

# AGREEMENT

Between

The City of Belleville

And

The Illinois Fraternal Order of Police  
Labor Council

Representing

Belleville Police Officers and Sergeants

May 1, 2015 through April 30, 2019

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## **ARTICLE 1 PREAMBLE**

This Agreement entered into by the City of Belleville, Illinois, hereinafter referred to as the "Employer", and the Illinois Fraternal Order of Police Labor Council, hereinafter referred to as the "Council", supersedes and cancels any and all previous agreements, whether written or verbal, between the Employer and the Council or any individual, and concludes all collective bargaining negotiations for the term of this Agreement, except as specifically provided herein.

The Employer and the Council mutually agree that their objective is to set forth herein their entire agreement covering rates of pay and wages, hours of employment, and other conditions of employment; to promote the efficiency and productivity of officers in the Belleville Police Department; and to provide for prompt and fair settlement of grievances without any work stoppages which interfere with the operation of the Department. It is the Employee's and the Council's desire to provide the people of Belleville, Illinois, with the highest quality service by mutual agreement through good-faith negotiations.

## **ARTICLE 2 RECOGNITION**

The Employer recognizes the Council as the sole and exclusive bargaining representative for the purpose of establishing wages, and salaries, hours and working conditions of employment for all full-time positions of Patrolman and Sergeant, in the Belleville Police Department, said officers hereinafter referred to as "employees."

## **ARTICLE 3 MANAGEMENT RIGHTS**

The Employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include, but not be limited to, rights: to determine the organization and operations of the Police Department; to determine and change the purpose, composition, and function of each of its constituent departments and subdivisions; to set standards for the service to be offered to the public; to direct the officers of the Police Department, including the right to assign work and overtime; to hire, examine, classify, select, promote, restore to career service, positions, train, transfer, assign and schedule officers; to increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or other proper reasons; to contract out work when essential in exercise of police power; to establish work schedules and to determine the starting and quitting time, and the number of hours to be worked in accordance with this Agreement; to add, delete or alter methods of operation, equipment or facilities in accordance with this Agreement; to determine the locations, methods, means and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased; to establish, implement and maintain an effective internal-control program; to suspend, demote, discharge or take other disciplinary action against officers for just cause; and, to add, delete or alter policies, procedures, rules, and regulations.

Inherent managerial functions, prerogatives, and policy-making rights, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement, shall remain vested exclusively with the Employer.

The Employer's right of management shall not be amended nor limited by any claimed or unwritten custom, past practice or informal agreement, nor by any claim the Employer has claimed or condoned or tolerated any practice or any act or acts of any officers.

Nothing in this Article shall abrogate nor alter the other Articles of this Agreement.

#### Section 3.01 - Civil-Emergency Conditions

If, at the sole discretion of the Employer, it is determined that extreme civil-emergency conditions exist, including but not limited to riots, civil disorders, tornado conditions, floods, or other similar catastrophes, upon oral notice to a Council 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 economic benefits shall not be suspended and that the provisions of this Section shall not limit an employee's right to invoke the grievance procedure in a timely manner after the cessation of the emergency, nor limit the protections granted by Article 5 (Internal Investigation) and Article 24 (Legal Assistance) of this Agreement. It is agreed that the processing of any grievance occurring during this emergency shall be delayed until a time when the emergency conditions no longer hamper normal business activity.

#### Section 3.02 - Other Employment

Any and all officers covered by this Agreement who desire to perform work for an entity shall seek prior approval for such employment from the Employer which will not be unreasonably denied. Any employee working for an 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 unless acting within his statutory authority as a peace officer.

In the event an employee is employed by any entity, said employment shall not affect the performance of his/her duties, nor shall such other employment interfere with any operations of the Employer, nor affect an employee's availability for call-outs, nor shall it constitute, nor appear to constitute, a conflict of interest with employment for the City of Belleville. Should the Employer determine that an officer's outside employment does not conform to the requirements set forth in this section, the Employer may order the employee to terminate the outside employment subject to reasonable notice, with an explanation as to the order. The basis of the Employer's determination is subject to the grievance procedure of this Agreement.

### ARTICLE 4 COUNCIL SECURITY

#### Section 4.01 Dues

With respect to any officer on whose behalf the Employer receives written authorization in a form mutually agreed upon by the Council and the Employer, the Employer will deduct from the wages of an officer covered by this Agreement the dues and/or financial obligation uniformly required and shall forward such deductions to the Illinois Fraternal Order of Police Labor Council at the address designated by the Council within thirty (30) days after the deductions have been made. Said deductions will be terminated upon an officer's written request. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Council. The Council shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to the effective date of such increase.

The dues deduction form or other mutually-agreed to form is attached as Appendix A.

#### Section 4.02 - Fair Share

Any present officer who is not a member of the Council shall be required to pay a fair share of the cost of the collective-bargaining process and contract administration in pursuing matters affecting wages, hours and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All officers hired on or after the effective date of this Agreement who have not made application for membership shall, on or after the thirtieth (30<sup>th</sup>) day of their hire, also be required to pay a fair share as defined above.

The Employer shall, with respect to any officer on whose behalf the Employer has not received a written authorization as provided for above, deduct from the wages of such officer the fair-share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Illinois Fraternal Order of Police labor Council at the address supplied by the Council within thirty (30) days after deductions have been made, subject only to the following:

- a) The Council has certified to the Employer that the affected officer has been delinquent in his obligation for at least thirty (30) days;
- b) The Council has certified to the Employer that the affected officer has been notified in writing of the obligation and requirement for each provision of this Article and that the officer has been advised by the Council of his obligations pursuant to this Article and of the manner in which the Council has calculated the fair-share fee;
- c) The Council has certified to the Employer that the affected officer has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the officer and the Council for the purpose of determining and resolving any objections the officer may have to the fair-share fee.

It is specifically agreed that any dispute between an officer and the Council concerning the amount of the fair-share fee and/or the responsibilities of the Council with respect to fair-share fee payers shall not be subject to the grievance and arbitration procedure set forth in this Agreement, nor shall the Employer bear any costs or other liability related to such a dispute.

#### Section 4.03 - Indemnity

The Council hereby indemnifies and agrees to save the Employer harmless against any and all claims, demands, judgments, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Employer for the purpose of complying with the provisions of this Article.

#### Section 4.04 - Orientation

The Employer shall grant the Council an opportunity, during the Departmental orientation of new officers, to present the benefits of membership in the Council.

## ARTICLE 5 RIGHTS OF EMPLOYEES

### Section 5.01 - Rights of Employees

The wide ranging powers and duties given to the Department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning actions of the members of the force. These questions may require investigation by superior officers designated by the Chief of Police. In an effort to ensure that investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

- a) The interrogation of a member of the force shall take place at a location designated by the Chief of Police. Usually it will be at Police Headquarters or the location where the incident allegedly occurred. Should the interrogation take place at any location or at any time, where the officer would incur any expenses, those expenses will be borne by the Employer.
- b) The complete interrogation of the member of the force shall be recorded mechanically. There will be no "off the record" questions. All recesses called during the questioning shall be recorded.
- c) If a member of the force is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to current decisions of the United States Supreme Court.
- d) A member, who is being interrogated, has the right to an attorney of his choice to be present. The cost of the attorney will be borne by the member or the Council.
- e) A member, who is being interrogated, has the right to have a Council officer of his choice present so long as the interrogation is not unreasonably delayed in order to secure the representative's presence.
- f) For purposes of the foregoing paragraph only, the word "interrogation" shall include any questioning of an officer by representatives of the City which the officer reasonably fears might lead to discipline.
- g) In addition to the foregoing, the City agrees to fully comply with the provisions of the Illinois Uniform Peace Officers' Disciplinary Act, 50 ILCS 725/1 et seq. The parties further agree that there shall be no discrimination or other adverse employment action against officers based on their race, creed, color, sex, national origin, age, and political activity as authorized by law, marital status, handicap or any other form of discrimination prohibited by law.
- h) Disciplinary actions instituted by the City shall be for reasons based upon the employee's failure to fulfill his/her responsibilities as an employee. The City agrees with the tenants of progressive and corrective discipline, whereby discipline shall be designed to improve behavior and not merely to punish. Where the Employer believes just cause exists to institute disciplinary action it shall have the option to access any of the following penalties as may be appropriate and based upon the circumstances:

- 1) Oral Reprimand
- 2) Written Reprimand
- 3) Suspension
- 4) Demotion
- 5) Discharge

The Chief of Police or his designee shall meet with an officer prior to taking disciplinary action. The Labor Council shall also be notified of such pending disciplinary action. The purpose of the meeting shall be to inform the officer of basis or reasons for the contemplated discipline; provide the officer with copies of pertinent documents relating to the discipline investigation; and, provide the officer an opportunity to speak on his/her behalf and rebut the reasons for such discipline. The officer shall have the right to be represented by an Illinois FOP Labor Council representative at such meeting. Should the officer elect to not have representation at the meeting, the Union shall nonetheless be permitted to attend the meeting.

The employee may file a written reply to any reprimand. A copy of all suspension and discharge notices shall be provided to the Union. Discipline within the jurisdiction of the Board of Fire and Police Commissioners may be referred to arbitration with the Council's approval, provided the officer executes a waiver of any rights to a hearing before the Board of Fire and Police Commissioners.

In the event an employee, with the approval of the Labor Council, elects to have discipline referred to arbitration, the following will apply:

- 1) The Chief of Police may impose a suspension given, under his statutory authority, or a suspension recommended by him to the Board of Fire and Police Commissioners, which is within their jurisdiction to impose, prior to and subject to the outcome of the arbitration procedure.
  - 2) If the discipline, recommended by the Chief of Police is demotion or termination of an employee, the discipline may be imposed prior to and subject to the outcome of the arbitration procedure.
  - 3) Any grievance filed referring discipline to arbitration shall be initiated at the arbitration step of the grievance and arbitration procedure of this agreement within ten (10) business days from the date which the notice of discipline was given to the employee, or within ten (10) days from the date the employee first was aware of the notice.
- i) Officers shall have the right to inspect their personnel files and discipline files maintained by the Board of Fire and Police Commissioners, except files which relate to on-going disciplinary investigations. Officers shall also have the right to affix a written statement of his version of any material in his personnel and discipline files if he chooses.

- j) No material shall be used against an officer at the oral promotion interview, or before the Board of Fire and Police Commissioners, or in any other forum, other than the material contained in the officer's personnel file, except material relating to an ongoing disciplinary investigation.
- k) Any bargaining unit member has the right to grieve any shift transfer that the member alleges is punitive.
- l) Officers shall be notified within a reasonable period of time as to the results of an informal or formal investigation where no official discipline resulted from the investigation.

Section 5.02 - Personnel Files

Employee personnel files shall be maintained as follows:

a) Central Personnel File

The Chief of Police shall keep a central personnel file for each employee within the bargaining unit. The Board of Fire and Police Commissioners shall maintain a consistent copy of the central personnel file.

The Employer is free to keep working files. The content of these files is transitory in nature and is generally used in completing employee evaluations, as well as maintaining letters of caution and counseling. The Employer may also keep a duplicate training file for each officer.

Internal investigation files and citizen complaint investigation files, and their resulting documents, will be maintained in accordance with department policy under separate lock and key. In the event formal disciplinary action results from an internal investigation or citizen complaint, only the notice of discipline shall be placed into the central personnel file. Such files shall remain strictly confidential unless disclosure is compelled by court order.

Information contained in an employee's personnel file shall only be released as provided in the Personnel Record Review Act (820 ILCS 40).

b) Employee Inspection

Upon request of an employee, the Employer shall permit an employee to periodically inspect his/her personnel file subject to the following:

- 1) Such inspection shall occur within a reasonable time following receipt of the request.
- 2) Such inspection shall occur during daytime working hours Monday through Friday upon reasonable request.
- 3) The Employee shall not be permitted to remove any part of the personnel file from the premises but may obtain, without charge, copies of any information contained therein upon request.

- 4) Upon written authorization by the requesting employee, in cases where such employee has a written grievance pending, and is inspecting his/her file with respect to such grievance, that employee may have a representative of the Labor Council 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.
  - 5) Pre-employment information, such as reference reports, credit checks or information provided the Employer with a specific request that it remain confidential, shall not be subject to inspection or copying.
- c) Notification and Reply  
The employer shall give employees timely notice when any formal disciplinary documentation or any other documentation of an adverse nature to the employee is placed in their central personnel file. A copy of the documentation shall be delivered to the employee, at which time the employee may prepare a written reply to the documentation. The written reply shall be permanently attached to the written disciplinary document or other file.
- d) Employee Additions  
An officer may submit to the Chief of Police or his designee, without the necessity of supervisory approval, documents to become a permanent part of the personnel file. Such documents shall include, but not limited to, certificates of special training, letters of commendation, documentation of accomplishment, or other material that would be favorable to the officer's interests. The Chief will forward copies of such documents to the Board of Fire and Police Commissioners for placement in the officer's file.

