

ILLINOIS FOP LABOR COUNCIL

and

CITY OF LASALLE

Police Officers

May 1, 2020 – April 30, 2022

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PREAMBLE

THIS AGREEMENT entered into by the City of LaSalle, Illinois (hereinafter referred to as the "City" or "Employer") and the Illinois Fraternal Order of Police Labor Council representing LaSalle Police Officers (hereinafter referred to as the "Union") has as its basic purpose the establishment of: an orderly and harmonious collective bargaining relationship in order to provide to the Citizens of LaSalle the efficient and uninterrupted performance of services; an equitable and peaceful procedure for the resolution of grievances; and an agreement covering wages, hours of work and other terms and conditions of employment applicable to bargaining unit employees. In consideration of the mutual promises, covenants and Agreement contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

ARTICLE 1 - RECOGNITION

Section 1.1 Recognition

Pursuant to the certification of the Illinois State Labor Relations Board in Case No. S-RC-98-49, dated March 10, 1998, the City recognizes the Illinois Fraternal Order of Police Labor Council as the sole and exclusive collective bargaining representative for all full-time patrolmen below the rank of Sergeant employed by the City of LaSalle, Illinois, excluding Sergeants and above, any other employees of the City of LaSalle and all supervisors, confidential, managerial employees as defined by the Illinois Public Labor Relations Act.

Section 1.2 Probationary Period

The probationary period shall be twelve (12) months in duration. The probationary period refers to employment status only and, to the extent expressly set forth in this Agreement, allows a probationary employee to receive certain benefits of this Agreement prior to the completion of the probationary period, except that the City may suspend or discharge a probationary officer and such action shall be final and the officer and the Union shall have no recourse under the grievance procedure or otherwise to contest such suspension or discharge.

Section 1.3 Gender

Wherever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

ARTICLE 2 - NON-DISCRIMINATION

Section 2.1 Prohibition

The City and the Union in the administration of this Agreement, and employees covered by this Agreement, agree not to discriminate against any employee on the basis of race color, creed, sex, age, national origin, sexual preference, political affiliation and off-duty political activity, exercise of rights provided in the Illinois Public Labor Relations Act or physical or mental disability, all as defined by applicable laws.

Section 2.2 Alleged Violations

Alleged violations of this provision shall be pursued through the appropriate state or federal court or administrative agency, and not through the grievance process.

ARTICLE 3 - DUES DEDUCTION

Section 3.1 Dues Deduction

Upon receipt of proper written authorization from the employee (see Appendix A), the City shall deduct each month Union dues in the amount certified by the Union from the pay of all officers covered by this Agreement who authorize such deductions in writing. Such money shall be submitted to the Labor Council within thirty (30) days after the deductions have been made. Said deductions will be terminated upon the employee's written request.

Section 3.2 Indemnification

The Labor Council shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

ARTICLE 4 - LABOR-MANAGEMENT MEETINGS

Section 4.1 Labor-Management Meetings

The Union and the City agree that in the interest of efficient management and harmonious employee relations it may be desirable that meetings be held between Union representatives and

responsible administrative representatives of the City from time to time so that basic purposes of this Agreement can be achieved. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a labor/management meeting and expressly providing the agenda for such meeting. These meetings shall be conducted at a mutually agreeable time/date/place. Such meetings shall be limited to:

- (a) discussion of the implementation and general administration of this Agreement, and/or;
- (b) a sharing of general information of interest to the parties.

Section 4.2 Purpose

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at labor-management meetings nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be conducted at such meetings.

Section 4.3 Attendance

Attendance at labor-management meetings shall be voluntary, and attendance during such meetings shall not be considered time worked for compensation purposes, except that if the parties agree to schedule a meeting during an employee's regular straight-time shift, the employee shall be compensated for time lost from the normal straight-time work day.

ARTICLE 5 - MANAGEMENT RIGHTS

Section 5.1

The City retains and reserves unto itself all powers, rights authority, duties and responsibilities which statutorily and ordinarily belong to or may be exercised by public employers in the State of Illinois, and has the sole and exclusive right and authority to operate and direct the affairs of the City and all of its departments. In interpreting this provision, the City shall be deemed to have retained in unlimited fashion all rights that it has not expressly modified or relinquished in this Agreement. Accordingly, except as expressly modified or relinquished in this Agreement, the City's reserved and retained rights include, by way of illustration and not by way of limitation, the discretion and right, from time-to-time, to: determine its mission and set standards of service offered to the public; maintain absolute discretion regarding its overall budget; plan, direct,

control, and determine the organization structure, composition, function and operations of all City departments and subdivisions; determine the size and composition of the workforce; establish the qualifications for and select all City employees and supervise and direct their work; assign, allocate, evaluate and transfer employees; determine the number of hours of work and shifts per work week; establish and change work schedules and work assignments; introduce new methods of operation; eliminate, contract, relocate or transfer work; establish work standards and maintain efficiency; suspend, demote, discipline or discharge employees for just cause; layoff or relieve employees from duty because of lack of work or other legitimate reasons; and establish and enforce rules, regulations and policies.

Section 5.2

Subject to the provisions of Sections 4 and 7 of the Illinois Public Labor Relations Act, inherent managerial functions, prerogatives, and policy making rights and the impact thereof, whether listed above or not, that the City has not expressly restricted by a specific provision of this Agreement remain vested exclusively with the City and are not subject to the grievance and arbitration procedures contained herein.

The exercise or non-exercise of rights retained by the City shall not be deemed to waive any such right or the discretion to exercise any such right in some other way in the future. All matters relating to benefits not expressly addressed in this Agreement remain discretionary with the City and may be continued, changed or eliminated by the City unilaterally. The City shall not exercise its right in a manner that is arbitrary, capricious, or contrary to the terms of this Agreement.

Section 5.3

The City may employ a Records Clerk, who may perform sworn police duties as determined by the City but shall not count towards minimum staffing. Additionally, the Records Clerk shall not be used, in a law enforcement capacity, for special events that previously were solely offered to FOP bargaining unit employees (i.e. Celebrate LaSalle, basketball details, parade details, housing details, etc), unless all FOP bargaining unit members have declined the overtime opportunity.

ARTICLE 6 - WORK SAFETY

Section 6.1 Compliance With Laws

The City agrees to take all reasonable steps to protect the safety and health of its employees. In order to maintain safe working conditions, the City shall comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement. All bargaining unit employees shall comply with all safety rules and regulations established by the Employer and are subject to disciplinary action for violations thereof.

Section 6.2 Unsafe Conditions

No employee shall be required to use any equipment or work under conditions that may be deemed unsafe or illegal. When any equipment or condition is found to be unsafe or is in violation of the law, the employee shall notify his supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement, or continuing to work under such conditions.

Section 6.3 Safety Grievances

A grievance involving an alleged violation of this Article shall be submitted directly to Step 2 of the grievance procedure and a grievance meeting shall be promptly scheduled.

Section 6.4 Immunization

The City agrees to pay all expenses for inoculation or immunization shots for an officer and for members of an officer's immediate family, when it becomes necessary, as a result of the officer's exposure to contagious disease in the line of duty or as recommended by the Illinois Department of Public Health, or as may be required by law.

