

# ILLINOIS FOP LABOR COUNCIL

---

and

## CITY OF HERRIN

**Police Officers - Sergeant and below**

**May 1, 2020 – April 30, 2024**

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487  
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058  
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## **ARTICLE 1 - PREAMBLE**

This Agreement is entered into by and between the City of Herrin, an Illinois municipal corporation (herein referred to as "EMPLOYER"), and the Illinois Fraternal Order of Police Labor Council, representing Williamson County Lodge #197 (hereinafter referred to as the "LODGE").

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

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

## **ARTICLE 2 - RECOGNITION**

The Employer hereby recognizes the Lodge as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours, and all other terms and conditions of employment of all officers in the bargaining unit. The bargaining unit shall include:

INCLUDED: All full-time police officers in the rank of Sergeant and below

EXCLUDED: All other positions employed by the City of Herrin as well as all supervisory, managerial and confidential employees as defined by the Illinois Public Labor Relations Act

## **ARTICLE 3 - NON-DISCRIMINATION**

### **Section 3.1 Equal Employment Opportunity**

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

### **Section 3.2 Non-Discrimination**

Neither the Employer nor the Lodge shall discriminate against officers, and employment-related decisions will be based upon qualifications and predicted performance in a given position without regard to race, color, sex, age, religion, or national origin of the officer; nor shall the Employer or the Lodge discriminate against officers as

a result of activities on behalf of the Lodge or membership or non-membership in the Lodge, or the exercise of constitutional rights. The Employer and Lodge agree to comply with all applicable laws. Officers shall not be transferred, assigned, or re-assigned or have any of their duties changed for reasons prohibited by this section.

### Section 3.3 Use of Masculine Pronoun

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

## **ARTICLE 4 - DUES DEDUCTION**

### Section 4.1 Dues Deduction

Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Lodge dues and initiation fee, if any, set forth in such form and any authorized increases therein, and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Lodge in accordance with the laws of the State of Illinois. The Lodge shall advise the Employer of any increases in dues, in writing, at least thirty (30) days prior to its effective date.

### Section 4.2 Dues

With respect to any officer on whose behalf the Employer receives written authorization in a form agreed upon by the Lodge and the Employer, the Employer shall deduct from the wages of the employee the dues and/or financial obligation uniformly required and shall forward the full amount to the Lodge by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Lodge. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer during the fifteen (15) day period prior to the expiration of this Agreement.

### Section 4.3 Indemnification

The Lodge hereby indemnifies and agrees to save the Employer harmless against any and all judgments that may arise out of or by reason of any proper action taken by the Employer for the purpose of complying with the provisions of this Article.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

The Employer may exercise the following rights provided that no right is exercised contrary to or inconsistent with other terms of this Agreement:

1. To determine the organization and operations of the police department.
2. To determine and change the purpose, composition and function of each of its constituent departments and subdivisions.



3. To set standards for services to be offered to the public.
4. To determine the overall budget.
5. To create an organizational structure.
6. To select new employees, determine examination techniques for new employees and to direct the officers of the police department, including the right to assign work and overtime.
7. To suspend, demote, discharge and take other disciplinary action from relief of duty any officer for just cause.
8. To establish, implement, and maintain an effective internal control program.
9. Establish reasonable rules of personal conduct and will notify the employees and the Lodge within ten (10) days in advance of any new or modified rules of personal conduct.
10. Relieve employees from duties in accordance with Article 11, Layoff.
11. Determine the methods, means, and personnel by which such operations are to be conducted.
12. Take whatever action may be necessary to carry out the missions of the City in situations of emergency.
13. To determine reasonable schedules of work and establish the methods and processes by which the work is to be performed.

## **ARTICLE 6 - NO STRIKE**

### **Section 6.1 No Strike Commitment**

Neither the Lodge nor any officer will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage or the concerted interference with the full, faithful, and proper performance of the duties of employment with the Employer during the term of this Agreement. Neither the Lodge nor any officer shall refuse to cross any picket line, by whomever established.

### **Section 6.2 Resumption of Operations**

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

### **Section 6.3 Lodge Liability**

Upon the failure of the Lodge to comply with the provisions of Section 2 above, any agent or official of the Lodge who is an officer covered by this Agreement may be subject to the provisions of Section 4 below.

### **Section 6.4 Discipline of Strikers**

Any officer who violates the provisions of Section 1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any officer who participates in action prohibited by Section 1 above shall not be subject to the provisions

of the grievance procedure, except that the issue of whether an officer in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

### **ARTICLE 7 - RESOLUTION OF IMPASSE**

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act 5 ILCS 315/14, as amended.

The Employer and Lodge agree that any arbitration hearings shall be held in Herrin, Illinois, unless both parties agree otherwise.

### **ARTICLE 8 - BILL OF RIGHTS**

#### **Section 8.1**

If the inquiry, investigation, or interrogation of a law enforcement officer results in the recommendation of some action, such as transfer, suspension, dismissal, loss of pay, reassignment, or similar action which would be considered a punitive measure, then, before taking such action, the Employer shall follow the procedures set forth in 50 ILCS 725/1 et seq. of the Illinois Compiled Statutes. The law enforcement officer may be relieved of duty with pay pending filing of formal charges and may be relieved of duty without pay after formal written charges have been served on the officer. The officer shall have the right to be represented at such inquiries, investigations, or interrogations by a Lodge representative.

Officers shall have the right to have their discipline cases reviewed by the City of Herrin Police and Fire Commission as allowed for by the Commission rules, or reviewed through the grievance procedure specified in Article 9 of this Agreement. This choice-of-venue notification is to be made in writing to the Chief within five days of receiving notice of the pending discipline or disciplinary hearing, and is irrevocable. Probationary employees shall have no appeal rights of disciplinary proceedings.

Nothing in this Agreement shall be construed to limit, abrogate or interfere with the duties, rights, and responsibilities of the Board of Fire and Police Commissioners in hiring, firing or disciplining Patrolmen, except as set forth above. Further, nothing in this Agreement shall limit the Chief of Police from suspending a Patrolman up to thirty (30) days for just cause, except as set forth above.

Any patrolman so suspended may appeal to the Board of Fire and Police Commissioners for review of the suspension, and upon such appeal the Board may sustain the action of the Chief, may reverse it with instructions that the patrolman receive his pay for the period involved, or may suspend the patrolman for an additional period of not more than thirty (30) days or discharge him, depending upon the facts presented. Any patrolman affected shall have the right to any legal appeals to the appropriate court.

## ARTICLE 9 - DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

### Section 9.1 Definition of a Grievance

A grievance is defined as any unresolved difference between the Employer and the Lodge or any employee covered by this Agreement regarding the application, meaning or interpretation of this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act. The City and the Lodge agree that the terms of this Agreement shall supersede and replace all past practices which may in any way conflict with the terms of this Agreement.

### Section 9.2 Dispute Resolution

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

The employee shall make his complaint to his immediate supervisor. The supervisor will notify the employee of the decision within two working days following the day when the complaint was made. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his assigned work task, and complain later, unless the employee reasonably believes that the assignment endangers his safety.

### Section 9.3 Representation

Grievances may be processed by the Lodge on behalf of an employee or on behalf of a group of employees. The Employer may file contract grievances directly at Step 3, Section 8 of this Article. Either party may have the grievant or one grievant representing group grievances present at any step of the grievance procedure, and the employee is entitled to Lodge representation at each and every step of the grievance procedure upon his request.

Grievances may be filed on behalf of two or more employees only if the same facts, issues, and requested remedy apply to all employees in the group.

### Section 9.4 Subject Matter

Only one subject matter shall be covered in any one grievance. A grievance shall contain a statement of the grievant's position, the Article, and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature of the grieving employee(s) and the date.

### Section 9.5 Time Limitation

Grievances may be withdrawn at any step of the grievance procedure. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next Step, except Step 3. Time limits may be extended by mutual agreement.

### Section 9.6 Grievance Processing

No employee or Lodge representative shall leave his work assignment to investigate, file or process grievances without first making mutual arrangements with his supervisor, and such mutual arrangements shall not be denied unreasonably. In the event of a grievance, the employee shall always perform his assigned work task and grieve his complaint later, unless the employee reasonably believes that the assignment endangers his safety.

### Section 9.7 Grievance Meetings

A maximum of two (2) employees (the grievant and/or Lodge Rep) per work shift shall be excused from work with pay to participate in a Step 1 or Step 2 grievance meeting. The employee(s) shall only be excused for the amount of time reasonably required to present the grievance. The employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the employee's work shift. In the event of a grievance, the employee shall first perform his assigned work task and file his grievance later.

