confirmed by a medical doctor or other health practitioner. If the represented officer is absent from work for two (2) consecutive shifts due to sickness, the represented officer may be required to obtain a physician's certification of illness and release to return to work at full duty.

### **ARTICLE 14**

#### **ADDITIONAL LEAVE OF ABSENCE**

#### **Section 1 – Unpaid Discretionary Leave**

The City may grant an unpaid leave of absence under this Article to any represented officer where the City determines there is good and sufficient reason, granted on the assumption that the represented officer will be available to return to regular employment.

## **Section 2 – Application for Leave**

Any request for a leave of absence shall be submitted in writing by the represented officer to the Chief of Police or his/her designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the represented officer desires. Authorization for leave of absence shall, if granted, be furnished to the represented officer by the City in writing.

Sick pay will not continue to accrue during the authorized leave of absence. Represented officers will not be paid for holidays, which may fall during the period on they are on leave.

## **Section 3 – Military Leave**

The parties agree to abide by State and Federal Law as it relates to Military Leave and Benefits; the parties may, through contract or policy provide additional benefits but shall not diminish any current statutory benefits.

## **Section 4 – Bereavement Leave**

In the event of a death in the immediate family (defined as the represented officer's legal spouse, children (natural, adopted, foster, or step-children), parents (including natural, step-mother, step-father, legal guardian), mother-in-law, father-in-law, brother, step-brother, brother-in-law and sister, step-sister, sister-in-law, grandparents, and grandchildren, an represented officer shall be granted three (3) scheduled work days without loss of pay, as funeral leave. Such leave time may only be taken within a two (2) week period from the first day of leave taken for such purpose. Represented officers may be granted one (1) scheduled work day without loss of pay in the case of death of other relatives upon approval of the Chief of Police. This leave can be extended on a day to day basis at the discretion of the Chief of Police. Days taken as funeral leave shall not be deducted from sick leave or any other paid leave.

## **Section 5 – Line of Duty Injury**

A represented officer who sustains an injury or illness arising out of and in the course of employment with the City shall be covered by the provisions of the Public Represented officers Disability Act, 5 ILCS 345/0.01 *et. seq.*

## **Section 6 – Benefits While on Leave**

Unless otherwise stated in this Agreement or otherwise required by law, length of service shall not accrue for a represented officer who is on an approved unpaid leave status. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the represented officer returns to work on pay status. Unless otherwise stated in this Article, a represented officer returning from leave will have seniority continued after the period of the leave. Upon return, the City will place the represented officer in his or her previous position if the position is vacant; if not vacant, the represented officer will be placed in the first available opening in his or her position according to the represented officer's seniority, where skill and ability to perform the work without additional training is equal.

- a. If, upon the expiration of a leave of absence, there is no work available for the represented officer or if the represented officer could have been laid off according to seniority except for the leave, the represented officer shall go directly on layoff.

- b. During the approved leave of absence under this Agreement, group health care coverage will continue for up to ninety (90) days. Payment for the represented officer's portion of the insurance premium must be received in the Human Resources Officer no later than the first of each month during the leave of absence. After ninety (90) days the represented officer may continue health care coverage by paying the full group premium rate, plus any applicable administrative fees as allowed by law.
- c. Represented officers will not be paid for holidays which fall during the period they are on an approved unpaid leave.

### **Section 7 – Family and Medical Leave Act of 1993**

The City shall comply with the Family and Medical Leave Act of 1993 (FMLA) and the regulations issued in conjunction with the FMLA. Except as otherwise provided in the FMLA, the City will grant leaves of absence in accordance with the provisions of this Agreement. For purposes of FMLA, the City has adopted a rolling twelve (12) month period. Represented officers on approved FMLA leave are required to use applicable accrued sick leave, vacation leave, or personal leave time prior to leave without pay. Such paid time will run concurrently with the approved unpaid FMLA leave time. Represented Officers shall not "accrue" sick leave while on unpaid Family Medical Leave, but will continue to "earn" vacation leave, updated upon the annual service anniversary date, as if they were not away from their job, in accordance with federal regulations.

### **Section 8 – Light Duty**

The City shall provide suitable modified or light work for represented officers who are temporarily unable to return to work due to injury or temporary disability, pursuant to the modified or light duty policy in the City of Geneva Personnel Policy Manual adopted November 7, 1988 as amended May 3, 2010 and attached as Appendix "B".

### **Section 9 – Jury Duty**

Represented officers who are called for or selected to serve on a jury trial shall receive their regular base rate of pay while performing these duties. Since the represented officer will continue to be paid by the City, the represented officer will be required to turn over any remuneration received for performing jury service to the City's Finance Office. Leave for jury duty will not be charged against the represented officer's annual leave or sick leave and all benefits will continue to accumulate during each day of jury duty leave.

## **ARTICLE 15**

### **UNIFORM ALLOWANCE**

#### **Section 1 – Uniform Allowance**

The City shall provide each newly hired represented officer with the equipment necessary as determined by the Chief of Police to perform patrol or investigation duties. Thereafter, each represented officer assigned to patrol shall be reimbursed up to an annual amount of five hundred and twenty-five (\$525), per fiscal year to obtain authorized or approved uniforms and related equipment. Represented officers assigned as detectives shall be reimbursed up to an additional one hundred sixty dollars (\$160) per fiscal year to obtain appropriate clothing.

No advance payments shall be made for uniforms and/or clothing. Reimbursement shall be made only after authorized purchases are made and receipts are submitted with an expense voucher. Uniform or clothing allowance shall be taxed per IRS regulations.

## **ARTICLE 16**

### **EDUCATION, TRAVEL & GENERAL**

#### **Section 1 – Educational Assistance**

Represented officers wishing to advance their educational qualifications at college level may be reimbursed the cost of tuition for successful completion of college level courses, which are relative to their work assignments and/or career development. Successful completion of the courses of study shall mean the attainment of a “C” grade (or equivalent) and/or a certification of same.

Before reimbursement may be granted, the represented officer must obtain written approval from the Chief of Police. Requests for reimbursement shall be made no later than two (2) months prior to the beginning of the fiscal year in which the represented officer wishes to attend the courses. In the event funding is not available in the approved budget or has already been expended for any fiscal year, but all other requirements are met, represented officers may re-submit their request for reimbursement for the next fiscal year’s budget at least two (2) months prior to the beginning of the next fiscal year.