Section 6.5

This Article does not apply to manning/staffing within the Department nor serve to infringe upon management rights.

ARTICLE 7 - GRIEVANCE PROCEDURE

Section 7.1 Definition

A grievance is defined as a dispute or difference of opinion raised by a bargaining unit employee or the Union against the City concerning the application, meaning or interpretation of

this Agreement. Disputes or differences of opinion arising out of certain disciplinary matters may be grieved and arbitrated pursuant to the terms of this Article.

Section 7.2 Grievance Procedure

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within ten (10) calendar days after the grievant knew or should have known of the event giving rise to the grievance. A grievance shall be processed as follows:

STEP 1: Chief of Police

The grievant must file a written grievance (see Appendix B) with the Chief of Police (“Chief”) or his designee. Such grievance shall set forth a statement of the grievant’s position, the Article of the Agreement allegedly violated, the date of the alleged violation, the relief sought and the signature of the grieving officer(s). Within ten (10) calendar days after the grievance has been submitted to the Chief, the grievant and his Union representative, may meet or otherwise discuss the grievance. If no agreement is reached in such discussion or no such discussion is held, the Chief’s written answer is due within ten (10) calendar days from the date the grievance was filed.

STEP 2: Appeal to Mayor

If the grievance is not settled in Step 1 and the grievant wishes to pursue the grievance, the grievant must, within ten (10) calendar days of the date the Chief’s answer was received or due, submit the written grievance to the Mayor or his designee. Within ten (10) calendar days of submission of the grievance to the Mayor, the grievant and his Union representative and the Mayor shall meet to discuss the grievance, unless otherwise mutually agreed. The Mayor’s written answer is due within ten (10) calendar days from the date of any meeting held, or within ten (10) days from the date the Mayor received the written grievance in the event no meeting is held.

STEP 3: Arbitration

If the grievance is not settled in Step 2 and the Union wishes to appeal the grievance, the Union may refer the grievance to arbitration within thirty (30) calendar days of receipt of the City's Step 2 written response.

Section 7.3 Arbitration

- (a) The parties shall attempt to agree upon an arbitrator after receipt of the notice of referral by the Union. In the event the parties are unable to agree upon the arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators residing in Illinois, Iowa, Wisconsin or Indiana. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Upon receipt, each party shall strike a name from the list until there is one name remaining. The order of individual strikes shall be determined by a coin toss, with the loser striking first. The person remaining shall be the arbitrator.
- (b) The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of the Union and the City.
- (c) The City and the Union shall have the right to request the arbitrator to subpoena witnesses or documents.
- (d) The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

The fees and expenses of the arbitrator, cost of a hearing room, and the cost of written transcripts for the arbitrator, if any, shall be divided equally between the City and the Union, provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 7.4 Limitations On Authority Of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement or otherwise impose on any party hereto limitations or obligations not specifically provided for in this Agreement or which are contrary to applicable laws. 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. Any decision or award of the arbitrator shall be final and binding upon the City, the Union, and the employees covered by this Agreement.

Section 7.5 Time Limit For Filing

Time is of the essence in filing and processing grievances through arbitration. Consequently, if a grievance is not presented by an employee or the Union within the time limits set forth above, it shall be considered waived and may not be further pursued by the employee or the Union. If a grievance is not appealed to the next step within the specified time limit or any mutually agreed-to extension thereof, it shall be considered settled on the basis of the City's last answer or action. If the City does not answer a grievance or an appeal thereof within the specified time limits, or does not hold an anticipated meeting pursuant to this provision, the grievance shall be treated as if it has been denied by the City and it shall be automatically advanced to the next step in the grievance procedure. Nothing herein shall prevent the parties from mutually agreeing to extend any of the time limits set forth in Article 7.

ARTICLE 8 - NO STRIKE - NO LOCKOUT

Section 8.1 No Strike Commitment

Neither the Union nor any officer, agents or employees will call, institute, authorize, participate in, sanction, encourage, or ratify any strike, sympathy strike, residential picketing, secondary boycotts, work stoppage, slow down, sit down or other concerted stoppage of work, 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 City, regardless of the reason for doing so.

Neither the Union nor any officer shall refuse to cross any picket line, by whomever established. Each employee who holds the position of officer or steward of the Union occupies a

position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article.

Section 8.2 Resumption of Operations

In the event of action prohibited by Section 8.1 above, the Union agrees to inform its members of their obligation under this Agreement and direct them to return to work, and shall use its best efforts to achieve a prompt resumption of formal operation.

Section 8.3 Discipline of Strikers

Any officer who violates the provisions of Section 8.1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any officer who participates in action prohibited by Section 8.1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of 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. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 8.4 No Lockout Commitment

The City will not, as a result of a labor dispute with the Union, lockout or prevent officers from performing duties as assigned.

Section 8.5 Judicial Restraint

Nothing contained herein shall preclude the City or the Union from obtaining judicial restraint, and damages in the event the other party violates this Article.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

Section 9.1 Normal Workweek And Workday

The normal workday shall consist of a twelve (12) hour workday and an eighty-four (84) hour two week work period, unless the parties mutually agree to change them according to the terms that may be agreed to in accordance with the provisions contained within this Article and the Memorandum of Understanding re: twelve hour shifts. An officer's attendance at non-mandatory training shall not result in any overtime or compensatory time at time and one-half.

When an officer attends training and his/her shift is adequately staffed, a training day shall be considered a day worked; provided, however, an officer shall report for duty for the remainder

of his scheduled shift for any training consisting of less than eight (8) hours. Any training consisting of eight (8) hours or more shall be considered as a day worked. All patrol shifts shall be staffed with not less than three (3) officers assigned to work. Provided, however, officers assigned to special duty such as investigator, task force or school resource officer, may be assigned to an eight (8) hour shift and in such cases the normal work day shall consist of eight (8) hours and the normal work period shall consist of a forty (40) hour week.

The Employer agrees that it shall give a minimum of thirty (30) days notice of any schedule change and ninety (90) days minimum notice of schedule posting.

Section 9.2 Overtime Pay

Employees shall receive time and one-half overtime pay for all hours worked in excess of their twelve (12) or eight (8) hour daily shifts and/or eighty-four (84) or forty (40) hour work period consistent with Section 9.1 above. In computing overtime pay, all hours worked shall include all paid leave, with the exception of sick leave. Sick leave shall be excluded from the calculation of overtime.

Section 9.3 Off-Duty Court Time

When an employee is required to spend off-duty time in local court on behalf of the City, the employee shall receive overtime pay for all hours worked with a minimum pay guarantee of two (2) hours' pay at the overtime for court appearances in LaSalle/Peru. Such guarantee is three (3) hours for court appearances outside of LaSalle/Peru; and four (4) hours, provided the employee actually is in such court outside of LaSalle/Peru for at least one (1) hour.

An employee scheduled to appear in court shall receive two hours pay if the court appearance is cancelled on the day the employee is to appear.

