

AGREEMENT BETWEEN
CITY OF ROCK FALLS, ILLINOIS

AND

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
F.O.P. LODGE #215

MAY 1, 2016 – APRIL 30, 2017

**COLLECTIVE BARGAINING CONTRACT
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL, F.O.P. LODGE #215
CITY OF ROCK FALLS**

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AGREEMENT

This Agreement is entered into as of this 1st day of May, 2016 by and between the **CITY OF ROCK FALLS, ILLINOIS** (hereinafter designated as “the City” or “the Employer”) and **ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL, F.O.P. LODGE #215** (hereinafter designated as “the Labor Council” or “employees”) for and on behalf of those employees of the City occupying positions within the unit described in Article 2 of this Agreement.

Inasmuch as the Employer and the Labor Council desire to establish a standard of conditions under which the employees shall work for the Employer during the term of this Agreement and to regulate the mutual relations between the parties with the view of securing harmonious cooperation and for settling of disputes which may arise, it is agreed as follows:

ARTICLE 1
CONTRACT PERIOD

Section 1.01 This Agreement, when approved and signed by the appropriate authorities for and on behalf of the City and the Labor Council, shall have force and effect from May 1, 2013 until April 30, 2016 and thereafter shall continue in full force and effect for successive periods of one (1) year unless written notice of the desire to terminate or modify the Agreement is served by either party upon the other party no more than one hundred twenty (120) days nor less than ninety (90) days prior to the date of termination. The delivery of such notice may be by hand, or by certified mail, with the date of the postmark to be deemed the date of delivery. Service on Employer shall be to the Office of the City Clerk, and the Mayor. Service on the Labor Council shall be to the person last designated to Employer as the President of the Labor Council, and to the Labor Council. Where written notice to terminate or modify this Agreement is timely served, this Agreement shall terminate on the stated date of expiration, provided, however, that the parties may thereafter mutually agree to extend the period during which this Agreement shall remain in force and effect upon such terms as may be acceptable to both parties, and provided further, that the parties shall continue to observe the wage, hours and other conditions of employment established herein in accordance with Section 1614 of the Act.

Section 1.02 If any party serves written notice of the desire to terminate or modify this Agreement upon the other party, the parties agree to meet within fourteen (14) calendar days of receipt of such notice to begin negotiations on a successor agreement. The parties agree to exchange proposals, if any are to be presented, at least one (1) week prior to scheduled negotiations. Nothing within this Section shall restrict the parties from mutually agreeing to additional proposals.

Section 1.03 Impasse Procedures. The parties recognize the bargaining unit covered by this Agreement is composed of peace officers, and is subject to Section 1614 of the Illinois Public Labor Relations Act. Should it be necessary, the parties may agree upon alternative impasse resolution procedures to be utilized in negotiation of any successor agreement, or in wage reopener negotiation provided for in this Agreement, otherwise the impasse procedures under Section 1614 shall be used.

Section 1.04 It shall be understood that the provisions of this Agreement may be modified at any time upon mutual agreement of the parties, provided that all such modifications shall be in writing and signed by authorized representatives of the Labor Council and the City.

ARTICLE 2
RECOGNITION

Section 2.01 In accordance with the certification issued by the Illinois Public Labor Relations Board pursuant to the authority of the Illinois Public Labor Relations Act (“the Act”) in Case No. S-RC-89-61, ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL, ROCK FALLS LODGE #215 is recognized as the exclusive representative of employees with the following bargaining unit:

All sworn peace officers of the City of Rock Falls Department with the rank of lieutenant and below, excluding all employees of the City of Rock Falls excluded from the definition of public employees under the Act, all supervisory, confidential, and managerial employees as defined in the Act, and all other employees of the Rock Falls Police Department and the City of Rock Falls; for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions as defined in the Act.

Section 2.02 Neither the City nor the Labor Council shall discriminate against any employee because of race, creed, color, religion, age, national origin, ancestry, sex, marital status, or handicap, unrelated to the ability to perform, as defined by federal and state laws, nor because of any employee's participation or non-participation in lawful union activity. Nothing in the foregoing shall prevent the City from retaining any mandatory retirement age for Police Officers consistent with federal and state laws.

Section 2.03 The use of the pronoun he or she in this or any other document between the Employer and the Labor Council is understood to be for clerical convenience only, and shall include both male and female employees equally.

Section 2.04 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:

- (a) to determine the budget, organization, and operations of the Police Department and its Telecommunications Center;
- (b) to determine and change the purpose, composition, and function of each of its constituent departments, and subdivisions;
- (c) to set standards for the services to be offered to the public;
- (d) to direct the members of the Police Department Telecommunications Center including the right to assign work and overtime;
- (e) to hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign, and schedule employees;
- (f) to increase, reduce, or 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;
- (g) to contract out work when essential in the exercise of its powers and duties;

- (h) to establish work schedules and to determine the starting and quitting times, and the number of hours to be worked;
- (i) to establish, modify, combine, or abolish job positions and classifications;
- (j) to add, delete, or alter methods of operation, equipment, or facilities;
- (k) to determine the locations, methods, means, and personnel by which operations are to be conducted, including the right to determine whether or not goods or services are to be made, provided or purchased;
- (l) to establish, implement, and maintain an effective internal control program;
- (m) to suspend, demote, discharge, or take other disciplinary action against employees for just cause (according to the provisions of this Agreement, and established statutes, rules and regulations);
- (n) to determine the fitness of employees for duty, including requiring the employee to submit to physical examination and/or testing procedures; and
- (o) 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 or 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 employees. Nothing in this Article shall abrogate or alter the other Articles of this Agreement.

Section 2.05 Nothing in this Agreement shall be construed as a delegation to others of any authority conferred by law on the City, or in any manner to abridge or diminish that authority.

Section 2.06 Emergency. If in the sole discretion of the Mayor, Mayor pro tem, or City Administrator, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, tornado conditions, floods, or other similar catastrophes, the provisions of this Agreement may be suspended during the time of the emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Should such an emergency arise, the City Administrator or Chief of Police shall advise the authorized representative of the Labor Council, or if he is unavailable, another representative of the Labor Council, of the nature of the emergency, and follow up with written notification as soon thereafter as practicable.

Section 2.07 Fire and Police Commission. The parties recognize that the Board of Fire and Police Commissioners of the City of Rock Falls has certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter, and to enforce rules and regulations, to discipline and terminate employees, and to lay off employees. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Board of Fire and Police Commissioners under the Fire and Police Commission Act, and/or the

City's ordinances, and its recognized actions within the authority of the Board are not covered by this Agreement or subject to the dispute resolution procedures included in it.

However, where the Board of Fire and Police Commissioners has rendered a decision involving the discharge or discipline of any non-probationary employee(s) covered by this Agreement pursuant to Section 10-2.1-17 of the Fire and Police Commission Act, 65 ILCS 5/10-2.1-17, the affected employee(s) may, within seven (7) days of the decision of the Board, request the Labor Council to initiate proceedings for review before a neutral third party selected pursuant to the procedures set forth in Section 9.06 of this Agreement in lieu of administrative review in the Circuit Court under the Administrative Review Law. The Labor Council shall have seven (7) days after such employee's request to notify the City and the Board of the employee's request for review of the Board's decision before a neutral third party in lieu of administrative review under the Administrative Review Law, and to initiate the procedures of Section 9.06 to select such neutral third party if the Labor Council elects to honor the employee request. Thereafter, the Labor Council shall serve a complaint upon the Board, the City and the neutral third party arbitrator in accordance with the Administrative Review Law, and the Board of Fire and Police Commissioners shall prepare the record of its proceedings, which shall be submitted to the neutral third party arbitrator selected by the parties to conduct such review as its answer to the Labor Council's complaint. The neutral third party arbitrator selected by the parties shall have the powers and authority granted to the Circuit Courts under the Administrative Review Law, 735 ILCS 5/3-101-3-112, in conducting review proceedings hereunder. Should the employee, after initiating alternative review procedures, file a complaint for administrative review in Circuit Court, or should these alternative provisions be found to be unlawful or invalid, then these supplemental provisions shall be void and without effect, and the Administrative Review Law shall govern in accordance with the provisions in Section 10-2.1-17 of the Fire and Police Commission Act.

Section 2.08 Uniform Police Officers Disciplinary Act. All employees shall be entitled to all rights accorded them under the Uniform Police Officers Disciplinary Act, 50 ILCS 725/2551-et seq., as now in force or as may from time to time be amended, and the Employer shall follow any procedures required under said Act.

Section 2.09 Discipline Procedures. All disciplinary matters shall remain under the jurisdiction of the Chief of Police or Department Head subject to the laws of the State of Illinois and the rules and regulations of the Board of Fire and Police Commissioners.

ARTICLE 3
EMPLOYEES

Section 3.01 Whenever the term "employee" appears in this Agreement, it shall be construed to mean those persons included within the bargaining unit defined in Section 2.01.

Section 3.02 All employees shall be required to serve a probationary period of employment with the City of one (1) year (twelve (12) consecutive months) following completion of basic training pursuant to the Police Training Act, 50 ILCS 705/501-512, provided, however, that in no event shall the probationary period extend longer than eighteen (18) months from the date of hire. During this period, each probationary employee's suitability for employment beyond the probationary period will be evaluated by the City, and the City shall retain the right to dismiss any probationary employee at any time without prior notice or assignment of specific reasons for dismissal in accordance with the Fire and Police Commission Act, and no probationary employee shall have any rights or recourse under this Agreement. Upon successful completion of the probationary period, employees shall thereafter be credited with seniority from their last date of hire. The Employer shall utilize a written evaluation program to evaluate probationary employees.

Section 3.03 The City retains the right to employ part-time police officers, special police officers, and/or auxiliary police, as these terms are defined by statutes of the State of Illinois.

ARTICLE 4
UNION DUES - CHECK-OFF AND FAIR SHARE

Section 4.01 The City shall deduct from the pay of each bargaining unit member from whom it has received a written authorization to do so, the amount required for the payment of monthly union dues and uniform fees, provided the Labor Council certifies to the City by affidavit the amount required to be deducted. Such fees, accompanied by a list of persons from whom they have been deducted and the amount deducted from each, and by a list of persons who had authorized deductions and from whom no deduction was made and the reason therefore, shall be forwarded to the Labor Council at such location as it may designate in writing to the City Clerk no later than ten (10) working days after such deductions are made. Written authorization of the deduction shall be submitted to the Office of City Clerk upon forms approved by the City Clerk. The City's only obligations hereunder shall be to deduct said fees and submit them to the Labor Council, and the City shall bear no obligation or liability to the Labor Council or to any employee for any mistakes made in compliance with such obligations.

Section 4.02 Any bargaining unit member may terminate the dues check-off by submitting written notice of revocation of the authorization to the Office of the City Clerk and the Labor Council.