Reimbursement may be made upon submission of written receipts for approved courses, after completion of the course. Such approved courses shall be attended during the represented officer’s time away from work and not during working hours.

If a represented officer separates from employment with the City within the following stated periods of time from the date of, completion of an approved course, and as set forth below, the represented officer shall repay the City, upon demand, the sum equivalent to the percentage of reimbursement as follows:

<b>PERIOD</b>	<b>REPAYMENT PERCENTAGE</b>
0 Days - 180 Days	100%
181 Days - 360 Days	75%
361 Days - 540 Days	50%
541 Days - 720 Days	25%

Courses or programs that may be eligible for reimbursement include classes offered by an accredited college, university, or technical school, courses offered as part of an adult continuing education program, and courses offered by a professional educational or training company or facility, as approved by the Chief of Police.

The Education Assistance program should not be considered an entitlement and is subject to annual approval and appropriation by the City Council during the budget process.

#### **Section 2 – Travel Expense**

It is the policy of the City to reimburse represented officers for authorized expenses incurred by them in the performance of their duties. For purposes of out-of-city (Geneva)

training, the City will reimburse the represented officer up to \$11.00 per meal, unless the officer attends training that requires an overnight stay. For purposes of this section, per meal will mean one (1) meal within an eight (8) hour time period. For authorized training that requires an overnight stay, the officer will be reimbursed up to \$50.00 per day for high-cost (metropolitan) areas and \$35.00 per day for other localities. If a City vehicle is available for travel no mileage reimbursement will be approved; however, if one is not available the represented officer will be reimbursed at the rate set by the Internal Revenue Service for mileage reimbursement. All training and reimbursement must be pre-approved by the Chief of Police or designee.

### **Section 3 – Firearms Qualification**

For the purposes of departmentally sanctioned or approved firearms training or firearms qualifications, the City shall provide all ammunition required, to be used for such purposes, at no cost to the officer.

### **Section 4 – Council Use of Bulletin Boards**

The Employer shall provide the Labor Council with designated space on an available bulletin board which will be used solely for Labor Council purpose for the posting of official Labor Council notices of a non-political, non-inflammatory nature. The Chief of Police reserves the right to remove any non-compliant materials.

### **Section 5 – Fitness Standards Testing**

Represented officers shall be allowed to continue to participate on the department's voluntary physical fitness testing. Compensation for successful completion of the testing shall be the same or greater than that which existed on June 23, 2010. No represented officer shall be disciplined or suffer any adverse employment action as a result of participating or not participating in this fitness testing. Testing standards are attached to this Agreement as Appendix "C".

### **Section 6 – Residency**

All represented officers shall reside, as their principal place of residence, within twenty-five (25) miles of the corporate limits of the City (as measured by straight-line distances), from and after any applicable probationary period.

## **ARTICLE 17**

### **HEALTH AND LIFE**

#### **Section 1 – Group Insurance**

During the term of this Agreement, the City shall continue to make available to represented officers and their dependents the same medical, dental, and life insurance plans as provided for all other represented officers of the City. The City reserves the right to make any changes, reductions, modifications, deletions, or improvements with respect to represented officer medical or life insurance (including but not limited to changes in insurance carriers, insurance plans, benefit levels, deductibles, co-payment level, contribution levels, opting for self-insurance, etc.), so long as changes are equally applicable to all employees.

#### **Section 2 – Cost**

During the term of this agreement the City will contribute the following toward the payment of medical premiums: 90% for single coverage; 80% for represented officer plus one or

family coverage. The City Contribution for dental will be 50% for family and 100% for single coverage. Additionally, the City will provide life insurance (in an amount equal to the annual base salary of the represented officer not to exceed policy limits) at no cost to the represented officer.

**Section 3 – Cost Containment**

The City reserves the right to maintain or institute cost containment measures relative to insurance coverage. Such changes may include, but are not limited to, mandatory second options for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for certain designated surgical procedures.

**Section 4 – Terms of Policies Govern**

The extent of coverage under the insurance policies referred to in this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

**Section 5 – Deferred Compensation Plan**

The City may choose to offer a government approved 457 Deferred Compensation Plan. This is a voluntary program and does not have an employer contribution. This plan allows represented officers to earn and invest money now, and pay taxes on it later. The officer’s contribution is automatically deducted from his/her paycheck and applied to an account according to the represented officer’s instructions.

**Section 6 – Spouses and Dependents of Officer Killed in the Line of Duty**

The City agrees to comply with the terms of the Public Safety Employee Benefits Act, 820 ILCS 320/10, as amended from time to time.

**ARTICLE 18**

**WAGES**

**Section 1 – Wage Schedule**

Wages shall be effective upon May 1<sup>st</sup> of each year, based upon the following schedules:

<b>FY 2011-2012</b>							
<b>Hire</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
\$55,833	\$59,134	\$62,420	\$65,707	\$68,994	\$72,301	\$75,587	\$78,873
\$26.84	\$28.43	\$30.01	\$31.59	\$33.17	\$34.76	\$36.34	\$37.92
<b>FY 2012-2013</b>							
<b>Hire</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
\$56,950	\$60,308	\$63,665	\$67,023	\$70,381	\$73,739	\$77,098	\$80,541
\$27.38	\$28.99	\$30.61	\$32.22	\$33.84	\$35.45	\$37.07	\$38.68
<b>FY 2013-2014</b>							
<b>Hire</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
\$58,659	\$62,108	\$65,579	\$69,028	\$72,499	\$75,948	\$79,412	\$82,868
\$28.20	\$29.86	\$31.53	\$33.19	\$34.86	\$36.51	\$38.18	\$39.84

<b>FY 2014-2015</b>							
<b>Hire</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
\$60,403	63,981	\$67,558	\$71,115	\$74,672	\$78,229	\$81,794	\$85,363
29.04	30.76	32.48	34.19	35.90	37.61	39.32	41.04

Annual wages are for illustrative purposes only. Hourly wages will be used when computing pay. Represented Officers shall receive a step increase annually on their anniversary date until the maximum step is achieved. Thereafter, represented officers are only eligible for any general negotiated wage increases. For FY 2011-2012 wages shall be retroactive to May 1, 2011 for all compensable hours.