Section 9.4 Overtime List

There shall be established a rotating overtime callback list which shall be used by the Employer to fill bargaining unit overtime vacancies when they occur. The list shall be administered by the Employer and shall be readily available for inspection by any bargaining unit member, at any time. The list shall consist of those bargaining unit employees who elect to participate, in descending order of seniority. When an overtime vacancy occurs, the Employer shall call the first name on the list. Should the employee accept the assignment, his name shall then go to the bottom of the list. Should the Employer not be able to contact an employee, or if a

telephone answering machine is reached, or an employee rejects the overtime opportunity, his name shall remain in the same position on the list. The list shall be followed in descending order until all overtime vacancies have been filled. Should the entire list be used and there are still vacancies available, the Employer may then offer the vacancy(ies) to a sworn Records Clerk, Sergeants and Lieutenants. If no sworn Records Clerk, Sergeant or Lieutenant accepts the vacancy(ies) the Employer then may order the least senior available officer on the list to work, in ascending order, until all vacancies are filled. In case of a bona fide emergency, the provisions of this Article may be waived.

In the case of overtime assignments of six (6) hours duration or less, there shall be a separate overtime list which shall be administered in the same manner as detailed above.

Section 9.5 Posted vacancies

Bargaining unit vacancies (full or partial shifts) which are known at least ninety-six (96) hours in advance of the vacancy shall be posted. The posted vacancy shall be up for four days (date and time listed on vacancy). Bargaining unit employees interested in working the vacancy shall sign up for the overtime. After four days the posted vacancy shall come down. The employee with the least turns shall be awarded the overtime. Once the list comes down the employee who is filling the vacancy shall be entitled to work that vacancy regardless of changes to the turnsheet in the interim.

Any bargaining unit overtime vacancies which are to be filled with less than 96 hours from when the overtime vacancy will occur will be filled by telephone contact or in person using the turnsheet procedures in Section 9.4.

Section 9.6 Hold-over

An employee who works past the end of his regularly scheduled shift shall receive holdover overtime, payable and rounded up in thirty (30) minute increments, provided the overtime is authorized by his supervisor.

Section 9.7 Training Pay

Officers shall receive time and a half compensation for all off duty hours worked while traveling to and attending training. Prior to attending training, officers shall receive approval to attend the training from the Chief of Police, or his designee.

Section 9.8 No Pyramiding

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

Section 9.9 Trading Shifts

Employees may trade shifts so long as it does not create an overtime situation for any employee, subject to the approval of the shift supervisor (rank of Sergeant or above) who shall not unreasonably deny the request.

Section 9.10 Secondary Employment

The Chief will not unreasonably withhold approval of requests by employees to have secondary employment, but such employment shall not interfere with employees' duties with the City or present a conflict of interest. Proof of worker's compensation coverage on such secondary employment may be reasonably required prior to approval.

Section 9.11 Compensatory Time

- (a) **Accrual** An employee may elect to receive compensatory time in lieu of any overtime he would otherwise be eligible to receive. One hour of overtime equals 1 ½ hours of compensatory time. No more than sixty-four (64) hours of work (ninety-six (96) hours of compensatory time) may be accrued at any time. Payment for compensatory time shall be paid in full upon an employee's separation from service at the employee's then current straight time rate of pay. Employees shall be allowed to sell back up to twenty (20) hours of comp time for cash each fiscal year by submitting the request(s) in writing to the Chief.
- (b) **Time off** Compensatory time off shall be granted at such times as are requested by the employee and approved by the Chief of Police or his designee. Request for compensatory time should be made 3 days in advance whenever practicable, and shall not be unreasonably denied.
- (c) **Posting** The Employer shall post on the first day of each month a list showing the cumulative totals of compensatory time for each bargaining unit member. This posting shall be made on the F.O.P. bulletin board located in the mailroom of the LaSalle Police Department.

ARTICLE 10 - HOLIDAYS

Section 10.1 Holidays Recognized and Observed

The following days shall be recognized and observed as paid holidays on the day of their occurrence:

New Year's Day	Labor Day
Good Friday	Veteran's Day
Easter	Thanksgiving
Memorial Day	Day After Thanksgiving
July 4 th	Christmas Eve
	Christmas Day

Section 10.2 Holiday Compensation

Employees shall receive eight hours of pay at their then current straight time hourly rate of pay for all of the above listed holidays which shall be added to and become part of their annual base pay.

An officer whose regular scheduled workday falls on any of the above listed holidays shall receive time and one half for all hours worked.

Any officer who is called in to work on a holiday that is not his regular scheduled day to work, or who is held over or otherwise working a holiday as an overtime shift, shall receive double time for all hours worked.

The starting time of an employee's shift shall determine if the shift falls on a scheduled holiday. For example, a shift commencing at 6:00 p.m. on July 3 and ending at 6:00 a.m. on July 4 shall not be considered a holiday, and a shift commencing at 6:00 p.m. on July 4 and ending at 6:00 a.m. on July 5 shall be considered a holiday.

ARTICLE 11 - VACATIONS

Section 11.1 Vacation Accrual

Employees shall earn vacation time in accordance with the following schedule:

After one year:	one work week – five working days
After two years:	two work weeks – ten working days
After five years:	three work weeks - fifteen working days

After ten years:	four work weeks – twenty working days
After seventeen years:	five work weeks – twenty-five working days
After twenty- five years:	one additional day for each year up to 5 days

Vacation shall be earned during the twelve (12) month period prior to the employee’s anniversary date of hire. The date of hire shall determine when an employee earns an additional week of vacation. The regular vacation pay shall be an employee’s regular straight time rate of pay in effect for the employee’s regular job on the payday immediately preceding the employee’s vacation period.

Section 11.2 Use

Vacation time may be taken in increments of not less than one day at a time. Normally, vacations shall not be carried over into the next year unless the City has canceled an employee’s vacation. However, up to one (1) week of vacation may be carried over to the next year. Employees with seventeen (17) years of service or more shall be allowed to carry over two (2) weeks of vacation.

An employee’s accrued vacation shall be debited eight (8) hours for each full day taken.

Two employees on the same shift may not take a week vacation at the same time.

Section 11.3 Scheduling

There shall be prominently posted on or before January 1 of each calendar year a vacation sign-up list. The most senior bargaining unit employee shall have the opportunity to sign-up first, followed by the remaining bargaining unit members in descending order of seniority. An employee may sign up for a maximum of two (2) continuous weeks the first time the list is presented. For the second time around, a member may sign up for one (1) additional week of vacation, after which, members may sign up for whatever block of time they choose, again, in descending order.

The list shall remain posted until February 28 each calendar year. After that time, vacation time shall be granted on a first-come, first-serve basis.

The City shall have the right to cancel previously approved vacation days off only in the event of an emergency. “Emergencies” or “extraordinary circumstances” shall not include instances of staff shortages. Disputes under this section may be referred to arbitration over whether

a true emergency or extraordinary circumstance existed and/or what remedy for the cancellation of vacation is appropriate.

Section 11.4 Payment

Upon separation from service, for any reason, any and all accrued but unused vacation leave shall be paid to the employee, or his estate, in case of death, at the straight-time hourly rate of pay at the time of separation or death.

On an annual basis and prior to an employee's anniversary date of hire, an employee may elect to receive payment in lieu of vacation as follows: (a) employees with not less than three (3) weeks vacation may elect to receive compensation for one (1) week of accrued vacation; (b) employees with four (4) or more weeks of vacation may elect to receive compensation for up to two (2) weeks of accrued vacation.

