

LABOR AGREEMENT

BETWEEN

CITY OF LINCOLN, ILLINOIS

AND

ILLINOIS FRATERNAL ORDER OF POLICE

LABOR COUNCIL

REPRESENTING

LINCOLN CITY LODGE #208

MAY 1, 2019 - APRIL 30, 2022

LINCOLN CITY LODGE #208

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ARTICLE 1 -PREAMBLE

This Agreement is entered into by and between the City of Lincoln, an Illinois Municipal Corporation (hereinafter referred to as the (Employer), and the Illinois Fraternal Order of Police Labor Council representing Lincoln City Lodge No. 208 (hereinafter referred to as the “Labor Council”).

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Labor Council representing the Employees in the bargaining unit, to make clear the basic terms upon which such relationship depends, to encourage and improve efficiency and productivity. It is the intent of both the Employer and the Labor Council to establish an Agreement covering rates of pay, hours of work, and other terms and conditions of employment for bargaining unit employees for the term of this Agreement, and to prevent as well as to adjust misunderstandings and grievances relating to the terms and conditions set forth herein.

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

1.1 Recognition

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

All sworn peace officers in the rank of Patrolman, Corporal, and Sergeant in the Lincoln Police Department.

Positions excluded from the above-described bargaining unit shall include:

All sworn peace officers above the rank of Sergeant, and non-sworn personnel and any others excluded in the Illinois Public Relations Act, 1984, P.A. 83-1012; 5ILCS 315/1 et seq.

ARTICLE 2 -NON-DISCRIMINATION

2.1 Equal Employment Opportunity.

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

2.2 Non-Discrimination

The Employer, the Union and the officers agree that there will be no discrimination based on race, color, sex, religion or national origin or other statuses protected by federal and state law.

The Employer, the Union and the officers agree to comply with all applicable laws. Any such claims shall not be subject to the grievance and arbitration procedure herein but instead shall be processed through the appropriate federal or state agency.

2.3 Union Activity

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by the Illinois Public Labor Relations Act (P.A. 83-1012), 5 ILCS 315/1 et seq. as amended on account of membership or non-membership in, or lawful activities on behalf of the Union.

2.4 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 3 -DUES DEDUCTION AND FAIR SHARE

3.1 Dues Deduction

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

3.2 Dues

With respect to any officer on whose behalf the Employer receives written authorization form as provided for in Appendix A agreed upon by the Labor Council and the Employer, the Employer shall deduct from the wages of the officer the dues and/or financial obligation uniformly required and shall forward the full amount to the Labor Council by the tenth (10th) day of each 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 Labor Council. Authorization for such shall be irrevocable unless revoked by written notice to the Employer and the Labor Council during the fifteen (15) day work period prior to the expiration of this Agreement.

The Employer will provide a copy of the Dues Deduction Form to all employees upon hiring. The Employer shall grant the Lodge/Labor Council an opportunity during the orientation of new employees to present the benefits of membership in the Lodge/Labor Council. This privilege is subject to being discontinued in the event that a labor organization other than the Labor Council should seek or claim to represent a majority of the employees in the bargaining unit or should demand "equal time" at orientation.

3.3 Indemnification

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

ARTICLE 4 -MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Employer retains all traditional rights to manage and direct the affairs of the City of Lincoln and its Police Department in all of their various aspects and to manage and direct Employees, including but not limited to the following:

To determine the mission of the Department and to set standards of service offered to the public: to plan, direct, control and determine all the operations and services of the Department; to supervise and direct the working forces; to assign and transfer Employees; to establish the qualifications for employment, determine the number of Employees, and to employ Employees; to schedule and assign work; to establish work and productivity standards and from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce various rules, regulations, orders and policies; to evaluate Employees; to discipline, suspend and discharge Employees for just cause (probationary Employees without cause); to change or eliminate existing methods, equipment, uniforms or facilities; to hire, promote Employees; to lay off Employees when necessary; to determine and establish training requirements for positions within the Department; and to establish the ranks and positions of the Department and to establish the job duties of these ranks and positions in accordance with operational requirements. In addition, the Employer expressly reserves the right under this Agreement to exercise all management rights set forth 5 ILCS 315/4.

ARTICLE 5 -NO STRIKE

5.1 No Strike Commitment

Neither the Labor Council nor any police officer will call, initiate, authorize, participate in, 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 Labor Council nor any police officer shall refuse to cross any picket line, by whoever established.

5.2 Resumption of Operations

In the event of the action prohibited by Section 1 above, the Labor Council immediately shall disavow such action and request the police officers to return to work and shall use its best efforts to achieve a prompt resolution of normal operations. The Labor Council, including its

officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

5.3 Labor Council Liability

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

5.4 Discipline of Strikers

Any police 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 considered in violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether an officer did in fact participate in a prohibited action shall be subject to the grievance and arbitration procedure.