Current employees will be placed in the step system as shown in Appendix “D”.

**Section 2 – New Hire Placement on Compensation Plan**

New hires shall not be paid below the minimum of the established pay range. The Police Chief with approval of the City Administrator may at their sole discretion determine the pay rate for newly hired officers with prior experience at a step commensurate with years of experience, not to exceed Step 3. For purposes of progressing through the compensation schedule, an officer hired above the minimum rate shall progress through the schedule with “credit” for additional years of service based upon beginning wage rate. For example, an officer is hired at step 3 – is equivalent to an officer who has completed two (2) years of service. Such credit for prior experience, if any, shall be only for purposes of initial placement and subsequent advancement on the Compensation Plan Schedule.

When a represented officer is hired, the date of hiring shall determine the represented officer’s potential rate of pay during the first year. New represented officers shall be appraised at the conclusion of their first anniversary date for their first year of service in the position and upon completion of their probationary period. New officers will be eligible for a step increase on their anniversary date, and annually thereafter, on their anniversary date.

**Section 3 – Performance Appraisals**

Performance appraisals shall be conducted annually at the end of the fiscal year (April) for all represented officers. Mid-year reviews shall be conducted in October or November of the fiscal year.

Performance Appraisals will not be used as the basis for wage increases; however, performance appraisals may be used for other performance based decisions, including specialized training, assignments, reassignments and promotions.

**Section 4 – Field Training Officer.**

Represented officers designated as a Field Training Officer shall receive compensation while training at the rate of \$14 per day for all training four (4) hours or less and \$28 per day for all training more than four (4) hours. If the officer may elects compensatory time in lieu of this payment the rate will be at .75 hours for all training less than four (4) hours and 1.5 hours for all training more than four (4) hours. This section shall apply only to represented officers who have a recruit specifically assigned to that officer for that training day.

## **Section 5 – Officer in Charge (O.I.C)**

Represented officers assigned the duties of officer of charge shall receive compensation while performing such duties at the rate of \$14 per day for four (4) hours or less as O.I.C, or \$28 per day for more than four (4) hours as O.I.C. If the officer elects compensatory time in lieu of this payment the rate will be at .75 hours for than four (4) hours as O.I.C and 1.5 hours for more than four (4) hours as O.I.C.

## **ARTICLE 19**

### **REPRESENTED OFFICER TESTING**

#### **Section 1 – Prohibitions**

Represented Officers shall be prohibited from:

1. The unauthorized use, possession, manufacture, distribution or sale of an illegal drug, controlled substance, or drug paraphernalia on City property or while on City business, in or out of City supplied vehicles or during working hours.
2. The unauthorized use, possession, manufacture, distribution, or sale of alcohol on City premises or while on City business, in or out of City supplied vehicles, or during working hours.
3. Storing any illegal drug, drug paraphernalia, any controlled substance whose use is unauthorized, or any container of alcohol, in or on City property (including vehicles). Unopened containers of alcohol in a private vehicle parked on City property shall not be a violation of this policy.
4. Reporting to work, or working, while under the influence of illegal drugs or alcohol, whether on City premises, on City business, or in City-supplied vehicles. For purposes of this provision, the term, “under the influence: shall include physical signs of impairment and/or a blood-alcohol level of 0.02 or greater.
5. Failing to notify their Supervisor, before beginning work that they are taking medications or drugs which may interfere with the safe and effective performance of duties, according to information provided by the provider or prescriber of the medications or drugs.
6. Refusing to immediately submit to an alcohol and/or drug test when requested by a Supervisor, in accordance with this policy.
7. Failing to provide, by the next workday following a request, a valid prescription for any drug or medication identified when the results of a drug test are positive. If the represented officer is taking prescription drugs, the prescription must be in the represented officer’s name.
8. Failing to adhere to the requirements of any drug or alcohol treatment program in which the represented officer is enrolled as a condition of continued employment, or pursuant to a written agreement between the City and the represented officer.

9. Failing to notify the City of any arrest or conviction under any criminal drug or alcohol statute by the next workday following arrest or conviction.

Violation of any of the foregoing prohibitions shall be cause for termination of employment or for lengthy disciplinary suspension action that the City deems warranted under the circumstances of the case.

### **Section 2 – Reasonable Suspicion Drug and Alcohol Testing Permitted**

Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonable person to suspect that a represented officer has used drugs or alcohol so that the represented officer's ability to perform the functions of the job safely is reduced. For example, any of the following, alone or in combination, may constitute reasonable suspicion:

1. Slurred speech
2. Irregular or unusual speech patterns
3. Impaired judgment
4. Alcohol odor on the breath
5. Uncoordinated walking or movement
6. Unusual or irregular behavior such as inattentiveness, listlessness, hyperactivity, hostility or aggressiveness
7. Possession of alcohol or drugs
8. Post-accident and/or post-injury testing may be required of a represented officer when a Supervisor has reasonable suspicion to suspect that an accident and/or injury may be drug and/or alcohol related.

Within twenty-four (24) hours from the time the represented officer is ordered to testing, the City shall provide the represented officer with a written notice setting the facts and inferences which formed the basis of the order to test. Refusal to submit to such test may subject the represented officer to discipline, but the represented officer's taking of the test shall not be construed as a waiver of any objection or rights that the represented officer might possess.

There shall be no random testing for represented officers.

### **Section 3 – Drug and Alcohol Testing**

A drug test under this Agreement is a urinalysis (for drugs) and breath testing using an evidential breath testing device (for alcohol) administered under approved conditions and procedures conducted for the sole purpose of detecting drugs and alcohol. The test will be conducted by a City appointed medical collection facility and paid for by the City. Following authorization for reasonable suspicion or post accident drug testing, the Supervisor or other authorized person will transport the represented officer to the designated collection facility. Should drug and/or alcohol testing need to be conducted after regular office hours or on

weekends, the City's appointed medical collection facility should be contacted and the doctor-on-call will direct the Supervisor to the appropriate location for testing.

The room where the sample is obtained must be private and secure. Documentation shall be maintained that the area has been searched and is free of any foreign substance. The collection shall be performed under standard collection guidelines. Procedural actions shall be taken in all tests to ensure that the sample is from the subject and was actually passed at the time noted on the record.