## ARTICLE 6 GRIEVANCE PROCEDURE

### Section 6.01 - Definition

A grievance is defined as a dispute or difference of opinion between an officer or group of officers (with respect to a single common issue) covered by this Agreement, or the Council on behalf of the employee(s), and the Employer with respect to the meaning, interpretation or application of a provision or provisions of this Agreement.

Nothing contained herein will be construed as limiting the right of any officer having a grievance to discuss the matter informally with any appropriate supervisor, and having the grievance adjusted without intervention of the Council, provided the adjustment is not inconsistent with the terms of this Agreement and the local Council President is advised of said adjustment.

### Section 6.02 - General Rules

When a written grievance is filed, it shall name the officer(s) involved, set forth the nature of the grievance, identify the facts upon which it is based and the express provision(s) of the Agreement allegedly violated, state the contention of the officer with respect to said provision(s), indicate the relief requested and be signed and dated by the officer(s) affected.

Nothing herein shall prevent the Council and the Employer from entering into any settlement that would not set a precedent for other grievances.

Section 6.03 - Procedure for Filing Grievances

A grievance shall be processed and resolved in the following manner:

Step 1 - Immediate Non bargaining-Unit Supervisor: The affected officer shall submit the grievance in writing with the appropriate supervisor who is outside the bargaining unit and who has the authority to resolve the complaint, within ten (10) business days of the occurrence which gives rise to the complaint or within ten (10) business days of when the affected officer had opportunity to have knowledge of the event, whichever is first. The supervisor shall respond in writing to the officer within ten (10) business days of receipt of the grievance.

Step 2 - Chief of Police: If the grievance is not resolved at Step 1, the officer and/or the Council may submit a written grievance to the Chief of Police. The written grievance shall be submitted within ten (10) business days after receipt of the Step-1 response, or within ten (10) business days after the Step-1 response was due.

Upon receipt of the written grievance, the Chief or his designee shall meet with the officer and/or the Council representative to review the grievance. Within ten (10) business days of the receipt of the Step-2 appeal, the Chief or the Chief's designee will render a decision in writing to the officer.

Step 3 - City Council Committee: If the grievance is not resolved at Step 2, the Council may submit the written grievance to the City Council Committee designated by the Mayor and city council within ten (10) business days after the date of the Step-2 response, or within ten (10) business days after the Step-2 response was due.

The Committee shall thereafter schedule a meeting with the grievant and the labor Council representative within ten (10) business days after receiving notification that the grievance has been advanced from the Step 2 level, to discuss and make an attempt to resolve the dispute. The Committee shall respond in writing within fifteen (15) business days thereafter. The meeting shall be closed to the press and to the public.

The Committee, or its designee, shall give its response to the Labor Council Representative and the Local Council President or his/her designee.

Step 4 - Mediation: If the grievance is not satisfactorily resolved at Step 3, the parties may, by mutual agreement, submit the grievance for mediation within ten (10) business days after receipt of the Committee's Step-3 response, or within ten (10) business days after the Step-3 response was due. The parties shall jointly submit a written request to the Federal Mediation and Conciliation Service (FMCS) stating the nature of the dispute and requesting the services of a mediator for grievance mediation. The grievance mediation shall be held at a time and place mutually agreeable to the parties and the mediator in an attempt to satisfactorily settle the grievance.

Proceedings before the mediator shall be informal. The mediator will have the right to meet jointly and/or separately with any person or persons at the grievance-mediation conference. The mediator shall assist the parties in an attempt to reach a voluntary settlement. If the parties reach a settlement, it shall be reduced to writing and signed by the parties.

Step 5 - Arbitration: If the grievance is not resolved as a result of Step 3 or 4, as the case may be, the Council may request in writing, within ten (10) business days after the mediation is completed, or, if mediation was not agreed to, within ten (10) business days after the Step-3 response, or within ten (10) business days after the Step-3 response was due, that the grievance be submitted to binding arbitration. In the event that arbitration is requested, the parties shall jointly request the FMCS to supply a list of seven (7) arbitrators. Nothing herein shall preclude the parties from meeting at any time after the list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the dispute.

The party requesting arbitration shall contact the other concerning selection of an arbitrator after both receive the lists from FMCS. However, either party may reject one (1) entire list before any selection is indicated by either party. Both the employer and the Council shall have the right to strike three (3) names from the list. Each party shall alternately strike a name from the list, with a coin toss determining which party strikes the first name, the other party thereafter striking the second names, and so on, until one name is remaining from the list. The person whose name remains not stricken from the list shall be the arbitrator.

Once the arbitrator has been selected, the parties shall jointly notify him/her in writing requesting that a hearing be held at the earliest date( s) upon which the parties can agree. The parties shall attach a copy of the written grievance and this Agreement to the notification sent to the arbitrator. Once an agreed date is appointed, the parties shall arrange, by mutual agreement, for the services of a court reporter for the arbitration hearing, provided the arbitrator requests said services be provided.

Each party shall bear the expenses and fees of its representatives and witnesses. The parties shall share equally the expenses and fees of the arbitrator, a transcript for the arbitrator, the court reporter and the hearing room, if any. Unless otherwise agreed, the hearing shall be held in Belleville, Illinois. The Employer or arbitrator may bar the public and press from arbitration hearings subject to applicable law. Each party shall be responsible for the cost of purchasing its own copy of the written transcript.

#### Section 6.04 - Authority of the Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to nor subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement as submitted to him/her by the parties and shall have no authority to make a decision on any issue not so submitted to him/her. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement as submitted to him/her by the parties and shall not have authority to make a decision on any issue not so submitted to him/her.

The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable federal or state law or applicable rules and regulations of government agencies, having the force and effect of law.

#### Section 6.05 - Decision of the Arbitrator

The arbitrator shall submit his/her decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof to a date certain. The decision shall be based

solely upon the arbitrator's interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented, consistent with applicable law. Consistent with these provisions the arbitrator shall have the authority to make an award and to order an appropriate remedy, if applicable. A decision rendered consistent with the terms of this Agreement shall be final and binding.

#### Section 6.06 - Time Limits

If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer fails to answer a grievance or an appeal thereof within the specified time limits, the officer or the Council may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limits in each step may be extended by written agreement of the Employer and the officer or Council representative.

In computing time limits under this Article, the first business day of a time limit shall be the first business day occurring after the occurrence of the event giving rise to the grievance, or the business day on which the grievance is filed or appealed, or the business day on which a response, to be prescribed by a particular step, is given by the Employer. The last business day of a time limit shall be deemed to end at 5:00 p.m. on that business day.

For the purposes of this Agreement, "business day" shall be defined as a day on which the Belleville City Hall is open for regular business to the public, Monday through Friday, from the hours of 8:00 a.m. to 5:00 p.m. local time.

#### Section 6.07 - Waiver of Procedure

Any officer who seeks review of a matter, which could be or is the subject of a grievance filed under this Article, under any other procedure waives all rights to review the matter under the grievance procedure of this Agreement. The Council agrees not to process any such grievance once an employee has sought review of a matter outside the grievance procedure.

#### Section 6.08 - Representation

An affected officer shall present a grievance personally at Step 1 of this procedure, with or without the Council. During any step of the procedure after Step 1, however, the officer may be represented by the Council.

### **ARTICLE 7 HOURS OF WORK**

This Article defines the normal hours of work and provides the basis for calculation of overtime. Nothing contained herein shall be construed as a guarantee of hours of work per day, work period, month or year. This Article is not intended to establish a right to compensation in any form for time not worked except as specifically provided for in this Article.

#### Section 7.01 - Shift Schedule

The Employer shall periodically publish a schedule. Except in case of emergency or should other conditions warrant as determined by the Employer, the schedule shall be adhered to, to the extent practicable. An officer's normal work schedule shall not be changed for the sole purpose of avoiding overtime payments.

### Section 7.02 - Normal Workweek and Workday

The Employer shall retain the sole right to establish and change the scheduled work period or shift; however, the Employer shall provide notice of any changes in the normal work schedule or shift as far in advance as is reasonably practical. Work shifts shall not be permanently changed unless mutually agreed upon by the parties.

### Section 7.03 - Overtime

Officers shall be compensated one and one-half (1.1/2) times their base, hourly rate for all authorized hours in excess of eight (8) hours or twelve (12) hours (for sworn employees working 12 hour shift schedules) in a day, excluding the first 15 minutes prior to the start of a shift and the first 15 minutes immediately following the end of a scheduled shift, calculations for overtime and compensatory time will be rounded to the next quarter hour. Officer's base pay will be compensation of these two fifteen (15) minute periods as the Employer will allow officers one-half hour for lunch during the eight (8) or twelve (12) hour shift.

Examples:

Ex. #1: Officer White is scheduled to work from 0600 to 1800. Officer White actually works from 0600 to 1812. No overtime will be paid because the overtime worked was within the first 15 minutes immediately following the end of the scheduled shift.

Ex. #2: Officer Black is scheduled to work from 0600 to 1800. Officer Black actually works from 0600 to 1817. 0.75 hours of overtime will be paid. 1817 is rounded to 1830 and calculated as  $0.50 \times 1.5 = 0.75$  hours paid at the base rate.

Ex #3: Officer Brown is scheduled to work from 0600 to 1800. Officer Brown actually works from 0600 to 1832. 1.125 hours of overtime will be paid. 1832 is rounded to 1845 and calculated as  $0.75 \times 1.5 = 1.125$  hours paid at the base rate.

If an officer must work past his shift to conclude his work, he will not be compensated for working the first fifteen (15) minutes. If an officer works past fifteen (15) minutes, he will be compensated for said time.

The regular rate of pay shall be defined as the officer's base annual wage divided by 2,080 hours. This Chief has the exclusive right to determine when and if overtime is needed and the number of officers needed to complete the job.

Officers may elect to receive overtime compensation in the form of cash or compensatory time off. Compensatory time will be calculated at the same rate as overtime pay. Officers shall inform their supervisor of the method of compensation at the time the overtime is worked.

Officers shall be allowed to accrue and accumulate up to ninety-six (96) hours of compensatory time, which may be carried over from year to year. Officers shall be paid the appropriate cash rate for any overtime hours in excess of 96 hours on the last pay period of each month. Compensatory time may be taken at the discretion of the officer, subject to the approval of the Chief or his/her designee and will not be unreasonably denied. Officers, who are filling an overtime vacancy created by another officer using compensatory time, may only receive cash payment for the overtime hours worked.

Officers who have more than 96 hours of compensatory time shall have to use said compensatory time hours in excess of 96 hours; or cash in the time for cash payment; or a combination of both.

Section 7.04 - Call Backs

A call-back is defined as an official assignment of work which does not continuously precede or follow an officer's regularly scheduled working hours. Officers reporting back to the Employer's premises at a specified time shall be compensated for four (4) hours at the straight time rate or be compensated for the actual time worked in accordance with Section 5.03 (above), whichever is greater. Call-back pay shall not be paid for telephone calls from the department, court officials or employees of the State's Attorney's Office, early reporting to work or due to an officer's being held over beyond a scheduled shift. Call-back pay shall not apply to changes in scheduled shifts.

Section 7.05 - Stand by

If an officer is notified to be on call or stand by for court or other official police duty outside his/her regularly scheduled work hours, the officer shall be compensated at the rate of thirty (\$30.00) dollars per court standby or official assignment. The officer may elect to receive two (2) hours compensatory time; in lieu of the thirty (\$30.00) dollar stand-by compensation. If the officer is required to appear in court or other official police duty he/she shall be compensated for four (4) hours of compensation at his/her base rate of pay for such appearance, or his/her regular rate of pay if the court or official assignment (call-back) exceeds four (4) hours.

Any officer who is placed on monthly call shall receive fifty (\$50.00) dollars per month for being assigned a pager. Any officer so assigned shall not have his movement restricted for the entire month; however, the officer so assigned shall notify his supervisor of any time that he will not be available during the month of call.

Any officer put on secondary call status for the month shall receive twenty-five (\$25.00) dollars for said assignment.

Section 7.06 - Rescheduled Hours

In the event the Employer reschedules an officer to work during his previously approved vacation or holiday time off, the affected officer will be permitted to reschedule the unused time off at a later date.

Section 7.07 - No Pyramiding

Compensation shall not be paid more than once for the same hours under any provision of this Agreement. Hours compensated under one rate of compensation (i.e., straight time, court time, overtime) shall be excluded from any other rate of compensation. When two or more rates of compensation apply to time worked, the single rate most favorable to the officer shall apply.

Section 7.08 - Shift Exchange

Officers shall be allowed to continue shift exchange according to the current practice.

Section 7.09 - Notice of Schedule Change

Other than for emergency purposes, the Employer shall give an officer fourteen (14) days notice prior to any schedule change, unless otherwise mutually agreed to.

Section 7.10 - Female Prisoner On-Call

Female Officers, required to be called out to search and assist with female prisoners, shall be called on an equalized basis.