Section 4.03

- (a) All employees covered by this Agreement who are not members of the Labor Council commencing on the effective date of this Agreement, or within sixty (60) days after their date of hire, and continuing during the term of this Agreement and so long as they remain non-members of the Labor Council, shall pay to the Labor Council each month their fair share of the costs of the services rendered by the union that are chargeable to non-members under state and federal law.
- (b) Such fair share payment by non-members shall be deducted by the City from the earnings of the non-member employees and remitted to the Labor Council so long as such action is legally authorized, provided, however, that the Labor Council shall submit to the City an affidavit which specifies the amount constituting each employee's uniform fair share contribution, which in no event may exceed the monthly dues uniform required of members of the Labor Council, and which describes the rationale and method by which the fair share contribution was determined, including a list of the expenditures which were included and excluded in determining the fair share contribution.
- (c) Upon receipt of said affidavit, the City shall deduct the uniform fair share contribution from the wages of any employee from whom no authorization for the deduction of monthly union dues has been received pursuant to Section 4.01.
- (d) The Labor Council shall prepare a notice containing the fair share fee information specified in Section (b) above, and advising that any non-member may object to the amount of the fee; (1) through the Labor Council's internal appeal procedure,

culminating in arbitration, by sending a letter to the Labor Council's President by certified or registered mail or by delivery to the Labor Council's office, at any time after the notice but within sixty (60) days after the first wage payment of the year from which his/her fair share fee has been deducted; (2) by filing an unfair labor practice charge with the Illinois State Labor Relations Board in accordance with the rules of the State Labor Relations Board; or (3) by taking any other action available to them at law or equity.

- (e) The Labor Council shall distribute the notice described in subsection (d) by: (1) posting it and the union internal review procedure; and (2) providing Labor Council representatives with copies of the notice for distribution to employees identified pursuant to subsection (c), and providing additional copies to the Office of the City Clerk of the City.
- (f) A copy of the Labor Council internal appeal procedure culminating in arbitration of any objector's claims shall be supplied to the City. The Labor Council shall advise the City of any subsequent changes therein.
- (g) Upon the Labor Council's receipt of notice of an objector's challenge to the fair share contribution determined by the Labor Council, the Labor Council shall deposit in an escrow account, separate from all other Labor Council funds, the amount of fair share payments received on behalf of an objector or objectors that is fairly placed at issue by the objector(s) but not less than thirty-three percent (33%) of the fair share fee. The Labor Council shall furnish objectors and the City with verification of the terms of the escrow arrangement and, upon request, the status of the fund as reported by the bank.

The escrow fund will be established and maintained by a reputable independent bank or trust company and the agreement therefor shall provide that the escrow account be interest bearing at the highest possible rate; that the escrowed funds be outside of the Labor Council's control until the final disposition as provided for herein; and that the escrow fund will terminate and the funds therein be distributed only by the terms of an ultimate award, determination, or judgment including any appeals, or by the terms of a mutually agreeable settlement between the Labor Council and an objector or group of objectors.

- (h) If an ultimate decision in any proceeding hereunder directs that the amount of the fair share fee should be lower than the amount fixed by the Labor Council, the Labor Council shall promptly adopt said determination and notify the City to reduce deductions from the earnings of non-members to said prescribed amount.
- (i) The rights of non-association of employee, including rights based upon bona fide religious tenets or teaching of a church or religious body of which such employees are members, shall be safeguarded in accordance with Section 6(g) of the Act. Such employees shall pay an amount equal to their proportionate share determined under a fair share agreement to a non-religious charitable organization

mutually agreed upon by the employee(s) affected and the exclusive representative to which such employees would otherwise pay such fee. If the affected employees and the exclusive representative are unable to reach an agreement on the matter, an organization shall be chosen by the employee from an approved list of charitable organizations established by the Illinois State Labor Relations Board.

- (j) It is the intent of the City and the Labor Council to recognize and preserve the rights of employees under the United States Constitution as identified in the "Hudson" decision and later cases, as well as existing state law. Whenever possible, the provisions of this Article should be interpreted in a manner which will comply with any regulation of issues affecting deduction of union dues or fair share payments from governmental employees.

Section 4.04 The Labor Council shall indemnify, defend and hold harmless City, its officers, officials, agents, and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability and for all legal costs including attorney's fees, that may arise out of or by reason of any actions by the City for the purposes of complying with the provisions of this Article or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of the provisions of this Article.

ARTICLE 5
UNION BUSINESS

Section 5.01 Duly authorized representatives of the Labor Council will be permitted to enter upon the Employer's premises at reasonable times for purposes of handling grievances or observing conditions under which employees are working. Such Labor Council representatives shall identify themselves, and provide twenty-four (24) hours advance notice to the head of the department or in his absence, another supervisory employee in charge on each occasion prior to entering any premises or facilities of the City not generally open to the public, and shall conduct their activities or business without interference to the operations of the City and the employees.

Section 5.02 It is understood and agreed that there will be no union activity or business conducted during employee working hours, except upon mutual consent of the Labor Council and the City, provided however, that in connection with the processing of grievances, where a duly authorized union officer or steward employed by the City requires to be relieved of his/her duties in order to engage in business which cannot be performed outside normal working hours, such employee shall advise the head of his/her department or immediate supervisor of such circumstances and request to be relieved of his/her duties for the period essential to handle such matter, and permission shall be granted unless the Department Head or immediate supervisor determines that the employee cannot be released from duty because of the immediate requirements of the department's operations. The Labor Council will notify the City Clerk in writing of the employees designated as officers or stewards, and will promptly provide notice when changes occur.

Section 5.03 The City agrees to grant leaves of absence without pay for periods not to exceed two (2) weeks to any Labor Council official or member for purposes of Labor Council business, provided the Department Head for the department in which the employee works is notified at least one (1) month in advance of the requested leave of absence and its duration and is able to make adequate scheduling arrangements to have the employee's job covered during such absence. The City agrees the employee may utilize vacation or compensatory time to be paid for such leave.

ARTICLE 6
UNION BULLETIN BOARDS

Section 6.01 The Employer agrees that the Labor Council may install and maintain a bulletin board at a location agreed to by the Employer and the Labor Council such that all employees covered by this Agreement may easily read notices posted thereon. Notices posted upon such bulletin board should be germane to collective bargaining, contract administration, and/or union meetings or business. The Labor Council shall seek advance authorization from the Police Chief prior to posting any materials, and authorization shall not be unreasonably withheld.

ARTICLE 7
STATE AND FEDERAL LAWS

Section 7.01 If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid, or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation or by any Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to provisions to substitute for those provisions rendered or declared unlawful, invalid, or unenforceable.

ARTICLE 8
NO STRIKE-NO LOCKOUT

Section 8.01 No Strike. In recognition of the essential services provided to the citizens of Rock Falls by the City and its employees, and the danger to the public health and safety which could arise from the disruption of those services, neither the Labor Council nor any of its officers, or agents, or any employee(s) will call, institute, authorize, participate in, sanction, encourage, or ratify any strike, sympathy strike, work stoppage, or concerted slow down, mass illness, sit-down or other concerted stoppage of work, or any unauthorized speed up or work to the rule situation or any other concerted refusal to perform proper duties or the concerted interference with, in whole or in part, the full, faithful, and proper performance of the duties of employment with the City, other than may be provided for in Section 17 of the Illinois Public Labor Relations Act. Neither the Labor Council nor any employee covered by this Agreement shall refuse to cross any picket line, by whomever established during their work time or in the performance of police-related duties.

Section 8.02 Discipline of Strikers. Any employee who violates the provisions of this Article shall be subject to immediate discharge. Any action taken by the Employer against any employee who participates in an action prohibited by Section 8.01 shall not be considered a violation of this Agreement and shall not be subject to the provisions of 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 8.03 Labor Council Official Responsibility. Each employee who holds the position of officer or representative of the Labor Council occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In the event of a violation of Section 1 of this Article, the Labor Council, among other things, agrees to inform its members of their obligations under this Agreement and use its best efforts to achieve a prompt resumption of normal operations. Where any Labor Council officer or representative fails to fulfill these responsibilities, he shall be subject to discipline under Section 8.02 above. The Labor 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 8.04 No Lockout. The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Labor Council.

Section 8.05 Judicial Restraint. Nothing contained herein shall preclude the City or the Labor Council from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE 9
DISPUTE RESOLUTION

Section 9.01 Definition. A “grievance” is defined as a dispute or difference of opinion raised by an employee or the Labor Council against the City involving an alleged violation of an express provision of this Agreement, except that any dispute or difference of opinion concerning a matter or issue subject to the jurisdiction or authority of the Board of Fire and Police Commissioners of the City of Rock Falls under the Fire and Police Commission Act, 65 ILCS 5/2.1-10-1-et seq., shall not be considered a grievance, nor subject to the resolution procedures set forth herein.

Section 9.02 Step 1. Where any employee or group of employees have any disagreement, dispute, difference, or complaint, whether it may properly be considered as a grievance as defined herein or not, such employee(s), accompanied by a Labor Council representative if the employee desires, may submit the matter to the immediate supervisor or Department Head, and consult with him in an attempt to arrange a satisfactory solution, provided, however, that the employee and supervisor or Department Head shall possess no authority to make or agree to any arrangement or resolution which conflicts in any way with the provisions of this Agreement. If no satisfactory solution is achieved through consultations with the immediate supervisor and/or Department Head, any employee, group of employees and/or the Labor Council shall have the right to submit to the Department Head or his delegate a grievance as defined herein in writing. To be timely and valid, any written grievance must be submitted to the involved Department Head within fourteen (14) calendar days of the occurrence of the alleged contract violation or when the employee knew or should have known of such violation, and any purported grievance not filed within such period shall be deemed to be a nullity and without force and effect.

Section 9.03 Within seven (7) days of the submission of a written grievance to the involved Department Head pursuant to Section 9.02, the involved Department Head or his/her delegate shall meet with the appropriate representative for the Labor Council, and any employee filing the grievance, to explore the facts and circumstances involved, and to attempt to achieve a satisfactory solution. Within seven (7) days after this meeting, the Department Head shall prepare a written response to the grievance, summarizing the claims and contentions of the employee(s) and the Labor Council, the solution(s) proposed or agreed upon, and where no solution has been agreed upon, his/her response to the grievance, which shall be submitted to the Labor Council. Where the Department Head concludes that additional time is required for investigation or consideration of the grievance, he shall, within the period provided for response, submit such conclusion in writing to the Labor Council. The Labor Council may disagree with this conclusion and appeal the grievance to the Personnel Committee of the City Council pursuant to Section 9.04, in which event the Department Head's interim response shall be deemed a denial of the grievance.