### Section 9.8 Steps in Procedure

Disputes arising under this Agreement shall be resolved as follows:

#### Step 1

If no agreement is reached between the employee and the supervisor, as provided for in Section 2 - Dispute Resolution, the Lodge shall prepare a written grievance on a form mutually agreed to and presented to the Chief of Police no later than five (5) business days after the employee was notified of the decision of the supervisor. Within five (5) business days after the grievance has been submitted, the Chief of Police shall meet with the grievant and the Lodge Rep to discuss the grievance and make a good faith attempt to resolve the grievance. The Chief shall respond in writing to the grievant and the Lodge Rep within five (5) business days following the meeting.

#### Step 2

If the grievance is not settled at Step 1 the grievance may be referred in writing, within five (5) business days after the decision of the Chief of Police, to the Mayor or his designee. Within ten (10) business days after the grievance has been filed with the Mayor the Mayor shall meet with the Lodge and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Mayor shall respond in writing to the grievant and the Lodge within five (5) business days following the meeting.

#### Step 3

If the dispute is not settled at Step 2, the matter may be submitted by the Lodge to arbitration within ten (10) business days after the Mayor's written decision or the expiration of the five (5) day period if the Mayor fails to render a written decision. Within ten (10) business days after the matter has been submitted to arbitration, the Employer and the Lodge shall select an arbitrator. In the event the parties are unable to agree upon the arbitrator, they shall obtain a list of recognized arbitrators from an organization that is recognized as providing such lists, such as the Federal Mediation and Conciliation

Service or the American Arbitration Association. Upon receipt of such list, each party shall strike a name from the list, until there is one name remaining. The remaining individual shall be the arbitrator. The order of striking names shall be determined by a coin toss.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator.

The Employer or Lodge shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expenses of its witnesses.

Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the parties. Costs of arbitration shall include the arbitrator's fees, room cost, and transcription costs. Nothing in this Article shall preclude the parties from agreeing to use the expedited arbitration procedures of the American Arbitration Association. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding on the Employer, the Lodge and the employee(s) involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement.

Unless mutually agreed otherwise, all arbitration hearings shall be held in Herrin, Illinois.

## **ARTICLE 10 - LABOR-MANAGEMENT CONFERENCES**

### **Section 10.1**

The Lodge and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Lodge representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "labor-management" conference and expressly providing the agenda for such meeting. Such notice may be waived by mutual consent of the parties. Such meetings and locations shall be limited to:

- (a) Discussion on the implementation and general administration of this Agreement.
- (b) A sharing of general information of interest to the parties.
- (c) Notifying the Lodge of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.

- (d) Discussion of pending grievances on a non-binding basis to attempt to adjust such grievances and to discuss procedures for avoiding future grievances.
- (e) Items concerning safety issues.

The Employer and the Lodge agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be effectuated for the maximum protection of the citizens of the State of Illinois. To effectuate the purposes and intent of the parties, both parties agree to meet as necessary. Nothing herein is intended to limit the Chief's authority to call shift or department meetings.

#### Section 10.2

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 discussed in detail at labor-management conferences, and any such discussions of a pending grievance shall be non-binding on either party and solely for the purpose of exploring alternatives to settle such grievances and such grievance discussion shall only be held by mutual agreement of the Employer and the Lodge, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

### ARTICLE 11 - LAY-OFF

Where there is an impending lay-off with respect to the officers in the bargaining unit, the Employer shall inform the Lodge in writing no later than fifteen (15) days prior to such lay-off. The Employer will provide the Lodge with the names of the officers to be laid off prior to the lay-off. Probationary employees, temporary and part-time employees shall be laid off first, then officers shall be laid off in accordance with their seniority. The officers with the least amount of seniority shall be laid off first. All officers shall receive notice in writing of the lay-off at least fifteen (15) days in advance of the effective date of such lay-off.

No employee will be hired to perform or permitted to perform those duties normally performed by an officer while any officer is on lay-off status.

Any officer who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled on the basis of seniority in the Police Department.

If a layoff occurs pursuant to this Article, officers affected shall be given first option for any reduced hours normally allotted to part-time employees.

## **ARTICLE 12 - SUBCONTRACTING**

It is the general policy of the Employer to continue to utilize employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interests of economy, improved work product, or emergency. Work performed by a contractor shall not reduce hours or benefits of regular employees covered by this Agreement, as per Section 16.9.

## **ARTICLE 13 - EMPLOYEE SECURITY AND PERSONNEL FILES**

### **Section 13.1 Just Cause Standard**

No officer covered by this Agreement shall be suspended, relieved from duty, disciplined in any manner, or separated without just cause. Probationary employees may be separated without cause.

### **Section 13.2 Personnel Files**

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

### **Section 13.3 Inspection**

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

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

(b) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon payment for the cost of copying;

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

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

(e) Pre-employment information, such as reference reports, credit checks or information provided to the Employer with a specific request that it remain confidential, shall not be made part of the personnel file.

### **Section 13.4 Notification and Reply**

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

employee, at which time the employee may prepare a written reply to the written warning or disciplinary documentation. The written reply shall be permanently attached to the written warning or other disciplinary documentation prior to placement in the personnel file. Upon receipt of such copy, the employee shall acknowledge such receipt by initialing and dating the original.

#### Section 13.5 Limitation on Use of File Material

Written warnings or other documentation shall not be used in any manner or forum adverse to the officer's interests five (5) years after its issuance. Nothing herein shall abrogate the rights and privileges of the Board of Police and Fire Commissioners.

#### Section 13.6 Employee Additions to Personnel File

An employee may submit with supervisory approval, documents to become a permanent part of the personnel file. Such documents shall include, but not be limited to, certificates of special training, letters of commendation, documentation of accomplishment, or other material that would be favorable to the officer's interests.

### **ARTICLE 14 - HOURS AND OVERTIME**

#### Section 14.1 Work Day and Work Week

The normal work week shall be defined as forty (40) hours in a seven consecutive day period. The normal work day shall be defined as eight (8) consecutive hours in a twenty-four (24) hour period commencing with the start of their shift or ten (10) consecutive hours in a twenty-four (24) hour period (four consecutive 10-hour workdays in a work week). The definition of the normal work day and work week may be changed by mutual agreement between the Employer and the Lodge. All days off shall be consecutive.

All time worked in excess of the hours worked in the normal work day and the normal work week shall be compensated as in Section 2. Any officer assigned as a detective shall normally work day shift Monday through Friday. Detectives will not be assigned to work on holidays or on uniform details except in emergency situations. (i.e. Herrinfest).

#### Section 14.2 Overtime Payment

All overtime in excess of the hours required of an employee by reason of the employee's regular duty, whether of an emergency nature or of a non-emergency nature, shall receive one and one-half (1 1/2) times their actual hourly rate of pay for work performed in excess of hours in a given work day. Hours worked in this Section and in Section 1 above include hours compensated for in furlough and holidays. Overtime rate shall be computed on the basis of completed fifteen (15) minute segments.

Shift changes are an exception to this general rule. Shift changes, where possible, will be scheduled to begin on the first day of a pay period.



In the event an employee is required to work another shift which begins less than eight (8) hours rest since the scheduled end of their previous shift, the second shift shall be paid at the time and one-half overtime rate. This provision shall not apply to those shifts changed by routine shift bidding.

Any officer forced to work twenty (20) or more consecutive hours will not be forced to work additional overtime until they have at least eight (8) consecutive hours off. This section will not apply in emergency situations, or during Herrinfest. In the event an emergency is declared by the Employer, as many of the employees shall be continued on duty for such number of hours as may be necessary.

#### Section 14.3 Court Time/Call Back

Patrolmen shall be entitled to pay at the rate of one and one-half (1.5) of the employee's normal hourly rate when requested to be available to testify subject to a duly authorized subpoena issued by a proper authority or on the order of the Chief of Police, for those periods of time when not working an actual assigned work shift with a minimum of two (2) hours call back. Employees called back for reasons other than court appearances shall be entitled to pay at the rate of one and one-half (1.5) of the employee's normal hourly rate with a minimum of three (3) hours.

#### Section 14.4 Training

For any training in excess of the regular work week, the employee shall be paid time and one-half if the training is required by the City or mandatory by the Chief of Police. If the training is optional and approved by the Chief of Police, the Patrolman will receive pay as follows:

- a. For training during the Patrolman's regularly scheduled shift, the pay shall be at the regular hourly rate.
- b. For training outside of the regularly scheduled shift, employees will receive hour-for-hour compensatory time for all approved off-duty training.

#### Section 14.5 Compensatory Time

Compensatory time may be paid in lieu of overtime payment if the employee in his discretion so elects. Compensatory time will be calculated at the same rate as overtime pay. Comp time shall be granted at such times and in such time logs as are mutually agreed upon between the involved officer and a supervisor; permission to use comp time shall not be unreasonably denied by the supervisor if operational requirements will not be adversely affected. Comp time shall be granted in blocks of that officer's normal tour of duty.