Section 7.11 - Accumulated Time Off

Officers shall be allowed accrued time off for holiday, vacation, compensatory time and personal leave, and to attend SILEC or other similar training approved at the request of the officer in accordance with the following:

- a) Three officers per shift shall be guaranteed time off, (only one (1) officer may be off for training requested by the officer) provided;
  - 1) The prescheduled leave is requested not-later-than twenty-four (24) hours in advance.
  - 2) A shift supervisor or desk sergeant approves the leave request.
- b) The shift commander, or shift supervisor in the absence of the shift commander, shall have the discretion to waive the pre-notification requirements due to emergency situations or a reasonable good faith request by the officer.

This section shall take precedence over all other sections in this Agreement regarding scheduling of leave. Should there be a conflict between this section and any other section, this section shall prevail.

Section 7.12 - Overtime Opportunity/Distribution

Non-emergency overtime shift vacancies will be filled on the basis of seniority from officers assigned to the Patrol Division desiring such overtime work. In the event no volunteers can be found to work, the overtime opportunity shall be offered to officers assigned to the Detective Division. If then no volunteers can be found to work, the vacancy will be filled by ordering employees in to work by inverse order of seniority. Sergeants filling in for a patrol officer vacancy will assume the duties of a patrol officer for the shift vacancy worked by the sergeant.

Notwithstanding provisions to the contrary, when an overtime assignment cannot be filled (i.e., there are no volunteers) and the overtime exists at the end of a shift, the member with the least amount of seniority shall be forced to work the overtime. This overtime shall not be more than four (4) hours if the member is scheduled to work their regular shift in the upcoming shift change. The intent is to guarantee an employee eight (8) continuous hours of rest time between work assignments.

Should overtime be needed at a time not contiguous (immediately following) a shift change (i.e. 0900) and there are no volunteers for the assignment, reverse seniority call-out shall prevail with the most junior member mandated to work the overtime. There shall be an exception to this rule when the junior member's regular work schedule prevents them from receiving at least eight (8) continuous hours of rest time. Under those circumstances members with more seniority who have received at least eight (8) continuous hours of rest time shall be

mandated to work the overtime, starting with the least senior officer above the more junior officer, (Le. an employee working 1800 to 0600, forced to work at 1100 hours, and returns to his/her scheduled shift at 1800). No employee will be mandated to work two consecutive overtime assignments that reduce the employee's rest time below eight (8) continuous hours.

Overtime opportunities resulting from grants and special assignments, where special skills are not required, will be posted and filled on the basis of seniority choice. Continued opportunity may be subject to productivity standards or requirements of the assignment. There will be a separate list from the shift callback list for grant and special assignment overtime opportunities. The list shall include the names of bargaining unit members desiring such overtime opportunity.

Procedures for distribution of overtime opportunity, mutually agreed to by the Employer and the Council, shall be attached to this Agreement in the form of a side letter of agreement. Inadvertent errors or the skipping over of an employee during the distribution procedure shall not be subject to the grievance procedure of this Agreement. The remedy for an employee inadvertently passed over shall be that employee's placement at the top of the list for the next overtime opportunity, which occurs during the employee's next non-working hours.

Officers who do not wish to be considered for voluntary overtime opportunities for shift vacancies and/or grant and special assignments, as provided above may sign a three-month waiver. During the time the waiver is in effect, for one or both lists, the officer will not be offered overtime as provided above. The waiver shall automatically renew itself unless the officer revokes it. Any waiver of the consideration for voluntary overtime does not alleviate the officer from being called back to work if volunteers cannot be found to cover the vacancy or assignment.

Specialty overtime assignments, where specialized skills may be required, and "proactive" enforcement details (i.e. warrant sweeps) will be filled from interested officers who submit memoranda of interest in such assignments. Management reserves the right to select the individuals to fill such specialty assignments and details.

#### Section 7.13 Daylight Savings Time (DST) Compensation

All non-exempt employees that work during the hours when DST ends (Fall) shall be compensated one additional hour for actual hours worked at the standard overtime rate of one and one-half (1.5) hrs.

All non-exempt employees that work during the hours when DST begins (Spring) shall be allowed to utilize one of the following options, at the election of the employee, to compensate for the actual hours worked:

- a) The employee may forfeit one (1) hour at the straight time rate for actual hours worked
- b) The employee may work one (1) additional hour at the straight time rate for actual hours worked
- c) The employee may elect to have one (1) hour of Vacation, Legal Holiday or Compensatory time deducted from their accrual

## ARTICLE 8 PROMOTIONS

Promotion of officers shall be in accordance with the rules and regulations of the Board of Fire and Police Commissioners of the City of Belleville, Illinois. The parties agree that promotional disputes of individual officers shall not be subject to the grievance procedure of this Agreement. Instead, promotion disputes shall be resolved in accordance with processes provided by Illinois statutes.

## ARTICLE 9 SENIORITY

### Section 9.01 - Seniority Defined

Seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous non probationary service within the Belleville Police Department since his/her last date of hire, less any adjustments due to layoff, approved leaves of absence or other breaks in continuous service.

Rank, seniority shall, for the purposes of this Agreement, be defined as an employee's length of continuous service within the Belleville Police Department since his/her last date of appointment to sergeant.

### Section 9.02 - Probationary Employees

For the purpose of this Agreement, "probationary officer" is defined as a full-time officer who has been employed by the Belleville Police Department for less than one (1) year of continuous service.

Probationary officers shall be excluded from the provisions of section 9.3, Shift Bidding, and have no recourse to the Article 6 "Grievance Procedure" within this Agreement in the event of discipline or discharge.

### Section 9.03 - Shift Bidding

Except as otherwise prohibited in this Agreement, officers shall select annually, for a period of one (1) year, their preferred shift and/or days off on the basis of their seniority. All requests for a change of shift and/or days off are to be given to the appropriate division commander no later than December 1 of each year. All changes of shifts and/or days off shall be granted effective the beginning of the second pay period of each year and continue pursuant to the procedure outlined above unless otherwise changed according to this Agreement, until the second Sunday of the following year. This section shall in no way prohibit the filling of any vacancies according to seniority or time-in-rank. This section applies to all non-probationary officers covered by this Agreement, regardless of the division or assignment to which they are assigned except:

- a) Officers who voluntarily return or are assigned to the Patrol Division from a special unit or assignment before May 1 shall be assigned their first or second bid choice based on their seniority.
- b) Officers who voluntarily return or are assigned to the Patrol Division from a special assignment after May 1 shall assume the remaining shift vacancy after current patrol personnel are accorded their first and/or second slot choices if previously denied by lack of seniority.

- c) Officers may volunteer for other shift assignments as may be available with the approval of the Chief of Police or his designee.
- d) Officers of the same rank may exchange shifts on a voluntary basis with the approval of the Chief of Police or his designee. Such approval will not be unreasonably withheld. Such voluntary exchanges may not affect the shift assignment, schedules, days off or other assignments of any officer other than the two officers exchanging shifts. The current practice of requiring consent of officers with more seniority on the affected shifts shall continue.
- e) If the Chief of Police determines that there is a staffing problem of inexperienced officers on a particular shift, in that there are more than four officers with less than two full years of experience after shift bidding, the Chief may equalize the placement of those officers on a seniority basis for that shift bid year. Officers displaced by any such equalization shall be those officers with the least amount of seniority in excess of two years.

## ARTICLE 10 LEAVES

### Section 10.01 - Jury Duty

An officer called for jury duty shall be allowed a paid leave during normally scheduled work hours or for scheduled hours the officer would have worked on the shift immediately before or after the time the officer is required to be available for jury duty, less money reimbursed to the officer for said jury service in the form of a warrant, or its equivalent; provided the officer returns to work during hours normally assigned when excused by the court. Officers serving on jury duty during hours when not scheduled to work shall not be paid for such duty by the reimbursement paid by the court for such duty.

The officer will present proof of service as a juror and the amount of pay, if any, received therefore.

Jury leave, as used herein, shall be defined as required reporting for jury duty when summoned until excused for the day. If an employee is summoned for jury duty, he/she shall notify the Chief or the Chief's designee at the beginning of the next business day or work shift after he/she received the notice for duty, whichever is sooner.

### Section 10.02 - Funeral Leave

IMMEDIATE FAMILY: In the event of the death of a member of an officer's immediate family, a leave of absence shall not exceed forty (40) hours off with pay or five (5) consecutive eight (8) hour days provided one day is used to attend the funeral. The forty (40) hours or five (5) consecutive eight (8) hour days will not include regular scheduled days off or any holiday as defined by this agreement. Immediate family, as used herein, shall be defined as any officer's spouse, child, parent, sister, brother, or step-child; provided the step-child was raised by the officer during the child's formative years of age one (1) through eighteen (18) and lived with the officer in an immediate-family setting. If the officer's deceased step-child does not fit the definition of "immediate family" as used herein, then the officer will be allowed funeral leave for said step-child under the provisions of "extended family" provided below.

EXTENDED FAMILY/SIGNIFICANT OTHER: In the event of death of a member of the officer's extended family, a leave of absence not to exceed twenty-four (24) hours or three consecutive eight (8) hour days. The twenty-four (24) hours or three consecutive (8) hour days will not include regular scheduled days off or any holiday as defined by this agreement. Extended family, as used herein, shall be defined as any officer's parent-in-law, brother or sister-in-law, grandparent, grandchild or step-parent. Employees will receive such leave only for one step-mother and one step-father during the entire duration of their employment with the City. For the purposes of this Section, Significant Other shall be defined as a domestic partner, a person (not necessarily a spouse) who cohabitates/resides in the employee's residence as evidenced by a valid occupancy permit and shares a long term intimate relationship. If the employee resides in a community outside of the corporate city limits of Belleville that does not require an occupancy permit or similar permit, the employee may be required to furnish other credible proof of cohabitation.

NOTIFICATION: The officer must notify or cause notification to be made to the Chief or the Chief's designee of his/her intention to take funeral leave as soon as the officer knows of the death. The Employer has the authority to require evidence to substantiate that such leave days were used for the purposes set forth in this Article.

#### 10.03 - Military Leave

Officers serving in any military reserve unit(s) who are required to report for active duty shall be allowed time away from duty to serve. If required by state and/or federal law(s), salary and benefits shall continue for the duration of the reserve obligation.

If economic benefits provided to the officer are not protected by state and/or federal statutes, an officer shall be allowed to take an unpaid leave of absence provided that upon return from reserve duties the officer shall be reassigned with the same salary and benefits that he/she would have if he/she had not been activated.

#### 10.04 - Maternity Leave

An employee who becomes sick or disabled due to pregnancy or childbirth shall be entitled to leave in accordance with applicable state and federal statutes and City policy. An employee who becomes pregnant shall, as early as her condition is known, submit a written statement from her physician indicating her present physical condition, the expected childbirth date, and any limitations which may affect her ability to continue in her normal employment whether currently or in subsequent months.

Disability caused or contributed to by pregnancy, miscarriage, childbirth and recovery there from, shall be treated as temporary disability for all job related purposes.

The date for leaving work shall be determined by the City, after review and after consultation with the officer, unless the officer's physician has determined that for medical reasons the officer must leave work on a date different than set by the City.

The City agrees to transfer a pregnant officer to a less strenuous or hazardous position for the duration of her pregnancy with the advice of her physician where that transfer can be reasonably accommodated within the police department. An officer shall be granted maternity leave and be eligible to use accrued paid leave to the officer's credit for that period of time that the individual's doctor certifies that the officer is medically incapable of performing the duties of

the position.

There shall be no loss of seniority during said leave with the exception that any probationary officer shall have her probationary period extended by the length of time she is unable to perform all of her duties and is on leave or in a temporary position.

This Article will not be precedent for light-duty.

Employees who request or are placed on leave pursuant to the Family Medical Leave Act shall continue to accrue benefits while on paid leave status, but shall not accrue paid leave while on unpaid leave.

#### 10.05 - Unpaid Leaves

An employee may request an unpaid leave of absence. Such request will be granted or denied at the Employer's discretion.

#### 10.06 - State and Federal Laws

All leaves shall be administered according to appropriate State or Federal Laws as amended from time to time.

### **ARTICLE 11 NO STRIKE/NO LOCK-OUT**

#### Section 11.01 - No Strike Commitment

Neither the Council nor any officer covered by this Agreement will call, institute, authorize, participate in, sanction, encourage or ratify any strike, work stoppage or picket (except officers may be involved in information pickets provided that said officers are not on duty) which causes work stoppage, or other concerted refusal to perform duties by any officer or officer group, or the concerted interference with, in whole or in part, the full, faithful and proper performance of the duties of employment with the Employer. Neither the Council nor any officer covered by this Agreement shall refuse to cross any picket line, by whoever established.

#### Section 11.02 - Discipline of Strikers

Any officer, who violates the provisions of this Section 11.01, shall be subject to discipline. Any action taken by the Employer against any officer who participates in an action prohibited by Section 11.01 shall not be considered as a violation of this Agreement and shall not be subject to the grievance procedure except that the issue of whether an officer in fact participated in a prohibited action shall be subject to the grievance procedure provided by this Agreement.