Section 9.04 Step 2. Within seven (7) days of submission of the written response of the Department Head pursuant to Section 9.03, the Labor Council may appeal the decision of the involved Department Head to the Personnel Committee of the City Council, and may request a hearing before the Personnel Committee on the grievance. Where the request for a hearing is

submitted, the Personnel Committee shall at the earliest available opportunity, set a meeting with the Labor Council at a mutually agreeable date within thirty (30) days. At the hearing, the Personnel Committee shall consider the grievance, response of the Department Head and any additional evidence or argument submitted by the employee(s), the Labor Council and the Department Head, and shall attempt to arrive at a solution satisfactory to all concerned. Where no solution is possible, the Personnel Committee shall render a decision on the grievance in writing and submit a copy of the decision to the Labor Council within seven (7) days after the hearing.

Section 9.05 Step 3. The decision of the Personnel Committee concerning any grievance shall be final unless, within seven (7) days of the decision, the employee(s) or the Labor Council submit a request to the full City Council for review of the Personnel Committee's decision by filing such request in writing with the Office of City Clerk. Where such request for review is filed, the grievance and the decision of the Personnel Committee shall be brought before the full City Council at its next regularly scheduled meeting for consideration. The City Council shall have the authority to consider any additional evidence or argument which may be offered, and to adopt, amend, alter, modify, or reverse the decision of the Personnel Committee and shall make its decision at the meeting at which the grievance is presented, unless additional time is requested by the Council for advice and analysis, and agreed to by the Labor Council. The City Council's decision on any grievance shall be final upon all concerned unless appealed to arbitration by the Labor Council in accordance with Section 9.06.

Section 9.06 Arbitration. Within seven (7) days after the decision of the City Council pursuant to Section 9.05 above, the Labor Council may appeal the grievance and the decision of the City Council to arbitration by filing written notice of its appeal with the Office of City Clerk. Where such notice of appeal is filed, the Labor Council shall file a request with the Federal Mediation and Conciliation Service to provide a panel of seven (7) arbitrators. Such FMCS request shall be filed within ten (10) days of the filing of the Labor Council's notice of appeal. Where the panel of arbitrators is unsatisfactory, either party may reject the panel and request another panel from the Federal Mediation and Conciliation Service within ten (10) days after receipt of the panel. After receipt of the seven member panel, the parties shall select the arbitrator to hear the Labor Council's appeal of the grievance by alternatively striking from the panel, with the party requesting the panel striking first, until only one (1) panel member remains, who shall serve as arbitrator to consider the grievance and render a decision in writing upon such grievance which shall be final and binding upon the parties, the grievant, and any other persons or employees involved. The Arbitrator's power and authority shall be confined to the interpretation and application of the express terms of this Agreement, and the Arbitrator shall have no power or authority to add to, delete, alter, amend, modify, or imply any of the terms or provisions of this Agreement. Where the grievance involves wages, rates of pay, or other economic items, the Arbitrator shall further be limited in authority to grant monetary relief to a period of seven (7) days prior to the filing of a grievance under Section 9.02.

The costs of the Arbitrator, and of any transcript of proceedings before the Arbitrator, shall be shared equally by the parties. Any other costs incurred in arbitration shall be borne by the party incurring them.

Section 9.07 Time shall be of the essence under each provision of this Article. Where a grievant or the Labor Council fails to comply with the time limitations established herein, and no agreement to extend those time limitations has been agreed upon, the grievance shall be deemed to have been decided on the basis of the last timely response.

Time limits in this Article may be extended by mutual agreement between the Labor Council and the Employer, provided all such extensions shall be in writing signed by both parties.

ARTICLE 10
SENIORITY

Section 10.01 Seniority shall be defined as each employee's length of continuous employment within the bargaining unit since his/her most recent date of hire. Classification seniority shall be defined as the length of service within a particular classification for purposes of the Fire and Police Commission Act.

Section 10.02 Each employee's seniority and employment with the City shall terminate upon the occurrence of any of the following:

- (a) resignation or voluntary termination;
- (b) retirement;
- (c) discharge for just cause, excluding probationary employees;
- (d) absence from work for three (3) consecutive work days without proper notice to the head of the department of such absence and the reasons for absence unless circumstances beyond the employee's control precludes the employee from providing notice;
- (e) failure to report for work upon the expiration of scheduled vacation or any authorized leave of absence unless the employee can show just cause for the failure to report;
- (f) failure to report for work following written notice by certified or registered mail by the City to the last address furnished by the employee to the City Clerk of a recall from layoff, provided an employee shall have up to twenty-one (21) days after such recall notice is mailed to report so long as the employee gives notice of his intent to return within seven (7) days of written notice by the City;
- (g) absence from work due to layoff or other reason for a period equal to the lesser of the employee's seniority or two (2) calendar year(s), provided, however, that this provision shall not apply to any employee absent from work because of any disability covered by the Police Pension Fund administered pursuant to the Police Pension Act or 5 ILCS 345/1.

Section 10.03 The City will furnish the Labor Council a list showing the name, address, and last hiring date of each employee, and whether the employee is entitled to seniority or not. Within thirty (30) calendar days from that date, each employee must notify the City Clerk in writing of any error concerning his/her last hiring date as stated upon such list, or the date will be considered correct and binding upon the employee and the Labor Council from that time forth and forever. The City will furnish the Labor Council notice of any changes to the seniority list, and will furnish a revised list every twelve (12) months. Any dispute concerning the seniority list shall be resolved through the grievance article.

Section 10.04 The City retains the right to select employees to fill positions within the City administration outside the bargaining unit established in Section 2.01 in its unfettered discretion. Where an employee accepts a transfer or promotion to a position outside the bargaining unit, other than on a temporary basis, the employee shall cease to accumulate or

accrue further seniority within the bargaining unit after the date of transfer or promotion, but shall retain seniority previously accumulated while employed within the bargaining unit.

Section 10.05 Reimbursement for Training Cost. If an employee, after having completed at the expense of the Employer the Police Training Institute, voluntarily resigns from employment with the Employer and, within six (6) months after resignation becomes employed by any other law enforcement department of any jurisdiction, and if such resignation from employment with the Employer shall have occurred within two (2) years after the completion of the Police Training Institute, then the employee will reimburse the Employer for the expense incurred by the Employer for new officer training and outfitting costs. The amount of reimbursement will be determined by subtracting from the total expense one-twenty fourth (1/24) thereof for each month or part of a month during which the employee is employed by the City. For purposes of this paragraph, the “expense incurred by the Employer for new officer training and outfitting costs” will include:

- (a) Police Academy tuition (Employer out-of-pocket portion);
- (b) Polygraph exam;
- (c) Psychological exam;
- (d) Medical or physical exam;
- (e) Uniforms and shoes; and
- (f) Bulletproof vest and leather jacket.

The Employer may require each prospective employee to execute an employment agreement including the obligation for reimbursement set forth by this paragraph, as a condition to final appointment to a position with the Police Department.

ARTICLE 11
LAYOFF AND RECALL

Section 11.01 Layoff. The City, in its discretion shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with the employee's length of service, with the least senior employee being first. Except in an emergency, no layoff will occur without at least twenty-one (21) calendar days notification to the Labor Council. The City agrees to consult the Labor Council, upon request, and afford the Labor Council an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff.

The City will not utilize any part-time employees to perform police duties while any employee covered by this Agreement is on layoff.

Section 11.02 Recalls. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled.

Employees who are eligible for recall shall be given notice of recall, sent to the employee by certified or registered mail with a copy to the Labor Council. The employee must notify the Chief of Police or his designee of his intention to return to work within seven (7) days after notice of recall is received. 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 being the obligation and responsibility of the employee to provide the Chief of Police or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice as required above, his name shall be removed from the recall list.

Section 11.03 Nothing in this Article shall prevent or bar the Labor Council and the City from mutually agreeing to a program designed to avoid or curtail layoffs by spreading available work or hours among employees within the unit.

ARTICLE 12
PROMOTIONS

Section 12.01 Promotions to positions of higher rank within the bargaining unit shall be handled pursuant to the Fire and Police Commission Act.

Section 12.02 The Chief of Police or head of the Police Department shall retain the discretionary authority to select employees to serve within the position of detective, and to appoint employees to special assignments and special details, including the MEG unit, and such other units or programs as may be created hereafter.

Section 12.03 Any employee who is promoted to a higher rank or opening shall serve a probationary period of twelve (12) continuous months following promotion, and will be given the opportunity during this period to demonstrate the ability to satisfactorily perform the duties of the job or position. Where the employee fails to demonstrate the ability to satisfactorily perform the duties of the job or position, the employee shall return to his/her previous rank and position within the unit. The Employer shall utilize a written evaluation program to evaluate the employees.

ARTICLE 13
HOLIDAYS AND HOLIDAY PAY

Section 13.01 Because the operations of the Rock Falls Police Department requires continuous services, employees shall work their assigned days regardless of whether or not it is a holiday. Upon completion of each fiscal year, each employee employed within the Rock Falls Police Department throughout that fiscal year shall receive a holiday pay allowance equal to six (6%) percent of the previous fiscal year's salary base on the first regularly scheduled payroll date in the new fiscal year. Detectives shall be entitled to select 2 holidays from among City observed Memorial Day, Labor Day, Thanksgiving and Christmas Day to be off duty. The selection shall be by seniority and when all detectives have selected the first day, selection of the second day from among the 4 holidays shall again proceed by seniority.

Section 13.02 Abuse of time off benefits, such as sick leave, to avoid working regularly assigned days because it is a recognized holiday shall not be countenanced. Employees found to have engaged in such conduct shall be ineligible for the allowance provided in Section 13.01, in addition to any disciplinary action imposed for the abuse. Such abuse must have been documented and proven by the Employer as part of the discipline procedure.

Section 13.03 Benefits Upon Hiring/Retirement/Resignation. Where an employee is hired or voluntarily resigns or retires prior to the end of a current fiscal year and is therefore ineligible for the holiday pay allowance specified in Section 13.01 above, the employee shall be paid one day's pay at his hourly rate of pay for each holiday recognized by the City for which the employee was scheduled to, and actually worked the holiday in that fiscal year. For this purpose, the holiday shall start and end at the regularly scheduled starting time, commencing with each shift, which starts on the recognized holiday.

Payment hereunder shall be made in the next regularly scheduled pay period after resignation or retirement takes effect. In the event of a new hire, the prorated payment shall be received consistent with the provisions of Section 13.01.