Officers will be permitted to accrue compensatory time with a cap of one hundred fifty (150) hours, including officers assigned to the multi-agency drug enforcement unit (SIEG).

## **ARTICLE 15 - INDEMNIFICATION**

### **Section 15.1 Employer Responsibility**

The Employer shall be responsible for, hold officers harmless from and pay damages or moneys which may be adjudged, assessed or otherwise levied against any officer covered by this Agreement.

### **Section 15.2 Legal Representation**

Officers shall have legal representation by the Employer in any civil cause of action brought against an officer resulting from or arising out of the performance of duties.

### **Section 15.3 Cooperation**

Officer shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

### **Section 15.4 Applicability**

The Employer will provide the protections set forth in Section 1 and Section 2 above, so long as the officer is acting within the scope of his employment and where the officer cooperates, as defined in Section 3, with the Employer in defense of the action or actions or claims. Acts of willful and wanton misconduct or criminal activity are not covered by this Article.

## **ARTICLE 16 - SENIORITY**

### **Section 16.1 Definition of Seniority**

As used herein, the term "seniority" shall refer to and be defined as the total length of service or employment covered by this Agreement beginning with the date of full-time employment as a Patrolman, or Sergeant if applicable. Employees promoted to non-bargaining unit positions within the police department shall accrue seniority as Patrolman or Sergeant while so acting, and shall retain such seniority/rank without interruption if returned to a bargaining unit position.

### **Section 16.2 Promotion**

Seniority may be one factor considered in the promotion of officers covered by this Agreement. All promotional examinations shall be job-related.

### **Section 16.3 Seniority List**

The Employer shall prepare a list setting forth the present seniority dates for all officers covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting officers covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure.

#### Section 16.4 Personal Day Selection

Any dispute within a job classification as to the selection of a personal or comp day shall be resolved by seniority.

#### Section 16.5 Termination of Seniority

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

- (a) quits; or
- (b) is discharged for just cause; or
- (c) is laid off pursuant to the provisions of the applicable agreement for a period of twenty-four (24) months; or
- (d) accepts gainful employment while on an approved leave of absence from the Police Department; or
- (e) is absent for three consecutive scheduled work days without proper notification, reason, or authorization.

#### Section 16.6

Employees will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence.

#### Section 16.7 Shift Assignments

Officers shall select their choice of shifts and days off on the basis of seniority. Shift bids will occur four times per year. The first bid will take effect in the second pay period in February. The second and third bids will be the nearest pay period that coincides with the beginning and end of the school year. The fourth bid period will take effect in the second pay period in November. Patrol sergeants shall bid among themselves for patrol sergeant shifts, in order of their time in the rank of sergeant. If a change in an officer's shift assignment is required, such notice will be given to the individual officer not less than fourteen (14) days before the proposed change, unless the change is of an emergency nature. Notices of such schedule changes shall give the reason for the change and the beginning and ending date of the schedule change. Such schedule changes will be subject to the grievance procedure.

Officers seeking the School Resource Officer position must have three years of service with the department. School Resource Officer positions will be bid by seniority. If a School Resource Officer position is not bid, the position will be filled by the least senior Herrin Officer with no less than three years of full time service. The Chief of Police may, at his discretion, count an officer's full time experience as a police officer at other agencies toward the minimum years of service requirement. School Resource Officers shall receive City holidays (per Article 22) off with pay, with an additional ten (10) hours compensation, per the current practice. The city reserves the right to suspend the school officer positions and reassign the officers detailed to the SRO positions in times of emergency and/or staffing crises. A staffing crises is defined for purposes of this section as any time that available staffing falls three (3) positions below the current minimum bargaining unit staffing level of 16. However, a staffing vacancy caused by the City's

continuous refusal to replace an officer that is retired, resigned, etc. will not apply towards the three positions.

#### Section 16.8 Voluntary Assignments/Extra Shifts

Voluntary overtime assignments or extra shifts shall be offered to officers (including patrol sergeants) on the basis of seniority and needs of the City through use of a turn sheet. When an overtime shift occurs, the officer shall be contacted by phone. If the officer refuses or does not call back within five minutes, his name shall go to the bottom of the turn sheet. In the event of a refusal or unavailability, the next officer on the turn sheet shall be called. The City reserves the right to assign overtime when volunteers are not available, or if a special need of the City exists. Part-time patrolmen may be used if no full-time officers are available. Officers assigned as detectives shall not be included in the turn sheet, but may work in uniform at sporting events.

#### Section 16.9 Minimum Staffing and Part-Timers

The City and Union agree that the minimum staffing for uniformed patrol at any given time shall be two Herrin police bargaining unit members in uniform both available, and equally responsible, for calls and reports and other patrol duties at all times. These minimums shall be maintained by use of the turn sheet as described in Section 16.8 Voluntary Assignments/Extra Shifts. Part-time officers are to be a supplement to full-time officers and not a replacement, except as described in Section 16.8. The City agrees that bargaining unit work shall not be eroded. So long as the City maintains the standards described in this paragraph, the City may use part-time officers as described below. If the City attempts to change the terms of this section without the agreement of the Union, this section is void.

The City may supplement patrol staffing beyond minimum staffing with part-time officers at the City's discretion. However, the number of part time officers assigned to patrol duties at any given time may not exceed the number of full-time officers assigned to patrol duties at the same time. Full- or part-time officers undergoing field training will not count towards these totals.

Part-time officers will not be used for any special events (except for HerrinFesta, as described below), including but not limited to races, parades, school events and July 4<sup>th</sup> activities, or in any other capacity normally staffed by full-time officers, including but not limited to detectives. The only exceptions to this shall be if all full-time officers refuse or are unavailable for a shift or event, or refuse a position, and during HerrinFesta. Part-time officers will be allowed to be used during HerrinFesta. It is understood by both parties that part-time officers utilized during HerrinFesta are to be used as additional coverage, and will be not be used to reduce hours normally assigned to full-time officers.

Herrin part-time officers may be utilized to fill SRO position(s) if funding is not available for full-time officers. Part-time officers assigned to fill SRO position(s) will handle calls for service at their assigned school(s). Part-time SRO position(s) will not be subject to the normal part-time scheduling requirements or limitations, and will be assigned at the Chief's discretion.

## **ARTICLE 17 - F.O.P. REPRESENTATIVES**

For the purposes of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

### **Section 17.1 Grievance Procedure**

Reasonable time while on duty shall be permitted to Lodge representatives for the purpose of aiding or otherwise representing officers in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay.

### **Section 17.2 Convention Delegates**

Any employee chosen as delegate to an F.O.P. State or National Conference will, upon written application approved by the Lodge and submitted to the Employer with at least fourteen (14) days notice, be given a leave of absence without pay for the period of time required to attend such Conference. This period of time shall not exceed one (1) week. The employee may utilize existing vacation or compensatory time in lieu of such unpaid leave, subject to scheduling requirements of the Police Department. Such requests shall not be unreasonably denied.

### **Section 17.3 Lodge Negotiating Team**

Members designated as being on the Lodge negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Lodge negotiating team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session.

### **Section 17.4 Union Business Days**

The City shall permit up to three (3) working days off without loss of pay to representatives of the bargaining unit for union business, either for the Illinois Fraternal Order of Police Labor Council or F.O.P. Lodge #197. Such business functions shall include, but not be limited to, annual meetings of the Union, State Lodge or Grand Lodge conferences, Police Memorials, or seminars.

## **ARTICLE 18 - SAFETY ISSUES**

No employee shall be required to use any equipment that has been designated by both the Lodge and the Employer as being defective because of a disabling condition unless the disabling condition has been corrected.

When an assigned department vehicle is found to have a disabling defect or is in violation of the law, the officer will notify his supervisor, complete required reports, and

follow the supervisor's direction relative to requesting repair, replacement, or the continued operation of said vehicle.

The Employer shall equip each squad car used by employees with a shotgun and ammunition.

Shifts will consist of at least two (2) sworn officers and two radio operators.

A level II ballistic vest of high quality shall be issued to all officers covered by this Agreement, with the exception of officers hired prior to May 1, 1995. Officers hired prior to May 1, 1995 will have a ballistic vest issued upon written request. Once issued by the City, wearing the vest on patrol duty will be mandatory. The Chief may make exceptions to this at his discretion due to circumstances. Ballistic vests shall be replaced by the Employer as prescribed by the manufacturer's warranty. Officers will be permitted to offset the cost of a City-purchased ballistic vest in order to obtain a vest with threat level protection or other features making it more expensive than the City's selected vest.

#### **ARTICLE 19 - BULLETIN BOARDS**

The Employer shall provide the Lodge with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available for purposes of the Lodge.

#### **ARTICLE 20 - LEAVES OF ABSENCE**

##### **Section 20.1 Bereavement Leave/Death in Family**

The Employer agrees to provide to officer leave without loss of pay as a result of death in the family, not to exceed one (1) day beyond the date of burial. This may be extended to one week by the Chief. In the event of a death outside the immediate family, the officer will be granted sufficient time off without loss of pay to attend the funeral.