Upon completion of sixteen (16) years of service an employee may no longer receive payment for unused vacation leave. This section shall not deny any employee from selling back unused vacation upon retirement.

ARTICLE 12 - SICK LEAVE

Section 12.1 Accrual and Use

All employees shall accrue one (1) sick leave day per month starting from their date of hire. Sick leave may be taken in not less than one (1) hour increments. When an employee uses a full day of sick time, his accrual bank shall be reduced by eight (8) hours per day for employees working an eight (8) hour shift and by twelve (12) hours per day for employees working a twelve (12) hour shift, except pursuant to Section 12.5. There shall be no limit to the number of sick hours that may be accrued or used by an employee of this bargaining unit. Sick leave shall be used only for the illness of the employee and the illness of members of employees' immediate family. For purposes of this section, immediate family shall be defined as the spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, step-parent or minor children of bargaining unit members. Use of sick leave for an immediate family member shall be limited to one half (1/2) of the employee's annual sick leave accrual.

Section 12.2 Verification

The Employer may require evidence of sick time when there exists just cause to suspect sick leave abuse. Any absence of three (3) consecutive days or more may require verification in the form of a letter designating the ailment, treatment, and the requirement that the employee be absent from work.

Employees who abuse sick leave are subject to discipline in accordance with the disciplinary provisions of this Agreement.

Section 12.3 Unused Sick Leave and Buyback

An employee shall be compensated in cash for a maximum of nine hundred and sixty (960) hours of unused sick leave at the time of separation from employment from the City of LaSalle, and only when said employee has completed ten (10) years of service. If an employee is terminated for cause, he will receive no sick leave buyback regardless of length served. The rate of pay shall be determined by the employee's straight time hourly rate of pay on his last day of service.

Employees shall have the option to take their sick leave buyback in a lump sum payment or have the amount debited on a monthly basis to off-set the cost of their health insurance upon retirement.

In addition to the above, should the LaSalle Police Department combine services with any other police department and an employee separates from service due to the combining of services, he shall, regardless of time served, also be entitled to the full sick leave buyback. For purposes of this section, "combining of services" shall be defined as sharing of a police department, or the sharing of services that at the time of ratification are provided separately by the respective police departments, or the requirement of LaSalle officers to patrol another City.

Section 12.4 Catastrophic Sick Leave

An officer having exhausted all accumulated sick time and other paid leave may request up to thirty (30) additional sick leave days. Catastrophic illness is considered to a non-duty related illness or injury which would cause an officer to be off for a period of time without pay that would cause a financial hardship. The first fifteen (15) days shall be borrowed from an officer's anticipated sick time. The last fifteen (15) days shall be provided by the City.

An officer shall make all requests for catastrophic sick leave, in writing, to the Chief of Police for his recommendation to the City administration. A request for catastrophic sick leave shall be reviewed based upon the totality of circumstances surrounding the need/reason for the

request. The City's decision shall be final and binding and not subject to the grievance procedure contained herein. Among the factors considered in making this decision shall be the following: past use/abuse of sick leave; severity of the illness/injury; other mitigating or aggravating factors that may be presented to the City by the officer.

In the event an officer leaves the employment of the City with a negative sick leave balance, the amount owed shall be deducted from the officer's final paycheck.

Section 12.5 Long Term Sick Leave

Any sick leave taken for a serious medical condition that requires hospitalization and on-going treatment, and which renders or is expected to render the employee unable to work for an extended period of time, as determined by the Chief of Police, or his designee, shall be considered long term sick leave. A long term sick leave request shall not be unreasonably denied. Any sick leave taken for a condition mentioned above, shall result in an employee's accrual bank being reduced by eight (8) hours of sick leave per day, regardless of the length of that employee's shift. This benefit shall be retroactive to the start of the long term sick leave.

Any disagreements as to what qualifies as "long term sick leave", shall be grievable pursuant to Article 7.

ARTICLE 13 - JURY DUTY

Section 13.1 Jury Duty

Employees who are required to serve on a jury during their regularly scheduled work time shall receive their regular pay for such period of time, provided that such employees verify the time thus spent and turn over to the Employer all compensation received for service on jury duty.

Section 13.2

Employees will be required to report for work for any substantial part of the work day not required for jury duty. For purposes of seniority and benefits, time spent on jury duty shall be considered as time worked for the Employer.

ARTICLE 14 - SENIORITY, LAYOFF, RECALL

Section 14.1 Definition of Seniority

For purposes of this Agreement, seniority shall be defined as:

- (a) Bargaining Unit Seniority: an employee's continuous full-time employment from their last date of hire in a position covered by this Agreement.
- (b) City-wide Seniority: an employee's continuous full-time employment with the City of LaSalle from their last date of hire. This shall apply only to current bargaining unit employees hired prior to December 31, 1999.

Bargaining unit seniority shall be recognized for purposes of: shift bid selection (only if otherwise agreed); layoff and recall; vacation and sick leave accrual; vacation sign-up; and longevity pay (when applicable).

Current employees who have previous service as a City employee (as defined in city-wide seniority above) shall have their seniority recognized for purposes of vacation and sick leave accrual and longevity pay (when applicable.) For those employees hired after December 31, 1999, there shall be no recognition for previous city employment for shift bid, vacation sign-up, or longevity pay (when applicable).

Seniority shall accumulate during all authorized paid leaves of absence. Seniority shall not accumulate during unauthorized absences, or from the first day of any authorized unpaid leave of absence or layoffs of thirty (30) calendar days or more. Conflicts of seniority shall be determined on the basis of one's ranking on the eligibility list at the time of hire.

Seniority rights created by this Agreement exist only to the extent expressed herein. Seniority shall not establish any right to the continuation of any work in the City of LaSalle, nor to the continuation of any job classification, but only serves as a qualification for benefits as expressly provided for in this Agreement and for no other purposes.

Section 14.2 Seniority List

On or about February 1 of each year, the City will provide the Union with a seniority list of all employees in the bargaining unit setting forth each employee's seniority date. The City shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the City in writing within thirty (30) days after the Union's receipt of the list.

Section 14.3 Termination of Seniority

Seniority for all purposes and the employment relationship shall be terminated if the employee:

- (a) quits;
- (b) is discharged;
- (c) retires;
- (d) falsifies the reason for a leave of absence or is found to be working without the prior approval of the Chief of Police during a leave of absence;
- (e) fails to report to work at the conclusion of an authorized leave of absence, layoff or vacation;
- (f) is laid off, and fails to respond to a notice of recall within fourteen (14) calendar days after receiving notice of recall or to report for work at the time prescribed in the notice of recall or otherwise does not timely respond to a notice of recall as provided in Article 11, Section 5 of this Agreement;
- (g) is laid off for a period in excess of twenty-four (24) months or;
- (h) is absent for three (3) consecutive working days without notification to or authorization from the City. Such authorization shall not be unreasonably denied.

Section 14.4 Layoff

In the event that a reduction in work force is necessary, the City agrees to lay off all temporary, part-time and probationary bargaining unit employees prior to the lay-off of any permanent full-time employees. For the purposes of this Article, a permanent employee shall be defined as an employee, regardless of classification, who has completed the prescribed probationary period.