ARTICLE 14
VACATIONS

Section 14.01 Each regular full-time employee shall be eligible for vacation time during each fiscal year of this Agreement on the basis of the following schedule:

| | |
|--|------------|
| After one (1) year of service | 56 hours; |
| After two (2) years of service | 112 hours; |
| After seven (7) years of service | 144 hours; |
| After ten (10) years of service | 168 hours; |
| After seventeen (17) years of service | 240 hours; |
| After twenty-two (22) years of service | 312 hours. |

Section 14.02 Vacation time may be scheduled at any time between May 1 and April 30 of the fiscal year, subject to the needs of the City and the approval of the Department Head. Each employee shall be credited with his vacation time for the completed years of which he possesses on May 1 for that fiscal year. Where the employee does not possess one (1) year of completed service on May 1 of any fiscal year, the employee, upon completion of one (1) full year of service with the City, shall be eligible for the vacation time specified in Section 14.01 during the remainder of that fiscal year. Where under the vacation schedule in Section 14.01, an employee would become eligible for the additional vacation time because of his years of service (i.e., after two (2) years, seven (7) years, ten (10) years, seventeen (17) years, or twenty-two (22) years) after the start of the fiscal year on May 1, the employee shall be eligible for the additional vacation time during the remainder of the fiscal year after his anniversary date.

Between January 1 and April 1 of each calendar year, employees shall be entitled to schedule their vacation time in order of their department seniority, provided, however, that no employee shall be entitled to schedule less than one (1) week nor more than two (2) weeks of vacation time consecutively unless approved by the Department Head. An employee may secure all vacation time coming for that vacation year through this procedure prior to April 1. After April 1, vacation time may be scheduled at any available time, but more senior employees may not bump any less senior employee who previously scheduled his vacation time. The Department Head shall retain the right to determine the appropriate number of employees who may schedule vacation time during any particular year in order to insure adequate staffing. Vacation time shall not be scheduled for periods of less than one (1) week without the approval of the Department Head. After April 1, employees may schedule vacation time for periods of less than one (1) week upon request to and approval of the Department Head or his designee. Employees shall give at least forty-eight (48) hours advance notice of request for vacation periods or personal leave unless excused by good cause.

Section 14.03 To be eligible to receive pay for vacation time, the employee must have worked his regular schedule at least twenty-six (26) weeks during the preceding fiscal year, provided, however, that any week not actually worked in which an employee is compensated under the Public Employee Disability Act, 5 ILCS 345/1, shall be considered time worked for purposes of vacation pay.

Section 14.04 Employees eligible to receive pay for vacation time shall be paid for fifty-six (56) hours at their current hourly base wage rate for each week of vacation time.

Section 14.05 No employee shall be entitled to accumulate or accrue any vacation time or vacation pay from year to year, or to take vacation pay and work in lieu of vacation time. Employees terminating, resigning their employment in good standing upon two (2) weeks advance notice, or who elect to retire, shall receive any unused vacation time with vacation pay in their final paycheck. For each completed month of service during the fiscal year in which an employee terminates, the employee shall receive one-twelfth (1/12 or 0.083) percent of his or her annual vacation pay. However, the provisions of Section 28.01 shall control the payments under this Section.

Section 14.06 If an employee is denied the right to take vacation which was previously scheduled because of operational requirements of the department, then that employee may carry over the denied vacation to the next fiscal year, to be taken within thirty (30) days of the beginning of such next fiscal year, but provided that if the employee is denied the vacation within such additional thirty (30) day period due to operational needs of the department, the employee shall be granted another thirty (30) days within which to schedule and take the vacation

ARTICLE 15
SICK LEAVE

Section 15.01 Each employee shall be granted twelve (12) hours of sick leave with pay for each month of service, up to a maximum of one hundred twenty (120) hours per year, to be used whenever the employee, by reason of any injury or illness not arising out of his/her employment, is unable to work when scheduled. Each employee shall be entitled to accumulate a maximum of one thousand two hundred (1200) hours of unused sick leave for subsequent use. Upon retirement, the Employer, upon election by the retiring employee, agrees to provide continued health insurance coverage to the retired employee equal to the cash value of the accumulated unused sick leave then held by the employee. The cash value of the unused sick leave shall be determined by multiplying the number of unused accumulated hours of sick leave times the employee's applicable hourly rate on the date of retirement. The cost of insurance shall be computed based upon the premium amount in effect and applicable from time to time for the class of employee coverage (single or family/dependent) elected by the retired employee, but provided that the employee shall be required to pay through conversion of unused sick leave the entire premium amount. If the employee exercises the option to convert unused accumulated sick leave to health insurance benefits, the employee is not eligible for reimbursement for unused sick leave under the provisions of Section 15.04 (or any successor provision).

If an employee has accumulated the maximum of one thousand two hundred (1,200) hours of sick leave for subsequent use, the employee may continue to accumulate sick leave above that maximum at the rate of four (4) hours per month, up to a maximum of forty (40) hours per year, but such additional sick leave accumulated above 1,200 hours may be utilized only for sick use purposes, and the employee shall not be entitled to compensation for unused sick leave for any other purpose, including any credit toward retirement benefits, to cash in for purchase of continued health insurance coverage upon retirement nor for any other option to convert unused and accumulated sick leave in excess of 1,200 hours for any other benefit except use for non-job related illness or injury absences.

Section 15.02 Any employee who has worked the full calendar year and who does not utilize any sick leave days in a calendar year, the employee shall be entitled to an allowance of Two Hundred Dollars (\$200.00). Any employee who has worked the full calendar year and who utilizes only one sick day in a calendar year, the employee shall be entitled to an allowance of One Hundred Dollars (\$100.00). An employee who has worked the full calendar year and who utilizes only two (2) sick leave days in a calendar year, shall be entitled to an allowance of Fifty Dollars (\$50.00). The allowances set forth in this Section shall be paid in the first payroll after all hours have been sent to the payroll office for the calendar year for which the allowance is earned.

Section 15.03 The sick leave benefits provided herein are to be utilized only when an employee has a legitimate injury or illness which precludes the employee from performing the duties of his/her job or when an employee needs to attend to a member of the employee's immediate family because of a serious injury or illness. Immediate family member shall be limited to the employee's legal spouse, child, parent, grandparent, brother, sister, grandchild, or parent-in-law, and shall further be limited to such individuals residing in the home of the employee at the time of such serious illness or injury.

The head of each department may require adequate verification of the employee's asserted illness or injury, including the certification of an attending physician attesting to the employee's illness or injury or disability, whenever the Department Head deems such verification to be appropriate. Where such verification is requested, sick leave days with pay shall be denied where the verification is not submitted, in addition to any disciplinary measures found to be appropriate by the City.

Where an employee is required to be absent to attend to a member of the employee's immediate family because of a serious injury or illness, the head of each department shall require adequate proof of the serious illness or injury to an immediate family member and of the employee's need to attend to that family member before allowing the employee to be paid sick leave benefits for such absence. At the request of the Department Head, an employee must submit a certificate from an attending physician certifying to the serious illness or injury of the member of the employee's immediate family and the need for the employee's absence to attend to such family member. In the absence of adequate proof, including any physician's certification when requested, the Department Head may deny the employee's request for sick leave benefits, in addition to any disciplinary measures found to be appropriate.

Proper notice of any illness or injury, or of the need to attend to an immediate family member, and the inability to work as scheduled as a result, shall be furnished in advance of any absence to the Department Head or immediate supervisor in order to qualify for sick leave pay benefits. Sick leave benefits may be available for any absence for any elective surgery, and may be used for any form of preventive medicine or treatment requiring the employee to take time off during working hours to see a doctor, receive hospital or clinical services or similar medical attention. Such usage must be reported to the supervisor prior to leaving the workstation.

Section 15.04 Upon termination of employment by the employee, the employee shall be entitled to be paid for any accumulated unused sick leave at the rate of one (1) day's (eight (8) hours) pay for each ten (10) accumulated unused sick leave days, and the pay shall be computed at the rate applicable to the employee on the last day of his/her employment.

Section 15.05 Pensions. The parties recognize that the pension rights of employees within the unit are controlled by the Illinois Police Pension Fund Act, 40 ILCS 5/3-101-et. seq.. Employees hired after May 1, 1990 shall be required to become and remain participants within the Police Pension Fund as a condition to continued employment.

ARTICLE 16
BEREAVEMENT LEAVE

Section 16.01 Each regular employee shall be allowed fourteen (14) consecutive calendar days off with pay in the event of the death of the employee's legal spouse, natural, or adoptive child or stepchild that is a household member or a stepchild that is a former household member. Three (3) days off with pay shall be allowed for a regular employee to attend the funeral and to details of any funeral or memorial service when a death occurs in the employee's immediate family, which shall include the employee's father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, grandparent, grandchild or stepchild that was never a member of the employee's household. One (1) day off with pay shall be granted to an employee for an employee to attend the funeral of a grandparent-in-law, brother-in-law or sister-in-law. In addition, up to two (2) sick leave days may be used to supplement any bereavement leave, with notice to the Department Head in advance of that use. In addition, days off without pay may be granted due to the death of any other close friend or relative with the approval of the Department Head.

ARTICLE 17
JURY DUTY

Section 17.01 Where an employee is required to serve upon a jury during his/her regularly scheduled work time, the employee shall receive his regular salary for such period of time. In order to be eligible for payment for lost work time spent on jury duty, however, the employee shall be required to verify and turn over to the City all compensation received for service on jury duty. Should an employee serving jury duty be released prior to the conclusion of his scheduled shift of duty, he shall report for duty for the remainder of his scheduled shift.

ARTICLE 18
LEAVES OF ABSENCES

Section 18.01 Any regular full or part-time employee may request a leave of absence without pay for a period up to one (1) year by submitting the request in writing to the head of the department where the employee works, with copies to the Office of City Clerk and to the Labor Council. Any requested leave of absence shall be subject to the approval of the Department Head and the Mayor, who may approve or disapprove the request on the basis of the operating requirements of the department, the availability of substitute employees, the reasons for the requested leave of absence, and any other relevant factors. Employees granted leave of absences shall be prohibited from accepting any employment while on leave of absence without prior approval of the Department Head and the Mayor, and shall be deemed to have voluntarily terminated their employment with the City where they fail to comply with such limitation. Employees granted a leave of absence shall not have any guarantee of reinstatement to the position held before taking a leave of absence upon their return, and shall neither accrue nor accumulate seniority during such leave of absence. Where an employee on a leave of absence requires an extension, a request for an extended leave of absence shall be submitted and processed in accordance with the procedures for original requests for leave.

Section 18.02 Childcare Leave. Any regular employee who is to become a parent of a newborn or adoptive child shall have the right to an unpaid leave of absence of up to twelve (12) weeks. The leave will begin and salary shall stop at the end of the last full day of employment. An employee who is placed on childcare leave will retain any accrued annual leave, but no benefits shall be earned during the childcare leave period. In the time period prior to beginning a childcare leave, it may be necessary for the City to modify work assignments and transfer to light duty work, if available, if in the sole discretion of the City such assignment of the employee to light duty is necessary based on inability to perform regular duties at an acceptable level. Leave commencement shall customarily coincide with the employee's physician's order to do so, or the birth of a child, whichever is earlier. In the case of adoption, the beginning of the leave period shall be determined by the adoption agency in relation to the availability of the child.