##### **Section 20.2 Definition of Family**

A member of the immediate family shall be defined to be any officer's mother, father, wife, husband, daughter, or son (including step or adopted), sister or brother (including half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, spouse's grandparent, grandchild, or legal guardian.

##### **Section 20.3 Short Term Military Leave**

Any employee covered by the terms of this Agreement who is a member of a reserve force of the Armed Forces of the United States, or the State of Illinois, and who is ordered by the appropriate authorities to attend training programs or perform assigned duties shall be granted a leave of absence, in accordance with all existing state and federal laws.

Section 20.4 Educational Leave

Employees covered by the terms of this Agreement may be granted, upon written request, an Educational Leave of Absence, without pay, not to exceed a period of one (1) year, after authorization from the Chief.

Section 20.5 Maternity Leave

A leave of absence shall be granted for maternity upon request. Such request must be presented in writing to the officer's immediate supervisor, setting forth a date each leave is to begin, as soon as that date can be determined by the officer and the officer's physician. Upon receiving the physician's report, the Department shall transfer the officer to a suitable position to eliminate possible injury to the fetus and officer. Return to work shall be as soon as reasonable after delivery, as permitted by a signed release by the officer's physician. Such leave may utilize accrued vacation/comp time and sick leave. For the purposes of absence or returning to duty, pregnancy shall be treated as any other illness or injury.

Section 20.6 Injury Leave

An officer who sustains injury or illness arising out of and in the course of his employment shall be covered by the provisions of 5 ILCS 345/1, Illinois Compiled Statutes. Officers on injury leave may be returned to light duty if able to perform the work and placed at the discretion of the Chief. Such light duty will be made available to officers equally whether the injury creating the leave occurred on duty or off duty.

Section 20.7 Sick Leave

Employees shall be granted sick leave as follows:

One eight hour or ten hour sick day shall be granted to all full-time officers per month for non-work related illness or injury to the officer or members of the officer's immediate family, as determined by the work day in force at the time. New employees shall be granted sick leave after six months of employment. Employees absent more than (in the excess of) two (2) consecutive days shall present a doctor's slip to be entitled to pay for those days.

At the end of each officer's employment anniversary, he shall have the right to sell back all or some of the unused sick leave accumulated during the previous year. Such right shall be exercised within two weeks of the anniversary. The amount to be paid shall be at the rate of 50% of the employee's current rate of pay.

Sick leave is to be used for actual illness or injury, and abuse of said leave shall subject the officer to disciplinary action.

**ARTICLE 21 - WAGE RATES**

Wage rates for the classifications covered by this Agreement appear in Appendix A.

## ARTICLE 22 - HOLIDAYS

### Section 22.1

The following days shall be recognized and observed as paid holidays:

New Year's Day	Veteran's Day (Nov. 11)
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day (July 4)	Christmas Eve (December 24)
Labor Day	Christmas Day (December 25)
President's Day	New Year's Eve (December 31)

Plus any days designated as City-wide holidays by the Herrin City Council, or any holiday or other day off with pay granted to any other bargaining unit employed by the City. Employees of the Herrin City Library, the Herrin Civic Center, and Herrin City Hall are specifically excluded as "bargaining units" for purposes of this section only.

Members of this bargaining unit shall receive holiday pay on the day observed by the City of Herrin, except for those with specific dates given (Independence Day, Veteran's Day, Christmas, Christmas Eve, New Year's Eve), when holiday pay will be paid on the specified date.

In addition to the above holidays, employees shall receive three (3) personal days per year after completing six months of employment, and from year to year thereafter to coincide with the date of the commencement of this contract. Such personal days may be taken at any time of the year at the employee's discretion, subject to twenty-four (24) hour advance notice and the emergency needs of the department.

### Section 22.2

As each of the above holidays occurs, each employee shall receive one (1) normal work day's compensation in addition to their base pay. Such compensation shall not be granted if the officer is on unpaid leave of absence, suspension, or other unapproved leave on the day of the holiday. Employees on approved sick leave on the day of a holiday may be required to present verification of their illness, if there is evidence of abuse.

Holiday Premium Pay shall be granted to any employee who actually works on the day of a holiday. If an employee works on the day of a holiday, he shall receive one and one-half (1 & 1/2) day's compensation in addition to their base pay, for their normally scheduled hours. Any overtime worked on the day of a holiday shall be compensated at two times (2X) the normal hourly rate. Compensation for work on a holiday shall be calculated in accord with the work day in effect at the time (eight or ten hours). Holiday Premium Pay shall be paid for hours actually worked during the twenty-four hour period of the holiday beginning at 0700 on the day of the holiday to 0659 on the day following the holiday.



## ARTICLE 23 - CLOTHING MAINTENANCE ALLOWANCE

All full-time officers covered by this Agreement shall receive a yearly clothing allowance of one thousand dollars (\$1000). Items and services purchased with the clothing allowance are intended to assist an officer in the performance of his duties. All receipts will continue to be submitted to the Chief of Police for approval. In order to receive reimbursement for all clothing purchased, receipts must be turned into the Budget Office no later than noon the Wednesday preceding the last council meeting in April. In lieu of a clothing allowance, probationary employees shall receive a full outfit of required clothing and equipment (excluding duty sidearm). All bargaining unit members will purchase or possess a Class A uniform (for formal occasions) as stipulated by the Chief of Police by August 1, 2016, or ninety days after this contract takes effect, whichever is later. The work uniform will remain navy blue. Cargo-style pants and pants/shirts made of cotton or cotton blend along with footwear similar to what is currently in use, will remain acceptable work attire. Hats and ties will not be a requirement for the work uniform. Dress uniform will continue to be determined by the Chief of Police. Any exceptions to the specified duty uniforms will be determined by the Chief of Police. The Chief of Police or Deputy Chief also retain the right, if necessary, to declare any item of clothing or equipment as unserviceable due to condition or appearance.

## ARTICLE 24 - VACATIONS

### Section 24.1 Schedule of Vacation Time Earned

Officers shall accrue credit for vacations according to the following schedule:

One (1) year of service completed	eighty (80) hours (two weeks)
Five (5) years of service completed	one-hundred twenty (120) hours (three weeks)
Five (5) or more years of service	one additional eight-hour or ten-hour vacation day, as determined by the work day in force at the time, per year for each year of service past five years up to fifteen (15) additional days, not to exceed thirty (30) working days total

Officers shall be permitted to take accrued vacation leave at any time of the year and in any increment of time from one (1) day to the entire accrued credit, subject to the scheduling needs of the City.

### Section 24.2 Carry-Over of Vacation Credit

Employees may carry accrued vacation credit from year to year, if vacation is canceled through no fault of the officer.

### Section 24.3 Vacation Sell-Back

Officers may choose to sell back up to 40 hours of unused vacation at each anniversary of the officer's hire date. The sell-back shall be at the officer's current hourly rate as of that anniversary, except as set forth below. Notice must be given to the City within 30 days before or after the anniversary date. The City shall then have up to 60 days to make the payment.

### Section 24.4 Training Officer Sell-Back

Upon retirement, officers shall be allowed to sell back unused personal, vacation, or compensatory time at the officer's full current hourly rate. However, officers who retire as a Training Officer shall agree to only sell back at the Training Officer rate whatever personal, comp, or vacation time they accrued while serving in the capacity of Training Officer. All other unused time sold back shall be sold back at the officer's hourly rate computed without the Training Officer pay. Alternately, an officer may elect to use some or all of any time that might have been sold back at full Training Officer pay to extend the time of his employment at full Training Officer pay past what otherwise might have been his retirement date. The City may choose to make partial payments towards the sell back amounts as needed, so long as the full value is paid by 90 days after the officer's retirement date. The individual officer may request the City to delay payments for up to six months (for tax or other purposes).

## **ARTICLE 25 - INSURANCE**

### Section 25.1 Hospitalization

The Employer will pay 100% of the Employee's insurance premium. The Employer agrees to deduct an amount from the Employee's paycheck to cover the monthly premium for Employee's dependents insurance.

The Employer agrees that it will maintain uniformity among all contracts within the City, as it pertains to the City of Herrin's hospitalization plan, except where such a change would be less than what is in current agreement.

The Employer shall allow one member of the bargaining unit to be appointed to the Employer's insurance committee. The member of the bargaining unit shall be selected by the Union.

### Section 25.1A Insurance Pay

In the event an employee chooses not to be covered by the health insurance plan, the City shall pay seventy-five percent (75%) of the current monthly premium as part of their non-pensionable salary. This payment will be made on the first pay period of each month.

Section 25.2 Life Insurance

The Employer shall supply each officer covered by the terms of this Agreement with \$10,000.00 of term life insurance.