The City, in its discretion, shall determine when layoffs are necessary, provided that layoffs shall only occur by reason of financial hardship. If it is determined that layoffs are necessary, employees will be laid off in reverse order of seniority. No layoff will occur without at least sixty (60) calendar days' notification to the Union. The City agrees to consult the Union, upon request, and afford the Union an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff.

Section 14.5 Recall

Employees who are laid off shall be placed on a recall list for two calendar years, after which time seniority and the employment relationship will terminate. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff.

Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be given by sending same via certified mail, with a copy to the Union. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee. It is the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list.

ARTICLE 15 - LEAVES OF ABSENCE

Section 15.1 Funeral Leave

In the event of the death in the immediate family of an employee (spouse, child, parent, brother, sister, mother/father-in-law, grandparents and grandparents-in-law, grandchild, brother-in-law, and sister-in-law), the employee shall be granted three (3) working days off with pay during the period of bereavement. Additionally, one day off with pay shall be granted for the purpose of an employee acting as a pall bearer in a funeral, or for the death of an aunt or uncle.

Section 15.2 Personal Days

Officers shall receive annually each fiscal year four (4) personal days, to be used at the officer's discretion. Personal leave shall not accrue from year to year. In the case of a new hire, anyone hired from May 1 to September 1 shall receive four (4) personal days; hired after September 1 but before January 1 – two (2) personal days; hired after January 1 – one (1) personal day.

Requests for personal leave shall be granted on days of an officers choosing, except on the holidays listed in Article 10 of this Agreement, in which case the request may or may not be granted at the Chief's discretion. Additional officers on the same shift shall also be allowed to utilize personal leave if the shift does not fall below minimum staffing. However, if more than one (1) officer on the same shift requests personal leave, which causes the shift to fall below minimum staffing, then the City shall post overtime for that respective officer's shift. If another officer voluntarily accepts the overtime shift, the officer who requested personal leave (on a first requested first granted basis), shall also have his time off granted. Officers shall give as much notice as is practicable.

The City and Union agree to meet and discuss this Section if requested by the other party.

Section 15.3 Return to Duty/Limited Duty Status

When, due to temporary injury or illness, an employee is unable to perform his full and normal duties, per their job description, the employee may be assigned to a limited duty status, provided that the employee is physically able to perform such limited duty, the employee's Doctor releases the employee for such limited duty, and such limited duty is available.

Limited Duty may consist of:

- a. answering the telephone
- b. entering reports into the computer
- c. assisting the public
- d. assisting with clerical duties
- e. any other duty assigned by the Chief consistent with the employee's Limited Duty Status

Limited duty shall not exceed six (6) weeks for the same injury or illness. (Current policy and practice). Employees eligible for limited duty status shall be considered equally on a "first to apply" basis consistent with the provisions of this section. Eligible employees who are denied limited duty status hereunder shall be reconsidered for such status before employees who subsequently apply.

At no time shall any employee on Limited Duty Status perform on his own initiative or be ordered to perform any duty which would aggravate his injury or illness. The employee will be allowed any necessary time off during the day to continue any rehabilitation or treatments medically required and said time shall not be counted as time worked and shall be deducted from the employee's sick leave bank.

For purposes of this section, an employee who is on Limited Duty Status shall be assigned to a shift as designated by the Chief of Police. An employee shall not receive light duty status for an injury that occurs while off duty, unless one of the following two situations occurs to an employee while off duty:

- 1) the employee is injured as a result of a willful act of violence committed against the employee or;
- 2) the employee is injured as a result of the employee attempting to prevent the commission of a criminal act or attempting to apprehend an individual the employee suspects has committed a crime.

Section 15.4 Military Leave

Military leave will be granted as required by applicable federal or state statute.

Section 15.5 Injury Leave

Officers sustaining duty related illness or injury shall be covered by the provisions of 5 ILCS 345/1, as amended from time to time.

Section 15.6 Leave of Absence

The City may grant a request for an unpaid leave of absence for personal reasons, not to exceed three (3) months. However, a leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere during such leave may immediately be terminated by the Employer or have the remainder of the unpaid leave terminated immediately. The denial of a request for an unpaid leave of absence may not be grieved.

Section 15.7 Family and Medical Leave Act (FMLA)

The provisions of the federal Family and Medical Leave Act shall apply to members of this bargaining unit. The City will utilize a backward rolling twelve-month leave year. Employees shall have the option to utilize paid leave as provided in this agreement or unpaid FMLA leave under this section.

Section 15.8 Maternity and Bonding Leave

Employees who give birth and the father of a new born or employees who adopt a child shall receive eighty (80) hours leave with full pay and benefits for the birth or adoption and bonding.

ARTICLE 16 - DISCIPLINE

Section 16.1 Discipline/Discharge

The parties agree with the tenets of corrective and progressive discipline. Disciplinary action shall include only the following:

- (a) Oral Warning;
- (b) Written Warning;
- (c) Suspension;
- (d) Discharge.

Section 16.2 Just Cause

The City agrees that disciplinary action shall be imposed only for just cause and shall be imposed promptly after the City learns of the occurrence giving rise to the need for disciplinary action and after the City has had a reasonable opportunity to investigate the facts. All disciplinary action normally must take place within thirty (30) days of the date of the alleged offense becoming known to the Chief of Police or his designee or from when he/she should have reasonably known. Should the investigation of an administrative matter take longer than such 30 days from the date it became known, or should have become known to the Employer, then the City bears the burden of showing that additional time to conduct/complete the investigation was warranted.

Section 16.3 Limitation

The requirement to use progressive disciplinary action does not prohibit the City from using a more severe measure including discharge for the first offense without prior warning, when the offense indicates that a substantial shortcoming or action of an employee rendered the continuation of employment of the officer in some way detrimental to the City or the public.

Section 16.4 Pre-Disciplinary Meeting

The Union and employees agree that the pre-disciplinary hearing and investigation procedures set forth in this Article provides full due process for employees. Investigations shall be in compliance with Illinois Compiled Statutes 50 ILCS 725/1 (Peace Officer's Bill of Rights). Nothing in this section is intended or should be construed to waive employees' right to union representation during questioning that the employee reasonably believes may lead to discipline. Bargaining unit employees shall have such rights as set forth in the United States Supreme Court decision in NLRB v. Weingarten, and in the Corrections (Morgan) decision.

Therefore, prior to suspending an employee for more than three (3) days or discharging an employee, the City will give at least seventy-two (72) hours notice to the employee and the Union of a meeting at which the potential disciplinary matter will be discussed. In such notice the employee will be advised of the right to have Union and legal representation at the meeting. During the meeting the employee will be informed of the charge(s) against him and given an opportunity to rebut and respond to such charges. A pre-disciplinary meeting need not be held if the City determines that it must remove the employee from the work setting immediately, in which event the pre-disciplinary meeting can be held at a later time.

Section 16.5 Written Notice

Except for oral warnings, the officer shall be notified in writing of disciplinary action imposed, and be advised of the specific nature of the offense and, in response to a written request from an officer shall be given written direction as to future behavior.