### **Processing Urine Samples**

Each step in the collection and processing of the urine specimen shall be documented to establish procedural integrity and the chain of custody. All testing will be done using SAMHSA procedures and threshold levels. Confirmation testing will be conducted using Gas Chromatography-Mass Spectrometry. The urine sample shall be retained for twelve (12) months by proper storage method to allow for further testing if necessary. Specimen samples shall be sealed and labeled. Samples shall be stored in a secure and refrigerated atmosphere. A large enough sample shall be taken to allow for a split-specimen analysis. Any sample, which has been adulterated or is shown to be a substance other than urine, shall be reported as such. Any represented officer providing false information about urine, saliva, or breath specimen or who attempts to contaminate such sample shall be subject to discipline up to and including termination.

### **Drugs Tested**

The collection facility shall test for the following drugs at levels that meet or exceed the limits hereafter set forth:

<b>Drug Screening Level</b>	<b>Confirmation Level</b>
• Amphetamines 1000 ng/ml	500+ ng/ml
• Cocaine metabolites 300 ng/ml	150+ ng/ml
• Opiates 2000 ng/ml	2000+ ng/ml
• PCP (Phencyclidine) 25 ng/ml	25+ ng/ml
• THC (Marijuana) 50 ng/ml	15+ ng/ml

### **Alcohol Screening Confirmation Level**

- 0.02 or greater
- SAMHSA specified threshold
- Tested through an evidential breathalyzer instrument at a level of .02 alcohol/breath concentration or greater, expressed in terms of grams per 210 liters of breath.

### **Results of Drug Testing**

The collection facility shall provide the results of the test in order to determine the presence of the drugs being tested for at or above the confirmation cutoff levels. For represented officers who test positive, the results shall be forwarded immediately to the designated Medical Review Officer (MRO) for further review. A copy of all drug-testing results shall be forwarded to the Human Resources Office.

### **Evaluation of Legal Drug Use**

In the case of prescription drug use that may affect a represented officer's ability to perform the job safely, the City's Medical Review Officer shall require the subject to provide by

the next scheduled work day a bona fide verification of a valid current prescription for the drug identified. The represented officer may be subject to disciplinary action when (a) verification of a valid prescription is not provided, or (b) the prescription provided is not in the represented officer's name.

### **Alcohol Level at .02 or Greater**

For the purpose of testing, the .02 or greater, shall conclusively disqualify the represented officer from being on duty. The represented officer will not be allowed to complete the remainder of the work shift. The represented officer shall be required to take leave and may be permitted to take sick leave, vacation, or compensatory time. The represented officer shall return to work after a period of twenty-four (24) hours or at the beginning of the next workday or shift (whichever period of time is greater) or after another test shows a breath alcohol level of below .02, provided the represented officer has not been suspended from duty as a result of disciplinary action based on the test results.

### **Section 4 – Positive Test Results**

All test results shall be forwarded to the City's Human Resources Office to be kept on file for the required amount of time. Human Resources shall notify the Chief of Police of all drug and/or alcohol test results. Represented Officers shall be advised of any positive test results by the Chief of Police, or designee. The represented officer shall be afforded the opportunity to have the original urine sample retested. Retests must be requested within a period of seventy-two (72) hours after notification to the represented officer of an initial positive test by the Chief of Police or designee. A retest shall be conducted by the original collection facility (at the City's expense) unless the represented officer wishes to pay for a retest at a different (SAMHSA-certified) collection facility. The second test must be conducted under SAMHSA procedures. If the represented officer declines a retest, or the retest confirms the results of the initial test, Human Resources shall be notified. Human Resources shall notify the Chief of Police, or designee of the results and a determination of appropriate action shall be made by the Chief of Police, in accordance with disciplinary procedures as outlined in this Agreement.

### **Section 5 – Negative Test Results**

Represented Officers who have been tested for drugs and alcohol, where no substance use was found, shall receive notice of such findings from the Chief of Police after the Chief of Police has been contacted by the Human Resources Office.

### **Section 6 – Voluntary Requests for Assistance**

Alleged or proven alcohol and/or drug addiction shall not be a defense to disciplinary action taken in response to violations of this provision. However, represented officers who believe that they have become addicted to drugs or alcohol and who seek assistance to address the problem prior to being found in violation of this rule shall not be discriminated against because they seek such assistance.

Voluntary requests for assistance with drug and/or alcohol problems (where no test has previously been given pursuant to the foregoing provisions) shall be held strictly confidential. A represented officer voluntarily seeking assistance shall not be disciplined (except for failure to fulfill obligations under an represented officer assistance/treatment program), but may be subject to random testing during and for one (1) year following successful completion of an represented officer assistance/treatment program at the represented officer's cost. The City shall be under no obligation to pay for treatment for alcohol/substance abuse. A represented officer will be

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

### **Section 7 – Confidentiality**

Collection facility reports of positive test results shall not appear in a represented officer's general personnel file. Information of this nature shall be placed in a separate confidential medical folder that shall be maintained by the Human Resources Office. The positive reports or test results shall be disclosed only to the Chief of Police or designee, who will then notify the represented officer. Disclosures of positive test results may also occur when:

1. The information is compelled by law or by judicial or administrative process.
2. The information has been placed at issue in a formal dispute between the City and the represented officer.
3. The information is to be used in administering a represented officer benefit plan such as for drug or alcohol treatment.
4. The information is needed by medical personnel for the diagnosis or treatment of the patient (represented officer) who is unable to authorize disclosure.

### **Section 8 – Records Retention Requirements**

The City shall maintain all records related to drug and alcohol testing for each represented officer in the Human Resources Office. Such records shall be kept apart from the general personnel files in a secure location with controlled access. The following records shall be maintained for a minimum of five (5) years:

1. Records of alcohol test results indicating an alcohol concentration of .02 or greater.
2. Records of verified positive drug test results.
3. Documentation of refusal to take required alcohol and/or drug tests.
4. Evaluations and referrals.
5. Copy of annual report.

The following records shall be maintained for a minimum of two (2) years:

1. Records related to alcohol and drug collection process and training.

The following records shall be maintained for a minimum of one (1) year:

1. Records of negative and canceled drug test results and alcohol test results with a concentration of less than .02.

No records containing driver information required by this policy shall be released except as provided as follows:

1. Upon written request of the represented officer.

2. Upon written authorization of the represented officer, records will be disclosed to a subsequent employer subject to use as specified by the represented officer.
3. Upon specific, written authorization by the represented officer, records will be released to an identified person, for use only as specified by the represented officer.

