

AGREEMENT BETWEEN
CITY OF MARQUETTE HEIGHTS, ILLINOIS

AND

**ILLINOIS FRATERNAL ORDER OF POLICE (“FOP”)
LABOR COUNCIL**

(UNION)

May 1, 2017 - April 30, 2020

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AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of March, 2017, by and between the CITY OF MARQUETTE HEIGHTS, ILLINOIS, (hereinafter called the "City" or "Employer") and ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL (hereinafter called the "Union"). This Agreement shall also be binding upon the parties' respective successors:

WITNESSETH:

SCOPE

WHEREAS, the Union was selected as the sole and exclusive bargaining agent in a unanimous election after submission of cards to the ILRB and certification by the City; and

WHEREAS, this Agreement has as its purpose the promotion of harmonious relations between the City and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment; and

WHEREAS, it is the intention of this Agreement to provide for the salary structure, fringe benefits, and employment conditions of the patrolmen covered by this Agreement, to prevent interruptions of work and interference with the efficient operation of the Police Department, and to provide an orderly and prompt method for handling and processing grievances;

NOW, THEREFORE, the parties, by their duly authorized representatives, hereby agree with each other as follows:

ARTICLE I – REPRESENTATION AND RECOGNITION

The Employer recognizes the Council as the sole and exclusive collective bargaining representative for all non-probationary full-time sworn police officers, Sergeant(s) and Lieutenant(s) employed by the City of Marquette Heights (herein collectively referred to as "Officer" or "Patrolman" or "Employee"), excluding all other

employees of the City of Marquette Heights including all professional, confidential employees, managerial and supervisory employees within the meaning of the Illinois Public Labor Relations Act.

ARTICLE II – UNION SECURITY

Section 2.1 Check-Off.

Upon receipt of a lawfully executed written authorization from a patrolman, which may be revoked by the patrolman in writing at any time, the City agrees for the duration of this Agreement to deduct the regular monthly Union dues of such patrolman from his pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the City in writing of the exact amount of such regular membership dues to be deducted.

Section 2.2

The City agrees to deduct from the pay of those employees who individually request it, Illinois Fraternal Order of Police Labor Council (“FOP”) dues and FOP Local Unit 820-0 dues.

Section 2.3 Bargaining Unit List.

The Union may request, and the Employer shall provide the Council with a complete list of the names and addresses of bargaining unit employees, provided that the City shall not be required to furnish such a list more than the greater of twice per year or upon a change in the Police Department’s composition.

Section 2.4

The Employer or its designated representative agrees to meet with and negotiate with a committee representing the Council for the purpose of agreeing upon, executing, and administering an Agreement covering wages, rates of pay, and other terms and conditions of employment that are by law required.

Section 2.5 Indemnification.

The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of, or arising from, any action taken or not taken by the City under the provisions of this Article.

ARTICLE III – FAIR SHARE

Section 3.1 Fair Share Deductions.

Patrolmen covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration, and the pursuance of matters affecting wages, hours, and conditions of employment in accordance with applicable law. The fair share payment, as certified by the Union, shall be deducted by the City from the earnings of the non-member patrolmen and shall be remitted semi-monthly to the Union at the address designated in writing to the City by the Union. The Union shall advise the City of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member patrolman's share shall not exceed dues uniformly required of Union members.

3.1.1 Use.

Fair Share fees shall only be used for purposes permitted by law.

Section 3.2 Religious Exemption.

Should any patrolman be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such patrolman is a member, such amount equal to their fair share shall be paid to a non-religious charitable organization mutually agreed upon by the patrolman affected and the Union. If the Union and the patrolman are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The patrolman will on a monthly basis furnish a written receipt to the Union that such payment has been made.

Section 3.3 Notice and Appeal.

The Union agrees to provide notices and appeal procedures with respect to this Article to patrolmen in accordance with applicable law.

Section 3.4 Indemnification.

The Union shall indemnify, defend, and hold the City harmless against any claim, demand, suit, or liability arising from any action taken by the City in complying with or

arising from this Article and to reimburse the City for all costs, including attorneys' fees, incurred in connection with this Article.

ARTICLE IV – MANAGEMENT RIGHTS

Section 4.1

It is recognized that, except as stated herein, the City shall retain any and all conceivable rights and authority as may be necessary or convenient for it to carry out effectively its employer and police functions under the laws of the State of Illinois, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement. Among the rights retained in this Agreement is the City's right to determine its missions, policies and to set forth all standards of service offered to the public; to direct the working forces; to plan, direct, and control all the operations and services of the Police Department; to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to establish reasonable work standards; to assign and transfer patrolmen; to schedule the working hours; to hire, schedule, assign, evaluate, promote, demote, suspend, discipline, discharge, relieve, or terminate patrolmen for lack of work or for other legitimate reasons subject to department rules, orders, regulations, policies and procedures; to make and enforce reasonable rules, orders, regulations, policies and procedures; to change or eliminate existing methods, equipment, or facilities; to contract out for goods and services; and, to determine the purpose and the mission of the police department and the amount of the budget to be adopted thereto.

Section 4.2 Non-impairment.

Nothing in this agreement shall be deemed to limit or to restrict the City in the exercising in any way of the customary functions of management, except that these management rights shall be used for the purpose of discrimination against any employee because of Union Activities, nor shall they be exercised in any violation of specific provisions of this Agreement.

ARTICLE V – HOURS OF WORK AND OVERTIME

Section 5.1 Application of this Article.

This Article shall not be construed as a guarantee of hours of work per day or per week. Overtime shall not be paid more than once for the same hours worked.

Section 5.2 Work Week.

An employee's normal work period shall consist of eighty (80) hours of work performed per pay period. The normal workday shall consist of a ten (10) hour shift of work performed within a period of twenty-four (24) consecutive hours.

Section 5.3 Scheduling.