**ARTICLE 26 - GENERAL PROVISIONS**

Section 26.1

Authorized representatives of the National or State Lodge shall be permitted to visit the Department during working hours to talk with officers of the local lodge and/or representatives of the Employer concerning matters covered by this Agreement.

Section 26.2

The Lodge or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's consent.

Section 26.3

The Employer agrees to pay all expenses for inoculation or immunization shots for an officer and for members of an officer's family when such becomes necessary as a result of said employee's exposure to contagious diseases where said officer has been exposed to said disease in the line of duty.

Section 26.4

The Employer agrees to help defray all funeral and burial expenses of any officer of the Police Department killed in the line of duty.

Section 26.5 Residency

Employees covered by this Agreement shall maintain their residence within twenty (20) miles of the intersection of Walnut and Park Avenue.

Section 26.6 Off-Duty Firearms Training

Officers will be issued, upon request, up to 50 rounds of duty-caliber practice ammunition per month.

Section 26.7 Section 457 Plan

The City agrees to contribute \$100.00 (one hundred dollars) per month toward the mutually agreed upon 457 Plan. In the event the City of Herrin increases the amount they contribute to the 457 Plan for any other bargaining unit, the increase will also apply to this Agreement.

Section 26.8 Legal Defense

Effective May 1, 2021, the City of Herrin agrees to provide full-time officers with full coverage legal defense (administrative, criminal, civil) under the FOP Legal Defense Plan.

The current group rate for this coverage is \$300.00 annually. The City of Herrin agrees to continue to provide \$300.00 annually towards this coverage. Any premium increase in the group rate will be reviewed annually.

#### Section 26.9 Training Officer

Effective May 1, 2008, Officers with at least nineteen (19) years of service shall be promoted to the rank of Training Officer, in accordance with the provisions of Appendix "D". If due to the requirements of law, the Employer must discontinue the practice, the parties agree to bargain immediately over the terms of an equitable replacement benefit. Impasses in such bargaining shall be resolved by means of interest arbitration.

#### Section 26.10 Squad Car Usage

Occasional off duty use of take home squad cars is acceptable only within the city limits of Herrin or Energy. Travel outside these limits will not be allowed unless prior permission has been obtained from the Chief or Deputy Chief. Any Officers using their squad while off duty will notify dispatch when "on the air", and are required to be armed and able to respond to calls for emergency service. Occasional transportation of civilians off duty and on duty is acceptable as long as the officer remains able to perform his duties and is able to respond as needed in emergencies. The Chief of Police reserves the right to restrict or revoke this benefit for any officer determined to be abusing this benefit or using his squad car irresponsibly.

#### Section 26.11 Retired Officer Benefits

The City agrees to provide officers who have retired in good standing a (legal) retired officer ID and any other required documentation within a reasonable amount of time. Current retirees are utilizing the "IROCC" program. If that program or another similar program becomes unavailable for retirees, the City agrees to provide required qualifications and documentation for concealed carry.

The City also agrees to continue to allow retirees to participate in the City's insurance plan on the same terms as they currently do.

#### Section 26.12 Retirement Clarification

Every employee covered under this agreement must file a letter of intent to retire by January 1<sup>st</sup> of the previous fiscal year in which they intend to retire.

Example: If an employee is going to retire between May1, 2021 and April 30, 2022, their letter of intent to retire must be filed by January 1, 2021.

In cases of emergency, the City Council shall consider a later date of notification.

## **ARTICLE 27 - WORKING OUT OF CLASSIFICATION**

Any officer who is regularly scheduled to work in a position or rank senior to that which he normally holds shall be paid at the rate for the senior position or rank while so acting.

When an officer is required to assume the duties and responsibilities of a rank higher than that which he normally holds for any accumulated total of at least six (6) months in any calendar year, he shall be paid the rate for the higher rank for his vacation period with any necessary adjustments to be made at the end of the calendar year.

## **ARTICLE 28 - SHIFT DIFFERENTIAL**

An officer working a shift other than the day shift shall receive additional compensation of twenty-five (25¢) cents per hour in addition to base pay for evening (pre-midnight) shift, and forty-five (45¢) cents per hour in addition to base pay for night (midnight) shift.

Any officer scheduled to the 1900-0300 "fill-in" shift shall be paid the midnight shift differential regardless of what hours that officer works on a given day. The fill-in or swing shift must be flexible and due to this reason 24 hour notice will be given to the employee before a shift change. However, the officer working the swing shift may be called in early to cover the evening shift or held over on midnight shift and will be compensated 1 & 1/2 times his hourly rate if he works over eight consecutive hours or in excess of his 40 hour work week.

## **ARTICLE 29 - DRUG AND ALCOHOL TESTING**

### **Section 29.1 General Policy Regarding Drugs and Alcohol**

#### **Statement**

The use of illegal drugs and the abuse of legal drugs and alcohol by members of the various departments of the City of Herrin, Illinois, hereinafter referred to as "Departments", present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries, and reduce productivity. In addition, such conduct violates the reasonable expectations of the public that the employees who serve and protect them obey the law and be fit and free from the adverse effects of drug and alcohol abuse.

In the interests of employing persons who are fully fit and capable of performing their jobs, and for the safety and well-being of the employees and residents, the City of Herrin, hereinafter referred to as the "Employer" does hereby establish a program that will allow the Employer to take the necessary steps, including drug and/or alcohol testing,

to implement the general policy regarding drugs and alcohol as to those Employees of the Employer not already covered by a similar drug and alcohol testing policy.

Section 29.2 Definitions

A. "Drugs" shall mean any controlled substance listed in Chapter 56 1/2 of the Illinois Revised Statutes, known as the Controlled Substances Act, for which the person tested does not submit a valid predated prescription. Thus, the term "drugs" includes both abused prescription medications and illegal drugs. In addition, it includes "designer drugs" which may not be listed in the Controlled Substances Act but which have adverse effects on perception, judgment, memory or coordination.

A listing of drugs covered by this policy includes, but shall not be limited to:

Opium	Methaqualone	Psilocybin-Psilocin
Morphine	Tranquilizers	MDA
Codeine	Cocaine	PCP
Heroin	Amphetamines	Chloral Hydrate
Meperidine	Phenmetrazine	Methylphenidate
Marijuana	LSD	Hash
Barbiturates	Mescaline	Hash oil
Glutethimide		Steroids

B. "Impairment" due to drugs shall mean a condition in which the employee is unable to properly perform his/her duties due to the effects of a drug in his/her body. Where impairment exists (or is presumed), incapacity for duty shall be presumed.

C. "Positive Test Results" shall mean a positive result on both a confirming test and initial screening test. If the initial test is positive, but the confirming test is negative, the test results will be deemed negative and no action will be taken.

D. The term "drug abuse" includes the use of any controlled substance which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug which results in impairment while on duty.

E. "Union" shall be defined as any group organized for the purposes of collective bargaining and recognized by the Illinois State Labor Relations Board and the Employer as the representative of the bargaining unit.

Section 29.3 Prohibitions

Employees shall be prohibited from:

1. Consuming or possessing alcohol or illegal drugs at any time during the work day on any City premises or job sites, including all the Employer's buildings, properties, vehicles and the employee's personal vehicle while engaged in business of the Employer, except as required in the line of duty;

2. Using, selling, purchasing or delivering any illegal drug during the work day or when off duty, except as required in the line of duty;
3. Being under the influence of alcohol during the course of the work day;
4. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Violations of these prohibitions will result in disciplinary action up to and including discharge.

#### Section 29.4 The Administration of Tests

##### A. Informing Employees Regarding Drug Testing

All employees are fully informed, by virtue of having a copy of city ordinance of the Employer's drug testing policy before testing is administered. Employees will be provided with information concerning the impact of the use of drugs on job performance if the same is available. In addition, the Employer will inform the Employees of how the tests are conducted, when the test will be conducted, what the test can determine, and the consequences of testing positive for drug use. All newly hired Employees will be provided with this information on their initial date of hire.

##### B. Pre-Employment Screening

All new Employee applicants will be required to submit blood and urine specimens to be screened for the presence of drugs and/or alcohol prior to employment. No applicant with a confirmed positive result shall be eligible for hire. Any applicant refusing to submit to such required testing shall not be considered for employment.

##### C. When a Test May Be Compelled

There shall be no across-the-board or random drug testing of Employees. Where there is reasonable suspicion to suspect that an Employee is under the influence of drugs and is impaired while on duty, that Employee may be required to report for drug testing. When a supervisor has reasonable suspicion to suspect that an Employee is impaired, that supervisor shall notify the Employee, and if the Employee is represented by a Union then it too shall receive notice. The Departments shall arrange for the drug test per city ordinance. The Employee being ordered to submit to the test shall have the right to consult with a representative before submitting to the test. Refusal of an Employee to comply with the order for a drug/alcohol screening will be considered as a refusal of a direct order and will be cause for discharge. Additionally, the Employer may administer a drug and alcohol test pursuant to 50 ILCS 727/1 et. seq., as amended.

