COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF EARLVILLE, LLINOIS

AND

METROPOLITAN ALLIANCE OF POLICE
CHAPTER #138

Effective

May 1, 2024 through April 30, 2027

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PREAMBLE

This Agreement is entered into by the City of Earlville, an Illinois municipal corporation, by its duly constituted City Council, hereinafter referred to as the "Employer" or the "City", and Metropolitan Alliance of Police, hereinafter referred to as the "Union".

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees' wages, hours and working conditions. This Agreement shall supersede any past policies affecting wages, hours and conditions of employment.

In consideration of mutual promises, covenants and agreement contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

ARTICLE 1 – RECOGNITION

The Employer hereby recognizes the Union as the sole and Exclusive collective bargaining representative for the purpose of collective bargaining on matters relating to wages, hours, and other terms and conditions of employment for the following:

Included: All full-time and part-time peace officers, employed by the City of Earlville in the following titles: Police Officer; Sergeant

Excluded: Chief of Police (as supervisory personnel) and any confidential or managerial employees and all other employees of the City of Earlville.

ARTICLE 2 – GENERAL PROVISIONS

Section 1 – Use of Masculine Pronoun

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

Section 2 – Policy

Policies of the City that are not in conflict with this Agreement shall continue in full force

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and effect. This Section shall not be deemed a waiver by either party of its rights under the Illinois Public Labor Relations Act.

ARTICLE 3 – NON-DISCRIMINATION

Section 1 – Equal Employment Opportunity

The Employer will continue to provide equal employment opportunity for all officers and develop and apply equal employment practices.

Section 2 – Prohibition Against Discrimination

Both the Employer and the Union agree not to illegally discriminate against anyemployee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental or physical handicap or sexual orientation unrelated to the ability of the employee to perform his/her duties.

Section 3 – Union Membership or Activity

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union; and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

Section 4 – Availability of Membership

The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.

Section 5 – Alleged Violations

Alleged violations of this Article shall not be subject to the grievance and arbitration provisions of this Agreement. Violations of this Article must be pursued through the appropriate State or Federal administrative agency.

ARTICLE 4 – NEW CLASSIFICATIONS

Section 1 – New Classifications

Where the Employer finds it necessary to create a new job classification, the work of which falls within the scope of the bargaining unit, the Employer and Union agree to jointly petition the Illinois Labor Relations Board to seek the necessary unit clarification.

If the inclusion of a new position classification is agreed to by the parties or found appropriate

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by the Illinois Labor Relations Board, the parties shall negotiate as to the proper pay grade for the classification. If no agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Union may appeal the proposed pay grade to 1st Step of the grievance procedure.

The second step grievance committee or arbitrator shall determine the reasonableness of the proposed salary grade in relationship to:

(a) The job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the employer's work force.

(b) Like positions with similar job content and responsibilities within the labor market generally.

(c) Significant differences in working conditions to comparable position classifications.

(d) The pay grade originally assigned by the Employer shall remain in effect pending the decision.

If the decision of the second step grievance or arbitrator is to increase the pay grade of the position classification, such rate change shall be applied retroactive to the date of its installation.

Upon installation of the new position classification, the filling of such position classification shall be in accordance with the posting and bidding procedures of this Agreement.

Section 2 – Vacancies

The City Council, in deciding the appropriate applicant to hire or promote within positions encompassed by the bargaining unit, shall consider as a relevant factor, the employment seniority with the Police Department of any applicant. In addition, should two (2) or more applicants for a new position or promotion be equally qualified, the most senior applicant (i.e., the applicant with the most seniority pursuant to this agreement) shall be chosen.

When a full time Police Officer position becomes available the position will be filled based upon prior educational training, past work experience with the City and/or job-related personal attributes. If all factors are equal, then seniority as a part time officer will be the deciding factor as to who is awarded the position.

ARTICLE 5 – MANAGEMENT RIGHTS

Section 1 – Management Rights

Except as expressly limited by a specific provision of this Agreement, the Union recognizes that the Employer possesses the sole and exclusive right to operate and direct the employees of the City of Earlville, in all aspects, including, but not limited to, all rights and authority granted by law.

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Management rights include, but are not limited to, the right:

(a) To maintain executive management and administrative control of the City, its properties, facilities and the staff;

(b) To plan, direct, control, assign and determine the operations or services to be conducted by employees of the City;

(c) To determine the methods, processes, means, job classifications and number of personnel by which the City operations are to be conducted;

(d) To select, hire, promote, schedule, train, transfer, assign and evaluate work, of bargaining unit employees ;

(e) To direct and supervise the entire working force of the City, including the establishment of work standards;

(f) To demote, suspend, discipline or discharge employees;

(g) To make, add, delete, alter and enforce procedures, rules and regulations; and/or

(h) To introduce new or improved methods, equipment or facilities.