5.5 No Lock Out

The Employer will not lockout nor prevent any police officer from performing his duties as a result of a dispute with the Labor Council.

ARTICLE 6 -BILL OF RIGHTS

6.1 Conduct of Disciplinary Investigation

Any person(s) wishing to file a citizen's complaint against any police officer covered by the terms of this Agreement shall be requested to sign a sworn affidavit. The sworn affidavit shall outline in detail the nature of the alleged misconduct. Any citizen complaint(s) of a nature believed to result in an investigation resulting in disciplinary action in the form of a suspension or discharge shall be reduced to writing and signed by the complainant. If the investigation or interrogation of a law enforcement officer is likely to result 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 as set forth in 50 ILCS 725/1 et seq.

ARTICLE 7 -COMPLAINTS, GRIEVANCES AND ARBITRATION

It is mutually desirable and hereby agreed that all complaints and grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a grievance is any dispute or difference of opinion raised by an employee or the Labor Council against the Employer involving the meaning, interpretation or application of the provisions of this

Agreement. Any time period provided for under the steps in the grievance procedure may be mutually extended or contracted and shall not be unreasonably denied by either party.

Step 1. Complaints

The employee, with or without a Labor Council/Lodge representative, may take up a complaint with the employee's immediate supervisor within ten (10) calendar days of its occurrence, or circumstances giving rise to a complaint or when first known by the employee. The supervisor in conjunction with the Deputy Chief shall then attempt to adjust the matter and shall respond within five (5) calendar days after such discussion.

If the complaint as set forth above is not adjusted through the procedure as set forth, it shall at that point be called a grievance and then shall proceed as follows:

Step 2. Grievances

The grievance shall be reduced to writing on a mutually agreed to form (see Appendix B) and presented by the Labor Council/Lodge to the Chief of Police or his designee within ten (10) calendar days following the receipt of the supervisor's answer in Step 1. The Chief of Police or his designee shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the employee, his immediate supervisor or Shift Commander, and Labor Council/Lodge Representative within five (5) calendar days after receipt of the grievance from the Labor Council/Lodge. The Chief of Police or his designee shall then render a decision, based on the supplied information during the meeting, within ten (10) calendar days of the meeting.

Step 3. Arbitration

If the grievance is not settled in Step 2, the matter shall be referred for arbitration by written request by the Labor Council made within ten (10) calendar days of the Employer's answer in Step 2. Arbitration shall proceed in the following manner:

- (a) The Labor Council shall request the Federal Mediation and Conciliation Service to provide a panel of seven (7) arbitrators. Upon receipt of such list, each party shall strike a name from the list, until there is one name remaining. The first party to strike shall be determined by a coin flip. The remaining name shall be the designated arbitrator.
- (b) The hearing shall only be open to all parties in interest.
- (c) The decision of the Arbitrator shall be in writing and shall set forth the findings of fact, reasoning and conclusion of the issues submitted.
- (d) The decision of the Arbitrator shall be final and binding upon the parties.
- (e) The cost of the Arbitrator shall be borne equally by the Labor Council and the Employer.

- (f) If the arbitration hearing cannot be held during normal working hours of the grieved patrol officer, then no additional compensation nor overtime payment shall be made by the Employer to the grieved employee, witnesses or representatives of the Lodge.
- (g) The Arbitrator may interpret the Agreement, but shall have no right to ignore, add to, take from, or modify any of the provisions of this Agreement.

ARTICLE 8 - LABOR - MANAGEMENT CONFERENCES

8.1 Labor-Management Conference

The Labor Council and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Labor Council/Lodge representatives and responsible administrative representatives of the Employer. Such meetings may be requested to the other for a "labor-management conference" and expressly providing the agenda for such meeting. 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 Labor Council and/or Lodge of changes in non-bargaining conditions of employment contemplated by the Employer which may affect Employees.

The Employer and the Labor Council/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.

8.2 Exclusivity of Grievance Procedure

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

8.3 Absence from Work

When absence from work is required to attend "labor-management conferences", Lodge members shall, before leaving their workstation, give reasonable notice and receive approval

from the Chief in Order to remain in pay status. Lodge members attending such conferences shall be limited to three (3). Travel expenses associated with any "labor-management conferences" shall be the responsibility of the Employee.

ARTICLE 9 -F.O.P. REPRESENTATIVES

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

9.1 Attendance at Lodge Meetings

Subject to the need for orderly scheduling and emergencies, the Employer agrees that two (2) elected officials of the Board of Directors of the Lodge shall be permitted reasonable time off, without loss of pay, to attend general, board or special meetings of the Lodge, provided that at least forty-eight (48) hours' notice of such meetings shall be given in writing to the Employer, and provided further that the names of all such officials and officers shall be certified in writing to the Employer.