#### Section 11.03 - Public Disavowal

In the event of action prohibited by Section 11.01, the Council shall immediately and publicly disavow such action and request the offender(s) to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Council, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this section.

Section 11.04 - No Lock-out

No lock-out of employees shall be instituted by the Employer during the terms of this Agreement.

**ARTICLE 12 SICK LEAVE**

Section 12.01 - Accrual Rate

In accordance with this Article, officers shall be entitled to ten (10) hours of sick leave for each month of service. Said sick leave will start at the completion of the officer's first month of employment and may be accumulated to date of retirement.

Section 12.02 - Eligibility

- a) Sick leave may be used for temporary, non-duty related illness, disability or injury of an officer. Officers may use up to five (5) days sick leave to care for a member's immediate family member annually. Immediate family member as used herein shall be defined as any officer's spouse, child and step-child residing within the officer's residence; or parent.
- b) No officer will be permitted to take sick leave if it has not yet accumulated.
- c) Compensation for authorized use of sick leave will be made at the officer's regular rate of pay.
- d) Officers shall notify the on-duty supervisor or other on-duty personnel as designated by the Chief at least four (4) hours or as soon as reasonably possible prior to the officer's work shift, if the officer is taking sick leave.
- e) The officer shall also state the nature of the illness or injury and the location of confinement along with a telephone number where he/she can be reached during the hours of the shift to which he/she is assigned.

Section 12.03 - Light Duty

With certification from attending physician stating that an officer otherwise eligible for sick-leave or duty-injury benefits is capable of performing light duty, the officer may request or be assigned light duty assignments. The Employer retains the sole right to approve or disapprove such request.

The Employer may require the officer to be examined by a physician of its choosing, at the Employer's expense, to verify that the officer is fit for light duty.

Section 12.04 - Medical Examination and Sick Leave Abuse Sanctions

The Employer may, at its discretion, require an employee to submit a physician's verification of illness or other proof for use of sick leave. If the employee has been or will be absent for three (3) consecutive shifts, the City may also require a physician's verification that the employee is well enough to return to work. Falsification of any verification of illness shall be just cause for discipline, up to and including discharge. Any employee who fraudulently obtains sick leave will reimburse the City for the sick leave and the City may deduct such amounts from his/her paycheck. The City, at its option may require an employee to submit to an examination by a physician or other appropriate medical professional designated by the City. If the City

requires an employee to submit to an examination by a physician or other medical professional designated by the City, the City will pay the medical expenses with no out-of-pocket expense to the employee.

In the event of any dispute between the employee's personal physician and the City's physician, the employee may request that the dispute be submitted to a third physician mutually selected by the employee's physician and City's physician. The opinion of the third physician shall be determinative of the employee's actual illness or fitness to return to duty. The cost of the third physician shall be split equally by the employee and the City.

For the purposes of this Article, "abuse" of sick leave is the use of such for reasons other than those stated in this Article. Upon sufficient evidence of the abuse or improper use of sick leave, the officer shall not be paid for such leave taken. Abuse of sick leave shall subject the officer to disciplinary action pursuant to the terms of this Agreement.

#### Section 12.05 - Credit at Retirement

There shall be no pay for accumulated sick leave upon separation, except for retirement with at least 20 years of full time service, in which case the City shall compensate the retiring employee as follows:

- a) Employees who retire shall be eligible for cash payment of unused accumulated sick leave at the rate of \$1.50 per hour for the first 1000 hours and \$3.75 per hour for all accumulated sick leave over 1000 hours.
- b) Payment for Accumulated Unused Sick Leave towards Insurance. Effective upon ratification, any employee who retires may select, as an alternative to cash payment, to apply the value of his/her accumulated sick leave payment to purchase continued group medical insurance at the group rate. The value of sick hours shall be \$1.50 per hour for the first 1000 hours and \$3.75 per hour for all accumulated sick leave over 1000 hours.

An employee eligible for this benefit must select at the time of retirement to apply his/her unused sick leave payment for this purpose. Once the pay-out determined under this section has been exhausted, the Employer will notify the retiree, and the retiree will have the option of continuing the group medical insurance at his/her expense in accordance with applicable state statutes.

#### Section 12.06 - Minimum Increments

Sick leave shall not be taken nor charged in increments of less than two (2) hours.

#### Section 12.07 - Sick Leave Buy Back

The Employer agrees to buy back, in May of each year, forty (40) hours of an employee's accrued sick leave at their hourly rate on an annual basis (May-April) provided the employee meets the following requirements:

- a) Employee must have accrued a minimum of three hundred and sixty (360) sick leave hours.

- b) Employee must not have used more than three (3) scheduled shifts of accrued sick leave in the previous year.
- c) Employee must be in full-time status and must not have been on workman's compensation for two (2) months or more in the previous year.

### **ARTICLE 13 EDUCATIONAL INCENTIVE/REIMBURSEMENT**

#### **Section 13.01 - Educational Incentive**

Non-probationary employees hired prior to October 27, 2005 shall receive seven dollars and fifty cents (\$7.50) for each college semester credit hour that he/she attained prior to his/her employment with the City of Belleville Police Department. Educational incentive pay shall not exceed one hundred-eighty (180) earned college semester credit hours.

Non-probationary employees hired after October 27, 2005 shall receive seven dollars and fifty cents (\$7.50) for each college semester hour resulting in the award of an accredited Associate's, Bachelor's or Master's degree earned prior to employment with the City of Belleville Police Department. For purposes of this section the following pay schedule applies:

Associate's - 64 hours  
Bachelor's - 130 hours  
Master's - 180 hours

Educational incentive allowance shall not be paid to employees hired after October 27, 2005 who do not attain an Associate's, Bachelor's or Master's degree.

The earned educational incentive shall be added to the officer's base pay.

#### **Section 13.02 - College Credit Pay**

Non-probationary officers hired prior to October 27, 2005 who successfully completes any college semester credits after his/her hire date shall receive seven dollars and fifty cents (\$7.50) for each hour of college semester credit earned prior to April 1<sup>st</sup> of each year for courses in police or police related curriculum. Non-probationary officers hired after October 27, 2005 who successfully complete course requirements and are awarded an Associate's (64 total college credit hours), Bachelor's (130 total college credit hours) or Master's (180 total college credit hours) will be eligible to receive seven dollars and fifty cents (\$7.50) for each college semester credit hour toward that degree program. The only courses eligible for college credit pay are those which an Associate's, B.S./B.A. or master's degree program in law enforcement, or a law enforcement related degree program approved in advance by the Chief of Police, would accept as credit toward a degree.

#### **Section 13.03 - Educational Reimbursement**

A non probationary officer who successfully completes a law enforcement or other law enforcement related course as approved in advance by the Chief of Police, shall have the cost of books, tuition or related fees reimbursed to him/her after providing the Employer with a copy of his/her grade(s), receipts for payments for books, tuition or related fees, and a statement that no other source has paid for all or part of the costs for which reimbursement is sought. Tuition and fees will be paid directly to the college or university when employees enter into a Promissory Note or other similar arrangement that does not require payment until successful

completion of the course. The cost of books, tuition or related fees reimbursed by the Employer shall not exceed \$95,000 per fiscal year spending cap for members of the bargaining unit. Reimbursement to members shall be on a first come, first served basis or other method the union deems better.

Tuition costs per semester hour will be reimbursed for an amount not to exceed the hourly rate at Lindenwood University in Belleville Illinois at the time the course is taken. Tuition rates shall be established as the rate set for the fall semester of each year by the university.

Non-probationary employees shall incur an additional one (1) Year employment obligation for every thirty (30) college credit hours paid by the City of Belleville, not to exceed 180 college semester hours. Any employee who voluntarily resigns or is terminated with cause prior to fulfilling their employment Obligation shall reimburse the City of Belleville for all cost and fees paid by the Employer. In accordance with the following table:

<u>College Semester Hours</u>	<u>Employment Obligation Years</u>
0-30	0
30-59	1
60-89	2
90-119	3
120-149	4
150-180	5

Section 13.04 - Payment

Only non probationary officers shall be eligible to receive compensation or reimbursement as provided under this Article. In order for any credits to be eligible for inclusion in the official adjusted base pay compensation, effective May 1 of any year, they must be reported to the Employer by April 1st.

Upon completion to the officer's probationary period, their educational incentive shall be added to their base pay.

Further, reimbursement shall not be made to an officer for any costs of tuition, books or fees which are payable through a scholarship, grant program or other institutional source.

**ARTICLE 14 TRAINING/CONFERENCE AND TRAVEL ALLOWANCE**

Assigned attendance at and participation in professional conferences, training, conventions, and technical meetings shall be considered part of the employee's normal duties. With the prior approval of the Chief, on a form provided by the Chief, officer may attend such functions without loss of pay and at the Employer's expense. Officers traveling on Employer business shall either be provided with a city vehicle, given a monthly allowance for the use of their private vehicle, or reimbursed at the applicable Employer's mileage rate. If other transportation is used, such as trains or planes, the Employer will provide the tickets. An officer will be compensated only for actual, usual and customary travel time to and from said training. Time spent at the function will be considered as the officer's normal tour of duty (i.e., a week's training will be considered a forty (40) hour week with no overtime. Travel within the 7-county St. Louis metropolitan area for purposes of this Article is not considered compensated travel

time.

## ARTICLE 15 HOLIDAYS

### Section 15.01 - Number of Holidays

The following shall be considered holidays for eligible full-time officers: New Year's Day, Martin Luther King's Birthday, Good Friday, Police Memorial Day (May 15), Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Thanksgiving Friday, and Christmas Day.

### Section 15.02 - Holiday Compensation

Each officer shall receive eighty-eight (88) hours of holiday time off for each full fiscal year of full-time, continuous service with the Employer, subject to the provisions of Section 15.04. Should the officer's employment with the Employer terminate before the end of a fiscal year, he/she shall receive holiday time based on the number of holidays occurring at the time of the fiscal year when the officer's employment terminates. That is, should an officer's employment with the Employer terminate at the end of May, he/she will be credited with holiday time in the amount of eight (8) hours for Memorial Day.

If an officer has used holiday leave time in excess of that earned, and his/her employment terminates prior to the end of the fiscal year for which said personal leave was credited, the Council and the employee agree that said unearned leave credit shall be deducted from the officer's last pay check. If pay owed to the officer in his/her last pay is less than the amount owed to the Employer for any unearned leave time taken, the Employer reserves the right to take any legal action necessary to collect any and all amounts owed for unearned leave time.

### Section 15.03 - Holiday Time Off

Officers, with approval, shall take holiday time off with pay prior to the last payday of the fiscal year during which the holiday was earned. Holiday time off may be taken in conjunction with vacation leave. Holiday time may be taken off at any time an officer desires during the fiscal year during working hours of any shift in accordance with the provisions of Article 7 Hours of Work, Section 7.11 - Accumulated Time Off.

### Section 15.04 - Worked Holiday Pay

An officer working on a holiday designated under Section 15.01 will be compensated at the rate of one and one-half times the straight-time, base rate of compensation for up to eight (8) hours work on the holiday, in addition to eight (8) hours of holiday compensation provided in Section 15.02. Any additional time worked on said designated holiday in excess of the normal shift of at least eight (8) hours will be paid in accordance with Section 7.03, Overtime, an officer who works on a designated holiday may take up to twelve (12) hours of compensation in the form of compensatory time off or cash, choice officer; in any case, eight (8) hours of such worked holiday compensation will be in the form of cash.

Officers shall indicate the form of compensation for the twelve (12) hours compensation provided under Section 15.02 at the time the holiday is worked.

Section 15.05 - Personal Days

Beginning May 1 of each year, an officer will be credited with sixteen (16) hours of personal holiday. Employees with ten (10) years of city service shall receive one (1) additional eight (8) hour personal day per year." Said personal holiday time off shall be scheduled at the employee's discretion, subject to approval by the Chief or the Chief's designee. Should an officer complete any portion of a year's employment, personal holiday time will be credited on a pro rata basis.

That is, should an officer work six months of a full calendar year, said officer will be credited with eight (8) hours of personal holiday time.

If an officer has used personal leave time in excess of that earned, and his/her employment terminates prior to the end of the fiscal year for which said personal leave was credited, the Council and the officer agree that said unearned leave credit shall be deducted from the officer's last pay check. If pay owed to the officer in his/her last pay check is less than the amount owed to the Employer for any unearned leave time taken, the Employer reserves the right to take any legal action necessary to collect any and all amounts owed for unearned leave time.

A new officer hired by the Employer will be credited with a pro rata amount of personal leave hours based on that portion of the fiscal year worked as a new officer.

Section 15.06 - Eligibility

In order to receive holiday pay for holidays designated under Section 15.01, an officer must work the last scheduled workday immediately before and the first scheduled workday immediately after the holiday, unless excused by the Chief or the Chief's designee.

Section 15.07 - Carry Over

An officer may carry over up to and including forty (40) hours of holiday leave as provided for in this Article to the next fiscal year to be used in accordance with the provisions of this Article.