The City has the sole authority to determine the purpose and mission of the City and the amount of budget to be adopted thereto. The Union agrees that the work to be done by members of the Union under this Contract shall be as, when and where determined and designated by the Employer, and when so determined and designated, shall be efficiently performed by employees covered by this Agreement.

Section 2 – Secondary Employment

Any and all full-time employees covered by this Agreement who desire to perform work for any other entity shall obtain prior approval for such employment from the Employer. Any Full-time employee working for any other entity shall hold the Employer harmless against any and all claims, demands, suits or other forms of liability involving his or her work for any other entity.

Any full-time employee employed by any other entity, shall not let said employment:

(a) affect the performance of his/her duties;

(b) interfere with any operations of the Employer;

(c) affect an employee's availability;

(d) involve any type of employment or enterprise which involves the dispensing of alcoholic beverages by drink or by the bottle or which involves any type of security- related employment or enterprise in any establishment in which the primary business is the dispensing of alcoholic beverages while that establishment is open; and/or

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(e) constitute, nor appear to constitute, a conflict of interest with employment for the City.

Section 3 – Civil Emergencies

The determination of what constitutes a "civil emergency" is at the sole discretion of the Employer. Typically, civil emergency conditions include, but are not limited to, riots, civil disorders, tornado conditions, floods, or other similar catastrophes.

Upon oral notice to a Union representative at a practical time, the provisions of this Agreement may be suspended by the Employer during the time of the emergency, provided wage rates and all economic benefits shall not be suspended.

It is mutually understood and agreed that, under this Agreement, City employees that are not members of the bargaining unit shall be allowed to perform bargaining unit work in cases where a civil emergency exists.

ARTICLE 6 – UNION RIGHTS

Section 1 – Union Access with Notification

A representative of the Union shall have reasonable access to the Employer for the purpose of conferring with the Employer and/or employees, and for the purpose of administering this Agreement. Such visits shall not unreasonably interfere with the operation of the Employer. Notwithstanding the foregoing, an employee who may be subject to disciplinary action for any impropriety has the right to ask for a Union representative to be present at any pre-disciplinary meeting.

Section 2 – Bulletin Board

The Employer shall provide a bulletin board which shall be used for the purpose of posting proper Union notices. Such bulletin board shall be placed conspicuously and at a place readily accessible to workers in the course of employment. The Union bulletin board shall be used only for Union business matter such as:

(a) Notice of Union elections and results of such elections;

(b) Notice of Union appointments;

(c) Notice of Union meetings and reports and minutes thereof;

(d) Notice of full-time openings.

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

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ARTICLE 7– DUES DEDUCTION

Section 1 – Dues Deduction

Upon receipt of a written and signed authorization form from an Employee, the Employer shall deduct monthly from the pay of each bargaining unit employee the amount determined by the Union to be the amount required for payment of monthly dues and remit the sums deducted to the Union at the end of each month the deductions are made.

Section 2 – Fair Share

In light of *Janus v. AFSCME*, fair share fees are no longer collected. So long as *Janus* remains binding authority, fair share fees will not be collected. However, should *Janus* be overruled, the parties will meet and bargain over the means and manner by which fair share fees will be collected.

Section 3 – Indemnification

The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the employee in complying with this Article, so long as the Employer did not initiate the action.

ARTICLE 8 – RESIDENCY

All full-time employees of the City of Earlville shall, within twelve (12) months of the employee's date of hire, reside within thirty (30) miles of the corporate limits of the City of Earlville, Illinois and said employees shall remain residents of such boundaries during the term of their employment. As used herein "resident" shall mean one who resides at a physical location within these limits on a permanent basis with the intention to remain for an indefinite time.

ARTICLE 9 – PERSONNEL FILES

Section 1 – Personnel Files

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

Section 2 – Inspection

Upon written request of an employee, the Employer shall reasonably permit an employee to inspect his central personnel file subject to the following:

(a) Such inspection shall occur within a reasonable time following receipt of the written request;

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(b) Such inspection shall occur during daytime working hours Monday through Friday upon reasonable request;

(c) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein;

(d) Upon written authorization by the requesting employee, in cases where such employee has a written grievance pending, and is inspecting his file with respect to such grievance, that employee may have a representative of the Union present during such inspection and/or may designate in such written authorization that said representative may inspect his/her personnel file subject to the procedures contained in this Article;

(e) Pre-employment information, such as reference reports, credit checks or information providing the Employer with a specific request that it remain confidential, shall not be subject to inspection or copying.