Application for childcare leave should be filed with the Department Head at least thirty (30) days prior to the anticipated beginning date of the leave. In the case of early delivery or adoption, the thirty (30) day rule shall be omitted, but the employee must notify the Department Head at the earliest opportunity of the intent to take such childcare leave. Written application for childcare leave shall:

- (a) be accompanied by the proper certification of impending childbirth or adoption by the employee's physician or adoptive agency;
- (b) the date that leave is requested to begin;
- (c) the anticipated date the employee expects to return to normal duties;
- (d) employees on childcare leave, upon payment of the appropriate premiums, may continue their coverage under the City's life insurance, health insurance, and disability insurance programs.

When the employee indicates in writing the intention of returning to work, the department assumes an obligation to reinstate the employee to the same position or to one of equal status and pay, provided that such written notice must be presented at least seven (7) days in advance of the anticipated date of return. Such leaves shall not be subject to extension beyond the initial period requested.

Any period of leave under this provision will be applied to any leave to which the employee may be entitled under the Family and Medical Leave Act of 1993 or the Americans with Disabilities Act.

Section 18.03 Military Leave. Any regular employee who leaves active employment for the purposes of being inducted, entering, determining physical fitness to enter, or performing training duty in the armed forces or Coast Guard, either by enlistment, draft or recall will be granted a leave of absence.

Upon the expiration of such leave of absence, each employee will be restored to his/her former job classification or to a position of like seniority, status and pay, unless circumstances of the City have so changed as to make it impossible or unreasonable to do so, provided:

- (a) application for re-employment is made within ninety (90) days after discharge from active service or hospitalization continuing after discharge for a period of not more than one (1) year;
- (b) the employee presents a certificate showing satisfactory completion of service;
- (c) the employee's voluntary period of enlistment or recall to active duty does not exceed four (4) years, plus one (1) year additional voluntary extension of active duty if the extension is at the request and for the convenience of the government.

If an employee is a member of a military reserve unit of the United States or State of Illinois, and is required to and attends an annual or other leave or training leave in that military unit or is called to active duty, then the provisions of any federal or state law governing such military service, leave or duty shall be followed by the City. Any such military leave shall in no way affect vacation, sick leave, or other emergency leave benefits of the employee's job status, unless the applicable federal or state law does not require that vacation or sick leave continue to accrue during such leave or duty. The employee will receive full pay during the absence which shall be computed at the amount equal to 100% of base pay less any taxable wages paid by the military unit of the United States or State of Illinois.

Section 18.04 Child Birth Leave. Each regular employee shall be allowed one (1) day off with pay where the employee and his legal spouse have a newborn natural child or legally adopt a child, which leave may be taken on the date the child is born or adopted, or on the date the child is released from the hospital to go home following birth, or may be split between those two dates.

Section 18.05 Personal Leave. Each employee shall be allowed two (2) personal leave days off to be taken during the fiscal year subject to the approval of the Chief of Police or his designee which shall not be unreasonably denied. However, an employee shall not be paid for any personal leave day taken within the first year of employment until completion of one full year of employment.

Any unused personal day may not be carried over into the next fiscal year unless the day has been requested off and denied for operational purposes without scheduling availability within the fiscal year.

ARTICLE 19
INSURANCE

Section 19.01 The City will continue to provide medical health insurance coverage to regular full-time employees and their dependents upon the same terms accorded to employees of the City not within the bargaining unit described herein. The City and City administration retains the right to change insurers or insurance policies whenever such actions are deemed appropriate. Coverage under the medical health insurance shall terminate whenever an employee's seniority and employment relationship terminates under this Agreement. Employees on layoff or any leave of absence or absence of more than thirty (30) days duration shall be required to pay the costs of maintaining their insurance coverage should they elect to maintain their coverage.

Section 19.02 The monthly premium charge for maintaining a medical or health insurance plan and coverage for regular full-time employees and their dependents shall be shared as follows:

- (a) the City shall pay or contribute eighty-four percent (84%) of such cost;
- (b) the employee shall pay or contribute sixteen percent (16%) of such cost.

Upon authorization, the City will deduct the employee's payment from his/her paycheck each month, but each employee shall have the sole responsibility for submission of any required premium payments to the City in advance to insure continuation of coverage, and the City shall assume no responsibility for the employee's failure to make such payment and any lapse of coverage resulting from it.

Section 19.03 Health Plan Committee. The City agrees to form during the first year of this contract a citywide health planning committee consisting of members of the City Council and at least one (1) employee from each bargaining unit with a collective bargaining agreement with the City and at least one (1) department head or supervisor. Each bargaining unit shall appoint the member from that unit. The committee shall be advisory in nature and will be intended to work with the City Council in developing cost containment strategies for the Employee Health Care and Benefit Plan. The City Council shall provide the chief steward of the FOP with copies of all healthcare plan financial data as are made available from time to time to the City Council. Attendance at meetings of the health plan committee shall be non-paid and the member appointed by the FOP may be released from duty to attend meetings, subject to the needs of the department, and upon request to the chief. Failure of the chief to release the member to attend shall not be a violation of this provision of the contract, however.

ARTICLE 20
CONTRACTED WORK

Section 20.01 The Employer may contract out work as long as such contracting out does not result in either layoff or part-timing of employees.

The present practice requiring authorization by the Police Chief before employees may contract with third parties for outside employment shall remain in effect.

Section 20.02 There shall be no restriction or limitation of any nature on the work, or the circumstances under which any supervisory employees within the Police Department shall perform any work for the Police Department. The working of any supervisory employees shall not cause the layoff of any bargaining unit employees.

Section 20.03 The City shall retain authority to enter into such mutual assistance agreements, joint or cooperative programs, or other arrangements, as it finds appropriate.

ARTICLES 21
WAGES

Section 21.01 During the term of this Agreement, the annual base salary for the Police Department shall be as shown on the wage schedule attached to this Agreement as “Appendix A”, and incorporated herein by reference. The base hourly wage rate for calculation of overtime, and/or payment of any fringe benefit at an hourly rate, shall be calculated by dividing the annual salary by 2080 hours.

Evaluations and incremental step increases provided for under the established schedule for the pay grades shall be implemented in accordance with “Appendix A”.

The City administration shall retain the authority to grant individual employees increases above the rates provided upon the recommendation of the Department Head.

The City administration shall retain the authority to create new jobs and to establish the applicable hourly wage rate for such new jobs, provided the City will give notice to, and consult with, the union before implementing such wage rates, however, the City may thereafter unilaterally install such wage rates and its actions shall not be subject to the grievance-arbitration procedures of this Agreement.

Section 21.02 The City shall retain the authority to assign employee within the bargaining unit to any duties, work or jobs within the Police Department the employee is qualified to perform whenever operational requirements require.

Section 21.03 Temporary Assignment Pay. Any officer temporarily assigned to work a position classification (i.e. designated Officer in Charge) or rank, which is a higher rate of pay, where the officer’s responsibilities are the same as that position or rank, shall be compensated at the rate of one(1) hour overtime for the shift worked at the position or rank.

The designated Officer in Charge must function as watch commander for at least three (3) hours of the shift to qualify for temporary assignment pay.

Section 21.04 Education Pay and Military Pay.

An employee who possesses an associate degree from an accredited college or university shall receive an annual education bonus in the amount of \$300.00, payable on November 1 of each year. An employee who possesses a bachelor’s degree from an accredited college or university shall receive an annual bonus in the amount of \$600.00 payable on November 1 of each year. An employee who possesses an honorable discharge from active duty military service of the United States shall receive an annual military bonus in the amount of \$400.00, payable on November 1 of each year. The education and military bonuses provided by this Section shall not be included in nor added to the base pay of the employee, nor shall an employee be entitled to both an education and military bonus, but a person who possesses both a degree and an honorable discharge shall be entitled to the higher of the 2 bonus amounts.

Section 21.05 Deferred Compensation. Employer will make available to employees a deferred compensation plan. Upon completion of the probationary period, any employee shall be entitled to participate in the plan, and the Employer will match and contribute to the plan amounts in accordance with the following table:

| YEAR OF ELIGIBILITY | MAXIMUM EMPLOYEE DEFERRAL AMOUNT ELIGIBLE FOR MATCH | MAXIMUM AMOUNT OF EMPLOYER MATCHING CONTRIBUTION |
|-------------------------------------|---|--|
| 1 ST YEAR OF ELIGIBILITY | minimum of 1.0% of annual base wage | maximum of 0.5% of annual base wage |
| 2 ^{NE} YEAR OF ELIGIBILITY | minimum of 1.5% of annual base wage | maximum of 0.75% of annual base wage |
| 3 RD YEAR OF ELIGIBILITY | minimum of 2.0% of annual base wage | maximum of 1.0% of annual base wage |

Employer shall not be required to match any contribution of an employee if the employee elects to defer, in any year, less than the minimum amount specified by column two of the above table. The deferred compensation plan established for employees by this Section is intended to be in lieu of any obligation of Employer to contribute to healthcare plan costs of retired employees.

Notwithstanding the provisions of this Section, any person employed on May 1, 2002 within the unit will, upon completion of any probationary period, be considered within the third year of their eligibility and entitled to participate in the deferred compensation plan at that deferral amount and matching contribution level.

ARTICLE 22
HOURS AND OVERTIME

Section 22.01 This Article is intended to define the normal schedule of work for employees covered by this Agreement, and establish the basis for calculation of overtime. This Article shall not be construed as a guarantee of hours of work per day, work period, month, or year, and is not intended to establish a right to compensation in any form for time not worked, except as expressly provided in this Article. There shall be no pyramiding of compensation provided for this Agreement, and overtime compensation shall not be paid more than once for the same hours under any provision of this Agreement.

Section 22.02 Both parties to this Agreement recognize that the Police Department is intended to operate twenty-four (24) hours per day in each and every day of each year.

The City shall retain the right to continue operating upon a twenty-eight (28) day normal work period and cycle, or to adopt and establish a new normal work period and cycle of less than twenty-eight (28) days, provided, however, that the City shall not require employees to work more than the mathematical equivalent of one hundred and sixty-eight (168) hours in a twenty-eight (28) day cycle without payment of overtime compensation, and shall continue to pay employees overtime at a rate of one and one-half (1.5) times the regular hourly base rate for all hours actually worked in excess of the employee's established schedule during any established normal work period and cycle. The normal workday for employees shall be an eight (8) hour day, unless mutually agreed otherwise. During the regular work cycle of twenty-eight (28) days, twenty-one (21) days shall be scheduled duty days, and seven (7) days shall be scheduled as days off, unless mutually agreed otherwise. It is recognized and agreed that where an employee's scheduled shift begins on one calendar day and continues into the succeeding calendar day, all hours worked shall be deemed to have been worked in the day on which the shift begins.