For unused holiday leave in excess of said forty (40) hours that may be carried over, an officer shall be compensated at his/her straight-time rate of pay within thirty (30) days of the end of the fiscal year.

**ARTICLE 16 MISCELLANEOUS PROVISIONS**

Section 16.01 - Subject to Duty 24 Hours per Day

Since all police officers are presumed to be subject to duty twenty-four (24) hours per day, any action taken by a member of the force on his time off, which would have been taken by an officer on active duty if present and available, shall be considered police action, and the member shall have all the rights and benefits concerning such action as if he were then on active duty.

Section 16.02 - Definition of Terms

The terms "policeman", "officer", "employee", and "member" where ever used herein, are synonymous.

### Section 16.03 - Lay-off/Recall

Officers shall be laid off and recalled in order of departmental seniority and consistent with the provisions of 65 ILCS 5/1 0-2.1-18.

### Section 16.04 - Drug Testing

The use of illegal drugs and the abuse of legal drugs and alcohol by employees of the City present unacceptable risks to the safety and well-being of other employees and the public, in addition to being unlawful in some cases. Therefore, it is agreed by the Union and City that the manufacture, distribution, dispensation, possession or use of a controlled substance or alcoholic beverage or the abuse of legal substances which may impair or adversely affect an employee's ability to perform his or her job, is prohibited on all City properties at any time by an employee, and at all times and places wherever any employee is performing employment duties for the City. In addition, all employees are prohibited from entering upon City property or from being at any time or place while performing employment duties for the City, while under the influence of alcohol or any controlled substances (Drug Free Workplace Act, 30 ILCS 580/1 et seq.) It is the policy of the City to help provide a safe work environment and to protect the public by insuring that employees for the City are free from the effects of drugs and alcohol in the performance and pursuit of their duties. Provided, however, officers who are engaging in activities proscribed by this Section in accordance with the performance of assigned duties shall be exempted from these prohibitions for the duration of such assigned duties.

In order to protect the safety and health of the officers and the public, while preserving the rights of individual officer, the parties agree that the City may require the officer to submit to alcohol and/or drug testing procedures as follows:

- a) Whenever the City has reasonable suspicion to believe that an individual is then under the influence of alcohol or controlled substances, the City may require the officer to submit to testing for purposes of determining the presence of such substances. An employee is presumed to be under the influence of alcohol and impaired if the employee has an alcohol concentration of 0.04 grams of alcohol per 100 milliliters of blood. A lesser concentration shall not preclude the City from establishing that the employee was nonetheless impaired.

In addition to the above, the City may institute a program of random drug testing for illegal controlled substances, so long as all sworn members of the City of Belleville Police Department, including the Chief of Police are subject to the same such testing and the program is consistent with the following criteria. The random testing shall be conducted in a non-discriminatory fashion; using a methodology by which all department members have a statistically equal chance of being selected for testing at a given time. The random drug testing program, including the selection of employees to be tested, shall be conducted and administered by an outside independent medical facility under contract with the City.

- 1) If selected the employee must go to the collection area and submit a urine-sample for drug testing. The employee shall have a reasonable amount of time, not to exceed two (2) hours, to contact a Labor Council Representative regarding questions about the test and/or procedure. Such communication shall not in any way prohibit an employee from

taking the random test. Refusal to submit a sample or to properly complete the documentation for a random test will be considered a refusal to test, which may result in disciplinary action, up to and including termination.

- 2) Employees selected who are not working at the time of their selection shall be tested upon their first day back to duty.
  - b) The order to submit to such testing shall be delivered to the officer in writing. In the instance of reasonable suspicion testing the order shall set forth the objective facts and subjective conclusions drawn from those facts that establish the basis for reasonable suspicion.
  - c) In no event shall officer who are ordered to submit to such testing have the right to refuse to submit, and an officer's right to contest shall be limited to filing a grievance after the test has been conducted.
  - d) The City shall only use the services of a certified clinical laboratory for purposes of such testing. Sample collection shall be done in a manner as to respect the officer's privacy, unless there is evidence that the officer has attempted to adulterate the sample. An initial screening test and a confirmatory test (using gas chromatography, plus mass spectrometry or an equivalent scientifically accurate test) shall be conducted on each sample. A portion of the same sample shall be preserved by the laboratory for further testing by the officer at a lab of his own choosing and expense. The laboratory shall only report positive test results where both the initial and confirmatory test results are positive.
  - e) The parties agree that the foregoing shall not limit, diminish or otherwise restrict any rights that officers may have under law.
  - f) Nothing contained in this Article shall limit the authority of the City to require drug and alcohol testing as it deems appropriate for persons seeking employment as employees prior to their date of hire or following a motor vehicle accident involving an employee as the driver of a City owned or leased vehicle where significant property damage or a personal injury occurs, and the employee is determined at the time of the accident to be at fault. For purposes of this section, "significant property damage" shall mean damage estimated to cost at least \$2,500.00 to repair or replace.

#### Section 16.05 - Residency Requirement

Due to the noted safety concerns for City police officers and their families, which increase proportionally with the officer's length of service, it is hereby determined that an exception to the City-wide residency requirement for all employees shall be made as follows:

Effective April 30, 2015, employees shall be allowed to reside within St. Clair County. Any bargaining unit member appointed to and accepting the position of Assistant Chief of Police may be required, as a condition of accepting said position, to reside within the corporate limits of the City of Belleville. No employee shall be subjected to a more restrictive residency requirement than the restriction in place on their date of hire.

Any police officer who elects to reside outside the City limits shall not be permitted to drive a City vehicle to and from work without the express written permission of the Police Chief with the approval of the Mayor. In addition, such officer shall not be eligible for any City employee discount for City services including but not limited to park and recreation facilities, library services, and YMCA memberships.

Section 16.06 Fitness-for-Duty Testing:

Should the employer have cause to believe that an employee is not fit for duty; the employer may require that the employee have an examination by a qualified and licensed medical professional selected by the employer in order to determine the employee's fitness for duty. The examination shall be job related and consistent with the business necessity of the employer. Any such examination shall be at the employer's expense.

The employee shall be notified in writing of any such examination. The written notice shall also contain the basis for the Employer's cause to believe the employee is unfit for duty.

The examining professional shall form an opinion, based on the results of the examination, as to the employee's fitness for duty. The professional shall forward such opinion to the employer. All test results, as well as conversations between the employee and the medical professional, as well as the release of the examination results, shall be considered confidential and governed in accordance with Illinois statutes. The employee shall be provided with copies of all examination results and associated documents.

If it is determined as a result of an examination that the employee is unfit for duty, the employee shall be placed in an appropriate status based on the nature of the illness and/or disabling injury.

**ARTICLE 17 QUALIFICATION AND TRAINING ALLOWANCE**

Section 17.01 -Amount

The Employer agrees to pay all members an annual "Qualification and Training wage" of six hundred (\$600.00) dollars which is included in the adjusted base pay.

The City will pay six-hundred (\$600.00) dollars directly to the seller for the cost of the vest and its replacement at five (5) years. Employees are required to follow department policy five (5) year vest replacement mandate intervals. The City will pay to replace an officer's vest (while acting in the performance of his duties) prior to the scheduled five (5) year replacement time frame due to ballistic damage from a gunshot; penetration damage from a sharp weapon or object; or other industry recognized occurrences that degrade the protective integrity of the vest. The fiscal vest replacement City budget fund shall not exceed \$12,000.00. If the fiscal vest funds are exhausted prior to the start of the following fiscal year no further replacement

vest purchases shall be made. In the event an officer requires a ballistic replacement vest due an exigency creating a protective integrity issue a replacement vest shall be purchased and the cost shall be deducted from the next fiscal year's vest replacement budget. The ballistic vest must meet NIJ Level IIA standards.

Section 17.02 - Probationary Officers

The employer agrees to a one-time initial purchase of the following uniforms, semi-auto duty weapon (Department Issued) and equipment listed below for Probationary Officers upon certification for attendance to the Basic Police Academy or by their second pay period by purchase order through the employer:

- (1) Glock 22 semi-auto
- (4) Pairs of Pants
- (1) Ballistic Vest NIJ Level IIA
- (2) Short Sleeve Shirts
- (1) Garrison Hat
- (2) Long Sleeve Shirts
- (2) Clip on Ties
- (1) Nylon Belt/Holster and accessories
- (1) Cruiser (Winter) Jacket
- (1) Outer Vest Carrier

Section 17.03 - Replacement of Personal Property

The City will repair or replace with a like item an employee's prescription eyewear, watch or jewelry damaged while acting in the scope of assigned duties up to the maximum per item and annual amounts stated below, and provided the item(s) is not covered by insurance.

Eyeglass frames	\$125.00
Eyeglass lenses	\$125.00
Watch	\$50.00
Jewelry	\$50.00

The maximum fiscal year per employee cost to the City shall be \$250.00 for the repair or replacement of personal property. The City shall not be responsible for the repair or replacement of an employee's personal property damaged or lost through the negligence or neglect of the employee.

**ARTICLE 18 EQUIPMENT**

The Employer agrees to maintain all vehicles in a safe and serviceable condition, and to have installed in all marked patrol units the following items:

- a) One fire extinguisher
- b) One shotgun with suitable mountings
- c) One pair of serviceable handcuffs
- d) One high intensity mobile spotlight on the passenger side
- e) One high intensity spotlight located on outside of driver's door
- f) One protective screen between the front and rear seats to protect the driver and front seat passengers from persons in the rear seat

## ARTICLE 19 VACATIONS

### Section 19.01 - Eligibility

Officers shall be eligible to take paid vacation after one year of continuous service with the Police Department. Probationary officers shall not be eligible to take vacation. However, upon successful completion of the probationary period of employment, an officer shall be eligible for and will be credited with vacation in accordance with the accrual rate provided under Section 19.02 herein, beginning with the officer's last date of hire with the Employer.

If the officer's employment with the Employer is terminated, he/she will receive vacation credit prorated for that portion of the year of employment which he/she worked (I.e. if an officer would have accrued 80 hours of vacation leave during a year in which he/she resigns, and works one-half of the year of employment before giving his/her two-week notice, he/she will receive 40 hours of vacation leave compensation); provided the officer gives two (2) weeks' notice of his/her intent to terminate employment.

### Section 19.02 - Accrual

Eligible officers shall earn vacation time in accordance with the following schedule. Officers shall earn vacation at the rate of six and two-thirds ( $6 \frac{2}{3}$ ), ten (10) or thirteen and one-third ( $13 \frac{1}{3}$ ) hours per month of service in a fiscal year as follows:

#### Accrual Schedule

- a) From the date of hire through completion of five (5) years of continuous, full-time service; eighty (80) hours per year; or
- b) From the completion of five (5) years of continuous service; one hundred twenty (120) hours per year; or
- c) From the completion of twelve (12) years of continuous service; one hundred sixty (160) hours per year; or
- d) From the completion of twenty (20) years of continuous service; two hundred (200) hours per year.

Probationary officers hired prior to May 1<sup>st</sup> shall accrue vacation at the rate of six and two-thirds ( $6 \frac{2}{3}$ ) hours per month after their first anniversary and until May 1<sup>st</sup>. After May 1<sup>st</sup> those officers shall receive eighty (80) hours of vacation combined with their previous monthly accruals, but in no case shall officers hired prior to May 1<sup>st</sup> be entitled to one hundred sixty (160) hours of annual vacation in their first year of employment.

If an eligible officer's employment with the Employer is terminated prior to completing the seventh year of employment, but subsequent to completing the sixth year of employment, vacation shall be credited to the officer's record at the rate of six and two-thirds ( $6 \frac{2}{3}$ ) hours per month; if prior to completing the twelfth year of employment, but subsequent to completing the eleventh year of employment, vacation shall be credited at the rate of ten (10) hours per month.

### Section 19.03 - Vacation Scheduling

Vacations shall be scheduled for use in a fiscal year in the following manner. (A fiscal year is defined as May 1<sup>st</sup> through April 30<sup>th</sup>).

- a) During the period March 1st through April 15th a vacation signup sheet shall be available to officers. Each officer shall indicate up to two (2) individual choices of vacation increments of one (1) shift or more per choice, provided each choice represents a shift or an uninterrupted series of shifts, beginning with the most senior officer and followed by the next most senior officer and followed by the next most senior officers respectfully. Vacation dates may be chosen by the officer and the officer may choose any week or weeks, maximum of three weeks for the first vacation pick.
- b) From May 1 to January 15 thereafter, vacations shall be scheduled on a first-come first-served basis to be taken during the remainder of the fiscal year, and seniority shall not be used to determine who is entitled to selection(s) of vacation leave. Officers shall be permitted to select their vacation days off as they desire, including but not limited to one day at a time, with the reasonable consent of the shift commander.
- c) From January 15<sup>th</sup> through April 30<sup>th</sup>, any unused vacation which remains unscheduled for use by the end of the fiscal year will be scheduled by the Employer.