The Employer shall have the right to freely determine, establish, and modify scheduling and manpower requirements including, but not limited to, the number of shifts, the starting and ending times for all shifts, and the manpower requirements for each shift. For the purposes of this Agreement, work hours shall be considered "scheduled" if assigned forty-eight (48) hours or more in advance; work hours shall be considered as "unscheduled" if assigned less than forty-eight (48) hours in advance.

Section 5.4 Trading Shifts.

Employees may trade shifts after providing notice to the Chief of Police or his designated representative, so long as such trade does not create overtime.

Section 5.5 Additional Time and Overtime.

The Employer has the exclusive right to determine when and if additional time or overtime is needed and the number of employees needed to complete the job. All employees shall be required to work reasonable amounts of additional time or overtime upon request. Overtime, other than that of an emergency nature, must have prior approval of the Chief of Police or his designated representative. "Additional time" means actual hours worked within a pay period greater than eighty (80). "Overtime" hours, qualifying for a premium payment of one and one-half (1.5) times the employee's regular rate of pay, are those hours over eighty (80) actually worked in a pay period.

There shall be no pyramiding of overtime compensation. "No pyramiding of overtime" means that premium paid compensation shall not be paid more than once for the same hours under any provision of this Agreement.

Section 5.6 Regular Rate of Pay.

An employee's straight-time regular rate of pay shall be determined by dividing his annual base salary, as shown in Section 11.1, by 2,080 hours.

Section 5.7 Distribution of Overtime.

Scheduled additional time and overtime, other than that for emergency or extension of shift, shall be distributed among employees in the following manner:

- (a) The parties agree that additional time and overtime shall be offered first to probationary and part-time officers at the Chief of Police's sole discretion, then to the bargaining unit employees from least senior to the most senior. The reason for the vacancy is irrelevant.
- (b) The parties agree that officers currently assigned to the day shift will normally cover day shift openings and officers currently assigned to the night shift will normally cover night shift openings, however, notwithstanding the foregoing, a full-time officer may volunteer to cover any additional time or overtime.
- (c) The parties agree that should an employee be unavailable to work, or cancel his agreed shift coverage, then the open shift will be filled through the use of a turnsheet (based on seniority/availability). If an officer accepts the assignment, their name is moved to the bottom of the list.
- (d) The parties agree that should open shifts be unable to be covered by the above procedure, the Chief of Police or his designee may order an officer to shift coverage using the turnsheet list by reverse seniority and reasonable availability.

Section 5.8 Call-Outs.

All call-outs during off-duty hours shall be paid with a guaranteed minimum of two (2) hours pay. Meetings immediately prior to or following an officer's scheduled shift are part of that shift and shall not be considered "call-outs".

Section 5.9 Court Time for Police Officers.

No additional pay if court time falls during normal scheduled duty hours of the officer. An officer shall receive a minimum of two (2) hours per day, to be paid at his or her regular salary unless the officer has earned overtime in that pay period if reporting for court outside his/her regular work schedule.

Section 5.10 Training and Schooling.

Employees who receive approval from the Chief of Police or his designated representative for training or schooling directly related to the performance of an officer's duties, shall be paid for all time lost by the employee during his regular working hours. Lost time due to approved training or schooling shall be calculated at the employee's straight-time rate of pay and counted as hours worked for the purpose of computing overtime premium pay. The City will not pay, unless approved in advance, reimbursement for expenses incurred by the employee for such training or schooling. The Employer shall determine in its sole discretion the number and selection of employees, if any, assigned for training or schooling, as well as the nature of such training or schooling.

The City will pay for lunch (up to \$10) for a 1-day seminar and dinner (up to \$20) in the case of multiple-day seminars. The City will also pay for breakfast (up to \$8) where an overnight stay has preceded the meal in conjunction with the seminar. These expenses will be reimbursable by receipt.

Transportation, if available, shall be provided by the Employer to the approved training or schooling. If transportation is not available, the employee will receive the standard IRS allowable mileage, round trip, if he uses his own personal automobile. The City will continue to reimburse for work-related college tuition and books upon the same terms and conditions of Title 6, Section 6.1 of the Personnel Policy.

Section 5.11 Hours Actually Worked

"Hours Actually Worked" is defined as those hours in which an employee is working while on assigned duty for the Police Department, attending training courses as assigned by the City, on approved sick leave, holidays, vacation days, and funeral pay leave.

Section 5.12 Compensatory Time Off.

When a patrolman performs additional work beyond the eighty (80) hours in a pay period, he shall have the option of receiving pay in cash or in time off at time and one-half, subject to the following:

- (a) Compensatory time is defined as an employee's time off from his/her regular scheduled work time, taken in lieu of being paid overtime. Compensatory time

will accrue at the rate of one and one-half hours for each one hour of overtime worked.

- (b) Any employee who works overtime during any pay period, must notify the City Clerk within two (2) working days after the end of the pay period of his/her election to take credit for accumulated compensatory time in lieu of being paid for the overtime, and accumulated compensatory time will be credited to the employee.
- (c) A total of sixty (60) hours maximum compensatory time may be accumulated (at any given time) per employee. All hours of compensatory time may be received in pay, with the employee having the option of time off in lieu of pay.
- (d) A total of twenty (20) hours compensatory time may be carried over from fiscal year to fiscal year. Any compensatory time accrued beyond twenty (20) hours shall be purchased back by the City at the end of the year in which it was earned but not used.
- (e) Compensatory time can be added to or taken in conjunction with an employee's scheduled vacation.
- (f) Requests to use compensatory time off must be scheduled and approved. Requests to schedule compensatory time off less than thirty (30) days in advance shall be approved or denied within 24 hours of the request being made. All requests for compensatory time off shall be made a minimum of forty-eight (48) hours prior to its proposed use. If such a request is made with less than forty-eight (48) hours' notice, it shall be approved or denied at the complete discretion of the Police Department. If such a request is made forty-eight (48) hours or more in advance of the proposed use, it shall only be denied if it will require the Police Department to hire back another patrolman at an overtime rate of pay to fill the vacant slot. Compensatory time off may be requested more than one (1) month in advance of the day(s) off requested, but such request(s) need not be approved or denied more than fourteen (14) days in advance of the day(s) off requested.