Records may be disclosed to a decision-maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the represented officer, including, but not limited to a workers' compensation, unemployment compensation or other proceeding relating to a benefit sought by the represented officer.

### **Section 9 – Return to Work**

The parties agree that if and when the City elects to condition reinstatement on a personal commitment by a represented officer, such commitment may include one or more of the following:

1. Represented officers shall be referred to the Represented officer Assistance Program (EAP) or to other substance abuse counseling as part of their return to work requirements.
2. Represented officers must comply with recommended rehabilitation and provide verification that they are participating in a treatment program.
3. Represented officers must have a negative retest before being permitted to return to work.
4. Represented officers must acknowledge and agree that any breach of the agreement or any standards incorporated in it may result in an immediate termination.
5. Unannounced follow-up tests may be conducted after a represented officer returns to work.
6. Testing may be extended for up to twenty-four (24) months after a represented officer returns to work.

### **Section 10 – Right to Contest**

The Labor Council and/or the officer, with or without the Labor 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, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that officers may have with regard to such testing. Officers retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Labor Council.

## **ARTICLE 20**

### **MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of this Agreement, the City retains all discretionary rights to manage and direct the affairs of the City in all of its

various aspects and to manage, supervise, and direct its represented officers, including but not limited to the following: to establish, plan, direct, control and determine the budget and all the operations, services, and missions of the City/Police Department; to supervise and direct the working forces; to establish work and productivity standards and from time to time, to change those standards; to establish performance standards and guidelines for represented officers; to establish the qualifications for employment and to employ represented officers; to schedule and assign work; to transfer and reassign represented officers; to establish specialty positions or assignments; to assign overtime; to make work rules for the purpose of efficiency, safe practice and discipline; to determine whether work and/or services are to be provided by represented officers covered by this Agreement (including which represented officers) or by other represented officers or persons not covered by this Agreement; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce rules regulations, orders, policies and procedures; to evaluate represented officers; to discipline, suspend , and discharge non-probationary represented officers for just cause (probationary represented officers without cause); to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and assign represented officers to training; to determine work hours (shift hours) and work schedules; to determine the number and size of work shifts; increase or decrease the work force; to determine internal investigation procedures; to relieve or lay off represented officers either temporarily or indefinitely based on managerial assessments of staffing needs or for other legitimate reasons; to take any and all actions as may be necessary to carry out the mission of the City and the Police Department during an event of civil emergency as may be declared by the City Mayor, City Administrator, Police Chief, or their authorized designees. It is the sole discretion of the City Mayor to determine if/when civil emergency conditions exist which may include, but not be limited to, riots, civil disorders, tornado conditions, floods, or other catastrophes. In the event of such emergency action, the provisions of this Agreement, other than compensation provisions may be suspended if necessary, provided that all provisions of the Agreement shall be immediately reinstated once the local disaster or emergency condition ceases to exist.

## **ARTICLE 21**

### **IMPASSE RESOLUTION**

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, amended (5 ILCS 315/14, as it exists from time to time).

## **ARTICLE 22**

### **SAVING CLAUSE**

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any Board, Agency or Court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified by the Board, Agency or Court decision; and upon issuance of such a decision the City and the Labor Council agree immediately to begin negotiations on a substitute for the invalidated Article, Section or portion thereof. If any provision of this Agreement or its application is held contrary to law, the remainder of this Agreement shall not be affected thereby. If the parties are unable to reach agreement, the Impasse Procedures of the Illinois Public Labor Relations Act shall be used.

**ARTICLE 23**

**DURATIONS**

**Section 1 – Term of Agreement**

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 12:59 P.M. on 30<sup>th</sup> day of April, 2015. It shall continue in effect from year to year thereafter unless a notice of termination is given in writing by Certified Mail by either party to the other Party no earlier than one hundred and twenty (120) days and no later than sixty (60) days preceding expiration. The notice referred to shall be considered to have been served 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.

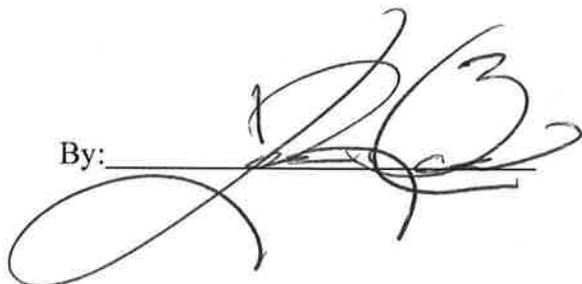
**Section 2 – Continuing Effect**

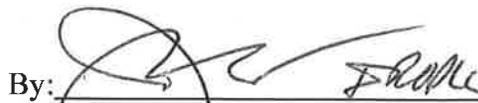
Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date while negotiations or resolution of impasse procedures are continuing for a new Agreement, or part thereof, between the parties.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 21 day of MARCH, 2012.

FOR THE CITY OF GENEVA:

FOR THE LABOR COUNCIL:

By: 

By: 

By: 

By: 

By: 

APPENDIX "A"  
**DUES AUTHORIZATION FORM**

**ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL  
974 CLOCKTOWER DRIVE  
SPRINGFIELD, IL 62704**

I, \_\_\_\_\_, do hereby authorize my employer \_\_\_\_\_, 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 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 names hereinabove to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

**Employer, please remit all dues deductions to:**

**Illinois FOP Labor Council  
Attn: Accounting  
974 Clock Tower Drive  
Springfield, IL 62704  
(217) 698-9433**

*Dues remitted to the Illinois FOP 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.*

## APPENDIX “B”

### LIGHT DUTY

It is the policy of the City of Geneva to provide suitable modified or light work for City employees who are temporarily unable to return to work due to injury, as long as meaningful and necessary work is available. This assignment will be consistent with the employee’s skill and abilities and any medically necessary work restrictions. Nothing in this policy establishes a right to be placed on modified or light duty, or once placed to continue in such an assignment for any specified length of time. Modified or light duty assignments will not be made permanent.