#### Section 19.04 - Use and Carry-over

Vacation leave credited at the beginning of a fiscal year shall be used within that same fiscal year. However, an officer last hired after November 1<sup>st</sup> in a fiscal year may carry over up to forty (40) hours of vacation beyond the end of the next full fiscal year provided said carry-over shall be used within the second full fiscal year of employment.

Should an officer's scheduled vacation leave be canceled due to the operational needs of the Employer, said officer either 1) shall reschedule the vacation leave within the same fiscal year, or 2) may be allowed to carry over the canceled vacation leave, subject to the approval of the Chief.

#### Section 19.05 - Minimum Increments

Vacations shall be taken in increments of one (1) shift or more.

#### Section 19.06 - Vacation Retirement

Any officer who retires within the fiscal year in lieu of taking vacation leave, shall have the option of receiving any unused accrued vacation taken in cash payment or having the equivalent dollar amount, on a dollar for dollar basis, applied towards continuing retiree health insurance premiums as provided in Article 12 Sick Leave, Section 12.06 - Credit at Retirement.

### **ARTICLE 20 DUTY INJURY**

#### Section 20.01 - Payment for Medical Expenses

The Employer agrees to pay all doctor, hospital, and other medical expenses for a member of the Police Department who is injured in the performance of his duty, for as long as the condition or related conditions exist, stemming from the injury. The City agrees to pay all doctor, hospital and other medical expenses for an officer who is injured or is exposed to contagious illness or disease in the performance of his duty for so long as the condition or related conditions exist that stem from the injury, disease or illness. Officers shall also be

afforded the benefits provided in 5 ILCS 345/1.

Section 20.02 - Payment of Regular Salary

The Employer agrees to pay an officer, who is injured in the performance of their duty, his regular salary for the complete duration of his inability to substantially perform the normal tasks involved in his employment or to the time when said officer is receiving a disability pension, except where the duration of such absence exceeds twelve (12) consecutive months. In such event, the Employer shall have the right to require the officer to submit to a physical examination by a physician selected by the Employer to determine whether the inability to substantially perform the normal tasks involved in his employment is permanent or temporary. The officer may also arrange to be examined by a physician selected by the officer for the same determination regarding permanency of the officer's condition. The continued payment of salary under the Public Employee Disability Act does not apply to an officer who engages in any work, with or without compensation, as an employee, volunteer, or self-employed individual unless the statute is amended to provide otherwise.

If the inability to perform is permanent, the officer shall then make application for duty disability pension benefits under 40 ILCS 5/1-101. The Employer agrees to assist and support the officer in securing such duty disability pension.

The foregoing shall not preclude the Employer from taking other appropriate action consistent with applicable law.

Section 20.03 - Worker's Compensation

It is recognized that members of the Police Department are now included under the Illinois Worker's Compensation and Occupational Disease Act. Insofar as possible, payments required to be made under Sections 20.01 and 20.02 above, will be made by the insurer of the City of Belleville. Any deficiency between the "net" regular weekly take home pay and an amount of weekly compensation paid for disability by the insurer under Section 20.01 and 20.02 shall be borne by the City and paid to the injured policeman at regular pay periods. The City shall have the right not to pay the deficiency if it concludes that the officer is able to return to duty. In no event shall the City continue to pay the deficiency when benefits are terminated by the Industrial Commission. By this provision, an officer waives no rights under the Worker's Compensation Act and the Council, the officer or the City may file a grievance if a dispute arises.

Section 20.04 - Pension Payments

The City will continue to make pension payments for a policeman who suffers a duty injury based upon the gross base salary of the injured member of the Police Department, but the employee shall reimburse the City of the amount required to be withheld by statute of any monies received in the form of weekly Worker's Compensation/Occupational Disease benefits, while injured, said sum to be used along with the City's contribution to insure that an appropriate pension deduction is made on behalf of each injured policeman from his gross pay for the period of the injury.

Section 20.05 - Payment at Total Disability

Upon a determination of total disability, payments shall be made as required by the Illinois Worker's Compensation and Occupational Disease Act and Police Pension Act.

Section 20.06 - Definition of Terms

- a) "Regular weekly take home pay" is the amount paid the employee per week for the last pay period prior to the time of injury, less any overtime pay. Should the base pay change after the last pay, but prior to the injury, the take home pay shall be determined by withholding guidelines as furnished by the Internal Revenue Service. If the take home pay is based on a stated amount for withholding as directed by the employee, the take home pay shall be construed to be that which would develop by the guidelines of the Internal Revenue Service. Amounts of pay deducted for bonds, savings, United Funds, and similar withholdings shall be a part of the net regular weekly take home pay.
- b) "Gross regular weekly take home pay" shall refer to regular weekly take home pay per salary schedule before any deductions.
- c) "Net regular weekly take home pay" shall refer to "gross pay" as above, less tax and other required governmental deductions made of the particular employee in question.
- d) "Gross base pay" shall refer to the policeman's scheduled annual pay less tax and other "required" governmental deductions.

**ARTICLE 21 WAGES**

Section 21.01 - Wage Increases FY 2015, FY 2016, FY 2017, FY 2018

Effective May 1, 2015 the Employer agrees to a 2.0% (two percent) wage increase for all wage scales; Effective May 1, 2016 a 2.0% wage increase for all wage scales; Effective May 1, 2017 a 2.0% wage increase for all wage scales; Effective May 1, 2018 a 3.0% wage increase for all wage scales. The wage schedule will be attached by reference hereto as Appendix C. All increases are to be made to the prior year's base. The City agrees for this contract to pay employees who have separated employment after May 1, 2015, and prior to the execution of this Agreement, a pro rata wage increase. The employer agrees to match any cost-of-living increases given to or awarded to any other city bargaining units that exceed the percentage increases for the duration of this Agreement effective on 05/01/2015. All cost-of-living increases to wages shall be retroactive on all compensable hours to their effective date;

Section 21.02 - Sergeant's Pay

Any officer attaining the rank of sergeant will receive four thousand (\$4,000.00) dollars in addition to their wages as they fall within the wage schedule for patrol officer added to their base pay.

Section 21.03 - Anniversary Date

In determining the pay schedule for an employee, the anniversary date of his employment shall be the factor that prevails, and the employee shall move to the next step, the pay period following his anniversary date. For example: an employee's anniversary date is September 1. The next pay period after September 1, the employee will start to receive the pay increase for the next longevity step.

#### Section 21.04 - Shift Differential

Officers working the "Night Shift" shall receive a shift differential of five-hundred and twenty (\$520.00) dollars added to their base pay. Officers assigned to work the "Day Shift" shall not be eligible for shift differential. Officers assigned to Detectives and Juvenile who work more than one third of their time rotating between day watch and a shift falling within the 3:00 p.m. and 7:00 a.m. shall receive a shift differential of two hundred and sixty (\$260.00) dollars added to their base pay.

#### Section 21.05 - Adjusted Base Pay

The adjusted base pay shall include shift differential, educational bonus, qualification and training allowance and sergeant pay if applicable.

#### Section 21.06 - FTO Compensation

An officer certified as a Field Training Officer (FTO) and serving in the capacity of a Field Training officer shall receive in addition to their regular pay, three (3) hours of compensation at the straight time rate of pay, for each day or part thereof: FTOs must work a minimum of four (4) hours each day in the capacity of a FTO. This includes actual training as well as associated paperwork and final review. Field Training Officers shall not receive compensation while on prescheduled time-off (vacations, holidays, personal or comp-time days)

#### Section 21.07 – Master Sergeant Appointment within the Bargaining Unit

The Chief of Police may appoint at his discretion a Master Sergeant(s) from the Sergeant's rank within the bargaining unit. The Master Sergeant(s) shall receive an hourly rate increase of fifty cent (\$0.50) per hour above the current wage schedule for Sergeant added to their base pay. The Chief may at his discretion and without cause return the employee to Sergeant. The Chief shall give written notice of his/her decision and the appointment shall terminate in thirty (30) calendar days. Removal from this position shall not be subject to Article 11, Grievance and Arbitration provisions of this agreement. The Master Sergeant(s) having been appointed from the rank of Sergeant from the bargaining unit shall be permitted, regardless of their appointed rank, to take promotional exams and be promoted to Lieutenant. The Master Sergeant(s) shall be situated below Lieutenants and above Sergeants and officers within the bargaining unit in the exercise of their lawful authority. The Master Sergeant(s) shall remain member(s) of the bargaining unit during their appointment. The appointment to Master Sergeant(s) does not express, imply or deem to have created a vacancy in the Sergeant ranks. This position is not a promotion as contemplated by Article 8 of the contract and the position will not be filled in accordance with the rules and regulations of the Board of Fire and Police Commissioners of the City of Belleville, Illinois.

#### Section 21.08 - Acting Sergeant Pay

If a vacancy exists for a shift sergeant, the Chief of Police or his/her designee shall offer the overtime opportunity to a current sergeant, using the overtime provisions outlined in this Agreement.

If no sergeants can be found to accept the overtime assignment, the Chief of Police or his/her designee may appoint an acting sergeant. Acting sergeants may be assigned to the desk sergeant position or as a field supervisor. During their tour as acting sergeant they shall have and exercise the same legitimate authority as a sergeant. Failure to follow their lawful

orders and direction shall be viewed as insubordination and the necessary corrective discipline shall be taken, up to and including discharge.

An officer working as the shift sergeant shall receive \$1.92 per hour in addition to their hourly wage rate as they fall within the wage schedule for patrol officer added to their base. The Chief of Police or his/her designee shall select officers from the bargaining unit to acting sergeant who meet the following requirements:

- a) Minimum of three (3) years sworn police service with the department.
- b) No discipline within the last twelve (12) months resulting in a suspension without pay or higher whether held in abeyance or pending discipline that may result in suspension without pay or higher.
- c) No excessive sick leave use or tardiness within the last twelve (12) months.
- d) Are proficient in the exercise of their duties; proficiency includes keeping current on required productivity standards of the patrol division.
- e) Preference will be given to officers who are on the current sergeant promotional list; but this alone will not be the sole determining factor.

The acting sergeant shall be selected from the shift's employees where the vacancy occurs. A vacancy shall be deemed to exist when no supervisors assigned to the shift are working due to a short notice sick leave absence of twenty-four (24) hours or less, police emergency (exigence) or other special assignment as directed by the Chief of Police or his/her designee. Overtime opportunities for pre-scheduled absences for comp time, holidays or vacations shall be filled by sergeants when no supervisors assigned to the shift are working.

Employees assigned to work the desk due to light duty or other appropriate reasons shall not be eligible or entitled to receive acting sergeant pay. There shall be no preference for selection of acting sergeant based on department or rank seniority. The selection or non-selection to acting sergeant of an eligible employee shall not be subject to Article 11, Grievance and Arbitration provisions of this agreement by members of the bargaining unit.

## **ARTICLE 22 INSURANCE COVERAGE**

### **Section 22.01 - Coverage**

Effective May 1, 2016, the Employer agrees to pay four hundred ten (\$410.00) dollars monthly towards the monthly premium costs of the group life, health, hospital, major medical and dental benefits plan for all employees and their dependents. Monthly premium amounts in excess of the Employer contribution for single and dependant coverage will be shared on a 50/50 basis between the employee and the Employer. The parties agree for this contract that all increased insurance premiums are retroactive to their effective dates and deducted from the employee's compensation.

It is further agreed that the schedule of benefits shall be similar or equal to the coverage for the group policy presently contracted out by the Employer for the members and their dependents. During the first sixty (60) days of employment, new employees may participate in the Employer's health and welfare plan at the new employee's cost. The Employer shall not be responsible for any payments toward health and welfare coverage during the employee's first sixty (60) days of employment with the Employer; after the first sixty-day period the Employer shall be responsible for payments toward health and welfare

coverage as provided above.

Section 22.02 - Dental Coverage

The Employer also agrees to provide a dental plan for all members covered by this contract.

Section 22.03 - Coverage After Retirement

A member or his/her widow may be included until eligible for Medicare in the City's hospitalization plan as provided in ARTICLE 22 hereof, after his/her retirement or disability or death at the option and expense of the said member or his/her widow, subject to the following provisions.

- a) The City shall pay the premiums for the retired or disabled member or his/her widow, electing to continue said hospitalization plan, on a pro-rata basis directly to the insurance carrier, and shall be reimbursed by withholding from the monthly pension payment of the said retired or disabled member or his/her widow an amount equal to said monthly premium calculated on a pro-rata basis.
- b) That the said retired or disabled member or his/her widow shall not be eligible to be covered under this plan if he/she is covered by another Employer's hospitalization plan. This provision shall not become effective until six (6) months after a member retires or is disabled.
- c) If a retired or disabled member or his/her widow is covered by another Employer's hospitalization plan after the lapse of six (6) months after his/her retirement or disablement, the said retired member or his/her widow shall cease to be covered under this plan, and shall be ineligible to be reinstated thereunder.
- d) For employees hired prior to January 1st, 1990, the Employer agrees that the price of the insurance for the retired or disabled members or widows shall never be higher than when the employee's job was terminated. This will be in effect for the first seven (7) years of the employee's retirement, or until the employee or his/her widow reaches the age of sixty-five (65), whichever comes first. Employees hired on or after January 1st, 1990, the price of insurance for retired or disabled members or surviving spouses shall be the same amount of the total premium applied to current active members for equal coverage. Said price shall be adjusted according to increases or decreases in the premium amount as determined overall for all active employees. Insurance coverage for all retired or disabled or surviving spouses shall terminate thirty (30) days after the former retired or disabled or surviving spouse reaches age sixty-five (65). Notwithstanding the preceding, all employees who are disabled as the result of a duty related injury or illness, and receiving a pension from the local pension fund, shall be eligible to continue in the City of Belleville hospitalization plan in accordance with applicable state statute(s) governing continued coverage.