ARTICLE VI – CONDITIONS OF EMPLOYMENT

Section 6.1 Uniforms and Equipment.

The City shall provide such uniforms and equipment for the employees as the Chief of Police determines is necessary, subject to reasonable rules for the preservation, use, and care of such uniforms and equipment as may be established by the Chief of Police from time to time. The City shall assume the cost of necessary repair/replacement

of such uniforms and equipment under such rules as the Chief of Police may determine necessary, including changes or additions to the police uniform.

It is understood that all uniforms and equipment as provided herein, including all articles of clothing, batons, holsters, badges, patches and hats, remain the property of the City and are only to be used in accordance with departmental rules. Upon separation from employment, all such uniforms and equipment, other than those worn out through normal use, must be returned.

In addition to the above, all full-time officers covered by this agreement will be given a \$375.00 uniform and equipment allowance each year. These allowance checks will be subject to all applicable taxes and/or deductions and shall generally be issued in a separate check on the first pay day after June 1 of each year. The officer will be responsible for all clothing and equipment replacement, except required articles of the uniform or equipment destroyed through regular wear-and-tear, or destroyed in the line of duty through no fault of the officer. Replacement of line-of-duty destroyed clothing/equipment by the employer will be by the written approval of the Police Chief. The foregoing will not affect initial issue or mandatory uniform changes.

New hires shall be responsible for purchasing their own service weapon from an approved list provided by the Chief of Police. The City will continue to reimburse officers \$30.00/month for use of cell phones.

Section 6.2 Lunch and Rest Periods.

Each patrolman shall be granted a thirty (30) minute lunch period as near as practical to normal eating hours and shall be granted two (2) rest periods of fifteen (15) minutes duration each ten-hour shift. Such breaks may be taken separately or together with the preapproval of the Chief of Police; however, no officer shall take cumulative breaks totaling greater than one hour during a shift. During such lunch break and rest periods, the patrolman shall be available in case of an emergency.

Section 6.3 Promotions.

Promotions shall be made by and at the Police Chief's discretion, with approval by the Council.

Section 6.4 Meetings with Chief of Police.

At the written request of the Union or the Chief of Police, the Chief of Police shall meet with the Union representatives to discuss matters relating to the operation of the Police Department. These meetings shall not be for the purpose of discussing matters which are subjects of the grievance arbitration provisions of this Agreement; however, this section shall not prohibit or restrict an informal meeting pursuant to §15.6. This section does not prohibit the Chief of Police from calling meetings at any time or for any purpose appropriate to the operation and good of the Police Department. The City shall pay patrolmen at the appropriate hourly rate of pay for required attendance during off duty hours at meetings called by the Chief of Police. Such meetings do not include those related to or arising from collective bargaining or union activity.

Section 6.5 Scheduling Changes.

The City shall notify patrolmen of any schedule changes as soon as possible.

Section 6.6 Training.

The City shall provide such annual police training as the Chief of Police deems advisable and practical and within budget limitations. Patrolmen shall be paid at the appropriate hourly rate of pay for all hours outside their regular working hours for attending required training sessions with a minimum of two (2) hours. For purposes of this section, "required training" shall be that basic training necessary in order to perform the duties of a patrol officer, that training specifically directed by the Chief of Police as being mandatory, and that training for which the Chief of Police specifically declares the officer will be paid for attending.

Section 6.7 Policy and Procedure Manual.

The Union agrees to abide by reasonable rules and regulations of the Policy and Procedure Manual adopted by the City as now in force or may from time to time be amended insofar as any amendments to the Manual do not conflict with the express terms of this Agreement. The Manual shall not be subject to the grievance and arbitration provisions set forth in this Agreement.

Section 6.8 Discipline.

No officer shall be disciplined without just cause. Discipline in the Police Department shall typically be progressive and corrective, and when appropriate, designed to improve

behavior; however, more severe discipline (up-to termination) may be imposed for a first offense to be commensurate with the severity of the offense committed, or when the circumstances otherwise warrant. The exclusive method for resolving disputes regarding discipline hereunder shall be the grievance procedure.

6.8.1. Discipline shall generally progress as follows, subject to the severity or seriousness of the offense:

- a. Verbal Warning
- b. Written Warning
- c. Suspension with or without pay, and
- d. Termination

6.8.2. An officer may be suspended with or without pay during an investigation of an alleged offense without violating the concept of progressive discipline provided for herein.

6.8.3. The Parties recognize that there is in existence the Uniform Peace Officers' Disciplinary Act, 50 ILCS 725/1, as amended. While the officers, the Union, and the City shall abide by this Act where required, disputes regarding the application of the Act or its requirements shall not be subject to the grievance procedure hereunder.

ARTICLE VII - HOLIDAYS

Section 7.1

The City shall observe for all regular full-time patrolmen the following holidays:

New Year's Eve Day
New Year's Day
Martin Luther King's Birthday
Good Friday
Memorial Day
Independence Day (July 4th)
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day
Christmas Day

As used in this Agreement "holiday(s)" refers to the day of occurrence. (Day of occurrence shall mean the date of the actual holiday, i.e. New Year's Day occurs January 1, Independence Day occurs on July 4, etc. Memorial Day, Labor Day and Martin Luther King, Jr. Day shall be on the Monday such holiday is observed generally).

Section 7.2

An employee who is on leave of absence during the occurrence of a holiday will not receive holiday pay. Any employee absent without authorized leave on the day preceding and/or the day following a holiday shall not be paid for the holiday.