The Human Resources Office has the responsibility for the coordination and administration of this procedure. All requirements for modified or light duty assignments will be evaluated on a case-by-case basis with consideration given to the skills and abilities of the employee, the medical or physical restrictions, and the availability of work. Preference will be given to those employees who are seeking light duty assignment following a work-related injury. Human Resources shall make available to the employee’s physician a copy of the employee’s job description for the purpose of allowing the physician to determine any work restriction and/or limitations. The physician’s statement releasing the employee for light duty shall include a description of the injury/illness, prognosis, work restrictions or limitations, the estimated length of time the employee may require work in a modified or light duty capacity and, if applicable, any follow-up treatment or therapy required.

Consideration for a modified or light duty assignment will be contingent upon the following:

1. The employee presenting a physician’s statement that includes a complete description of the physical restrictions or limitations and releasing the employee for modified or light duty. A “Light Duty Form” can be found on the Human Resources Intranet page or in the Human Resources Office.
2. The City’s ability to temporarily modify the employee’s regular duty requirements to accommodate the restrictions or limitations, the estimated length of time the employee may require work in a modified or light duty capacity, and any follow-up treatment or therapy required.
3. The employee being otherwise qualified, as determined by the Human Resources Office, to perform such work.

The City may require periodic medical updates from the physician regarding the employee’s ability to perform the duties of a temporarily modified or light duty assignment or to be released to return to full duty. The City may require an employee to submit to an examination with a physician chosen by the City at the City’s expense. The City reserves the right to discontinue a modified or light duty assignment at any time, included but not limited to the following reasons; light duty work no longer being available, operational requirements prohibiting the continuance of modified duty, or the employee’s inability to satisfactorily perform the duties of the assignment. Additionally, if at any time it appears that the assignment is interfering with the full recovery of the employee or is a threat to the safety and well-being of the employee, co-workers, or the public, the City shall temporarily discontinue the assignment until an evaluation can be obtained regarding the employee’s ability to continue.

The following procedure shall be used when an employee is requesting light duty:

1. The employee must present to his or her Supervisor a written statement or completed "Light Duty Form" from his or her physician. The Supervisor will immediately send the written statement to Human Resources Office. The statement should contain:
  - a. Length of time that the employee is to remain on restricted duty.
  - b. Exact nature of the work that the employee can and cannot perform. This should include specific duties and weight limitations, if applicable.
  - c. Date of the next scheduled re-examination to determine any change in the employee's physical status.

The above-mentioned information must be provided in writing after each examination. The physician's office may also fax statements to the Human Resources Office.

2. Human Resources will discuss with the supervisor if the potential exists for a modification to the employee's regular duty assignment to accommodate the restrictions or limitations as stated by the physician. The temporary light duty assignment shall be made in close consultation with the Department Head, Division Manager, or designated Supervisor of the employee's work unit, the employee's physician, and the employee.
3. Should Human Resources, the Supervisor and/or Department Head agree that a modification is not possible within the employee's department; Human Resources will seek the availability of light duty work throughout the City.
4. Having determined either that the employee's regular duty assignment can be reasonably modified to accommodate the restrictions or limitations or that an appropriate light duty assignment is available, the immediate Supervisor will contact the employee and inform them of the work assignment. The Supervisor will also contact the Human Resources Office to advise of the final decision regarding modified or light duty work for the employee in order that personnel records reflect any change in job duties.
5. If, while on light duty assignment, the employee needs to be absent for related medical treatment or doctor's appointment, the employee must bring a written statement from the treating physician/facility. This statement should inform the City if there is any change the employee's condition that would impact the light duty assignment. The statement should be forwarded to the Human Resources Office.
6. If, at any time during the modified or light duty assignment, the employee receives a full duty medical release from the physician, he or she shall

immediately send the written statement to their supervisor and the Human Resources Office so that arrangements can be made for reassignment to regular (full) duty.

Employees who are working outside their normal job classification shall be paid at the rate of pay established by their normal job classification, such pay chargeable to the department in which the employee is normally compensated. Should a modified or light duty assignment not be available to an employee, the employee may utilize accrued leave or excused leave without pay and may be subject to the rules of the Family Medical Leave Act. Should the absence be due to an on-the-job injury the employee may be eligible for workers compensation (See Workers Compensation Insurance). Nothing in this policy shall be interpreted to require the City to create modified or light duty assignments for an employee. Employees will only be assigned to light duty assignments when the City determines that the need exists.

“APPENDIX C”

**FITNESS TESTING STANDARDS**

**Male  
AGE 20-29**

<b>%</b>	<b>1.5 Mile Run (time)</b>	<b>One Minute Sit-up</b>	<b>One Minute Push- up</b>	<b>1 Rep Max Bench Press</b>	<b>Classification and comp time earned</b>
99	7:11	56	100	>1.63	<b>superior</b>
95	8:13	55	62	1.63	2.5 hours per event
90	9:09	52	57	1.48	<b>Excellent</b>
85	9:45	49	51	1.37	2 hours per event
80	10:16	47	47	1.32	
75	10:42	46	44	1.26	<b>Good</b>
70	10:47	45	41	1.22	1.5 hours per event
65	11:18	44	39	1.18	
60	11:41	42	37	1.14	
55	11:49	41	35	1.1	<b>Fair</b>
50	12:18	40	33	1.06	1 hour per event
45	12:20	39	31	1.03	
40	12:51	38	29	0.99	
35	13:06	37	27	0.96	<b>Poor</b>
30	13:22	35	26	0.93	.5 hours per event
25	13:53	35	24	0.9	
20	14:13	33	22	0.88	
15	14:24	32	19	0.84	<b>Very Poor</b>
10	15:10	30	18	0.8	0 hours per event
5	16:12	27	13	0.72	
1	17:48	<27	<13	<.72	

$$= \frac{\text{Bench Press Weight pushed in pounds}}{\text{Body weight in pounds}}$$