Section 22.04 - Insurance Committee

Upon request of either the City this bargaining unit or other bargaining units, insurance committee meetings will be scheduled city-wide on a quarterly basis to review ways to control

or reduce insurance costs. The Insurance Committee may make recommendations to the City Council for changes in health care coverage that will reduce or minimize increases in health care premiums. One representative from each bargaining unit along with six management representatives will be eligible to participate as committee members.

Recommendations may be made with a two-thirds majority of those representatives identified by this Section. All changes are subject to the approval of the City Council. Any savings generated by plan changes different than those that exist upon execution of this Agreement which result in a decrease in premium costs shall be passed directly to the dependent premium increases.

#### Section 22.05 - Officer Killed in the Line of Duty

In the event that an officer is killed in the line of duty, the spouse shall be allowed to continue coverage under the provisions of this Agreement until such time that the spouse is eligible for coverage under another health/medical insurance plan, including Medicare.

#### Section 22.06 - Retirement Health Savings Account

The Employer agrees to withhold through pre-tax payroll deduction and forward to the FOP retirement savings plan designated amounts authorized by the member, should FOP Lodge #226 adopt such a plan. The Employer further agrees to match the employee's designated amount, not to exceed twenty-five (\$25.00) dollars per month through payroll deduction and forward that amount to the FOP retirement health savings plan for each employee enrolled in said plan.

### **ARTICLE 23 STAFFING**

#### Section 23.01 - Staffing

The parties agree on the one-man car principle to enhance the number of patrol vehicles on the street. It is agreed further that there shall be minimum staffing levels during the hours of 6:00 p.m. to 2:00 a.m. with a maximum of seven (7) with a minimum of five (5) officers thereafter, subject to the following provisions:

- a) Each party agrees to take all reasonable steps for the protection and safety of the officers; and
- b) Not less than seven (7) officers are working on the shift, each actually responding to calls for service (i.e. working as patrol officers and not officers assigned as detectives, juvenile or other specialized units) except that the Employer shall have the right to temporarily assign two (2) officers from the specialized units to patrol duty in order to meet the seven (7) officer requirement, and provided further that any officers temporarily assigned in this manner shall be given a reasonable amount of time to change into their patrol uniforms; and
- c) At the reasonable discretion of the Chief of Police, any officer who is working with a specialized unit that has been designated by the Chief of Police will be allowed to ride in a one (1) man vehicle. If at any time an officer in one of the above units decides, for valid reasons, he does not want to ride in a one man car, that officer shall then take his complaint to the Council and Chief of Police

for final disposition.

- d) The shift supervisor may demonstrate discretion on manpower assignment subject to supervisory guidelines.

Notwithstanding the provisions of paragraph (2) above, minimum staffing requirements may be suspended when three officers or more are off on pre-scheduled leave (vacation, holiday or compensatory time) and officers scheduled to report for duty on a given workday call in sick, but not more than one officer below the minimum. Shift commanders shall determine if operational needs require staffing at the established minimum levels. Commanders should consider several variables in their decision (volume-calls for service, environmental/weather factors, special event weekends and seasonal needs). In the event the patrol division officers are working an eight-hour schedule, the preceding paragraph shall only apply to staffing levels between 6:00 p.m. and 2:00 a.m.

#### Section 23.02 - Motorcycles

During adverse weather conditions, the officer's discretion will be used as to whether he will ride the motorcycle or not.

#### Section 23.03 - Understandings

It is the understanding of the parties that the provisions of this article may be changed by mutual agreement and is subject to section 1614 of the Labor Act.

### **ARTICLE 24 LEGAL ASSISTANCE**

#### Section 24.01 - Legal Representation

When a member of the Police Department, through action he has taken in the scope of his employment and arising out of his duty, is criminally charged or civilly sued for personal injury or property damages, such as may result from accident, illegal arrest, brutality, assault, manslaughter, etc., the Employer agrees to furnish the member the service of an attorney, at the expense of the Employer.

#### Section 24.02 - Liability Coverage

To the extent required or permitted by law, the Employer shall provide liability insurance to cover the personal liability of the employee arising out of any action the employee has taken in the scope of his employment. The amount of coverage provided by the policy shall be a minimum of \$1,000,000.00.

### **ARTICLE 25 COUNCIL RIGHTS**

#### Section 25.01 - Council Notices

The Employer shall provide designated space on an available bulletin board, or provide a bulletin board on a reasonable basis where none are available, for purpose of notice of Council business.

#### Section 25.02 - Settlements

The Employer agrees not to enter into any agreement or contract with an individual officer(s) who in any way conflicts with the terms and provisions of this Agreement.

Section 25.03 - Release Time

Officers and Council Representatives shall receive released time as necessary, with no loss of pay, for purposes of investigating and processing of grievances and/or contract negotiations; except that the Employer shall have no overtime liability of any kind as a result of such released time, including no obligation to replace officers of Council representatives on such released time.

Section 25.04 - Council Representatives

There shall be a Council Representative on each shift whose name will be provided to the Employer in writing at least annually and within 30 days of any change in representative. Said Council Representatives shall be designated by the Labor Council Members for the purpose of processing grievances and assisting the member with the provisions of the Collective Bargaining Agreement.

The head of each shift and division shall recognize these officers as Representatives of the Labor Council.

Section 25.05 - Comp-time Pool

Each member of the bargaining unit may assign up to a maximum of five (5) hours per year to the Lodge comp-time pool. The assignment shall be made by December 15 of each year. Once the employee assigns said comp-time, it cannot be revoked.

The request for time from the Lodge comp-time pool must be in writing and signed by at least two Lodge officers and submitted to the Chief of Police or his designee for approval which shall not be unreasonably denied. This time can only be requested for Lodge business.

Section 25.06 - Elected Officials

Any officer elected to a State or Labor Council office may be granted release time to attend functions required of their office. Compliance with this provision shall not cost the City overtime.

**ARTICLE 26 SAVINGS PROVISION/PARTIAL INVALIDITY**

Section 26.01 - Savings Provision

Nothing in this Agreement shall be construed as requiring either party to this Agreement to do anything inconsistent with federal or state law, or local ordinance or the final order or judgment of any court having jurisdiction over the parties.

Section 26.02 - Partial Invalidity

If any provision of this Agreement should be rendered or declared invalid and unenforceable by any court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the parties agree to meet within fourteen (14) calendar days or other agreed upon time to negotiate alternative language to substitute for the invalidated provision.

## **ARTICLE 27 COMPLETE AGREEMENT**

This Agreement supersedes and cancels any and all previous agreements, whether written or oral, and concludes collective bargaining for the term of this Agreement, unless specifically provided herein.

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

The Employer, however, shall be required to bargain collectively with regard to the effect or impact of changes in policy matters not addressed in this Agreement which directly affect wages, hours and terms and conditions of employment prior to implementation of said changes.

This Agreement may be amended by the mutual written agreement of the parties and shall then become part of this Agreement.

## **ARTICLE 28 LABOR-MANAGEMENT CONFERENCES**

### **Section 28.01 - Meetings**

The Labor Council and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between the Labor Council representatives and responsible administrative representatives of the Employer. Such meetings maybe requested at least ten (10) days in advance by either party by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. The parties may mutually agree to waive the 10 day requirement. Such meetings and locations shall be mutually agreed to before being held, and the purpose of any such meeting shall be limited to:

- a) Discussion on the implementation and general administration of this Agreement;
- b) A sharing of general information of interest to the parties; and
- c) Discussion of non-bargaining conditions of employment by the Employer which may affect Employees.

When absence from work is required to attend "labor-management conferences", the affected party/parties shall, before being excused from duty, give reasonable notice to and receive approval from, their supervisor, in order to remain in pay status. All time off mentioned in this Article shall be subject to the approval of the Chief or his designee. Labor-management meetings will be held a minimum of once every three (3) months unless otherwise mutually agreed to, and will be attended by the Mayor, the Chief of Police, and Labor Council representatives.

The Employer and the Lodge 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 effectuated 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.

Section 28.02 - Grievances Not Discussed

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "Labor-Management Conferences", nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

**ARTICLE 29 SAFETY ISSUES**

Section 29.01 - Safety Committee

There shall be a Safety Committee comprised of not more than three (3) officers, one (1) on each shift. The Safety Committee and the Police Chief will meet to discuss safety issues at such times as is deemed necessary, provided that seventy-two (72) hours' notice is given by the party asking for the meeting.

Section 29.02 - Safety Complaints

Complaints regarding the safety of a piece of equipment shall be brought to the attention of the Command Officer (Supervisor). If the defect in the equipment constitutes a hazard to the officer required to operate such equipment and the officer is not satisfied with the action taken by the Command Officer (Supervisor), he may take the complaint to the Chief of Police; however, the complaining officer shall abide by the Command Officer's (Supervisor's) decision until such time as the dispute can reasonably be brought to the attention of the Chief of Police. The Chief of Police will resolve the dispute between the Command Officer (Supervisor) and the complaining officer.

The Chief of Police shall take all reasonable steps to assure that all equipment necessary to the performance of the officers on duty is in safe working condition.

**ARTICLE 30 CANINE OFFICER**

Section 30.01 - Care and Maintenance

Any officer assigned as a canine officer shall be allotted one (1) hour per scheduled work day during his regular schedule to cover the continued care, maintenance, and grooming of the dog.

Section 30.02 - Kennel

The Employer shall be responsible for providing a kennel at the assigned officer's residence for maintaining the dog.

Section 30.03 - Food and Medical Costs

The Employer shall be responsible for all food and veterinary costs incurred by the dog.

Section 30.04 - Liability

The Employer shall maintain liability insurance and indemnify the officer for acts of the dog.

Section 30.05 - Status Compensation

The officer shall be compensated according to the provisions as set forth in this Agreement dealing with "Call-back", "On-call", and "Standby", for any assignments made specific for the use of the dog.

Section 30.06 - Boarding

When any officer assigned to the Canine program is on vacation, at the officer's discretion, he may request the City to board the dog at the City's expense.

Section 30.07 - Limitations

The Employer may call in the Canine officer without being in violation of any provisions for "Overtime Distribution" as long as the service being performed requires the use of the Canine Unit (Le. building search, vehicle search, drug searches or any other event whereby prudent law enforcement practices recommend the use of a dog). The Canine Officer shall be eligible for other overtime opportunities with the Canine call-outs being taken into consideration to equally balance overtime amongst all personnel.

**ARTICLE 31 TERMINATION**

This contract entered into by the City of Belleville, Illinois, and by the Illinois Fraternal Order of Police Labor Council, and this contract entered into by both parties, shall be in force and effect from the first day of May 1, 2015, to the last day of April 30, 2019. This contract shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, no later than ninety (90) days prior to the expiration of this Agreement that it desires to modify this contract.

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. All notices provided for in this Agreement shall be served upon the other party by certified mail, return receipt requested. Any impasses at said negotiations shall be resolved by invoking the procedures of Section 14 of the Illinois Public Labor Relations Act.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the dates indicated below.

**City of Belleville, Illinois**

**Illinois FOP Labor Council**

Mark W. Eckert 4-27-16  
Mark W. Eckert Date  
Mayor

RSAA 4-27-16  
Rob Scott Date  
ILFOP Field Representative

Dallas Cook 4-27-16  
Dallas Cook Date  
City Clerk

[Signature] #180 4-27-16  
Chris Mattingly Date  
Local Unit Chairman

(seal)

William G. Clay III 4/27/16  
Chief William G. Clay III Date  
City Negotiator

Robert H. Thom 04-27-16  
Negotiator Date

[Signature] 4/27/16  
Ass't Chief Jim Spargur Date  
City Negotiator

[Signature] 4-27-16  
Negotiator Date

Mark Normand 4/27/16  
Negotiator Date

[Signature] 04/27/16  
Negotiator Date

**APPENDIX A: DUES AUTHORIZATION FORM**

**DUES AUTHORIZATION FORM**

**ILLINOIS FRATERNAL ORDER OF POLICE  
LABOR COUNCIL  
974 CLOCK TOWER DRIVE  
SPRINGFIELD, ILLINOIS 62704**

I, \_\_\_\_\_, hereby authorize my employer, the City of Belleville, Illinois, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. (In addition, I authorize my Employer named 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: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

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

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

Employment Start Date: \_\_\_\_\_

Title: \_\_\_\_\_

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

Illinois Fraternal Order of Police Labor Council  
Attn: Accounting  
974 Clock Tower Drive  
Springfield, Illinois 62704

(217) 698-9433

*Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction.*



**APPENDIX B: GRIEVANCE FORM**

(use additional sheets where necessary)

Date Filed: \_\_\_\_\_

Department: \_\_\_\_\_

Grievant's Name: \_\_\_\_\_  
Last First M.I.