Section 7.3

All employees will receive, for non-worked holidays, ten (10) hours pay at their regular straight-time rate of pay, excluding shift differential. All employees scheduled to work, and who do work on a holiday, shall receive ten (10) additional hours pay at their regular straight-time rate of pay plus regular pay at time and one-half (1.5X).

ARTICLE VIII - VACATIONS

Section 8.1 Eligibility for Vacations.

All regular bargaining unit patrolmen who have been continuously employed by the City for a period of at least twelve (12) successive months shall be entitled to a vacation as follows:

<u>Years of Continuous Service</u>	<u>Length of Vacations</u>
Less than 1 year	1 calendar week (5 duty days)
1 year but less than 10 years	2 calendar weeks (10 duty days)
10 years but less than 15 years	3 calendar weeks (15 duty days)
15 years or more	4 calendar weeks (20 duty days)

Employees must use at least one (1) calendar week (5 duty days) of vacation in one consecutive block. Remaining vacation days, if any, may be taken in 1-day increments, either separately or together, subject to availability and approval by the Chief of Police. A patrolman's anniversary date of employment shall be used in determining his eligibility for vacation, except that after one full year of employment, a patrolman may be allowed to take vacation that has already accrued on a monthly basis.

Section 8.2

For each week of vacation, a patrolman shall be entitled to an allowance of forty (40) hours' pay at his regular hourly rate of pay.

Section 8.3

The City will have one week's advance notice if the patrolman changes the scheduled vacation date; however, the patrolman acknowledges that the desired change may not be approved by the Chief of Police. The patrolman will have one week's advance notice if the City changes his vacation date.

Section 8.4

For the purpose of determining the time in which vacations may be taken, the year shall be from May 1st through and including April 30th. Vacation is taken in the fiscal year following the year earned. In an unusual or emergency situation, vacation may be taken in the year earned with the approval of the City Council.

Employees should apply for vacation in advance of the date desired, or in an appropriate amount of time, so as to not disrupt the normal operations of the City.

The Chief of Police maintains the absolute right and sole discretion to approve or deny the time requested for any vacation time.

Absence because of sickness, injury, or disability in excess of that authorized for such purposes may, at the request of the employee and the discretion of the Chief of Police, be charged against vacation time.

Section 8.5

Choice of vacation dates shall be granted whenever practical, but the operating requirements of the Police Department as determined by the Chief of Police shall prevail. Normally, only one patrolman per shift shall be allowed vacation time for any given period of time, but the Chief of Police may, at his sole discretion, accommodate requests from more than one patrolman consistent with the operational requirements of the Police Department. Request for vacation time shall be granted by seniority in the following order. Requests received by January 28 shall be scheduled by seniority and granted no later than March 1 of each calendar year. Approved vacations shall not be cancelled by reason of other patrolmen being on sick leave or on-the-job injury status (OJI) or simply by reason

of other situations creating overtime. Patrolmen may include up to five (5) days compensatory time as part of their vacation bid.

Section 8.6

Any patrolman who is laid off, discharged, retired, or separated from the service of the City for any reason prior to taking his annual vacation shall be compensated in cash for the unused vacation he had accumulated at the time of separation.

Section 8.7 Vacation During Holiday.

In the event a holiday falls during an employee's vacation, the employee shall receive ten (10) hours pay at his straight-time rate of pay for such holiday in addition to the employee's vacation pay or another day off at the option of the employee.

Section 8.8

Vacation does not accrue while employee is on unpaid leave, not working while receiving Worker's Compensation, or on-the-job injury status.

ARTICLE IX - LEAVES

Section 9.1 Military Leave.

Employees who enter the Armed Forces of the United States will, upon completion of such duty, be granted re-employment as provided under the Military Services Act. The City will comply with all federal and state laws regarding employment of military service personnel.

Section 9.2 Bereavement.

- (a) When death of an employee's brother, brother of a current spouse, sister, sister of a current spouse, spouse, parent, parent of a current spouse (including stepparent and adoptive parent), child, adopted child, stepchild, stepfather, stepmother, adoptive father, adoptive mother, grandparent, half-brother, half-sister, stepbrother, or stepsister occurs, the employee, on request, will be excused with pay for up to three normal scheduled days of work. Payment shall be made at the employee's straight-time hourly rate on the last day worked.
- (b) In the event a member of the employee's immediate family as above defined dies, the employee may, should the funeral be delayed, have his/her excused

absence from work as above provided delayed to include the date of the funeral.

Section 9.3 Allowance for Jury or Witness Service.

An employee, who is called for jury service or subpoenaed as a witness for an incident that occurred while in the line of duty, shall be excused from work for the days on which he serves. "Service" as used herein, includes required reporting for jury or witness duty when summoned until excused for the day. If the employee is not used for such service, he shall report his availability for work to the Chief of Police or designated representative if he had been scheduled for duty on the date he was called for jury or witness service. If the employee is used for jury duty, he shall receive, for each such day of service on which he otherwise would have worked, the difference between the payment he receives for such service and the amount of his regular daily rate of pay. The employee will present proof to the Employer that he did serve or report as a juror or was subpoenaed and reported as a witness, and the amount of pay, if any, received therefore.

Section 9.4 Personal Leave.

The purpose of personal leave is to insure that patrolmen do not suffer a loss of income when personal business requires their absence from work. Patrolmen shall be eligible for personal leave, which leave shall be used in increments of ½ day or 1 day, except with the written approval of the Chief of Police, personal leave can be taken in increments as small as two (2) hours. The purpose of personal leave is to provide for a continuation of compensation when the patrolman is legitimately absent to handle personal business, provided proper notice is given in advance of the patrolman's absence. As of the 1st day of May of each year, each employee will be credited with three (3) personal leave days. A new patrolman shall receive personal leave on a pro-rata basis until the 1st day of May subsequent to said patrolman's hiring. Where personal leave is not used during the fiscal year, the unused days shall not accrue or accumulate to the next year. Patrolmen shall not receive any additional compensation for unused days of personal leave, and may not use more than three (3) days in any fiscal year. Requested personal leave shall be allowed or denied at the Chief of Police's sole discretion.