**Male  
AGE 30-39**

<b>%</b>	<b>1.5 Mile Run (time)</b>	<b>One Minute Sit-up</b>	<b>One Minute Push- up</b>	<b>1 Rep Max Bench Press</b>	<b>Classification and comp time earned</b>
99	7:29	52	86	>1.35	<b>superior</b>
95	8:44	51	52	1.35	2.5 hours per event
90	9:30	48	46	1.24	<b>Excellent</b>
85	10:16	45	41	1.17	2 hours per event
80	10:47	43	39	1.12	
75	11:18	42	36	1.08	<b>Good</b>
70	11:34	41	34	1.04	1.5 hours per event
65	11:49	40	31	1.01	
60	12:20	39	30	0.98	
55	12:38	37	29	0.96	<b>Fair</b>
50	12:51	36	27	0.93	1 hour per event
45	13:22	36	25	0.9	
40	13:36	35	24	0.88	
35	13:53	33	21	0.86	<b>Poor</b>
30	14:08	32	20	0.83	.5 hours per event
25	14:24	31	19	0.81	
20	14:52	30	17	0.78	
15	15:20	28	15	0.75	<b>Very Poor</b>
10	15:52	26	13	0.71	0 hours per event
5	16:27	23	9	0.65	
1	18:00	<23	<9	<.65	

= **Bench Press**    Weight pushed in  
pounds  
Body weight in  
pounds

**Male  
AGE 40-49**

<b>%</b>	<b>1.5 Mile Run (time)</b>	<b>One Minute Sit-up</b>	<b>One Minute Push- up</b>	<b>1 Rep Max Bench Press</b>	<b>Classification and comp time earned</b>
99	7:42	>47	64	>1.20	<b>superior</b>
95	9:30	47	40	1.2	2.5 hours per event
90	10:16	43	36	1.1	<b>Excellent</b>
85	11:18	40	34	1.04	2 hours per event
80	11:44	39	30	1	
75	11:49	37	29	0.96	<b>Good</b>
70	12:34	36	26	0.93	1.5 hours per event
65	12:51	35	25	0.9	
60	13:14	34	24	0.88	
55	13:22	32	22	0.86	<b>Fair</b>
50	13:53	31	21	0.84	1 hour per event
45	14:08	30	19	0.82	
40	14:29	29	18	0.8	
35	14:47	28	16	0.78	<b>Poor</b>
30	14:56	27	15	0.76	.5 hours per event
25	15:26	26	13	0.74	
20	15:41	24	11	0.72	
15	15:57	22	10	0.69	<b>Very Poor</b>
10	16:28	22	9	0.65	0 hours per event
5	17:23	17	5	0.59	
1	18:51	<17	<5	<.59	

= **Bench Press**    Weight pushed in  
pounds  
Body weight in  
pounds

**Male  
AGE 50-59**

<b>%</b>	<b>1.5 Mile Run (time)</b>	<b>One Minute Sit-up</b>	<b>One Minute Push- up</b>	<b>1 Rep Max Bench Press</b>	<b>Classification and comp time earned</b>
99	8:44	>43	51	>1.05	<b>superior</b>
95	10:40	43	39	1.05	2.5 hours per event
90	11:18	39	30	0.97	<b>Excellent</b>
85	12:20	36	28	0.93	2 hours per event
80	12:51	35	25	0.9	
75	13:22	33	24	0.87	<b>Good</b>
70	13:45	31	21	0.84	1.5 hours per event
65	14:03	30	20	0.81	
60	14:24	28	19	0.79	
55	14:40	27	17	0.77	<b>Fair</b>
50	14:55	26	15	0.75	1 hour per event
45	15:08	25	14	0.73	
40	15:26	24	13	0.71	
35	15:53	22	11	0.7	<b>Poor</b>
30	15:57	21	10	0.68	.5 hours per event
25	16:23	20	9	0.66	
20	16:43	19	9	0.63	
15	16:58	17	7	0.6	<b>Very Poor</b>
10	17:29	15	6	0.57	0 hours per event
5	18:31	12	3	0.53	
1	19:36	<12	<3	<.53	

$$= \frac{\text{Bench Press Weight pushed in pounds}}{\text{Body weight in pounds}}$$

**Female  
AGE 20-29**

<b>%</b>	<b>1.5 Mile Run (time)</b>	<b>One Minute Sit-up</b>	<b>One Minute Push- up</b>	<b>1 Rep Max Bench Press</b>	<b>Classification and comp time earned</b>
99	8:33	>51	53	>1.01	<b>superior</b>
95	10:47	51	42	1.01	2.5 hours per event
90	11:43	49	37	0.9	<b>Excellent</b>
85	12:20	45	33	0.83	2 hours per event
80	12:51	44	28	0.8	
75	13:22	42	27	0.77	<b>Good</b>
70	13:53	41	24	0.74	1.5 hours per event
65	14:08	39	23	0.72	
60	14:24	38	21	0.7	
55	14:35	37	19	0.68	<b>Fair</b>
50	14:55	35	18	0.65	1 hour per event
45	15:10	34	17	0.63	
40	15:26	32	15	0.59	
35	15:48	31	14	0.58	<b>Poor</b>
30	15:57	30	13	0.56	.5 hours per event
25	16:26	28	11	0.53	
20	16:33	24	10	0.51	
15	16:58	23	9	0.5	<b>Very Poor</b>
10	17:21	21	8	0.48	0 hours per event
5	18:14	18	6	0.44	
1	19:25	<18	3	<.44	

$$= \frac{\text{Bench Press}}{\text{Body weight in pounds}}$$

Weight pushed in  
pounds  
Body weight in  
pounds

**Female**  
**AGE 30-39**

%	1.5 Mile Run (time)	One Minute Sit-up	One Minute Push- up	1 Rep Max Bench Press	Classification and comp time earned
99	10:05	>42	48	>.82	<b>superior</b>
95	11:49	42	39	0.82	2.5 hours per event
90	12:51	40	33	0.76	<b>Excellent</b>
85	13:06	38	26	0.72	2 hours per event
80	13:43	35	23	0.7	
75	14:08	33	19	0.65	<b>Good</b>
70	14:24	32	18	0.63	1.5 hours per event
65	14:50	30	16	0.62	
60	15:08	29	15	0.6	
55	15:20	28	14	0.58	<b>Fair</b>
50	15:26	27	14	0.57	1 hour per event
45	15:47	26	13	0.55	
40	15:57	25	11	0.53	
35	16:23	24	10	0.52	<b>Poor</b>
30	16:35	22	9	0.51	.5 hours per event
25	16:58	21	9	0.49	
20	17:14	20	8	0.47	
15	17:29	18	6	0.45	<b>Very Poor</b>
10	18:00	15	6	0.42	0 hours per event
5	18:31	11	4	0.39	
1	19:27	<11	1	<.39	