Section 3 – Notification

Employees shall be given immediate notice by Employer when a formal, written warning or other disciplinary documentation is permanently placed in their personnel file.

Section 4 – Limitation on Use of File Material

It is agreed that any material and/or matter not available for inspection, such as provided in Section 1 and 2 above, shall not be used in any manner or any forum adverse to the officer's interests.

ARTICLE 10 – DISCIPLINE & DISCHARGE

Section 1 – Discipline and Discharge

Disciplinary action may be imposed upon an employee only for just cause. Disciplinary action or measures shall include only the following:

(a) Oral reprimand

(b) Written reprimand

(c) Suspension (notice to be given in writing and hearing held)

(d) Demotion (notice to be given in writing and hearing held)

(e) Discharge (notice to be given in writing and hearing held)

Any appeal of a disciplinary action or measure imposed upon an employee shall be processed as a grievance through the regular grievance procedure. The employee will have the right to request Union representation to be present during any disciplinary action.

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Section 2 – Manner of Discipline

The Employer shall notify both the employee and the Union of disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense.

If the Employer has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 3 – Progressive and Corrective Discipline

The parties recognize the principles of progressive and corrective discipline. The Employer's agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline which is commensurate with the severity of the offense. The Employer shall notify both the employee and the Union of disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense.

Oral Reprimands may be removed from an employee's personnel file after six (6) months have passed without the same or similar misconduct. Written Reprimands may be removed from an employee's personnel file after twelve (12) months have passed without the same or similar misconduct. Such removal shall be at the written request of the employee but, in any case, shall not be used against the employee.

Section 4 – Investigatory Interviews

Union has right to the investigative finding but may not be present during investigative interviews of witnesses (except any interviews conducted with a bargaining unit member who may be the subject of employment discipline, shall be subject to the terms and conditions set forth in Section 6 below).

Section 5 – Uniform Peace Officers Disciplinary Act

If the Employer initiates a formal investigation and wishes to interrogate any peace officer, the Employer shall follow the procedures set forth in 50 ILCS 725/1 et seq.

Section 6 – Pre-disciplinary Meeting

For discipline other than oral and written reprimands, prior to notifying the employee of the contemplated discipline to be imposed, the Employer shall notify the Union of the meeting and then shall schedule the meeting with the employee involved so as to inform the employee of the reason for such contemplated discipline, including any names of witnesses and copies of pertinent documents.

Section 7 – Weingarten Rights

Nothing in this Article shall be deemed to limit an employee's Weingarten Rights. (NLRB vs.

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Weingarten, Inc., 420 U.S. 251 (and its progeny).

Section 8 – Mandatory Reporting

Nothing in this agreement shall limit the requirement of the City to file mandated reports to the Illinois State Training and Standards Board (ILETSB), as required by the Police Reform Act, as amended from time to time.

ARTICLE 11 – DISPUTE RESOLUTION & GRIEVANCE PROCEDURE

Section 1 – Definition of a Grievance

A grievance is defined as any unresolved difference between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act.

Section 2 – Dispute Resolution

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute shall be made between the employee and his immediate supervisor.

The employee shall make his or her complaint in writing to the Police Chief. The Police Chief will notify the employee of his/her decision within ten (10) calendar days following the day when the complaint was made. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his assigned work task, and complain later.

Section 3 – Representation

Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees. The Employer may file contract grievances directly at Step 2, Section 7 of this Article. Either party may have the grievant or one grievant representing a group of grievants present at any step of the grievance procedure, or the employee is entitled to Union representation at each and every step of the grievance procedure upon his or her request.

Section 4 – Time Limitations

Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances. The Employer's failure to respond within the time limits shall not find favor of the grievance but shall automatically advance the grievance to the next step, except Step 2. Time limits may be extended by mutual written agreement.

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Section 5 – Grievance Processing

No employee or Union Representative shall leave his work assignment to investigate, file or process grievances without first securing permission of his or her supervisor. In the event of a grievance, the employee shall always perform his assigned work task and grieve his complaint later, unless the employee reasonably believes that the assignment endangers his safety.

Section 6 – Grievance Meetings

A Maximum of two (2) employees (the grievant and/or Union Representative) per work shift shall be excused from work with pay to participate in a Step 1 or Step 2 grievance meeting. The employee(s) shall only be excused for the amount of time reasonably required to present the grievance. The employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the employee's works shift.