Section 9.5 Sick Leave.

When a non-occupational disability or illness (i.e., accident or sickness not compensable under the Illinois Workers Compensation Act) prevents an employee from performing his or her required duties, each full-time officer hereunder shall be entitled to take up to two (2) sick leave days that accrue at a rate of .5 days per month. Such sick leave days are the maximum amount of sick leave benefits for any calendar year and may not be carried over or used cumulatively in any subsequent year.

9.5.1. The payment of sick leave benefits shall be at the employee's regular straight-time hourly rate of pay, excluding shift differential, at the time the sick leave is being taken, and payment shall be made on regularly scheduled pay dates.

9.5.2. An officer shall notify the Chief of Police of the need to use sick leave as soon as is reasonably practicable.

9.5.3. An officer who uses sick leave shall, immediately upon his return to duty, fill out and file with the Chief of Police a certificate to be furnished by the Employer, stating the cause of absence and the duration of sick leave time requested. The Chief of Police may, at his absolute discretion, require any officer provide proof that the officer legitimately used, required, or shall require such sick leave. The Chief of Police may require an officer furnish a release from their physician prior to commencing work. The City may, at its own expense, order an officer to be examined by the City's physician prior to returning to work.

9.5.4. An officer may donate his sick leave to another officer; however, such sick leave shall be used and compensated as if it were being used by the donating officer at the time it was donated. In addition, officers may substitute to work for the vacancy created by the officer on leave, and such officer on leave shall be credited and paid for that substituted time.

ARTICLE X - SENIORITY

Section 10.1 Definition.

Seniority is a patrolman's length of continuous service with the Police Department, dating from his last date of hire.

Section 10.2 Probationary Period.

Each patrolman receiving an original appointment shall be on probation for a period of twelve (12) months of actual, regularly-scheduled duty, exclusive of time on leave, time on training as required by the Illinois Law Enforcement Training Standards Board, or time cause by absence for another reason. For officers receiving an original appointment following execution of this initial agreement, the period of probation may be extended at the Chief of Police's sole discretion with approval by the City Council or its designee for an additional period of up to six (6) months, for a total of up to eighteen (18) months of probation. During his/her probationary period, a patrolman may be disciplined or terminated with or without just cause, without regard to progressive disciplinary concepts, and without being subject to the grievance procedures provided by this Agreement.

Section 10.3 Shift Preference.

- (a) Shift preference shall be granted in accordance with seniority, with priority given to the most-senior officer. Seniority shall govern at all scheduled shift changes which shall occur on or before the 31st of January.
- (b) These seniority clauses shall not include special assignments made by the Chief of Police solely at his discretion.

Section 10.4 Layoff and Recall.

During a reduction in force, patrolmen shall be laid off in accordance with statute. Patrolmen shall be recalled pursuant to statute.

Section 10.5 Termination of Seniority.

Seniority, and the employment relations, shall be terminated when a patrolman:

- (a) Quits; or
- (b) Is discharged; 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 contrary to the terms of an approved leave of absence from the Police Department while on such leave; or
- (e) Is unjustifiably absent for three consecutive scheduled workdays without proper notification or authorization.

Section 10.6 Seniority List.

Once each year, the City will furnish the Union with an up-to-date seniority list.

ARTICLE XI - WAGES

Section 11.1 Salary Schedule.

The base pay for a patrolman on probation shall be \$17.00 per hour; otherwise, base hourly pay shall be as follows:

	Initial	2% of initial	4% of initial	6% of initial	9% of initial
Years of Service	5/1/16	5/1/17	5/1/18	5/1/19	5/1/20
Patrolman 1 - 3	\$17.00	\$17.34	\$17.68	\$18.02	\$18.53
Patrolman 4 - 6	\$17.40	\$17.75	\$18.10	\$18.45	\$19.00
Patrolman 7 - 9	\$18.21	\$18.57	\$18.94	\$19.30	\$19.85
Patrolman 10 - 15	\$18.60	\$18.97	\$19.34	\$19.71	\$20.27
Patrolman over 15	\$18.87	\$19.24	\$19.62	\$20.00	\$20.57

Section 11.2

An officer's regular hourly rate shall be defined as a patrolman's base hourly pay, as shown above in §11.1.

Section 11.3 Longevity.

In addition to an employee's base salary as provided for in Section 11.1, each full-time bargaining unit employee covered by this Agreement shall receive longevity pay based upon his years of continuous service with the City of Marquette Heights. Longevity pay is not cumulative of other longevity pay. Such longevity pay shall be added to the employee's base salary in accordance with the following schedule:

Completed years of Service	Longevity Pay
Five (5) years (beginning 6 th year)	0.5%
Ten (10) years (beginning 11 th year)	1%
Fifteen (15) years (beginning 15 th year)	2%
Twenty (20) years (beginning 20 th year)	3%
Twenty-Five (25) years (beginning 26 th year)	4%

Section 11.4 Differential.

Generally, there shall be no differential pay other than as follows:

- (a) Third Shift. For officers who actually work during 3rd shift, as such shift shall be defined by the Chief of Police, they shall receive a premium of \$0.20 per hour in addition to the wages provided for in Section 11.1.
- (b) Acting Chief. In addition to an employee's base salary as provided in Section 11.1, an officer designated by the Chief of Police or the Mayor to perform all duties as acting or temporary Chief of Police, when such designation is in writing and specifically refers to this subsection, shall be entitled to a \$0.50 premium per hour. Officer's performing command functions during the Chief's regular days off do not qualify for such a premium.