Where either party desires to change the scheduling of employees, the party desiring the change shall submit its request to the other party. If the parties agree upon a change of scheduling, the change may be established, provided, however, that if either party thereafter withdraws its agreement upon the changed schedule, scheduling will be returned to the manner provided above.

Once the schedule for a particular normal work period and cycle has been established for all employees in the department, the schedule of individual employees will not be changed except upon notice to the affected employee(s) twenty-four (24) hours in advance unless the change is made as a result of emergency conditions or absences which could not be anticipated when the schedule was made. To accommodate employees, the City agrees that employees will be allowed to exchange scheduled shifts upon authorization of the Chief of Police or his designee, provided, however, that the shifts exchanged arise within the same regular work period and cycle and the exchange does not result in any overtime hours worked.

Where, as part of a change in his schedule, the employee is required to work two shifts back to back with less than eight (8) hours between the shifts, the employee will be paid overtime of one and one-half (1.5) time for the second eight (8) hour shift worked.

Section 22.03 Break and Meal Periods. Due to the nature of police work, the parties recognize it is not always possible for employees to enjoy an uninterrupted break or meal period. Employee will be allowed thirty (30) minutes for meal and/or break periods during each four (4) hour period scheduled or worked, but the employee shall be immediately available to respond to dispatched calls and situations requiring immediate response. Meal and break periods shall be arranged by the Department Head, operations commander, or watch commander in the manner most compatible with department operations and activity. No additional compensation will be paid where an employee, because of the immediate requirements of the department, does not have the opportunity to utilize his meal or break period(s) during a particular shift, or is interrupted during such use.

Section 22.04 Compensatory Time. In lieu of paid overtime compensation as provided in this Article, employees may elect to accumulate compensatory time credit to be taken as additional time off on a basis on one and one-half (1 ½) hours of time off for each hour of overtime, as defined above, worked and accumulated as compensatory time. However, no employee shall be authorized or allowed to accrue or accumulate compensatory time credit in excess of one hundred twenty (120) hours, and any Employee having accumulated compensatory time credit equaling the maximum allowed shall thereafter be paid for overtime hours worked until his compensatory time credit has been partially or fully utilized or reduced by payment. The City reserves the right to pay employees for overtime work in lieu of authorizing compensatory time credit to be accrued, and to pay any employee at his then current hourly base wage rate for any accrued compensatory time credit to reduce or eliminate any balance outstanding at the end of any fiscal year.

Employees having accumulated compensatory time credit shall be allowed, upon request made a reasonable period in advance, to utilize the accumulated compensatory time to take time off work with pay, provided the employee's request for compensatory time off will not require or result in additional overtime, and the Chief of Police will attempt to accommodate each employee's request for use of compensatory time credit to the extent possible so long as the request will not unduly disrupt the department's operations. For absences of less than two (2) consecutive scheduled work days, a reasonable period in advance shall constitute a minimum of forty-eight (48) hours notice in advance, while for absences of two (2) consecutive scheduled work days or longer, a reasonable period in advance shall constitute a minimum of forty-eight (48) hours notice in advance of the posting of the schedule for the period in which the time off is to be taken. Employees who have accumulated compensatory time credits may, upon written request, receive overtime pay in lieu of compensatory time off for their accumulated compensatory time credit, and will be paid at the employee's hourly base wage rate existing at the time of the employee's request. Any employee terminating employment will be paid the monetary equivalent of accrued, unused compensatory time credit as part of his final compensation, and shall be paid at the employee's hourly base wage rate immediately preceding termination, or an average of the employee's regular hourly base wage rate during the three (3) year period prior to termination, whichever is greater.

Section 22.05 Insofar as it is practical, the Employer will attempt to distribute scheduled overtime work equitably among employees within the department to the extent such employees

are qualified to perform the duties required to be performed on overtime, and customarily perform such duties during their regular schedule.

Section 22.06 With respect to unscheduled or emergency overtime opportunities, other than overtime required at the end of an employee's scheduled shift to complete work begun during the shift or needed before the employee can be released from duty, the Employer will attempt, to the extent it is practical, to distribute available overtime opportunities equally among the employees within the department to the extent the employees are qualified to perform the duties required to be performed on overtime, and customarily perform such duties during their regularly scheduled work. Any errors in the distribution or assignment of unscheduled overtime or overtime opportunities shall be remedied and corrected by assignment or offer of unscheduled overtime opportunities to the affected employees on the next occasion unscheduled overtime is required.

It is hereby recognized and agreed that the Chief of Police or Department Head shall have the right to require overtime work, and employees may not refuse overtime assignments when directed to work. All employees in the unit shall be required to maintain a telephone in their home by which they may be contacted.

Each department or division shall maintain an annual list of the unscheduled overtime opportunities worked or declined by employees, which list shall be updated and posted monthly, and used to assign and distribute further unscheduled overtime opportunities. Where an employee declines unscheduled overtime opportunities, the employee shall be charged with the actual hours of overtime opportunity declined. In addition, the Department Head's only obligation shall be to attempt to contact any employee to be offered overtime opportunities by telephone, and any employee who cannot be reached by telephone or who fails to answer shall be charged with an overtime opportunity declined.

Section 22.07 Court Time. Employees who would be off duty shall, for hours during which they are required to appear as a witness in court or before the grand jury, in an official capacity, be paid at the overtime rate of pay for all hours actually spent in court or before the grand jury from the time set for the employee's appearance until the trial or hearing is finished for the day and the employee is excused. Employees shall, however, receive a minimum of two (2) hours at the time and one half (1½) rate of pay for each day the employee is required to appear on a day off, provided the employee shall file a report of his actual hours spent on each appearance. Any appearance fee paid to the employee when he appears in an official capacity as a police officer on behalf of the City of Rock Falls shall be surrendered to the City. The foregoing shall not include any proceeding in which the employee is an interested party to the proceeding, or to any proceeding in which the employee or the Labor Council is an adverse party to the City.

Section 22.08 Callback. A callback is defined as an official assignment of work (not voluntarily assumed) which does not continuously precede or follow an employee's regularly scheduled working hours. Any employee responding to a callback shall be paid a minimum of two (2) hours pay at his overtime rate, regardless of the length of time required, and shall be paid for all hours actually worked as a result of callback.

Section 22.09 Detective On Call. Officers assigned as a detective and placed “on call” shall be paid three (3) hours per week at one and one-half (1 ½) times their normal rate of pay for the period that they are assigned the “on call” status. This pay is in addition to their regular rate of pay and any other compensation that they are entitled to according to this Agreement.

Section 22.10 Residency Requirement.

- (a) All employees within the Police Department unit hired after May 1, 1990, and all Police Department employees covered by this contract presently employed by the City shall be required to become and shall remain resident of the city or be subject to paragraph (b) below. Employees who were employed and who had not established and maintained a residence with the City prior to this Agreement, shall not be required to do so, so long as they continue to reside at their established existing residence, but shall be subject to paragraph (b) below should they elect to change their residence after the date of this Agreement.

For purposes of this provision, the City shall be defined to include those areas incorporated within the City limits, and the area on the south side of the Rock River and with the Fire Protection District now being served by the Rock Falls Fire Department.

- (b) All employees subject to and covered by this Agreement, who reside outside the provisions as determined in paragraph (a) of this Section shall respond to any callback made for any off-duty alarm or emergency call within thirty (30) minutes of the time when notice is given to the employee to report for such callback. Any employee failing to respond within said thirty (30) minute period shall cause the employee to be subject to disciplinary action as in other cases provided for in this Agreement. Employer shall notify the union of each instance of failure to timely respond, including the name of the employee. Employer shall maintain a record of call-outs made and response time thereto by employees and shall provide a copy of the record to union and the Chairman of the Labor Committee from time to time.

Section 22.11 Shift Differential. Any employee assigned to work a fixed, non-rotating shift, where the majority of the hours of the shift are after 3:00 p.m. and before 7:00 a.m. shall receive an additional \$0.20 per hour for all shifts worked, added to their hourly rate. The shift differential shall not apply to shifts worked under a temporary assignment to day watch.

Section 22.12 Field Training Officer Pay. Any officer assigned to the position of field training officer shall receive one (1) hour pay per day for each day they are assigned a trainee.

Section 22.13 Overtime Distribution. In the event of a shift vacancy for any reason that the Employer determines to fill the following procedure shall be utilized:

- (a) Should a vacancy occur within the bargaining unit for any reason, the overtime assignment shall be offered to the employees first on a seniority basis;
- (b) Overtime shall be distributed as equally as possible among those employees qualified to perform the work. Overtime shall be offered on a rotation based on seniority. The most senior employee, who is both qualified and available to work shall have the first opportunity to accept or decline a maximum of one (1) work period of overtime. Once accepted or declined, the next most senior employee will be eligible for the next work period of overtime. This pattern will repeat itself until the least senior employee accepts or declines one (1) work period. Once all qualified employees have had an opportunity for one (1) work period of overtime the process shall repeat itself. For the purposes of this provision, contact by telephone with no answer shall be considered as a declined overtime period;
- (c) When employees are contacted for the purpose of filling a shift vacancy, they shall remain available for a return call, provide the dispatch center with a telephone number where they can be reached or call back at a specified time in the event that the vacancy can not be filled on a voluntary basis;
- (d) If all employees decline the voluntary overtime, a command officer shall assign overtime in inverse rotating seniority for all those qualified to perform the duties. The maximum ordered overtime for one (1) employee during a rotation shall be one (1) work period;
- (e) In the event of multiple vacancies, (e.g. five open shifts) the most senior officer shall be advised of all open shifts for their preference, the remaining days shall then be offered to the second most senior officer and so on until all the shifts are filled on a voluntary basis.

ARTICLE 23
EMPLOYEE DISCIPLINE AND DEMOTION

Section 23.01 Standards of Discipline. The parties recognize that employees covered by this Agreement are officers of the municipality, charged by law with special powers, duties and responsibilities, and are subject to the Fire and Police Commission Act, 65 ILCS 5/10-2.1-1 et seq., and particularly Section 10-2.1-17 thereof, which specified inter alia, that the employees may not be removed or discharged except for cause or just cause, which term has been consistently defined by the Illinois Courts as “some substantial shortcoming which renders the employee’s continuance in office or employment in some way detrimental to the discipline and efficiency of the public service and which the law and sound public opinion recognize as a good cause for the employee no longer occupying his or her position.” All disciplinary actions regarding employees shall be in accordance with departmental rules, regulations, order and procedures, and applicable state laws concerning discipline of law enforcement officers, consistent with the standard defined above.