Section 7 – Grievance Procedure

Dispute arising under this Agreement shall be resolved as follows:

Step 1 – Mayor and Council Member

If no agreement is reached between the employee and the Police Chief, as provided for in Section 2, Dispute Resolution, the Union shall prepare a written grievance and present it to the Mayor and a City Council member no later than seven (7) calendar days after the employee was notified of the decision by the Police Chief. Within fourteen (14) calendar days after the grievance has been submitted, the Mayor and the Council Member shall meet with the grievant and the Union Representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Mayor and the Council Member shall make a report to the City Council at the next regular City Council Meeting for action to be taken by the Council. The City Council shall respond in writing to the grievant and the Union Representative within seven (7) calendar days following the City Council meeting.

Step 2 – Arbitration

If the dispute is not settled at Step 1, the matter may be submitted, in writing, to arbitration by either party within fourteen (14) calendar days after the Council's written decision or the expiration of the seven (7) calendar day period if the Council fails to render a written decision. Within fourteen (14) calendar days after the matter has been submitted to arbitration the Employer and the Union shall meet to select an arbitrator from a list of mutually agreed to arbitrators.

If the parties are unable to agree on an arbitrator within fourteen (14) calendar days after such meeting, either party may request a list of seven (7) arbitrators from the Illinois Labor Relations

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Board. Either party shall have the right to reject an entire list of arbitrators.

The Arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer and the Union. The party that files a request for a panel shall strike first. The person whose name remains on the list shall be the Arbitrator. The Arbitrator shall be notified of his selection.

The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the Employer and Union. Costs of arbitration shall include the Arbitrator's fees and room cost. If either party requests that a transcript of a hearing under this Article be made, that party shall pay for the cost of the court reporter and the Arbitrator's copy of the transcript. Costs of obtaining a transcript shall only be born equally if both parties request a transcript or if a transcript is required by law. Each party is responsible for the cost of their copy of the transcript. The decision award of the Arbitrator shall be made within sixty (60) calendar days following the hearing and shall be final and binding on the Employer, the Union and the employee or employees involved. The Arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement.

ARTICLE 12 – SENIORITY

Section 1 – Definition of Seniority

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service or employment as either a full-time or part-time officer covered by this Agreement from the date of last hire. Service as a part-time officer shall not count toward seniority as a full-time officer.

Section 2 – Probation Period

A full-time employee is a "probationary employee" for his first six (6) months, a part time employee is a "probationary employee" for his first one (1) year of employment, or until he successfully completes state mandated basic law enforcement training, whichever is longer. A part time employee who, prior to becoming an employee of the City, has completed basic law enforcement training and is a certified police officer, is a "probationary employee" for his first six (6) months.

No matter concerning the discipline, layoff or termination of a probationary employee shall be subject to the grievance and arbitration procedures. A probationary employee shall have no seniority, except as otherwise provided in this Agreement, until he has completed his probationary period. Upon the completion of this probationary period, he will acquire seniority from his date of hire.

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Section 3 – Seniority Lists

The Employer and Union have agreed upon the initial seniority list setting forth the present seniority dates for all employees covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure. The initial agreed list is attached hereto as Exhibit "A" and made a part hereof (Full-time and part-time employees. City will provide the lists.)

Section 4 – Termination of Seniority

An employee shall be terminated by the Employer and his seniority broken when he:

(a) quits; or

(b) is discharged for just cause; or

(c) is laid off pursuant to the provisions of the applicable agreement for a period of twelve (12) months;

(d) or accepts gainful full-time employment while on an approved leave of absence from the Police Department; or

(e) is absent for two (2) consecutively scheduled workdays without proper notification or authorization;

(f) by written resignation; or

(g) fails to return to work at the conclusion of an approved leave of absence for a period of two (2) consecutive days.

(h) does not perform work for the city for a period of at least one (1) eight (8) hour shift within every one hundred twenty (120) days (4 months) provided however this provision shall not be applicable to absences due to military leave, established work related injury compensable under worker's compensation, disability pension, or a layoff where the employee has recall rights. The Chief of Police has the discretion to issue a waiver for illness, family emergencies, or a conflict with part-time officer's full-time employment.

ARTICLE 13 – LAYOFF

Section 1 – Layoff

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

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Section 2 – Layoff Order

Probationary employees, temporary and part-time employees shall be laid off first, and then full-time employees shall be laid off in inverse order of their seniority. Individual employees shall receive notice in writing of the layoff not less than thirty (30) days prior to the effective date of such layoff.

Section 3 – Recall

Employees shall be recalled from layoff within each particular job classification according to their seniority. No new employees shall be hired until all employees on layoff in that particular job classification, desiring to return to work, shall have been given the opportunity to return to work. Recall rights under this provision shall terminate twelve (12) months after layoff.