ARTICLE XII - INSURANCE

Section 12.1 Insurance.

The City agrees to provide health insurance coverage through Blue Cross/Blue Shield to employees covered by this agreement as well as their dependents and, to include dental and vision coverage. Health insurance premiums for each category of coverage (e.g. for individual or family) as of the initial date of this Agreement will be funded by the Employer. Any and all increases thereafter shall be funded by the City's payment of fifty percent (50%) of the increase, and the employee paying fifty percent (50%) of the increase. Employees shall be responsible for paying the entire premium for any dental and vision coverage.

All officers shall be eligible to participate. Should it become necessary or desirable for the Employer to change insurance carriers or providers, the Employer may do so as long as the level of coverage (costs and benefits) is equal to or better than that provided at the time of this agreement. The Union shall have the right to impact bargain over the effects of any changes in costs or benefits during the term of this agreement. Impasses in such bargaining shall be resolved in accordance with the interest arbitration proceedings under 5 ILCS 315/14, as amended.

Section 12.2 Insurance Committee.

The Employer and the Union agree to establish a City-wide labor-management insurance committee. The insurance committee will meet periodically during the year to review insurance plans and seek bids for insurance, if necessary. The insurance committee shall make recommendations regarding adoption of alternative health insurance plans.

Section 12.3 Claims.

Disputes regarding insurance claims shall not be subject to the grievance procedure, but rather are to be considered disputes between the insurance company and the employee. Employee claims for insurance reimbursement shall be submitted to the appropriate insurance claims department.

Section 12.4 Guarantee of Full Pay if Injured.

All patrolmen injured in the line of duty shall be compensated pursuant to the Public Employee Disability Act (5 ILCS 345 et seq.), and any salary compensation due the injured patrolmen from workers' compensation or from any type of insurance which may be carried by the City shall revert to the City during the time for which continuing compensation is paid to the patrolmen in accordance with the Act. Compensation paid pursuant to this section shall be the full compensation to which the employee is owed, no additional vacation, holiday, sick leave, or personal days shall accrue during such time as an employee is compensated pursuant to this section.

ARTICLE XIII - FITNESS

The City and the Union both recognize the need for officers to maintain a level of fitness in order to perform police duties.

ARTICLE XIV – NO-STRIKE

Neither the Union nor any patrolman will instigate, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage of work or any other intentional interruption regardless of the reason for so doing. Any or all patrolmen who violate any of the provisions of this Article may be summarily discharged, or otherwise disciplined by the City pursuant to the Police Department's rules, regulations, policies and procedures,

and the State Statutes applicable thereto. Any such action by the City shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure.

ARTICLE XV – GRIEVANCE PROCEDURES

Section 15.1 Definition and Procedure.

For the purpose of this Agreement, the term "grievance" means any dispute or difference of opinion between the City and any patrolman covered by the Agreement, or the Union, involving the meaning, interpretation, or application of the provisions of this Agreement. A grievance may be filed by an individual employee or the Union. The sole and exclusive manner for handling and processing grievances shall be as follows:

Step 1: Any patrolman who believes he has a grievance shall present it to the Chief of Police or his designee, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a statement of the facts, the provision or provisions of this agreement which are alleged to have been violated, and the relief requested. The Chief of Police or his designee shall render a written response within ten (10) calendar days after such presentation.

Step 2: If the grievance is not settled in Step 1 and the Union desires to appeal, the specific nature of the grievance, including the provisions of the Agreement involved, an explanation of why Step 1 was unsatisfactory, and an explanation of the Step 2 remedy requested, shall be referred in writing by the Union to the City Police Committee within five (5) calendar days after the Chief of Police's answer in Step 1. The Police Committee, or its representative, shall discuss the grievance within ten (10) calendar days with the Union Steward and/or the Union representative at the time designated by the City. If no settlement is reached, the Police Committee, or its representative shall give the City's written answer to the Union within ten (10) calendar days following their meeting.

Step 3: If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to binding arbitration within seven (7) calendar days after receipt of the City's answer to Step 2. The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within the said seven (7) calendar day period, the aggrieved party shall immediately request the State or Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Both the City and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the City and the Union

requesting that he set a time and place, subject to the availability of the City and the Union representative.

Section 15.2 Authority of the Arbitrator.

The arbitrator shall have no right to amend, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him in writing by the City and the Union and shall have no authority on any other issue not so submitted to him. The arbitrator shall submit in writing his award within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later. The award shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented.

Section 15.3 Expenses.

The fees and expenses of the arbitrator shall be divided evenly between the Union and the City; otherwise, each party shall be responsible for compensating its own attorneys, representatives, and witnesses.

Section 15.4 Time Limit for Filing.

No grievance shall be entertained or processed unless it is submitted within ten (10) calendar days after the occurrence of the event giving rise to the grievance. In the event the grievance relates to an alleged repeating or ongoing violation, the timeliness of a grievance shall be measured as of the first such offense of which the union or an officer or officers were aware.

Section 15.5 Investigation and Discussion.

All grievance discussions and investigations shall take place in a manner which does not substantially interfere with the operation of the Police Department.

Section 15.6 Informal Dispute Resolution.

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute may be made between the bargaining unit member and the Chief of Police. Attempts to resolve disputes informally are voluntary, and are not intended to prevent, delay, or diminish an employee's right to file a grievance under this Article. In the event of a complaint, the member shall first complete his assigned task and complain later.

ARTICLE XVI – GENERAL PROVISIONS

Section 16.1 Union Bulletin Board.

The City will make available a bulletin board for the posting of official Union notices.

Section 16.2 No Discrimination.

The City and the Union agree not to discriminate against any patrolman on the basis of race, creed, color, sex, or national origin. No claim or dispute with respect to this provision shall be grievable; any individual so aggrieved shall be limited to seeking a remedy under any applicable state or federal law.