Section 23.02 The parties recognize the tenets of progressive and corrective discipline, and agree to their use where appropriate. However, where the seriousness of an employee’s actions or infractions warrant it, dismissal or suspension outside the progression shall be recognized as an appropriate disciplinary response and consistent with the concept of cause or just cause. Demotion shall not be a prerequisite to suspension or discharge. In employing the tenet of progressive, corrective discipline, it is also recognized that all aspects of performance are to be considered, since infractions which standing alone might warrant less severe discipline, may, when viewed cumulatively, demonstrate more serious corrective disciplinary measures are required.

Consistent with the foregoing, disciplinary actions shall take one of the following forms:

- oral reprimand (documented in writing)
- written reprimand
- demotion
- suspension from duty
- discharge

The City shall notify the employee of the disciplinary action imposed in writing (except for oral reprimands), which notice should identify the basis for the disciplinary action, and the standards which should guide the employee in the future to avoid more severe discipline. A copy of such written notice shall also be provided to the Labor Council.

Section 23.03 Employees shall have the right to representation by a Labor Council representative upon request at any disciplinary interview which could reasonably result in the imposition of disciplinary action, provided, however, that the unavailability of a Labor Council representative will in no way delay the imposition of discipline.

ARTICLE 24
SAFETY

Section 24.01 The City and the Labor Council agree to establish a joint safety committee composed of two (2) representatives appointed by each party for the purpose of studying safety issues, and making recommendations to the City administration concerning rules governing safe work practices and a safety program. The safety committee shall meet at least six (6) times per year, on a bi-monthly basis. Any safety rules or safety program recommended by the joint safety committee shall be referred to the appropriate committee of the City Council for its study and review, and shall be subject to the approval of the City Council.

Section 24.02 It is recognized that the Department Head and the immediate supervisor in each department are responsible for insuring employee compliance with any safety rules and standards. Employees shall be obligated to comply with any existing safety rules and standards established for the job, and to cooperate with the Department Head and/or supervisor in order to insure the safe performance of every job.

No employee shall be required to use equipment designated by the Labor Council and the Employer to be defective because of disabling condition until that condition has been repaired.

Section 24.03 Injury in Line of Duty. The Employer agrees to comply with all provisions of 5 ILCS 345/1 as now in effect, or as may from time to time be amended.

Employees agree to comply with all provisions of the aforesaid law.

Section 24.04 Indemnification.

- A. **Employer Responsibility.** The Employer shall adhere to applicable provisions and conditions set forth in 65 ILCS 5/1-4-6. The maximum amount of liability shall be the amount set forth in 65 ILCS 5/1-4-6 or the liability insurance limit, whichever is greater.
- B. **Legal Representation.** Employees shall have legal representation by the Employer in civil cause of action brought against an officer resulting from or arising out of the performance of duties, pursuant to 65 ILCS 5/1-1-6.
- C. **Cooperation.** Employees shall be required to cooperate with the Employer during the course of the investigation, administration, or litigation of any claim arising under this Article.
- D. **Applicability.** The Employer will provide the protections set forth above, so long as the officer is acting within the scope of his employment and where the officer cooperates, as defined in paragraph entitled "Cooperation", with the Employer in defense of the action or actions claimed, provided the City assumes no obligation to indemnify any employee for intentional or willful and wanton misconduct, or for any punitive damages for which the employee is found liable.

Section 24.05 Clothing Allowance. The Employer shall provide each employee with an initial issue of required uniforms and equipment. Any cost that results in changes initiated by the employer with respect to changes or additions of required standard uniforms and equipment shall be born by the Employer, unless requested by the F.O.P.

Uniformed officers shall be granted an allowance of five hundred twenty-five dollars (\$525.00) a year per officer for the replacement of uniforms due to normal wear and tear. Officers assigned to work in assignments that require the regular wearing of plain clothes shall be granted an allowance of five hundred twenty-five dollars (\$525.00) a year per officer for the purchase of said clothing items to be handled in quartermaster fashion.

The Employer agrees to defray the reasonable and functional replacement or repair of an officer's personal effects which are necessary or appropriate for performance of that officer's duty. Such repair or replacement shall be functional, and any costs beyond that attributable to the duty related damage shall be the responsibility of the officer.

In addition to the clothing allowance hereinabove, the City agrees to replace protective vest at a 25% and 75% cost sharing when they wear out or the life expectancy expires, 25% from clothing allowance of the officer and 75% from Police Department line item budget and an officer who has not expended all of the uniform allowance stated in this section may carry over the unused portion to be applied to the officer's 25% portion of the protective vest cost in a later year.

ARTICLE 25
TRAINING

Section 25.01 General Policy. The City understands the need for training for all employees. Training shall be provided insofar as it is economical to do so and insofar as such training does not adversely affect and interfere with the orderly performance and continuity of services with the Police Department. Training shall be scheduled by the Chief of Police or his designee. Employees will attend training sessions as assigned by the City. Employees covered by this Agreement and assigned to attend training sessions as assigned by the City. Employees covered by this Agreement and assigned to attend required training sessions that extend beyond the hours of a normal work week shall be paid in accordance with the requirements of this Agreement.

Section 25.02 Access to Training. The Chief of Police shall generally encourage reasonable access to training opportunities to the extent that operational requirements of the department permit. The Labor Council shall be given an opportunity, upon request, to offer suggestions to the Chief on ways to improve access to training opportunities.

ARTICLE 26
LABOR-MANAGEMENT CONFERENCES

Section 26.01 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 Labor Council representatives and responsible administrative representatives of the Employer. Such meetings shall be held at mutually agreeable times and locations. The party requesting a "Labor-Management Conference" shall make the request in writing to the other party and provide the agenda for such meeting.

Such meetings shall be limited to:

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

The Employer and the Labor Council 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 Rock Falls. To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

Section 26.02 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.

Section 26.03 Finance Committee Membership. The City agrees to create, as a non-voting member, a position on the finance committee of the City Council, said position to be filled by a representative from the Union, and the person to be designated by the Union. All materials presented to the finance committee will be provided to the Union for use by the person occupying the non-voting position, and in addition, any and all other financial materials of the City which would otherwise be available through a Freedom of Information Act request will be made available one time, at the request of the Union, to such non-voting member, without necessity for filing a Freedom of Information Act request. The non-voting member shall be entitled to attend all finance committee meetings, and the Union shall be given notice of the time and place of said meetings by delivery by the City Clerk to the mailbox of the Union located within the department, but provided that the member attending shall only attend during off-duty hours, or may be released from duty, without pay, by the chief of the department. The chief shall not be obligated to release an employee to attend a finance committee meeting, but may do so, subject to the needs of the department. The non-voting member of the committee shall be entitled to participate in all discussions of the finance committee.

ARTICLE 27
OTHER REIMBURSEMENT ITEMS

Section 27.01. Funeral Expense for Death in Line of Duty. The City shall pay or reimburse the estate of an officer killed in the line of duty for all reasonable funeral and burial expenses of the officer, to a maximum of Ten Thousand Dollars (\$10,000.00), reduced by any amounts paid or received under the Illinois Workers' Compensation act for such expense.

Section 27.02. Meal and Overnight Expense Allowance. Meal expenses incurred by an employee for attendance at classes, court, training sessions or for employer business at locations more than ten (10) miles from the City and lasting more than four (4) hours shall be reimbursed to a maximum of \$10.00 for each morning or midday meal and \$20.00 for each evening meal. No alcoholic beverage purchase shall be reimbursed. Reasonable written evidence of the meal expenditure shall be provided by the employee at the time of the request for reimbursement, but provided that if the employer provides advance allowance for extended away-from-city attendance, the evidence will be submitted by the employee upon return.

ARTICLE 28.
Voluntary Separation from Service.

Section 28.01. An employee with less than eight (8) years service in the police department desiring to voluntarily resign or leave service as an employee shall provide to the employer written notice of such intent to resign at least fourteen (14) days in advance of the effective date of the resignation. An employee who fails to provide such notice shall forfeit the right to be paid for any accrued but unused vacation time and for unused sick leave under Section 15.04. Voluntary resignation shall not include an employee whose employment is to be terminated due to illness or injury. For these purposes, an employee shall not be considered as "resigning in good standing" if any discipline proceeding directed toward the employee is pending which was commenced at the time of or prior to the giving of notice of that employee's election to resign.

Signatures appear on the next page hereof.

Signed on behalf of the City of Rock Falls, Illinois and Illinois Fraternal Order of Police Lodge, F.O.P. Labor Council No. 215 this _____ day of _____.

City of Rock Falls, Illinois, Employer

Illinois Fraternal Order of Police Labor Council

By: _____
Mayor

By: _____
Field Representative

Attest: _____
City Clerk

MEMBER, BARGAINING COMMITTEE

MEMBER, BARGAINING COMMITTEE

APPENDIX A

A.) The annual base salaries of employee within the position of police/patrol officers covered by this Agreement shall be:

| Grade | 1-May-13 | 1-May-14 | 1-May-15 | 1-May-16 |
|-------|--------------|--------------|--------------|--------------|
| 1 | \$ 37,646.25 | \$ 38,399.18 | \$ 39,167.16 | \$ 40,146.34 |
| 2 | \$ 39,165.36 | \$ 39,948.67 | \$ 40,747.64 | \$ 41,766.33 |
| 3 | \$ 40,683.37 | \$ 41,497.04 | \$ 42,326.98 | \$ 43,385.16 |
| 4 | \$ 42,201.44 | \$ 43,045.47 | \$ 43,906.38 | \$ 45,004.04 |
| 5 | \$ 43,719.46 | \$ 44,593.85 | \$ 45,485.73 | \$ 46,622.87 |
| 6 | \$ 46,346.26 | \$ 47,273.19 | \$ 48,218.65 | \$ 49,424.12 |
| 7 | \$ 46,657.31 | \$ 47,590.46 | \$ 48,542.26 | \$ 49,755.82 |
| 8 | \$ 46,968.37 | \$ 47,907.74 | \$ 48,865.89 | \$ 50,087.54 |
| 9 | \$ 47,279.42 | \$ 48,225.01 | \$ 49,189.51 | \$ 50,419.24 |
| 10 | \$ 47,590.48 | \$ 48,542.29 | \$ 49,513.13 | \$ 50,750.96 |
| 11 | \$ 48,542.28 | \$ 49,513.12 | \$ 50,503.39 | \$ 51,765.97 |
| 12 | \$ 49,755.82 | \$ 50,750.94 | \$ 51,765.96 | \$ 53,060.11 |
| 13 | \$ 50,999.73 | \$ 52,019.73 | \$ 53,060.12 | \$ 54,386.63 |

Advancement within the grades provided herein shall not be automatic, and instead is contingent upon the individual's satisfactory performance and evaluation and attainment of the achievements required for advancement outlined below.

Grade Level 1 - Entry Level.

Employee must successfully complete Basic training, obtain certification by the State of Illinois and successfully complete their probationary period. Minimum twelve (12) months.

Grade Level 2.

Completion of Grade 1, plus while in Grade 2, twelve (12) months of satisfactory performance.