In the event of recall, eligible employees shall receive notice of recall by certified mail, return receipt requested. It is the responsibility of all employees eligible for recall to notify the City of their current address. Upon receipt of the notice of recall, employees shall have three (3) calendar days to notify the City of their acceptance of the recall. The employee shall have three (3) calendar days thereafter to report to duty.

ARTICLE 14 – PERSONAL, PAID LEAVE FOR ALL WORKERS & SICK TIME LEAVE

Section 1 – Personal Time Leave

All full-time employees shall be entitled to forty-eight (48) hours of personal time leave, for any reason, during each fiscal year. Personal time will be prorated at the time of hire.

Section 2 – Use of Personal Time Leave

The Officer is to give notice to the Chief of Police at least twenty-four (24) hours before personal time can be used unless an emergency or illness/sickness exists. If personal time is the only form of requested leave, when requesting five (5) consecutive work days off, then thirty (30) days' notice shall be given, unless an emergency exists.

Section 3 – Un-used Personal Time Leave

During the current fiscal year, in the case of employee's termination or resignation from full-time service all unused personal time will be paid out at termination or resignation from full-time service.

Unused personal time shall not roll over into the following year.

Section4 – Paid Leave for All Workers

The City establishes the following rules pertaining to the Paid Leave for All Workers Act (820 ILCS

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192/1 *et seq.*) (the "Act") 102-1143, as amended from time to time.

1. Paid Leave for All Workers time will begin January 1, 2024 or upon the start of employment, whichever is later.
2. The city's fiscal year, May 1 – April 30, will be the basis for the 12-month period for paid time regarding the Act.
3. Full-time employee's amount of Paid Leave for All Workers time is 40 hours per fiscal year, given to each full-time employee at the beginning of each fiscal year. Full-time employee unused Paid Leave for All Workers time shall not roll over into the following year.
4. Part-time employees will be given an amount of Paid Leave for All Workers time, prorated upon their projected work schedule within a 12-month period, but in no case less than eight (8) hours. Part-time employees' hours worked will be monitored and they will be given one (1) hour of paid leave for every 40 hours worked over the initial amount of time worked per their projected work schedule. Part-time employee unused Paid Leave for All Workers time shall not roll over into the following year.
5. All employee's Paid Leave for All Workers time may be taken for any reason. When requesting use of Paid Leave for All Workers time, employees must provide notice of seven (7) days for foreseeable leave and as soon as possible for unforeseeable leave.
6. The city can deny the use of Paid Leave for All Workers time in an event of operational necessity. At no time will a department be left without the necessary manpower to operate effectively and safely during normal working hours. In the case of multiple requests for the same time off, requests will be evaluated in the order received and considering the department's scheduled operations.
7. This leave must be used in a minimum of one (1) hour per day.
8. Unused Paid Leave for All Workers time will not be paid out upon separation from employment.

All current employees, on the roster prior to January 1, 2024, will be given a prorated amount of Paid Leave for All Workers time for the time period of January 1, 2024 to April 30, 2024 upon their projected work schedule within a 12-month period, rounded up to the next whole number. Paid Leave for All Workers time shall not roll over into the following year.

Section 5 – Sick Time Leave

An employee shall receive an annual amount of forty-eight (48) hours of sick time leave.

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Upon retirement or separation from the City, un-used, un-paid sick time will be credited toward time worked according to the regulations of the IMRF (Illinois Municipal Retirement Fund).

Section 6 – Use of Sick Time

Sick time may be used in accordance with the Illinois Sick Day Leave Act.

Section 7 – Notification of Use of Personal or Sick Time

All personal time requested, or sick time used, by any person, shall be approved or denied by the Chief of Police or his/her designee and shall not be unreasonably denied.

ARTICLE 15 – BEREAVEMENT LEAVE

Full-time employees shall be granted time off from their duties with regular straight time compensation to make burial arrangements and attend funeral services for members of their immediate family. Immediate family shall include spouse, parents (& step & foster), children (& step & foster), brother (& step & foster), sister (& step & foster), mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchildren, or legal guardian.

Bereavement shall be limited to a total of up to four (4) consecutive shifts. Employees must notify the Chief of Police prior to taking bereavement leave. In order to be compensated, the employee must have been scheduled to work on the days taken as bereavement leave.

Full-time employees shall be granted time off from their duties with regular straight time compensation to attend funeral services for an aunt, uncle, cousin, nephew and niece of theirs or their spouse. Bereavement shall be limited to one (1) shift.

Requests for additional time off may be considered. If granted, such time may only be taken using vacation time, personal time, paid leave for all time, comp time or unpaid time off. Time spent from work under these circumstances is not considered as time worked for calculation of overtime compensation.