Section 16.3 Union Activity.

The City and the Union agree not to interfere with the right of patrolmen to become or not to become members of the Union and that there shall be no discrimination, interference, restraint, or coercion against any patrolman because of Union membership or non-membership.

Section 16.4 Fund Raising Projects.

Police Department patrolmen shall be permitted to promote and sponsor as Union activities, fund raising projects.

The Union agrees to appoint a committee with a chairman to make plans for and to supervise the conduct of any fund raising project. At least thirty (30) days prior to the proposed date for any project, the Union fund raising project committee shall present a written statement to the Chief of Police which will include an explanation of the following:

1. Nature of the project or event.
2. Date and time of the project or event.
3. Location.
4. Mode(s) of advertisement and/or publicity.
5. Names of any person or companies, other than Marquette Heights residents, who will assist in soliciting funds or sales of tickets, etc.
6. Must submit an annual report on April 30th of every year identifying the use of the money collected on fund raising projects.

The Union agrees not to conduct any fund raising project without first obtaining the consent and approval of the plans by the City Council. The City agrees not to unreasonably withhold consent and approval.

The Union agrees to do none of the following without first obtaining written consent from the City Council:

1. Solicit, advertise, or publicize while on duty.
2. Solicit while in police uniform.
3. Use the City's name in advertising, campaigning, publicizing, or soliciting.
4. Imply that a project is sponsored, co-sponsored, or supported by the City.

The Union agrees to indemnify and hold and save the City harmless from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage, or expense of whatsoever kind and nature including counsel or attorneys' fees, which the City shall or may at any time sustain or incur by reason or in consequence of any fund raising project proposed or planned or conducted by the Union.

Section 16.5 Outside Employment.

Any outside employment offered to this Police Department from any other employer or agency shall first be offered to the bargaining unit employees. All employment outside the Marquette Heights Police Department shall be subject to the Marquette Heights Police Department policies, rules, and general orders, and shall not be unreasonably denied where the employment does not conflict with the patrolman's primary job duties and responsibilities or the Marquette Heights Police Department policies, rules, general orders, or mission.

- (a) Employees may not engage in private or outside employment, or render any service for private interest, when such employment or service is incompatible or creates a conflict of interest with his/her official duties.
- (b) Employees may not engage in any private business or activity while on duty.
- (c) No employee shall engage in outside employment without prior approval by the Chief of Police or his designee. Violation of this provision is grounds for immediate termination. Any change in "outside" employment shall require prior authorization by the Chief of Police.

ARTICLE XVII – EMPLOYEE TESTING

Section 17.1 Statement of City Policy.

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

Section 17.2 Prohibitions.

Employees shall be prohibited from:

- (a) consuming or possessing alcohol (unless in accordance with duty requirements) or illegal drugs at any time during the work day or anywhere on any City premises or job sites including all City buildings, properties, vehicles, and the employee's personal vehicle while engaged in City business;
- (b) consuming, possessing, illegally selling, purchasing, or delivering any illegal drug (including steroids) at any time;
- (c) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking that may impact an officer's ability to perform his duties;
- (d) reporting for duty or working while under the influence of alcohol, any illegal drug, or any drug that impairs an officer's ability to perform his duties; or
- (e) abuse of prescribed controlled substances (i.e., use of prescribed drugs in a manner inconsistent with physician's approval).

Section 17.3

The City's supervisors may seek to counsel employees whenever they see changes in performance or behavior that suggest an employee has a drug problem. All employees share responsibility for maintaining a safe work environment and co-workers should encourage anyone who may have a drug problem to seek help.

Section 17.4

The goal of this policy is to balance the City's respect for individual officers with the need to maintain a safe, productive, and drug-free environment. The intent of this policy is to offer a helping hand to those who need it, while sending a clear message

that the illegal use of drugs is incompatible with employment with, or the safe conduct of duty for, the City.

Section 17.5

As a condition of employment, employees must abide by the terms of this policy and must notify the City in writing of any conviction of a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

Section 17.6

It shall be a condition of employment for all employees to submit to drug testing by a City-approved doctor under the following circumstances:

- (a) When there is reasonable suspicion to believe that an employee has used illegal drugs, or is under the influence of any drug or alcohol such that the officer's performance may be affected;
- (b) When an employee is involved in an on-the-job accident or incident where personal injury or damage to City property occurs;
- (c) As a part of follow-up program to treatment for drug abuse; or
- (d) When the Chief of Police or his designee has reason to believe an officer has violated Section 17.2 of this Agreement.

Section 17.7 Discipline.

Use of prohibited drugs at any time by an employee or a finding that an employee is under the influence of drugs or alcohol such that his performance could be affected during working hours, shall be cause for discipline, including termination, subject to the grievance procedure.

Section 17.8 Voluntary Requests for Assistance.

An officer may make one request during his employment with the City of Marquette Heights to voluntarily seek treatment for an alcohol or drug related problem provided the following conditions are met:

- (a) The officer has not been issued any discipline in the immediately preceding three months, is not currently the subject of a disciplinary investigation, and has not been ordered to submit to a test; and
- (b) The officer's request is made in writing; and
- (c) The treatment program is a recognized and reputable program with a 100-

mile radius of the corporate limits of the City of Marquette Heights and the City shall be the sole judge of whether the treatment program is recognized and reputable; and

- (d) The officer shall pay the cost of the treatment program; and the officer completes the course of treatment within three months of the time that the request was made for voluntary assistance and any “after care” within twelve months of the time that the request for voluntary assistance was made.

If the officer meets these conditions, then he shall be afforded the opportunity to use accumulated sick leave or take an unpaid leave of absence provided for in his contract, at the City's option, pending treatment.