Section 16.6 Appeal of Discipline

(a) Discipline Within the Jurisdiction of Fire and Police Commission

- (1) Within seven (7) days of notice to an employee of discipline which is within the jurisdiction of the Fire and Police Commission (“Commission”), an employee who intends to appeal the discipline must make a binding election to appeal the discipline either through the Commission procedures or through the grievance and arbitration procedures set forth in Article 7. This election must be on a form agreed to by the parties (Appendix B). Election of the grievance and arbitration procedure constitutes a binding waiver of the employee’s rights under 65 ILCS 5/10-2.1-17, and election of the Commission procedure constitutes a binding waiver of the employee’s and Union’s right to proceed pursuant to the grievance and arbitration procedures of this Agreement.
- (2) Failure to make a timely binding election shall operate automatically as a waiver of the employee’s and Union’s rights to have the appeal of such discipline processed through the grievance and arbitration procedure of this Agreement.
- (3) An employee who elects the Commission appeal process either by election in (1) above or by failing to make an election in (2) above must comply with all time limits and procedures of the Commission, and appeal of an adverse decision by the Commission must be by complaint to the Circuit Court for Administrative Review. An adverse decision of the Commission is not subject to Article 7. An employee who elects the grievance and arbitration procedure must file a grievance at Step 2 within seven (7) days of the receipt

of discipline. The Union shall have the sole right to decide whether to proceed to arbitration thereafter.

(4) An election of either the grievance and arbitration procedure or the Commission procedure whether by making an election pursuant to (1) above or by failing to make an election pursuant to (2) above, cannot be changed at a later time. Under no circumstances does an employee or the Union, jointly or separately, have the right to proceed under both the grievance and arbitration procedure and the Commission procedure.

(b) Discipline which is not within the jurisdiction of the Commission may be appealed only through the grievance and arbitration procedures of Article 7 of this Agreement.

Section 16.7 Removal of Discipline

If after a period of one year from the date of receiving an oral or written warning an officer has received no other discipline related to, or for an offense similar to the original warning, the warning shall not be used in any manner or forum adverse to the employee's interest. If after a period of three years from the date of receiving a suspension an officer has received no other discipline related to, or for an offense similar to the original suspension, the record of suspension shall not be used in any manner or forum adverse to the employee's interest.

ARTICLE 17 - WAGES AND OTHER BENEFITS

Section 17.1 Wages

Effective May 11, 2020 employees shall receive an annual base pay increase of 2.5%; effective May 1, 2021 employees shall receive an annual base pay increase of 2.5%. Said base wage increases, as well as the longevity provided in Section 17.2 is contained in Appendix D hereof.

Section 17.2 Starting Pay, and Longevity

Effective May 1, 2015, employees shall receive longevity pay as found in Appendix D.

Section 17.3 Retroactive pay

Any retroactive moneys due under this Agreement shall be paid in a separate check within thirty days of ratification by both parties to this Agreement, or sooner, if practicable.

Section 17.4 Shift Differential

Officers working the 3p - 11pm shift shall receive .50/hr. shift differential added to their base salary; officers working the 8pm - 4am shift shall receive .60/hr. shift differential added to their base pay; officers working the 11pm - 7am shift shall receive .60/hr. added to their base salary; officers working from 6pm - 6am shift shall receive .70/hr added to their base salary.

Shift differential shall be calculated into payment of all benefit days.

Section 17.5 Temporary Upgrade Pay

In the absence of an officer of higher rank, an Officer in Charge (“OIC”) shall be selected from among the remaining officers on the shift (including any officer working overtime on that shift). The OIC shall be filled by the officer with the highest rank on the sergeant’s promotional list. If no officer on the shift is on the sergeant’s promotional list, then the most senior police officer working on a shift shall be the OIC. OIC pay of \$40.00 per day shall be added to the base pay, provided he works a minimum of four (4) hours in such a capacity.

Section 17.6 Clothing Allowance

- (a) Employees shall receive \$1100.00 annually for the purchase of clothing and equipment.
- (b) All officers shall be provided a new ballistic vest upon hire and every five (5) years thereafter that is equal to or better than the Illinois State Police ballistic vest.

Section 17.7 Damaged Apparel/Equipment

The Employer agrees to repair or replace an officer’s prescription eyeglasses, prescription sunglasses or contact lenses if any are damaged in the performance of an officer’s duties. Any other items owned by an officer that are damaged or lost in the performance of his duties shall be repaired or replaced up to a maximum of \$100 per item. This shall include, but not be limited to, items such as watches, binoculars, and flashlights. Any item lost or damaged shall be reported by an officer to his immediate supervisor as soon thereafter as practicable. If any monies are paid to an officer as part of restitution, such amount shall be reimbursed to the City up to the amount paid by the City.

Section 17.8 “125” or Cafeteria Plan

The Employer shall establish at no cost to employees a cafeteria or “125” benefits plan which employees may voluntarily elect to participate in. The plan shall allow for the reimbursement of day care and un-reimbursed medical related expenses incurred by an employee or his family.

Section 17.9 Pension Pickup

In accordance with applicable IRS provisions, the City shall pick up the pension fund contributions required of each officer under the provisions of 40 ILCS 5/3-125.1. The intent of this provision is to defer the officer’s pension contribution from being taxed at the time of the contribution, subject to and in accordance with applicable IRS provisions. This provision does not decrease the officer’s obligation to make required pension contributions, nor does it increase the City’s obligations to make pension contributions other than as a conduit for officer’s contributions. The City makes no guarantee concerning the tax effect of the terms of this section upon officers.

Section 17.10 Burial Expense

The Employer shall pay all reasonable funeral and burial expenses for any officer killed in the line of duty.

Section 17.11 Educational and Specialty Pay

Employees assigned to the position of K-9 officer shall, at the Employer’s discretion, receive either one (1) hour compensation, or shall be released from duty for the last hour of his shift.

Employees assigned to the following positions shall receive additional base pay compensation as follows:

Investigator	\$2,000.00
School Resource Officer and Canine Officer	\$1,200.00
Field Training Officer (FTO)*	\$20.00/ day while training

*Only certified FTOs will be used to train probationary employees.

Section 17.12 Tuition Reimbursement

The Employer shall reimburse tuition costs for college courses (associates, bachelors, masters degree programs or classes). Reimbursement shall be limited to four credit hours per

semester. Employees must be employed for a minimum of twenty four months to be eligible for tuition reimbursement. Courses must be in law enforcement or law enforcement related studies, or as approved by the Employer. Reimbursement will be paid at the rate for credit hour for such state institution of higher education (e.g. ISU NIU, other state colleges or universities or community colleges). Employees must receive a passing grade in the class to receive tuition reimbursement. Reimbursement will be made after completion of the course with no reimbursement for failing grades or failure to complete the course. Employees who utilize this benefit will be liable for repayment of the tuition to the Employer, if they voluntarily leave employment. Repayment shall be prorated, with 100% repayment due within 12 months of the class; if the employee leaves employment after 12 months from taking the class, up to the 24th month, the repayment will be 66%; if the employee leaves employment after 24 months up to the 36th month, the repayment shall be 33%. After 36 months the employee has no repayment liability.