ARTICLE 16 – HOLIDAYS

Section 1 – Designated Holidays

Effective on execution of the Agreement, the following days shall be designated as holidays for full-time employees:

New Year's Day	Labor Day	Christmas Eve (24th)
President's Day	Veteran's Day	Christmas Day (25th)
Memorial Day	Thanksgiving Day (Thursday)	
Independence Day	Thanksgiving (Friday)	

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All designated holidays shall be observed on the calendar day on which they may fall.

Section 2 – Compensation for Holidays

Each full-time Officer whose regularly scheduled shift falls on a holiday, will work said holiday and receive regular pay for the scheduled shift hours and also be paid at a rate of one- and one-half times his or her regular rate for all hours worked on such holiday. Part-time Officers who work the above holiday shall also be paid at the rate of one- and one-half times their hourly rate for all hours worked on such holiday.

Section 3 – Holiday Pay in Conjunction with Other Leave

If an employee is scheduled to work on a holiday and uses sick leave time, the employee shall not receive the holiday pay and shall have the sick leave deducted from their sick leave.

If a paid holiday falls during your scheduled vacation period, it will be paid as a holiday rather than vacation time.

Employees are not eligible to receive holiday pay when on a leave of absence.

ARTICLE 17 – VACATION

Section 1 – Vacation Accrual

Each full-time employee shall be entitled to the following amount of vacation. Vacation earned is based on the employee's full-time date of hire and maybe drawn upon after the completion of each full year of service.

Years of Service	Vacation Time
After One (1) Year	Forty (40) Hours
Start of Third (3rd) Year	Eighty (80) Hours
Start of Eighth (8th) Year	One Hundred and Twenty (120) Hours
Start of Thirteenth (13th) Year	One Hundred and Sixty (160) Hours
Start of Twentieth (20th) Year	Two Hundred (200) Hours

Section 2 – Vacation Scheduling

Full time employees must make written request for desired vacation days to the Chief of Police no less than forty-eight (48) hours prior to the start of vacation. Any requests for one (1) week or more of vacation shall be submitted, in writing, at least two (2) weeks prior to start of vacation.

Written vacation request is mandatory and must be approved/signed by the Chief of Police and submitted to the payroll clerk in advance of time taken off.

The City will grant vacation on a first-come-first-serve basis. However, if two requests are

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made on the same day, seniority will be the determining factor.

Vacations cannot interfere with the City's operational needs. The Chief of Police reserves the right to allot vacation periods to insure the orderly operation of the department. If a paid holiday falls during your scheduled vacation period, it will be paid as a holiday rather than a vacation day.

Section 3 – Non-accumulation of Vacation Time

Vacation time cannot be accumulated and must be taken when available before the next anniversary date of employment and any vacation time not taken is waived and forfeited. However, vacation hours may be carried over for no more than six (6) months after the anniversary date.

Section 4 – Effect of Termination on Vacation

An employee shall be compensated for any vacation time earned prior to the effective date of termination. Vacation time will be earned for partial years of service of those employees who leave their position with the City. Earned vacation for partial years of service will be computed on a quarterly pro-rated basis relating to said employee's anniversary date of full-time employment.

ARTICLE 18 – HOURS OF WORK, OVERTIME & CALL-BACK

Section 1 – Regular Work Schedule

Police Chief will set the regular work schedules for employees defining their regular workdays and hours. Scheduling of shifts shall be within the discretion of the Chief. If the Chief decides to change the current regular-work schedule, he shall give the bargaining unit thirty (30) days' notice before it becomes effective.

Employees' schedules shall not be modified or adjusted to avoid paying overtime, except schedules may be modified for purposes of training under Article 25, Section 1.

Section 2 – Overtime

Employees shall be compensated at time and one-half the employee's regular pay rate for any hours over forty (40) hours within a work week. Actual hours worked, personal time and vacation time will be counted when calculating the 40 hours within a work week needed to determine overtime.

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

Section 3 – Court Time

An employee who is required to make court appearances during the employee's off-duty hours will receive pay for all hours worked at a rate of one- and one-half (1 ½) times the employee's

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regular hourly rate, with a minimum guarantee of two (2) hours. There shall be no compensation for time on "standby" unless it was authorized by the Chief of Police.

Section 4 – Call Back Pay

A call-back is defined as an official order or assignment of work which does not follow an employee's scheduled working hours and involves the employee returning to work after the employee has worked a shift. A call-back shall be compensated at one- and one-half (1 ½) times the employee's regular hourly pay for all hours worked on the call-back, with a two (2) hour minimum.