#### D. Reasonable Suspicion Standard

Reasonable suspicion exists if specified objective facts and circumstances warrant rational inferences that a person is using and/or is physically impaired due to being under the influence of alcohol or controlled substances. Reasonable suspicion will be based upon the following:

1. Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment resulting from using or being under the influence of alcohol or controlled substances; or,
2. Information provided by an identifiable, reliable and credible source(s) or which is independently corroborated.

It is understood that a drug test may be required under the following conditions:

1. When an Employee has been arrested or indicted for conduct involving illegal drug related activity on or off duty; or,
2. When an Employee is involved in an on-the-job injury causing reasonable suspicion of illegal drug use or alcohol abuse; or,
3. When an Employee is involved in an accident where there is reasonable suspicion of illegal drug use or alcohol abuse.

#### E. Order to Submit to Testing

At the time an Employee is ordered to submit to testing, the Employer shall provide the Employee with a written notice of the order, setting forth the basis of the order to test under sub-section D. The Employee shall be permitted to consult with a representative at the time the order is given but in no event shall this time exceed 6 hours. A refusal to submit to such testing will subject the Employee to discipline, but the Employee's taking of the test shall not be construed as a waiver of any objection or rights that he/she may have. When testing is ordered, the Employee will be removed from duty and placed on leave with pay pending the receipts of results. This shall be considered to be sick leave if the test results are positive.

#### Section 29.5 Conduct of Tests

In conducting the testing authorized by this Ordinance, the Employer shall:

- a. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act;
- b. Use tamper-proof containers, have a chain-of-custody procedure, maintain confidentiality and preserve specimens for a minimum of two (2) months. All testing shall be by chemical analysis of a urine sample by gas chromatography/mass spectrometry



(GC/MS). The specimen must be immediately sealed, labeled and initialed by the Employee to insure that the specimen tested by the laboratory is that of the Employee;

c. Collect a sufficient sample of the same bodily fluid or material from an Employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the Employee;

d. Collect samples in such a manner as to preserve the individual Employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Per City ordinance, Employees shall be witnessed while submitting a sample;

e. Provide the Employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the Employee's own choosing, at the Employee's own expense;

f. Require that with regard to alcohol testing, test results showing an alcohol concentration of .08 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive;

g. Provide each Employee tested with a copy of all information and reports received by the City in connection with the testing and the results;

h. Ensure that no Employee is subject to any adverse employment action except emergency temporary reassignment with pay during the pendency of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the Employee's personnel files;

i. Require that the laboratory or hospital facility report to the City that a blood or urine sample is positive.

Section 29.6 Right to Contest

The Employee, but not applicant, shall have the right to file a grievance concerning any testing permitted by this Ordinance. Any Employee who is a member of any bargaining unit recognized by the Employer may be assisted by representatives of their respective Union.

Section 29.7 Voluntary Requests for Assistance

The Employer shall take no adverse employment action against an Employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Employer may require reassignment of the Employee with pay if he is then unfit for duty in his current assignment. Employees shall be allowed to use accumulated sick and/or paid leave and/or be placed on unpaid leave pending treatment. Unpaid leave not exceeding ninety (90) calendar days will not be considered a break in service.

## Section 29.8 Discipline

All discipline in situations involving a positive test shall be administered as specified here:

### A. First Positive

In the first instance that an employee tests positive on the confirmatory test for drugs or is found to be under the influence of alcohol, the employee may be subject to suspension or dismissal. The sole limit on dismissal is conditioned upon the employee agreeing to:

1. Undergo appropriate treatment as determined by the physician(s) involved;
2. Discontinue use of illegal drugs or abuse of alcohol;
3. Complete the course of treatment prescribed, including an "after-care" group for a period up to twelve (12) months;
4. Submit to random testing during working hours during the period of "after-care" treatment.

Employees, who do not agree to the foregoing, shall be subject to dismissal. The Employer may use the positive test as evidence of impairment. Such evidence shall not be deemed to be conclusive, nor shall it preclude the introduction of other evidence on the issue of impairment.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an Employee on active status throughout the period of rehabilitation if it is appropriately determined (i.e. determination by an independent physician and/or appropriately certified medical and/or psychological professional) that the Employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property or safety of others. Such Employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pending treatment.

Employees who are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the Employees' ability to perform his normal duties may be temporarily reassigned with pay to other more suitable duties provided such is available and solely at the option of Employer.

### B. Second Positive

Employees who test positive for the presence of drugs or alcohol during their hours of work will be subject to discharge, pursuant to the rules and regulations of the Herrin Police and Fire Commission.

Section 29.9 Duty Assignment

If the nature of any treatment program (e.g. out-patient treatment) allows the Employee to continue to work during the treatment, the Employer shall maintain the individual's previous employment status provided Employer determines such to be in the best interest of the Employer. If an Employee participates in an in-patient program which precludes continued employment, the Employee may be granted a leave to do so in the Employer's discretion. At the end of the leave, the Employee may be returned to his former position at the Employer's option. An Employee may use accumulated sickness or disability benefits during the period of his treatment leave all provided the Employer authorizes same.

Section 29.10 Confidentiality of Test Results

The results of drug and alcohol test will be disclosed to the person tested, the Department's Chief and the Mayor and such other officials as may be mutually agreed to by the parties. Such designations will be made on a need-to-know basis. Test results will not be disclosed externally except where the person tested consents. Any Employee, whose drug/alcohol screen is confirmed positive, shall have an opportunity at the appropriate stage of the disciplinary process to refute said results.

Section 29.11 Alcohol Tests Standards

The following table shall be used to determine what concentrations of blood alcohol constitute a test result, in that the Employee will be presumed to have been impaired.

Elapsed Time Since Employee Has Begun His Workday to Time the Employee Gives the Blood Sample	Considered Unimpaired	No Presumption	Presumed to Have Been Impaired
0-1 hour	.02 or less	>.02 but <.07	.07 or more
1-2 hour	.01 or less	>.01 but <.06	.06 or more
2-3 hour	.00 or less	>.00 but <.05	.05 or more
3-4 hour	.00 or less	>.00 but <.04	.04 or more
4-5 hour	.00 or less	>.00 but <.03	.03 or more
5-6 hour	.00 or less	>.00 but <.02	.02 or more
6-7 hour	.00 or less	>.00 but <.02	.02 or more
7-8 hour	.00 or less	>.00 but <.02	.02 or more
8-9 hour	.00 or less	>.00 but <.02	.02 or more

Percent by weight of alcohol in the blood shall be based upon grams of alcohol per 100 cubic centimeters of blood.

**ARTICLE 30 - SAVINGS CLAUSE**

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 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 substitute provisions for those provisions rendered or declared unlawful, invalid, or unenforceable.

### **ARTICLE 31 - COMPLETE AGREEMENT**

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

### **ARTICLE 32 - DURATION**

#### **Section 32.1 Term of Agreement**

This Agreement shall be effective from May 1, 2020 and shall remain in full force and effect until April 30, 2024. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than one hundred twenty (120) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

#### **Section 32.2 Continuing Effect**

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

#### **Section 32.3 Reopener**


The parties agree that if either side decides to reopen negotiations, that party may so notify the other at least ninety (90) and no more than one hundred twenty (120) days prior to April 30<sup>th</sup>, 2024. In the event such notice to negotiate is given, then the parties shall attempt to meet not later than ten (10) days after the date of receipt of such notice, or at such reasonable times as are agreeable to both parties for the purpose of negotiation. All notices provided for in this Agreement shall be served on the other party by certified mail, return receipt requested. Any impasses at negotiations shall be resolved by the procedures of the Illinois Labor Relations Act.

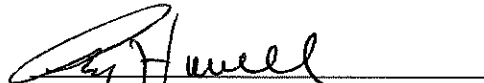
SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed their signatures  
this 26th day of May, 2021.