**Bench Press**    Weight pushed in  
 =                      pounds  
                             Body weight in  
                             pounds

**Female  
AGE 40-49**

<b>%</b>	<b>1.5 Mile Run (time)</b>	<b>One Minute Sit-up</b>	<b>One Minute Push- up</b>	<b>1 Rep Max Bench Press</b>	<b>Classification and comp time earned</b>
99	10:47	>38	23	>.77	<b>superior</b>
95	12:51	38	20	0.77	2.5 hours per event
90	13:22	34	18	0.71	<b>Excellent</b>
85	14:06	32	17	0.66	2 hours per event
80	14:31	29	15	0.62	
75	14:57	28	15	0.6	<b>Good</b>
70	15:16	27	14	0.57	1.5 hours per event
65	15:41	25	13	0.55	
60	15:57	24	13	0.54	
55	16:12	23	11	0.53	<b>Fair</b>
50	16:27	22	11	0.52	1 hour per event
45	16:34	21	10	0.51	
40	16:58	20	9	0.5	
35	16:59	19	8	0.48	<b>Poor</b>
30	17:24	17	7	0.47	.5 hours per event
25	17:27	16	7	0.45	
20	18:00	14	6	0.43	
15	18:21	13	5	0.42	<b>Very Poor</b>
10	18:31	10	4	0.38	0 hours per event
5	19:05	7	1	0.35	
1	20:04	<7	0	<.35	

= **Bench Press**  $\frac{\text{Weight pushed in pounds}}{\text{Body weight in pounds}}$

**Female  
AGE 50-59**

<b>%</b>	<b>1.5 Mile Run (time)</b>	<b>One Minute Sit-up</b>	<b>One Minute Push- up</b>	<b>1 Rep Max Bench Press</b>	<b>Classification and comp time earned</b>
99	12:28	>30	x	>.68	<b>superior</b>
95	14:20	30	x	0.68	2.5 hours per event
90	14:55	29	x	0.61	<b>Excellent</b>
85	15:29	25	x	0.57	2 hours per event
80	15:57	24	x	0.55	
75	16:05	22	x	0.53	<b>Good</b>
70	16:27	22	x	0.52	1.5 hours per event
65	16:51	21	x	0.5	
60	16:58	20	x	0.48	
55	17:14	19	x	0.47	<b>Fair</b>
50	17:24	17	x	0.46	1 hour per event
45	17:29	16	x	0.45	
40	17:55	14	x	0.44	
35	18:09	12	x	0.43	<b>Poor</b>
30	18:23	12	x	0.42	.5 hours per event
25	18:31	11	x	0.41	
20	18:49	10	x	0.39	
15	19:02	7	x	0.38	<b>Very Poor</b>
10	19:30	6	x	0.37	0 hours per event
5	19:57	5	x	0.31	
1	20:47	<5	x	<.31	

$$= \frac{\text{Bench Press Weight pushed in pounds}}{\text{Body weight in pounds}}$$

“APPENDIX D”

**PLACEMENT IN STEP SYSTEM**

Employee		DOH	May 1, 2011	Anniversary date FY 2011-2012
VARNER	DAVID S.	12/5/1988	7	7
HOPE	JAMES A.	1/16/1989	7	7
METALLO	KURT A.	5/22/1989	7	7
BURTON	JAMES R.	5/21/1992	7	7
JACKSON	EDDIE A.	9/2/1993	7	7
VAN DORN	PAUL T.	2/2/1996	7	7
STOLFE	BRIAN J.	4/11/1996	7	7
DAVIS, JR.	ROBERT D.	11/15/1996	7	7
PAHLE	LANCE L.	9/11/1997	7	7
YATES	DANIEL	12/29/1998	7	7
FRANGELLA-FINLEY	MICHELLE	6/7/1999	7	7
CARBRAV	GEORGE	2/7/2000	7	7
PECH	ROBERT M	3/20/2002	7	7
BOEDIGHEIMER	PENNY J	7/24/2002	7	7
KENDERS	ROBERT G	1/20/2003	7	7
MONTGOMERY	CLINTON J	12/13/2004	7	7
PARISI	CHARLES M	1/1/2005	7	7
SULLIVAN	SARAH J	12/29/2004	5	6
DEAN	MATTHEW T	9/6/2006	5	6
DUNCAN	ANTHONY	7/7/2008	3	4
JERDEE	BRADLEY	7/2/2007	2	3
RUSSO	MARK	9/22/2008	1	2
READING	CHRISTOPHER	9/19/2011	Hire	Hire
ERICKSEN	RYAN	10/24/2011	Hire	Hire

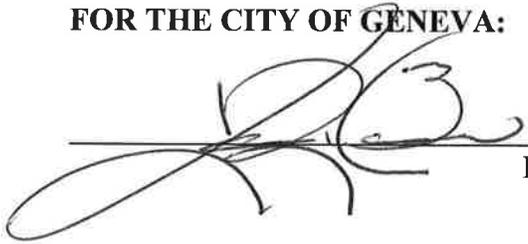
**SIDE LETTER**

Public Act 95-0356 (effective 08/23/2007) changed the law in Illinois regarding bargaining over review of discipline. The City of Geneva and the FOP Labor Council reached an agreement for a new Labor Agreement that did not incorporate processing all discipline cases through the grievance procedure.

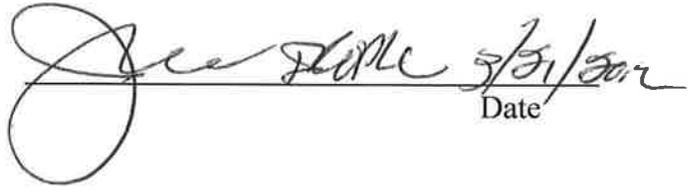
The City agrees that in any future interest arbitration that might result from negotiations over discipline being reviewed through the grievance procedure during the successor negotiations; the Labor Council will not bear any burden of proof greater than it would have during the current negotiations. More specifically, the agreement reached shall be non-precedential and shall not prejudice either party in the successor negotiations.

This Side Letter shall be attached to and made a part of the Labor Agreement.

**FOR THE CITY OF GENEVA:**

  
\_\_\_\_\_ Date

**FOR THE UNION:**

  
\_\_\_\_\_ Date 3/31/2007