**STEP ONE**

Date of Incident or Date Knew of Facts Giving Rise to Grievance: \_\_\_\_\_

Article(s) and Section(s) of contract Violated: \_\_\_\_\_

Briefly state the facts: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy Sought: \_\_\_\_\_  
\_\_\_\_\_

Given To: \_\_\_\_\_

Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S STEP ONE RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

**STEP TWO**

Reasons for Advancing Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Given To: \_\_\_\_\_

Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S STEP TWO RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

Lodge No. / Year / Grievance No.

**STEP THREE**

Reasons for Advancing Grievance: \_\_\_\_\_

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S STEP THREE RESPONSE**

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

**STEP FOUR**

Reasons for Advancing Grievance: \_\_\_\_\_

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S STEP FOUR RESPONSE**

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

**REFERRAL TO ARBITRATION by Illinois FOP Labor Council**

\_\_\_\_\_  
Person to Whom Referral Given

\_\_\_\_\_  
Date

\_\_\_\_\_  
FOP Labor Council Representative



**APPENDIX C: WAGES**

**Day Watch Patrol**

Years of Service	Current (2014)	05/01/15 2%	05/01/16 2%	05/01/17 2%	05/01/18 3%
Start	\$49,929.81	\$50,928.41	\$51,946.97	\$52,985.91	\$54,575.49
6 Months	\$54,534.39	\$55,625.08	\$56,737.58	\$57,872.33	\$59,608.50
2 Years	\$56,456.54	\$57,585.67	\$58,737.38	\$59,912.13	\$61,709.50
5 Years	\$58,761.90	\$59,937.14	\$61,135.88	\$62,358.60	\$64,229.36
10 Years	\$61,452.15	\$62,681.19	\$63,934.82	\$65,213.51	\$67,169.92
15 Years	\$63,888.36	\$65,166.13	\$66,469.45	\$67,798.84	\$69,832.80
20 Years	\$67,311.81	\$68,658.05	\$70,031.21	\$71,431.83	\$73,574.79
25 Years	\$68,556.10	\$69,927.22	\$71,325.77	\$72,752.28	\$74,934.85

**Night Watch Patrol**

Years of Service	Current (2014)	05/01/15 2%	05/01/16 2%	05/01/17 2%	05/01/18 3%
Start	\$50,821.05	\$51,837.47	\$52,874.22	\$53,931.70	\$55,549.66
6 Months	\$55,425.65	\$56,534.16	\$57,664.85	\$58,818.14	\$60,582.69
2 Years	\$57,348.18	\$58,495.14	\$59,665.05	\$60,858.35	\$62,684.10
5 Years	\$59,653.26	\$60,846.33	\$62,063.25	\$63,304.52	\$65,203.65
10 Years	\$62,343.38	\$63,590.25	\$64,862.05	\$66,159.29	\$68,144.07
15 Years	\$64,770.78	\$66,066.20	\$67,387.52	\$68,735.27	\$70,797.33
20 Years	\$68,194.21	\$69,558.09	\$70,949.26	\$72,368.24	\$74,539.29
25 Years	\$69,438.52	\$70,827.29	\$72,243.84	\$73,688.71	\$75,899.37

**Juvenile/Detective Assignment Based on Day/Night Rotation**

Years of Service	Current (2014)	05/01/15 2%	05/01/16 2%	05/01/17 2%	05/01/18 3%
Start	\$50,375.44	\$51,382.95	\$52,410.61	\$53,458.82	\$55,062.58
6 Months	\$54,980.03	\$56,079.63	\$57,201.22	\$58,345.25	\$60,095.61
2 Years	\$56,902.54	\$58,040.59	\$59,201.40	\$60,385.43	\$62,196.99
5 Years	\$59,207.65	\$60,391.80	\$61,599.64	\$62,831.63	\$64,716.58
10 Years	\$61,897.77	\$63,135.73	\$64,398.44	\$65,686.41	\$67,657.00
15 Years	\$64,329.57	\$65,616.16	\$66,928.48	\$68,267.05	\$70,315.07
20 Years	\$67,753.00	\$69,108.06	\$70,490.22	\$71,900.03	\$74,057.03
25 Years	\$68,997.29	\$70,377.24	\$71,784.78	\$73,220.48	\$75,417.09

**APPENDIX C-2: (Wages Continued)**

**Sergeant Day Watch Patrol**

Years of Service	Current (2014)	05/01/15 2%	05/01/16 2%	05/01/17 2%	05/01/18 3%
2 Years	\$61,888.32	\$63,126.09	\$64,388.61	\$65,676.38	\$67,646.67
5 Years	\$64,170.60	\$65,454.01	\$66,763.09	\$68,098.35	\$70,141.30
10 Years	\$66,834.08	\$68,170.76	\$69,534.18	\$70,924.86	\$73,052.61
15 Years	\$69,878.75	\$71,276.33	\$72,701.85	\$74,155.89	\$76,380.57
20 Years	\$73,302.17	\$74,768.21	\$76,263.58	\$77,788.85	\$80,122.51
25 Years	\$74,573.02	\$76,064.48	\$77,585.77	\$79,137.49	\$81,511.61

**Sergeant Night Watch Patrol**

Years of Service	Current (2014)	05/01/15 2%	05/01/16 2%	05/01/17 2%	05/01/18 3%
2 Years	\$62,770.72	\$64,026.13	\$65,306.66	\$66,612.79	\$68,611.17
5 Years	\$65,053.02	\$66,354.08	\$67,681.16	\$69,034.79	\$71,105.83
10 Years	\$67,716.49	\$69,070.82	\$70,452.24	\$71,861.28	\$74,017.12
15 Years	\$70,761.18	\$72,176.40	\$73,619.93	\$75,092.33	\$77,345.10
20 Years	\$74,301.96	\$75,788.00	\$77,303.76	\$78,849.83	\$81,215.33
25 Years	\$75,428.87	\$76,937.45	\$78,476.20	\$80,045.72	\$82,447.09

## APPENDIX D: OVERTIME DISTRIBUTION

The Distribution of overtime provided in section 7.12 - Overtime Opportunity/Distribution shall be as follows:

1. Five-day callback overtime distribution lists shall be established for the filling of vacancies (patrol, parades, special events, special police details, extra work, or any other employer created overtime) when no volunteers can be found or respond to the Hyper-Reach contact system.. One list will contain all members of the bargaining unit eligible to work overtime vacancies that occur due to absence of a patrol officer. An additional list shall contain the names of bargaining unit sergeants eligible to work overtime sergeant vacancies. The names shall be listed on the basis of seniority, with the most senior member at the top of the list and the least senior member at the bottom of the list. The unfilled vacancies shall be staffed starting with the most junior member on the callback overtime distribution lists for sergeant or patrol officer. Members ordered in to work forced overtime shall not be forced to work overtime within a five (5) day period unless a bona-fide safety issue requires the officers' presence and no other employees are available to fill the overtime opportunity. In that case, the next least senior available employee on the callback distribution list shall be contacted. But in no case shall an employee be required to work forced overtime on successive days or back to back shifts if no civil emergency exist.
2. When a vacancy or vacancies have been identified that will occur under an immediate twenty four (24) time frame, a member of management or other designated person shall fill the vacancy by utilizing the Hyper-Reach contact system. The first officer( s) to respond shall be offered the overtime opportunity without regard to seniority. When a vacancy or vacancies have been identified that will occur outside of the immediate twenty four (24) time frame, a member of management or other designated person shall fill the vacancy by utilizing the Hyper-Reach contact system. Calls will go out between the hours of 12: 00 pm and 10:00 pm. Officer(s) who respond within four (4) hours of the notification shall be offered the overtime opportunity with regard to the most senior person being granted the overtime opportunity.
3. Each individual overtime vacancy is considered a separate opportunity and is offered as such. This does not prohibit an employee the choice of an individual day from a group of consecutive days or multiple days within the group of days. Overtime opportunities will be offered through this procedure as soon as possible after the vacancy is learned.
4. Short noticed hold-over shift vacancy less than twelve (12) hours; In the event a volunteer cannot be found to fill a vacancy, the least senior employee on the shift preceding the shift requiring the vacancy shall be held-over to fill the vacancy. No employee, absent a civil-emergency, shall be required to work more than a total of sixteen continuous hours within a twenty-four hour period commencing with the first hour worked. In the event where an employee is to be held-over to fill a shift vacancy, and such hold-over would result in that employee working more than sixteen continuous hours, then that employee shall be passed over. In that case, the next least senior available employee on the shift preceding the shift requiring the vacancy shall be held over.
5. The employee is required to have at least one phone number on record with the Employer to be notified via the Hyper-Reach contact system. Human error, technical and equipment failures shall not be subject to Article 11, Grievance and Arbitration provisions of this Agreement.

**SIDE LETTER OF AGREEMENT: 12 HOUR SHIFTS SCHEDULE**

Between  
 City of Belleville, Illinois  
 And  
 Illinois Fraternal Order of Police Labor Council/  
 Belleville FOP Lodge #226

Re: Twelve-hour Shift Schedule

Effective January 1, 2006; the patrol division shall begin a twelve-hour shift schedule. The schedule shall be on an experimental basis, which shall be reviewed every three months by the parties through the labor management conference process.

As a result of this agreement, the parties agree to the following modification to the Collective Bargaining Agreement. These modifications shall remain in effect so long as the twelve-hour work schedule remains in place or are as otherwise changed by mutual agreement. The parties agree as follows:

1. The twelve-hour work schedule shall consist of eighty (80) regular scheduled work hours in a fourteen (14) day period (2,080 annual work hours). This shall be accomplished by the use of one short day (8 hours) every two weeks.

2. The workday shall consist of two work shifts (Day Shift and Night Shift) of twelve consecutive hours each and have regular starting and quitting times. The work schedule cycle, a copy of which is attached to this agreement, shall consist of the following:

Two consecutive workdays, followed by two consecutive days off; Three consecutive workdays, followed by two consecutive days off; Two consecutive workdays, followed by three consecutive days off; The schedule then repeats itself.

Twelve-hour Work Schedule															
	Mon	Tues	Wed	Thu	Fri	Sat	Sun	Mon	Tues	Wed	Thu	Fri	Sat	Sun	
<b>Team 1</b>															
Days	D	D	X	X	D	D	D	X	X	D	D	X	X	X	
Nights	N	N	X	X	N	N	N	X	X	N	N	X	X	X	
<b>Team 2</b>															
Days	X	X	D	D	X	X	X	D	D	X	X	D	D	D	
Nights	X	X	N	N	X	X	X	N	N	X	X	N	N	N	
<b>Legend</b>															
D - Day Shift	N- Night Shift				X- Day Off										

Side Letter of Agreement/Twelve-hour Shift  
Schedule Page Two

3. Employees will receive overtime pay at time and one-half rate after working more than the scheduled work day (8 or 12 hours) or after working eighty (80) hours in the 14-day work cycle (Monday through Sunday). Hours worked shall be defined in accordance with the current provisions of the parties' collective bargaining agreement.
4. Shifts shall be selected through seniority shift bidding, using regular seniority and rank seniority.
5. Accrued time off (sick leave, vacation compensatory time, and personal leave) will be used on an hour-for-hour basis. Additionally:
  - a. Article 15 - Holidays, Section 15.04 Worked Holiday Pay will be changed to reflect a base rate of compensation for up to twelve (12) hours work on a holiday as follows:

Section 15.04 - Worked Holiday Pay  
An officer working on a holiday designated under Section 15.01 will be compensated at the rate of one and one-half times the straight-time, base rate of compensation for up to twelve (12) hours work on the holiday, in addition to eight (8) hours of holiday compensation provided in Section 15.02. Any additional time worked on said designated holiday in excess of the normal shift of at least eight (8) hours will be paid in accordance with Section 7.03, Overtime, an officer who works on a designated holiday may take up to (18) hours of compensation in the form of compensatory time off or cash, choice officer; in any case, eight (8) hours of such worked holiday compensation will be in the form of cash.

Officers shall indicate the form of compensation for the eighteen (18) hours compensation provided under Section 15.02 at the time the holiday is worked.
  - b. Section 15.05 will reflect sixteen (16) hours personal leave time.
6. Article 7 Hours of Work, Section 7.11 - Accumulated Time Off, subsection (a) shall be amended to allow for three officers per shift shall be guaranteed time off.
7. All other provisions of the Collective Bargaining Agreement, and its Side Letters of Agreement and/or Understanding, not specifically addressed by this Side Letter of Agreement shall remain unchanged,
8. This Side Letter of Agreement shall remain in effect for the duration of the parties' current Collective Bargaining Agreement and shall be considered part of the parties' collective bargaining agreement.