ARTICLE 19–WAGES

Section 1 – Full-Time Police Officers

Full-Time Police Officer wages shall be as follows:

Longevity Scale

(to be added to base wage when corresponding year(s) of service attained)

Effective Date	Start Pay	After 1 Year of Service	After 3 Years of Service	After 5 Years of Service	After 10 Years of Service	After 15 Years of Service	After 20 Years of Service	After 25 Years of Service
5/1/2024	26.00	+.50	+.50	+.25	+.25	+.25	+.25	+.25
5/1/2025	27.04	+.50	+.50	+.25	+.25	+.25	+.25	+.25
5/1/2026	28.12	+.50	+.50	+.25	+.25	+.25	+.25	+.25

Section 2 – Full-Time Police Sergeant

A full-time officer, upon completion of all mandated education/certifications, the recommendation of the Chief of Police and Mayor to promote the full-time officer to the rank of sergeant and the advice and consent of the City Council for the promotion, the full-time officer will receive the rank of Sergeant and have a stipend of $3.00 per hour added to their base wages above in Section 1.

The $3.00 stipend added to the base wage of a full-time officer with the rank of sergeant is the compensation for continued education, which is in line with other city departments.

Section 3 – Part-Time Police Officers

Part-Time Police Officer wages shall be $2.00 below the Full-Time Police Officer wages as shown above in Section 1.

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Section 4 – Retroactive Wages and Benefits

All wages and benefits shall be retroactive dating back May 1, 2024 and shall be paid out in full within thirty (30) days of the signing of this Agreement by the City and the Union (MAP President)

ARTICLE 20 – INSURANCE

The Employer will offer health insurance on the same terms and conditions as it offers to all other full time City employees.

ARTICLE 21 – ILLINOIS MUNICIPAL RETIREMENT FUND

The Employer will provide a retirement program through the Illinois Municipal Retirement Fund for all officers who meet Illinois Municipal Retirement Fund standards.

ARTICLE 22 – UNIFORMS & EQUIPMENT

Section 1 – Uniform and Equipment Reimbursement

Full-Time employees shall be entitled to a four hundred dollar ($400.00) annual reimbursement for equipment or equipment maintenance. Employees shall be reimbursed upon submission of a reimbursement request with receipt(s) attached to the Chief of Police. Unused reimbursements shall not carry over into the next fiscal year.

Section 2 – Uniforms

(a) Employer shall prescribe the type of uniform to be worn by employees on duty and provide the following:

i. Full-Time officers will receive trousers, short sleeve and long sleeve shirts, badge, patches, boots, winter coat, bullet-proof vest and vest carrier.

ii. Part-Time officers will receive trousers, short sleeve and long sleeve shirts, badge, patches, bullet-proof vest and vest carrier.

(b) Employees shall be responsible for maintenance and cleaning of their uniforms. If a biohazard, the employer will be responsible for cleaning.

Section 3 – Equipment

(a) Employer may prescribe equipment that is necessary for the employee to have while on duty.

(b) Employer shall provide duty ammunition yearly to all employees.

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(c) Employer shall provide qualification and approved training ammunition to all employees.

(d) Employer shall provide each employee with a bullet-proof vest and vest carrier. The vest and carrier shall comply with the National Institute of Justice (NIJ) recommended standards and shall provide a minimum level protection against a threat level equal to the largest caliber weapon routinely carried by employees during the course of their regular duties. The Employer shall replace the vest as recommended by NIJ standards or every five years, whichever is sooner.

(a) Employee shall be responsible for purchase of duty weapon, holster, cuffs, belt, asp and light.

(f) Employee shall be responsible for the upkeep and good operating condition of all required equipment.

(g) Employer shall be responsible for the upkeep and good condition of all patrol vehicles, radar units, computers, radios and other emergency equipment.

(h) Upon termination or resignation of employment, all Employer-issued equipment, except boots, shirts, trousers, and vests and vest carriers older than three (3) years shall be returned.

Section 4 – Body Cameras

The parties acknowledge the upcoming police body camera requirement under the Police Reform Act, and agree to follow the City's current policy regarding the use of police body cameras.

ARTICLE 23– DRUG & ALCOHOL TESTING

Employees shall be covered by and required to comply with the Employers current Alcohol & Controlled Substances Use and Testing Policy.

Police sergeants and police officers subject to this Agreement who are involved in a police related shooting incident while at work shall not be compelled to provide a blood test unless a court order and/or search warrant is obtained or the police sergeant/officer is unconscious and is unable to provide a breath and/or urine test.

ARTICLE 24 – LABOR MANAGEMENT

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. Such meetings may be requested at

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least fourteen (14) calendar days in advance by either party by placing in writing a request to the other for a Labor Management Conference and expressly providing the written agenda for such meeting. Such meetings and locations shall be limited to:

(a) Discussion on the implementation and general administration of this Agreement.