FOR THE EMPLOYER:

FOR THE UNION:

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Bargaining Committee

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Bargaining Committee

(SEAL)

  
\_\_\_\_\_  
Robert Jones, Field Representative  
Illinois FOP Labor Council

**APPENDIX A - WAGE RATES/LONGEVITY**  
**TIER 1**

years of service	5/1/2020		5/1/2021		5/1/2022		5/1/2023	
	Hourly Rate	Annual Salary	Hourly Rate	Annual Salary	Hourly Rate	Annual Salary	Hourly Rate	Annual Salary
0-6 mos.	\$24.89	\$51,760.80	\$25.29	\$52,603.20	\$25.74	\$53,539.20	\$26.24	\$54,568.80
6-12 mos.	\$26.27	\$54,636.40	\$26.70	\$55,525.60	\$27.17	\$56,513.60	\$27.69	\$57,600.40
1	\$27.65	\$57,512.00	\$28.10	\$58,448.00	\$28.60	\$59,488.00	\$29.15	\$60,632.00
2	\$28.25	\$58,760.00	\$28.70	\$59,696.00	\$29.20	\$60,736.00	\$29.75	\$61,880.00
3	\$28.85	\$60,008.00	\$29.30	\$60,944.00	\$29.80	\$61,984.00	\$30.35	\$63,128.00
4	\$29.45	\$61,256.00	\$29.90	\$62,192.00	\$30.40	\$63,232.00	\$30.95	\$64,376.00
5	\$29.70	\$61,776.00	\$30.15	\$62,712.00	\$30.65	\$63,752.00	\$31.20	\$64,896.00
6	\$29.95	\$62,296.00	\$30.40	\$63,232.00	\$30.90	\$64,272.00	\$31.45	\$65,416.00
7	\$30.20	\$62,816.00	\$30.65	\$63,752.00	\$31.15	\$64,792.00	\$31.70	\$65,936.00
8	\$30.45	\$63,336.00	\$30.90	\$64,272.00	\$31.40	\$65,312.00	\$31.95	\$66,456.00
9	\$30.70	\$63,856.00	\$31.15	\$64,792.00	\$31.65	\$65,832.00	\$32.20	\$66,976.00
10	\$30.95	\$64,376.00	\$31.40	\$65,312.00	\$31.90	\$66,352.00	\$32.45	\$67,496.00
11	\$31.20	\$64,896.00	\$31.65	\$65,832.00	\$32.15	\$66,872.00	\$32.70	\$68,016.00
12	\$31.45	\$65,416.00	\$31.90	\$66,352.00	\$32.40	\$67,392.00	\$32.95	\$68,536.00
13	\$31.70	\$65,936.00	\$32.15	\$66,872.00	\$32.65	\$67,912.00	\$33.20	\$69,056.00
14	\$31.95	\$66,456.00	\$32.40	\$67,392.00	\$32.90	\$68,432.00	\$33.45	\$69,576.00
15	\$32.20	\$66,976.00	\$32.65	\$67,912.00	\$33.15	\$68,952.00	\$33.70	\$70,096.00
16	\$32.45	\$67,496.00	\$32.90	\$68,432.00	\$33.40	\$69,472.00	\$33.95	\$70,616.00
17	\$32.70	\$68,016.00	\$33.15	\$68,952.00	\$33.65	\$69,992.00	\$34.20	\$71,136.00
18	\$32.95	\$68,536.00	\$33.40	\$69,472.00	\$33.90	\$70,512.00	\$34.45	\$71,656.00
19	\$33.20	\$69,056.00	\$33.65	\$69,992.00	\$34.15	\$71,032.00	\$34.70	\$72,176.00
20	\$33.45	\$69,576.00	\$33.90	\$70,512.00	\$34.40	\$71,552.00	\$34.95	\$72,696.00
21	\$33.70	\$70,096.00	\$34.15	\$71,032.00	\$34.65	\$72,072.00	\$35.20	\$73,216.00
22	\$33.95	\$70,616.00	\$34.40	\$71,552.00	\$34.90	\$72,592.00	\$35.45	\$73,736.00
23	\$34.20	\$71,136.00	\$34.65	\$72,072.00	\$35.15	\$73,112.00	\$35.70	\$74,256.00
24	\$34.45	\$71,656.00	\$34.90	\$72,592.00	\$35.40	\$73,632.00	\$35.95	\$74,776.00
25	\$34.70	\$72,176.00	\$35.15	\$73,112.00	\$35.65	\$74,152.00	\$36.20	\$75,296.00
26	\$34.95	\$72,696.00	\$35.40	\$73,632.00	\$35.90	\$74,672.00	\$36.45	\$75,816.00
27	\$35.20	\$73,216.00	\$35.65	\$74,152.00	\$36.15	\$75,192.00	\$36.70	\$76,336.00
28	\$35.45	\$73,736.00	\$35.90	\$74,672.00	\$36.40	\$75,712.00	\$36.95	\$76,856.00
29	\$35.70	\$74,256.00	\$36.15	\$75,192.00	\$36.65	\$76,232.00	\$37.20	\$77,376.00
30	\$35.95	\$74,776.00	\$36.40	\$75,712.00	\$36.90	\$76,752.00	\$37.45	\$77,896.00

Probationary employee moves to 6-12 month salary after six months or completion of PTI, whichever comes first.

Longevity Steps

0-6 mos.	90% of one year salary
6-12 mos.	95% of one year salary

Base Pay Increases

5/1/2020	40¢ per hour
5/1/2021	45¢ per hour
5/1/2022	50¢ per hour
5/1/2023	55¢ per hour

Sergeants Differential

5/1/2020	above rates plus 14%
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Detective Differential

5/1/2020	above rates plus 10%
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Detectives shall receive an additional \$100 per month in recognition of their on-call status. This stipend shall be in addition to the current percentage benefit.

**WAGE RATES/LONGEVITY**  
**TIER 2**

In exchange for being granted the two-tiered pay structure described below, the City agrees that the City will not attempt to decrease the Training Officer benefit below its current value, nor through inaction allow the value of the Training Officer benefit to decrease below its current value. The City also agrees that the City will not accept proposals from the Union in the future that decrease the value of the Training Officer benefit below its current value unless failure to do so would decrease the value of the benefit even more. Should the City fail to maintain the value of the Training Officer benefit as described above, this section is void and all officers shall be paid at the Tier 1 pay scale. However, if the decrease in value is caused by deliberate action of the Union with no aid or encouragement from the City, this section shall not be voided.

Officers hired before April 30, 2016, shall be paid at the Tier 1 scale. Officers hired May 1, 2016 and after are hired at the Tier 2 pay scale.

From one (1) to thirteen (13) years, Tier 2 shall be paid \$5.20/hour less than Tier 1.

At fourteen (14) years, Tier 2 shall be paid \$4.20/hour less than the same seniority in Tier 1.

At fifteen (15) years, Tier 2 shall be paid \$3.20/hour less than the same seniority in Tier 1.

At sixteen (16) years, Tier 2 shall be paid \$2.20/hour less than the same seniority in Tier 1.

At seventeen (17) years, Tier 2 shall be paid \$1.10/hour less than the same seniority in Tier 1.

At eighteen (18) years and higher, Tier 2 shall reach the same pay as Tier 1 at the same seniority.

Differences between the two tiers shall be maintained at these same dollar amounts.

Pay for Tier 2 at 0-6 months seniority shall be 90% of year 1 pay, and for 6-12 months seniority shall be 95% of year one pay. All raises or other pay increases shall be the same dollar amount for both tiers. No new differences between the two tiers shall be added to the contract, regardless of which tier gains or loses benefits relative to the other.