ARTICLE 18 - GENERAL PROVISIONS

Section 18.1 Residency

There shall be no residency requirement for bargaining unit employees except as provided by state statute.

Section 18.2 Working Out of Classification

Employees who volunteer to do dispatching will be given LEADS and 911 training and placed on a list of qualified dispatchers. Only such volunteers will be used as dispatchers to cover for vacation and bona fide emergency absences among non-bargaining unit dispatchers, and only such volunteers can be assigned as dispatchers when they need “light duty.” Other officers may be assigned as dispatchers to cover for lunch and break periods of non-bargaining unit dispatchers.

Section 18.3 Personnel Records

Except as otherwise indicated herein, employees shall be able to review their personnel file in accordance with 820 ILCS 40/1 et seq. receive copies, at no cost to the employee, of all information contained in their personnel file. Requests for such review shall be made in writing to the Chief of Police who shall comply with the request as soon as possible, but in no event shall the review take place more than five (5) days after the date of the request. Officers have the right to submit a statement rebutting any information contained within the personnel file, and which

shall become part of such file. Information contained within personnel files is restricted and confidential and shall not be made available to the public or any other individual or agency without having a bona fide reason for doing so.

Investigative files or matters re: an ongoing criminal investigation are not available for inspection until the investigation has been completed, after which such files are available pursuant to normal rules of discovery.

Section 18.4 Indemnification

The City agrees to indemnify employees in accordance with 65 ILCS 5/1-4-6, Illinois Compiled Statutes, as amended, so long as the employee acted within the scope of his employment and cooperates with the City during the course of an investigation, administration, litigation or defense of any claim.

ARTICLE 19 - INSURANCE

Section 19.1 Health and Dental Insurance

During the term of this Agreement, the Employer shall continue in effect, and employees shall enjoy the benefits, rights and obligations of the \$1000 deductible PPO Blue Cross Blue Shield Plan or the Blue Cross Blue Shield High Deductible Health Savings Account Plan or a substantially similar plan. Premiums for insurance plans and all benefit tiers will be split 80/20 (i.e. 80% paid by the Employer, 20% paid by the employee).

If an employee elects to receive the benefits outlined in the High Deductible Health Savings Account plan (HDHSA), the Employer agrees to deposit a specified amount, annually, into the employee's HDHSA. The account will be managed by Eureka Savings Bank located in LaSalle and the employee will be required to set up said account, by making contact with the bank. The specified amount the Employer agrees to contribute to each current and future employee's HDHSA is as follows:

Employee Only (single): \$1,000.00

Employee/Spouse: \$2,000.00

Employee/Child: \$2,000.00

Family: \$3,000.00

The Employer will make the above contributions to the Employee's HSA account on the first payroll of January each year.

Section 19.2 Life Insurance

The Employer shall provide a paid life insurance policy for each employee in the amount of not less than \$25,000.00.

Section 19.3 Survivor's Insurance

Survivor's insurance benefits shall be provided in accordance with applicable Illinois State Statutes.

Section 19.4 American's With Disabilities Act (ADA)

The Employer shall comply with all of the provisions of the American's With Disabilities Act.

Section 19.5 Dental Insurance

During the term of this Agreement, the Employer shall continue in effect, and employees shall enjoy the benefits, rights and obligations of the current Delta Dental Plan or a substantially similar plan. The Employer agrees to continue to pay 80% of the premium for all tiers. The Employee will pay the remaining 20%.

ARTICLE 20 - UNION RIGHTS

Section 20.1 Bulletin Board

The City shall provide a bulletin board in a location readily accessible to all bargaining unit employees for the purpose of posting information relative to the administration of this labor Agreement and other Union business.

Section 20.2 Authorized Representatives

Authorized representatives of the National or State F.O.P. shall be permitted to visit the operation of the City during working hours provided such visit does not interfere with the business of the City. "Ride-alongs" are not permitted.

Section 20.3 Right to Examine

The Union shall have the right to examine the time sheets and other records pertaining to the computation of compensation of any employee pertaining to a specific grievance, at reasonable times and with the employee's consent.

Section 20.4 Negotiating Team

One (1) local bargaining unit member designated as being on the Union negotiating team who is scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. Designated Union negotiating team members who are in regular day-off status on the day of negotiations or otherwise off duty will not be compensated for attending the session.

ARTICLE 21 - EMPLOYEE TESTING

Section 21.1 Statement of Policy

It is the policy of the City of LaSalle and the Illinois Fraternal Order of Police Labor Council that the public has the right to expect persons employed by the City of LaSalle to be free from the effects of drugs and alcohol. The City of LaSalle has the right to expect its employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of the officers.

Section 21.2 Prohibitions

Employees covered by this Agreement shall be prohibited from:

- (a) consuming or possessing alcohol, unless in accordance with duty requirements, at any time during the work day or anywhere while on duty at any City premises or job sites, including all City buildings, properties, vehicles and the officer's personal vehicle while engaged in City business;
- (b) illegally consuming, possessing, selling, purchasing or delivering any illegal drug;
- (c) failing to report to their supervisor any known adverse side effects of medication or prescription drugs they are taking.

This section is not intended to limit the duty of the City of LaSalle to enforce the laws of the State of Illinois and all regulations of the City of LaSalle Department, or to restrict the

Employer's right to require prospective hires to submit to a drug screening procedure or psychological evaluation.

Section 21.3 Drug and Alcohol Testing

Where the Chief of Police has reasonable suspicion to believe that an officer is under the influence of alcohol or drugs during the course of the work day, the Chief of Police shall have the right to require the officer to submit to alcohol or drug testing as set forth in this Agreement. There shall be no random or unit-wide testing of officers, except random testing of an individual officer as authorized in Section 21.8 below.

Section 21.4 Order to Submit to Testing

At the time an officer is ordered to submit to testing authorized by this Agreement, the Chief of Police shall provide the officer with a written notice of the order, setting forth the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The officer shall be permitted to consult with a representative of the FOP or a private attorney at the time the order is given, provided, however, that in no circumstances may implementation of the order be delayed longer than forty-five (45) minutes. No questioning of the officer shall be conducted without first affording the officer the right to FOP representation and/or legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

Section 21.5 Test(s) to be Conducted

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

- (a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the Substance Abuse and Mental Health Services Administration (SAMHSA);
- (b) ensure that the laboratory or facility selected conforms to all SAMHSA standards;
- (c) establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result. No officer covered by this Agreement shall be permitted at any time to become a part of this chain of custody;

- (d) require that with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, test results that show an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive;
- (e) collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside for later testing if requested by the officer;
- (f) collect samples in such a manner as to ensure a high degree of security for the sample and its freedom from adulteration;
- (g) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- (h) provide the officer tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the officer's own choosing, at the officer's expense, provided the officer makes such demand of the Chief of Police or his designee within seventy-two (72) hours of receiving the results of the test;
- (i) require that the laboratory or hospital facility report to the Chief of Police that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing, or the results thereof, be obtained by the City of LaSalle inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered). The City of LaSalle will not use such information in any manner or forum adverse to the officer's interests;
- (j) consider test results along with all other relevant evidence on the issue of whether or not an officer was under the influence of alcohol;
- (k) provide each employee tested with a copy of all information and reports received by the City of LaSalle in connection with the testing and the results at no cost to the employee;
- (l) ensure that no employee is the subject of any adverse employment action, except temporary reassignment or relief from duty with pay, during the pendency of any

testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 21.6 Right to Contest

The Union and/or employee with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the test, the consequences of the testing or results of any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have any manner restricted, diminished or otherwise impair any constitutional rights that officers may have with regard to such testing. Employees retain any such constitutional rights as may exist and may pursue the same at their own discretion, with or without the assistance of the Union.