(b) A sharing of general information between the parties.

(c) Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer which may affect Employees.

(d) Discussion of pending grievances on a non-binding basis to attempt to adjust such grievances and to discuss procedures for avoiding further grievances.

(e) Items concerning safety issues.

The Employer and the Union agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be maintained for the maximum protection of the citizens of the State of Illinois.

To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

ARTICLE 25 – MISCELLANEOUS PROVISIONS

Section 1 – Training/Continued Education

Any full-time officer covered by this agreement will be allowed to attend seminars and/or training programs that will advance their education in the performance of their job only when approved by the Chief of Police. Employees that attend such programs shall be paid regular wages to attend and also mileage (at the IRS rate) for travel to and from, if using their personal vehicle. If attendance is required out of the City, the employee will be paid per diem (based on IRS guidelines) for food expense and be reimbursed for lodging upon submission of receipts if required to stay overnight. In order to receive compensation pursuant to this Section, the Full-Time Officer must obtain the approval of the educational program (and the costs associated therewith) in accordance with City Resolution 07-17-2019, as may be amended from time to time.

Section 2 – Jury Duty

An employee who is required to report for jury duty shall be excused from work without loss of pay for the period of time which he is required to report to serve. Any compensation which the employee receives for jury duty or jury service shall be submitted to the City.

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ARTICLE 26 – NO STRIKE OR LOCKOUT

Section 1 – No Strike Commitment

Neither the Union nor any officer will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down, or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement.

No officer, while in the line of duty, shall refuse to cross any picket line, by whoever established.

Section 2 – Performance of Duty

It is recognized that employees covered by this Agreement may be required in the line of duty to perform duties growing out of or connected with labor disputes which may arise within the City.

Section 3 – Resumption of Operations

In the event of action prohibited by Section 1 above, the Union immediately shall disavow such action and request the officers to return to work and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 4 – Discipline of Strikers

Any officer who violates the provisions of Section 1 of this Article shall be subject to immediate discharge. Any action taken by the employer against any employee who participates in any action prohibited in Section 1 above shall not be considered a violation of the Agreement and shall not be subject to the provisions of the grievance procedure.

Section 5 – Lock Out

The City will not lock out any employee(s) covered by this Agreement during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 27 – RESOLUTION OF IMPASSE

All bargaining impasses shall be resolved according to the provisions of Section 14 of the Illinois Public Labor Relations Act (5 ILCS 315/14), except that all arbitration hearings shall be conducted in Earlville, Illinois or elsewhere by agreement of the parties.

ARTICLE 28 – SEVERABILITY & SAVINGS CLAUSE

If any article or section of this Agreement or any riders thereto should be held invalid by

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operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement and any riders thereto or the application of such article or section to persons or circumstances with or enforcement of has been restrained, shall not be affected thereby.

In the event that any article or section is held invalid by enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

Nothing in this Agreement shall be in violation of state and/or federal statutes, as amended from time to time.

ARTICLE 29 – COMPLETE AGREEMENT

The parties acknowledge that during the negotiations, which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 30 – DURATION

Section 1 – Term of Agreement

This Agreement shall be effective from May 1, 2024, and shall remain in full force and effect until April 30, 2027. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by either party to the other not more than one- hundred twenty (120) days prior to expiration. The notices referred to shall be considered to have been given as on the date shown on the postmark. Written notice may be tendered in person, in which case the date of the 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 any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

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Section 3 – Reopener

The parties agree that if either side decides to reopen negotiations for the purpose of making any changes in the Agreement, the other party may so notify the other no more than one hundred twenty (120) days prior to the expiration of this Agreement or the extension thereof. In the event such notice to negotiate is given, then the parties shall meet after the dates of receipt of such reasonable times as are agreeable to both parties for the purposes of negotiation. All notices provided for in this Agreement shall be served upon the other party by registered mail, return receipt requested.

ARTICLE 31 – SIGNATURES

The parties' signatures are signed below with an effective date of April 10, 2024.

FOR THE EMPLOYER:

Mark Actis, Mayor

Jane M. Bauer, City Clerk

FOR THE UNION:

Keith George, MAP President

Thomas Richardson, Chapter President

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EXHIBIT A

Full Time Seniority List

Officer	Date of Hire
Thomas Richardson	10/29/2018

Part Time Seniority List

Officer	Date of Hire
Kenneth Rexford	10/10/2008
Gary Theis	11/13/2009
Frederick Schwartz	09/14/2023
Stevan Eller	02/07/2024
Mohammed Salman	03/13/2024

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