## TIER 2 - WAGE SCALE

years of service	5/1/2020		5/1/2021		5/1/2022		5/1/2023	
	Hourly Rate	Annual Salary	Hourly Rate	Annual Salary	Hourly Rate	Annual Salary	Hourly Rate	Annual Salary
0-6 mos.	\$20.21	\$42,026.40	\$20.61	\$42,868.80	\$21.06	\$43,804.80	\$21.56	\$44,834.40
6-12 mos.	\$21.33	\$44,361.20	\$21.76	\$45,250.40	\$22.23	\$46,238.40	\$22.75	\$47,325.20
1	\$22.45	\$46,696.00	\$22.90	\$47,632.00	\$23.40	\$48,672.00	\$23.95	\$49,816.00
2	\$23.05	\$47,944.00	\$23.50	\$48,880.00	\$24.00	\$49,920.00	\$24.55	\$51,064.00
3	\$23.65	\$49,192.00	\$24.10	\$50,128.00	\$24.60	\$51,168.00	\$25.15	\$52,312.00
4	\$24.25	\$50,440.00	\$24.70	\$51,376.00	\$25.20	\$52,416.00	\$25.75	\$53,560.00
5	\$24.50	\$50,960.00	\$24.95	\$51,896.00	\$25.45	\$52,936.00	\$26.00	\$54,080.00
6	\$24.75	\$51,480.00	\$25.20	\$52,416.00	\$25.70	\$53,456.00	\$26.25	\$54,600.00
7	\$25.00	\$52,000.00	\$25.45	\$52,936.00	\$25.95	\$53,976.00	\$26.50	\$55,120.00
8	\$25.25	\$52,520.00	\$25.70	\$53,456.00	\$26.20	\$54,496.00	\$26.75	\$55,640.00
9	\$25.50	\$53,040.00	\$25.95	\$53,976.00	\$26.45	\$55,016.00	\$27.00	\$56,160.00
10	\$25.75	\$53,560.00	\$26.20	\$54,496.00	\$26.70	\$55,536.00	\$27.25	\$56,680.00
11	\$26.00	\$54,080.00	\$26.45	\$55,016.00	\$26.95	\$56,056.00	\$27.50	\$57,200.00
12	\$26.25	\$54,600.00	\$26.70	\$55,536.00	\$27.20	\$56,576.00	\$27.75	\$57,720.00
13	\$26.50	\$55,120.00	\$26.95	\$56,056.00	\$27.45	\$57,096.00	\$28.00	\$58,240.00
14	\$27.75	\$57,720.00	\$28.20	\$58,656.00	\$28.70	\$59,696.00	\$29.25	\$60,840.00
15	\$29.00	\$60,320.00	\$29.45	\$61,256.00	\$29.95	\$62,296.00	\$30.50	\$63,440.00
16	\$30.25	\$62,920.00	\$30.70	\$63,856.00	\$31.20	\$64,896.00	\$31.75	\$66,040.00
17	\$31.60	\$65,728.00	\$32.05	\$66,664.00	\$32.55	\$67,704.00	\$33.10	\$68,848.00
18	\$32.95	\$68,536.00	\$33.40	\$69,472.00	\$33.90	\$70,512.00	\$34.45	\$71,656.00
19	\$33.20	\$69,056.00	\$33.65	\$69,992.00	\$34.15	\$71,032.00	\$34.70	\$72,176.00
20	\$33.45	\$69,576.00	\$33.90	\$70,512.00	\$34.40	\$71,552.00	\$34.95	\$72,696.00
21	\$33.70	\$70,096.00	\$34.15	\$71,032.00	\$34.65	\$72,072.00	\$35.20	\$73,216.00
22	\$33.95	\$70,616.00	\$34.40	\$71,552.00	\$34.90	\$72,592.00	\$35.45	\$73,736.00
23	\$34.20	\$71,136.00	\$34.65	\$72,072.00	\$35.15	\$73,112.00	\$35.70	\$74,256.00
24	\$34.45	\$71,656.00	\$34.90	\$72,592.00	\$35.40	\$73,632.00	\$35.95	\$74,776.00
25	\$34.70	\$72,176.00	\$35.15	\$73,112.00	\$35.65	\$74,152.00	\$36.20	\$75,296.00
26	\$34.95	\$72,696.00	\$35.40	\$73,632.00	\$35.90	\$74,672.00	\$36.45	\$75,816.00
27	\$35.20	\$73,216.00	\$35.65	\$74,152.00	\$36.15	\$75,192.00	\$36.70	\$76,336.00
28	\$35.45	\$73,736.00	\$35.90	\$74,672.00	\$36.40	\$75,712.00	\$36.95	\$76,856.00
29	\$35.70	\$74,256.00	\$36.15	\$75,192.00	\$36.65	\$76,232.00	\$37.20	\$77,376.00
30	\$35.95	\$74,776.00	\$36.40	\$75,712.00	\$36.90	\$76,752.00	\$37.45	\$77,896.00

Probationary employee move to 6-12 month salary after six months or completion of PTI, whichever comes first.

Longevity steps

0-6 mos. 90% of one year salary  
6-12 mos. 95% of one year salary

1-13 yrs of service	\$5.20 less than Tier 1
14 yrs of service	\$4.20 less than Tier 1
15 yrs of service	\$3.20 less than Tier 1
16 yrs of service	\$2.20 less than Tier 1
17 yrs of service	\$1.10 less than Tier 1
18+ yrs of service	same as Tier 1

Sergeants Differential

5/1/2020 above rates plus 14%

Detective Differential

5/1/2020 above rates plus 10%

Detectives shall receive an additional \$100 per month in recognition of their on-call status. This stipend shall be in addition to the current percentage benefit.

**APPENDIX B - SENIORITY LIST**

Officer	Date of Employment	Benefit Date
Keith McPheron	04/03/00	TIER 1
Clint Ronchetto	08/28/06	TIER 1
Ryan Howell	05/14/07	TIER 1
Scott Sircher	12/10/08	TIER 1
Matt Labotte	09/02/09	TIER 1
Salvador Tomas	09/11/17	TIER 2
Toby Coffey	12/27/17	TIER 2
Jerry Bond	04/23/18	TIER 2
Taylor Wicks	08/27/18	TIER 2
Josh Ehler	05/28/19	TIER 2
Gabe Ridings	05/28/19	TIER 2
Braden Moyers	10/28/19	TIER 2
Ryan Hudson	03/09/20	TIER 2
David Loucks	07/27/20	TIER 2
Travis Davie	08/24/20	TIER 2

## APPENDIX C - EDUCATIONAL TRAINING INCENTIVE

The purpose of the training incentive is to award employees who have made higher education and advanced training achievements. It is also a vehicle to encourage officers to continue in-service or on-the-job training.

For these reasons the City proposes the following monthly stipends per employee. Stipends are added to employee's base pay. An officer's monthly stipend shall be the total percentage awarded for his achievements (with a maximum of 100%) times the maximum monthly stipend. Stipends are added to the employee's base pay.

### FORMAL EDUCATION

Associate Degree	25%
Bachelor's Degree	50%
Master's Degree	75%
Doctorate	100%

### TRAINING ACHIEVEMENTS

DARE/School Resource Officer	25%
School Resource Officer	25%
Current valid CPR Card/ Defibrillator Certification	25%
Reid Interrogation	25%
Advanced Reid Interrogation	50%
Other Interrogation Certification	25%
EMT	25%
Evidence Custodian	25%
Field Training Officer	25%
BA Operator	25%
Juvenile Officer	25%
Crime Scene Technician	25% per level achieved
Firearms Instructor	25%

Rifle Instructor	25%
Certified Emergency Medical Dispatcher	25%
Current and valid C.P.R.	25%
Power Phone Law Enforcement	25%
Power Phone Fire Service	25%
Power Phone Medical Dispatch	25%
L.E.A.D.S. (and less than LEADS) Certif.	25%
I.L.E.T.S.	25%
1 <sup>st</sup> Responder Certification	25%
911 Telecommunicator Certification	25%
Physical Fitness Examination*	25%
Any defensive tactics certification (4 max)	25%
TASER certification	25%
Accident Reconstructionist (per level achieved)	25%
Pepper Spray Certification	25%
Other LEO-related certification	25%

\* Officers qualify for Physical Fitness stipend if they successfully complete the exam annually.

Officers may also be compensated for annual training if training is approved by the Chief prior to the training:

20 hours	25%
40 hours	50%

The maximum stipend per month is as follows:

As of May 1, 2021: \$400.00

The Chief may require certified copies of diplomas, transcripts, training certificates, curriculums or any other document to verify the qualification of the officer.

## APPENDIX D - TRAINING OFFICER PAY

Training Officer Pay: Officers who have served the City at least 19 years as a police officer shall be promoted upon request to the rank of training Officer. This promotion is intended to afford the City and the Department the opportunity to utilize the experience, training and expertise of these senior officers to the benefit of less senior officers and the Department's overall mission.

During the period of an employee's service in the rank of Training Officer, he or she shall assist the Department in mentoring and training less senior officers at the direction of the Chief of Police during their regular hours of work, in addition to their regular police duties. Training Officers shall be paid base pay plus 60% (sixty percent) while serving in the rank. Such sum shall be considered as salary attached to the rank of Training Officer for all purposes. This assignment shall be served for not less than one year. This benefit shall apply only to the following listed employees:

Keith McPheron  
Clint Ronchetto  
Ryan Howell  
Scott Sircher  
Matt Labotte  
David Dorris

**APPENDIX E - DUES AUTHORIZATION FORM**

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

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

I, \_\_\_\_\_ (insert your name), hereby authorize my Employer, \_\_\_\_\_ (insert Employer name), to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. (In addition, I authorize my Employer named hereinabove to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.)

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Personal E-mail: \_\_\_\_\_

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

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

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

(217) 698-9433

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



**APPENDIX F - GRIEVANCE FORM**  
(use additional sheets where necessary)

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

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

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

**STEP ONE**

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

Article(s) and Sections(s) of Contract violated: \_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

**EMPLOYER'S STEP ONE RESPONSE**

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

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

\_\_\_\_\_  
Position

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

\_\_\_\_\_  
Date

**STEP TWO**

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

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

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

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

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

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

**EMPLOYER'S STEP TWO RESPONSE**

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

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

\_\_\_\_\_  
Position

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

\_\_\_\_\_  
Date

Lodge No. / Year / Grievance No.



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**STEP THREE**

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

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

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

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

**EMPLOYER'S STEP THREE RESPONSE**

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

\_\_\_\_\_  
Position

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

\_\_\_\_\_  
Date

---

**STEP FOUR**

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

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

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

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

**EMPLOYER'S STEP FOUR RESPONSE**

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

\_\_\_\_\_  
Position

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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