Grade Level 3.

Completion of Grade 2, plus while in Grade 3, twelve (12) months of satisfactory performance. Successful completion and certification of a twenty-four (24) hour or longer "Certified" training course.

Grade Level 4.

Completion of Grade 3, plus while in Grade 4, twelve (12) months of satisfactory performance, and completion of an additional twenty-four (24) hours or longer advanced "Certified" training course.

Grade Level 5.

Completion of Grade 4, plus while in Grade 5, twelve (12) months of satisfactory performance, and completion of an additional twenty-four (24) hours or longer advanced “Certified” training course.

Grade Level 6.

Completion of Grade 5, plus while in Grade 6, twenty-four (24) months of satisfactory performance, and completion of an additional twenty-four (24) hours or longer advanced “Certified” training course.

Grade Level 7.

Completion of Grade 6 plus while in Grade 7, twenty-four (24) months of satisfactory performance.

Grade Level 8.

After twenty-four (24) months satisfactory performance at Grade Level 7.

Grade Level 9.

After twenty-four (24) months satisfactory performance at Grade Level 8.

Grade Level 10.

After twenty-four (24) months satisfactory performance at Grade Level 9.

Grade Level 11.

After twenty-four (24) months satisfactory performance at Grade Level 10

Grade Level 12.

After twenty-four (24) months satisfactory performance at Grade Level 11.

Grade Level 13.

After twenty-four (24) months satisfactory performance at Grade Level 12.

In the event that a twenty-four (24) hour or longer “Certified” training course is not offered to an officer, the training criteria will be waived for the current grade. Whenever access

to training to obtain any certification required for advancement was not reasonably available to the employee, or in the discretion of the Police Chief, a postponement of the certification requirement should be granted to the employee based upon satisfactory progress toward attaining the required certification, an employee shall advance to a higher step before completing requirements for and obtaining the certifications required for advancement.

It is agreed that Employees who are due a step increase shall receive their step increases on their anniversary date of hire each year as applicable.

Satisfactory performance shall consist of two consecutive performance evaluations containing less than three (3) ratings of "Needs Improvement".

Personnel receiving an evaluation containing three (3) or more ratings of "Needs Improvement" shall be re-evaluated monthly for a period up to three (3) months.

B). Effective May 1, 2013, the Annual Base Salaries of employees promoted to the rank of Sergeant shall be \$5,000.00 above the annual base pay for police/patrol officers, but provided that if any officer is promoted to Sergeant before reaching Grade Level 6 as patrol officer, the Annual Base Salary for that officer shall be \$5,000.00 above Grade Level 6.

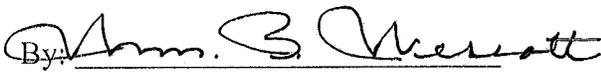
C.) LONGEVITY STEPS;

1). Effective May 1, 2013 and thereafter, the base pay of an employee with twenty-five (25) or more years of service shall be increased, effective with the first paycheck after attainment of 25 years of service, in the amount of \$1,500.00.

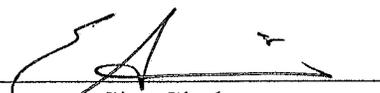
2). Effective May 1, 2013 and thereafter, the base pay of an employee with thirty (30) or more years of service shall be increased, effective with the first paycheck after attainment of 30 years of service, in the amount of \$2,500.00.

Signed on behalf of the City of Rock Falls, Illinois and Illinois Fraternal Order of Police Lodge, F.O.P. Labor Council No. 215 this 8th day of April, 2016.

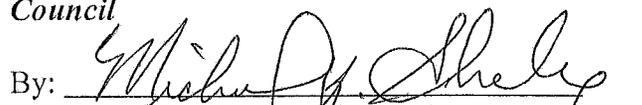
City of Rock Falls, Illinois, Employer

By: 
Mayor

Attest:


City Clerk

Illinois Fraternal Order of Police Labor Council

By: 
Field Representative


MEMBER, BARGAINING COMMITTEE

MEMBER, BARGAINING COMMITTEE

APPENDIX B
K-9 OFFICER

Section B-1 - Care and Maintenance

Any officer who volunteers to be canine officer for the department shall be paid two hundred dollars (\$200.00) per month as compensation for care, maintenance and grooming of the dog. It is understood and agreed by the parties that canine officer shall be a voluntary assignment, and that the department is not and shall not direct and assign an officer to canine duties without the officer's voluntary consent. It is also understood and agreed that the manner of providing care, maintenance and grooming for the dog shall be determined solely in the discretion of the officer volunteering as canine officer, and the Employer shall not have any direction or control over the manner, amount of time or methods employed by the officer in the care, maintenance and grooming of the dog. The officer serving as canine officer shall be entitled to contract with other persons for the care, maintenance or grooming of the dog, and the amount to be paid by this paragraph shall not be reduced if the officer elects to contract with others for such care, maintenance and grooming.

Section B-2 – On Duty Care and Maintenance

In addition to the amounts specified by paragraph B-1, an officer volunteering to serve as canine officer shall be allotted a minimum of one-half (1/2) hour of each duty day to allow for time spent during the duty day for the care, maintenance and grooming of the dog.

Section B-3 – Food, Shelter and Medical Costs

In addition to the amounts provided for in Sections B-1 and B-2, the Employer shall reimburse employee for the cost of providing a kennel and shelter and other related upkeep expenses and bedding in order for the officer to kennel and shelter the dog at the officer's residence. The Employer shall also reimburse the employee for all food, including treats and chew bones, and for reasonable and customary veterinary costs incurred by the officer in the feeding and medical care of the dog. The officer shall submit vouchers as frequently as the officer desires for reimbursement for expenses incurred, but the Employer may determine to provide to the officer an advance draw amount each month to provide advance funding of anticipated expenses for which reimbursement is offered. The officer shall submit to the Chief of the department, or his designee, at least monthly, copies of invoices and other documents in support of amounts for which reimbursement is sought under this paragraph.

Section B-4 - Liability

The Employer shall assure that all public liability insurance maintained by the Employer insures against the individual liability of the officer volunteering as canine officer, and further the Employer shall indemnify the officer against damages claimed by other persons arising from any and all acts of the dog.

Section B-5 - Status Compensation

Nothing in this Agreement shall alter the obligation of Employer to compensate the officer volunteering as canine officer for call-out and standby assignments, all in accordance with the Collective Bargaining Agreement.

Section B-6 - Boarding

In order to permit the officer volunteering to serve as canine officer to take vacations or otherwise be absent from his home, then, in addition to other amounts specified in this Agreement, the Employer shall reimburse the officer for the reasonable expense incurred by the officer in boarding the dog at a kennel facility during such absences from home. The officer shall be entitled to be reimbursed for kennel fees for a maximum number of days equal to the total number of vacation days to which the officer is entitled for that year, plus eight (8) additional days. Verification of and invoices for the boarding expense incurred shall be submitted by the officer together with the request for reimbursement.

Section B-7 - Overtime Distribution

Call-out of the officer may be made by the Employer when the officer is off-duty, without the call-out constituting a violation of any provision of the collective bargaining agreement for "Overtime Distribution" so long as the services being performed during the call-out requires the use of the Canine Unit (i.e. building search, vehicle search, drug searches or any other event whereby prudent law enforcement practices recommend the use of a dog). Call-out of the canine officer for specific dog use shall not cause the officer volunteering for canine duties to be ineligible for other overtime opportunities pursuant to the overtime distribution provisions, and any call-out of the officer volunteering for canine duties for the specific use of the dog shall be considered as outside the regular overtime distribution assignments.

Section B-8 - Damaged Property

Any property damaged by the dog shall be replaced according to the provisions of Repair and Replace of this Agreement.

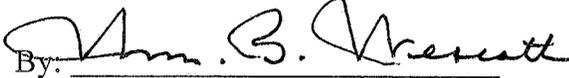
Section B-9 – Personal Equipment

Any personal equipment approved for usage by either the Chief or his designee shall be subject to the provisions of B-8 above.

(Signatures appear on next page)

Signed on behalf of the City of Rock Falls, Illinois and Illinois Fraternal Order of Police Lodge, F.O.P. Labor Council No. 215 this 8th day of April, 2016.

City of Rock Falls, Illinois, Employer

By: 
Mayor

Illinois Fraternal Order of Police Labor Council

By: 
Field Representative

Attest: 
City Clerk

MEMBER, BARGAINING COMMITTEE

MEMBER, BARGAINING COMMITTEE

SIDE LETTER OF AGREEMENT

This Agreement is made and entered into as of this 21st day of June, 2016 by and between the City of Rock Falls, Illinois ("Employer") and Police Officers and Sergeants employed by the City of Rock Falls ("Employees"), represented by the Illinois Fraternal Order of Police Labor Council, as follows:

WHEREAS, a Collective Bargaining Agreement is currently in effect between Employer and Employees under date of May 1, 2016 and covering the period from May 1, 2016 through April 30, 2017; and

WHEREAS, under and by the terms of Section 22.09 of said Collective Bargaining Agreement, Officers assigned as a detective and placed "on call" shall be paid three (3) hours per week at one and one-half (1 ½) times their normal rate of pay for the period that they are assigned the "on call" status. This pay is in addition to their regular rate of pay and any other compensation that they are entitled to according to this Agreement; and

WHEREAS, the parties have engaged in discussion relating to a modification of this clause and desire to effectuate the same, without causing a reopening of the entire Agreement.

NOW, THEREFORE IT IS AGREED as follows:

1. Section 22.09 of the Collective Bargaining Agreement, as originally adopted, shall be considered deleted and withdrawn effective with the date of this Side Letter Agreement.

2. In place of the withdrawn paragraph a new section 22.09 shall be inserted, which shall read as follows:

Officers and Sergeants assigned as Detective shall be paid two (2) hours per week at one and one-half (1 ½) their normal hourly rate of pay as long as they are at such assignment. This pay is in addition to their regular rate of pay and any other compensation that they are entitled to according to this agreement.

3. Implementation shall not be retroactive to May 1st, but only apply on a going forward basis from the date this Side Letter Agreement is signed by both parties.

4. The representatives of the Employer and Employees executing this Side Letter of Agreement each represent to the other that the terms and provisions of this Agreement have been ratified and approved by their respective principals.

5. All other provisions of the Collective Bargaining Agreement shall remain in effect.

6. This Side Letter of Agreement shall terminate and expire upon the effective date of the new Collective Bargaining Agreement that replaces or supersedes the current one in effect.

Dated this 21st day of June, 2016

EMPLOYER:

Ann. B. Vescoth
By: _____
MAYOR
Title

EMPLOYEES:

MADJ
By: _____
Pres. FOP
Title

ATTEST:

EA

FOP LABOR COUNCIL

By: *Michael D. Shely*
_____ Title
Rep