Section 21.7 Voluntary Requests for Assistance

The City of LaSalle shall take no adverse employment action against an employee who prior to any mandatory testing and for the first time voluntarily seeks treatment, counseling or other support for an alcohol or prescribed drug problem, other than the City of LaSalle may require reassignment of the employee with pay if he is unfit for duty in his current assignment. The City of LaSalle may make available through its Employee Assistance Program (if available) a means by which the employee may seek referrals and treatment. All such requests shall be confidential and any information received by the City of LaSalle, through whatever means shall not be used in any manner adverse to the officer's interest, except reassignment as described above.

Section 21.8 Discipline

In the first instance that an officer tests positive on both the initial and the confirmatory test for a prescribed drug, or is found to be under the influence of alcohol and all employees who voluntarily seek assistance with a prescribed drug and/or alcohol related problem, shall not be subject to any disciplinary or other adverse employment action by the City of LaSalle. The foregoing is conditioned upon:

- (a) the employee agreeing to appropriate treatment as determined by the physician(s) involved;
- (b) the employee discontinues his abuse of the prescribed drug or abuse of alcohol;

- (c) the employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
- (d) the employee agrees to submit to random testing during hours of work during the period of "after-care".

Employees who do not agree to or act in accordance with the foregoing or who test positive for drugs, or test positive for alcohol a second or subsequent time during the hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the City of LaSalle to retain an officer in active status through the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of a peace officer or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use any accumulated paid leave that he/she may have, such as compensatory time, vacation time, sick days, or personal leave days, or take an unpaid leave of absence pending treatment at option.

The foregoing shall not limit the City of LaSalle's right to discipline officers' misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

Section 21.9 Psychological Testing

In the event the Employer has reasonable suspicion to believe that an employee is psychologically unfit for duty the Employer shall have the right to require the employee to undergo psychological evaluation subject to the employee's rights under Illinois law.

Section 21.10 Physical Fitness Testing

Officers who choose to participate shall be given the Power Test as administered to police recruits at the Police Training Institute. The Power Test shall be given two times per year (approximately May and September). Upon successful completion of a single Power Test, an employee shall receive a compensatory day, and upon successful completion of both Power Tests, an employee shall receive two (2) compensatory days.

Section 21.11 Mandatory Testing

The Union and Employer recognize that per Public Act 100-0389, any Employee recognized by this Agreement, shall be ordered to submit to drug and alcohol testing should they,

while on duty and during the performance of his or her official duties, discharge his or her firearm causing injury or death to a person or persons. The testing shall be done no later than the end of the employee's shift. The Union and Employer also agree the testing shall be performed consistent with the testing procedures and terms in the Collective Bargaining Agreement, for any drug and alcohol testing specified above.

ARTICLE 22 - SAVINGS CLAUSE

In the event any provision herein or part hereof be rendered invalid by reason of any subsequently enacted legislation or by decree of a court of competent jurisdiction, such invalidation shall not void this Agreement or invalidate the remaining portions hereof and they shall remain in full force and effect. Upon request, each party will meet to negotiate regarding replacing the provision or parts declared invalid

ARTICLE 23 - DURATION AND SIGNATURE

Section 23.1 Term of Agreement

This Agreement and its provisions shall be effective May 1, 2020 and shall continue in full force and effect until April 30, 2022, or until a successor agreement is executed between the parties, whichever later occurs.

Section 23.2 Continuing Effect

Notwithstanding any provisions of this 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.

Section 23.3 Notice of Demand to Bargain

Negotiations for a successor agreement shall commence upon service of a Notice of Demand to Bargain by either party, such Notice to be served at least sixty (60) days prior to the expiration date of the Agreement. Negotiations between the parties shall commence not later than 30 days after receipt of the Notice of Demand to Bargain, unless otherwise mutually agreed.

The parties agree that if during negotiations either side declares an impasse, they will jointly request the services of the Federal Mediation & Conciliation Service.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 2020.

FOR THE CITY OF LASALLE, IL:

FOR THE UNION:

Mayor, City of LaSalle, IL

LaSalle FOP Bargaining Unit

City Clerk, City of LaSalle, IL

LaSalle FOP Bargaining Unit

Finance Director, City of LaSalle, IL

LaSalle FOP Bargaining Unit

(SEAL)

LaSalle FOP Bargaining Unit

Illinois FOP Labor Council

APPENDIX A - DUES AUTHORIZATION FORM

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

I, _____ (insert your name), understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

I, _____ (insert your name), hereby authorize my Employer, The City of LaSalle, IL, 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: _____
Personal E-Mail: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

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

(217) 698-9433

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



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 Sections(s) of Contract violated: _____

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____

Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____

Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

Lodge/Unit No. / Year / Grievance No.

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____

Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S 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 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 - SENIORITY LIST

Brian Zebron	10/06/97
Pete Sines	05/10/04
Chris Hass	08/29/05
Brian Camenisch	08/13/07
Matt Kunkel	08/13/07
Curt Martin	08/13/07
Nick Martin	02/04/08
Matt Klinefelter	07/09/12
Luke Radtke	07/09/12
Ray Gatza	01/06/13
Tim Margis	04/12/13
Oswaldo Landeros	09/16/13
Tyler Slimko	10/27/17
Joel Smith	01/15/18
Frank Bray	04/07/20

APPENDIX D - WAGES

	Current	Market	5/11/2020	5/1/2021
		Adjustment	2.5%	2.5%
Start	\$54,180	\$54,780	\$56,149	\$57,553
Start of 2	\$54,722	\$55,327	\$56,711	\$58,128
Start of 3	\$55,263	\$55,875	\$57,272	\$58,704
Start of 4	\$55,806	\$56,423	\$57,833	\$59,279
Start of 5	\$56,347	\$56,970	\$58,394	\$59,854
Start of 6	\$56,888	\$57,517	\$58,955	\$60,429
Start of 7	\$57,430	\$58,063	\$59,515	\$61,003
Start of 8	\$57,972	\$58,609	\$60,074	\$61,576
Start of 9	\$58,515	\$59,160	\$60,639	\$62,155
Start of 10	\$60,140	\$60,805	\$62,325	\$63,883
Start of 13	\$60,682	\$61,352	\$62,886	\$64,458
Start of 14	\$61,223	\$61,898	\$63,446	\$65,032
Start of 15	\$62,849	\$63,545	\$65,133	\$66,762
Start of 18	\$63,391	\$64,091	\$65,693	\$67,336
Start of 19	\$63,932	\$64,636	\$66,252	\$67,908
Start of 20	\$64,474	\$65,185	\$66,815	\$68,485
Start of 21	\$65,016	\$65,733	\$67,376	\$69,061