The foregoing shall not be construed as an obligation on the part of the City to retain an officer on active status throughout the period of rehabilitation if the City determines that the officer's current use of alcohol or drugs prevents him from performing the duties of a police officer or whose continuance on active status would constitute a threat to the property or the safety of others.

If an officer fails to meet the conditions of his treatment program or any conditions of his “after care” program, then he may be subject to discipline up to and including discharge.

ARTICLE XVIII – EMPLOYEE SECURITY

Section 18.1 Personnel Files.

Where required by the Illinois Personnel Records Review Act, an employee's personnel files, disciplinary history, and investigation files (excepting pending investigations) shall be made available for inspection by the employee, or an authorized Union representative who has written authorization from the employee, during business hours and upon reasonable notification of such requests. A claimed violation of this section shall not be grievable; the Personnel Records Review Act shall provide the sole and exclusive mechanism for resolving or addressing any dispute or claim arising thereunder.

Section 18.2 Union / Labor Council Representatives.

Authorized representatives of the Labor Council shall be permitted, with

reasonable notice, to visit the Police Department during working hours to talk with employees and/or employer representatives concerning matters covered by this Agreement. Such visits shall not disrupt or interfere with duties and responsibilities of the employees. Release time without pay will be granted to employees who are elected, delegated, or appointed to attend conventions of the Fraternal Order of Police or of the Labor Council. Any request for such leave shall be submitted in writing by the employee to the Chief thirty (30) days prior to such conventions and shall be answered in writing no later than five (5) days before the requested leave. The granting of such requests shall not be unreasonably withheld, but shall be subject to the Police Chief's sole discretion as to whether granting such leave shall cause overtime or detract from the department's efficient operation. Employees may use accumulated appropriate leave time to remain in a pay status for leave under this Section. If an employee does not use accumulated leave time, he or she shall not be paid.

ARTICLE XIX – WAIVER OF BARGAINING

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, except that the parties shall bargain collectively in the event of a change in the law governing the relationship between these parties which impacts upon the wages, benefits, and working conditions of covered bargaining unit employees.

ARTICLE XX – RESOLUTION OF IMPASSE

Following expiration of this agreement, impasse regarding the negotiation of a successor agreement shall be resolved according to the provisions of 5 ILCS 315/14 of the Illinois Public Labor Relations Act, except that all arbitration hearings shall be conducted in the City of Marquette Heights, Illinois.

ARTICLE XXI - SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislation or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XXII - DURATION

This Agreement shall be effective upon execution and shall terminate on April 30, 2020, unless extended by mutual agreement. Written notice of a desire by either party to open negotiations for a new fiscal year shall be made at least sixty (60) days before April 30, 2020, but no earlier than January 15, 2020.

[Signatures on Next Page]

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 27 day of MARCH, 2017.

FOR THE EMPLOYER:



Mayor, City of Marquette Heights

FOR THE IFOP LABOR COUNCIL:



Bargaining Unit Chairman

ATTEST:

Its City Clerk



Bargaining Unit Committeeman



IFOPLC Field Representative

**APPENDIX A - DUES AUTHORIZATION FORM
ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCKTOWER DRIVE
SPRINGFIELD, ILLINOIS 62704**

I, _____, hereby authorize my employer, _____, 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 to deduct from wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, 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 Clocktower Drive
Springfield, Illinois 62704
(217) 698-9433

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

APPENDIX B - GRIEVANCE FORM

Lodge/Unit No.:

Year:

Grievance No.:



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)/Sections(s) violated: _____, and all applicable Articles

Briefly state the facts: _____

Remedy Sought: _____

_____, in part and in whole, make grievant(s) whole.

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

Lodge/Unit No.: _____ Year: _____ Grievance No.: _____

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative



MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MARQUETTE HEIGHTS (THE "CITY")
AND
THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL ("UNION")

Whereas, the City and Union agree that it is in the best interests of both parties to agree as to the unique compensation certain officers shall receive under the newly bargained agreement between them;

Whereas, Jeffrey Hall (the "Officer") receives pay in excess of what the negotiated agreement would provide an officer of his experience with the City;

NOW THEREFORE, the parties agree that:

1. For so long as he remains a lieutenant and employed by the City, Jeffrey Hall shall be deemed to have eight (8) additional years of service added to his actual years of service for purposes of calculating the compensation due him under Section 11.1.
2. The Officer's actual years of service shall be used for calculating all other compensation due under the agreement, including Section 11.3 regarding longevity.
3. This agreement shall automatically expire and terminate at such time as the Officer is no longer a lieutenant or employed by the City.
4. No amendment or revision to this agreement shall be enforceable unless it is in writing and signed by both parties.

Agreed to as of MARCH 27, 2017.

On behalf of the City:

Dana Deaton

On behalf of the Union:

Mark Rubin

Jeff S. Hall
Wally John

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF MARQUETTE HEIGHTS (THE "CITY")
AND
THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL ("UNION")

Whereas, the City and Union agree that it is in the best interests of both parties to agree as to the unique compensation certain officers shall receive under the newly bargained agreement between them;

Whereas, James Marrs (the "Officer") receives pay in excess of what the negotiated agreement would provide an officer of his experience with the City;

NOW THEREFORE, the parties agree that:

1. For so long as he continues to be employed by the City, the Officer shall be deemed to have two (2) additional years of service added to his actual years of service for purposes of calculating the compensation due him under Section 11.1.
2. The Officer's actual years of service shall be used for calculating all other compensation due under the agreement, including Section 11.3 regarding longevity.
3. This agreement shall automatically expire and terminate at such time as the Officer is no longer employed by the City.
4. No amendment or revision to this agreement shall be enforceable unless it is in writing and signed by both parties.

Agreed to as of March 28, 2017.

On behalf of the City:

Dana Dearlove, Mayor

On behalf of the Union:

[Signature]

[Signature]