9.2 Grievance Processing

Reasonable time while on duty shall be permitted Lodge representatives for the purpose of aiding or assisting 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. "Reasonable" shall be defined as two (2) hours per grievance or more as approved by the Chief.

9.3 F.O. P Delegates

Any Employee(s) chosen as delegate(s) to the F.O.P. State or National Conference will, upon written application approved by the Lodge and submitted to the City with at least fourteen (14) day's notice, be given a leave of absence without pay for the period of time required to attend such Convention or Conference. This period of time is not to exceed one (1) week.

9.4 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.

In the event of an emergency callback of personnel, the Chief and/or Labor Council reserve the right to cancel any scheduled negotiations.

ARTICLE 10 -INDEMNIFICATION

10.1 Employer Responsibility

The Employer shall be responsible for, hold police officers harmless from and pay for damages or moneys which may be adjudged, assessed or otherwise levied against any police officer covered by this Agreement pursuant to 65 ILCS 5/1-4-6 or the present applicable insurance limits, whichever is higher.

The Employer shall not indemnify any employee where the injury results from the willful misconduct of an employee.

10.2 Legal Representation

Police Officers shall have legal representation provided by the Employer in any civil cause of action brought against a police officer resulting from or arising out of the performance of duties, provided that the officer acted within the scope of his duties and cooperates fully with the Employer in investigating the matter and providing assistance for his legal representation.

10.3 Cooperation

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

10.4 Applicability

The Employer will provide the protection set forth in Section 1 and 2 above, so long as the police officer is acting within the scope of his employment and where the police officer cooperates, as defined Section 10.3, with the Employer in defense of the action or actions or claims.

ARTICLE 11 -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.

The Union agrees that such Notices shall pertain to Union meetings and matters and shall not be inflammatory in nature.

ARTICLE 12 -DISCIPLINE AND DISCHARGE

12.1 Definition

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

- (a) Oral Reprimand
- (b) Written Reprimand
- (c) Suspension (Day = eight (8) hours)
- (d) Discharge

Furthermore, the foregoing shall not preclude the Employer from demoting an employee for just cause in addition to the discipline set forth herein. Any oral or written reprimands shall be done in a manner that will not embarrass the employee or the Employer before any other employees or the public.

12.2 Just Cause

The Employer agrees that disciplinary action shall be imposed only on a non-probationary employee for just cause and shall be imposed as soon as practical after the Employer learns of the occurrence giving rise to the need for disciplinary action and after the Employer has had a reasonable opportunity to investigate the facts.

12.3 Limitation

The requirement to use progressive disciplinary action does not prohibit the Employer from using a more severe disciplinary measure when the offense indicates that a substantial shortcoming or action of an employee renders the continuation of employment of the employee in some way detrimental to the Employer. Such disciplinary actions shall include, but not be limited to, possession of a controlled substance or alcohol; appearing for work under the influence of drugs or alcohol or other substance that may impair an employee's ability to perform all of the duties required; fighting with co-workers; or other offenses of similar gravity determined by the Employer to warrant more severe disciplinary measures.

12.4 Disciplinary Action Review

The Police Chief or his designee shall have the authority to issue all forms of discipline, including reprimands, suspensions and discharges. An employee may elect to have any reprimands reviewed through the grievance procedure of this Agreement. No such reprimand may be submitted to arbitration, but an employee may prepare and submit a rebuttal statement which shall be included in the employee's personnel file. However, any reprimands involving matters of an officer's truthfulness and/or credibility may be submitted by the Union to arbitration. Unpaid suspensions of up to 24 hours or less shall be reviewed and appealed only in accordance with the rules and regulations of the Board of Fire and Police Commissioners and the administrative review provisions of Illinois Compiled Statutes and shall not be subject to the grievance and arbitration provisions of this Agreement. Provided, however, the Board of Fire and Police Commissioners shall have no authority to increase the penalty imposed by the Police

Chief or his designee. Unpaid suspensions in excess of 24 hours, demotions, as well as discharges shall be reviewed only in accordance with the grievance and arbitration provisions of this Agreement and shall not be imposed by or subject to review by the Board of Fire and Police Commissioners of the City. Any such grievance over discipline shall be initiated at Step 2 (Police Chief) and filed within ten (10) calendar days of the receipt of the discipline.

12.5 Photo Dissemination

No photo of an officer shall be made available to the media, except with the officer's approval.

12.6 Compulsion of Testimony

The Police Department shall not compel an officer under investigation to speak or testify before, or to be questioned by any non-governmental agency relating to any matter or issue under investigation.

ARTICLE 13 -SENIORITY

13.1 Definition of Seniority

As used herein, the term "Seniority" shall refer to and be defined as to the continuous length of service or employment covered by this Agreement from the date of last hire.

As used herein, the term "rank seniority" shall refer to and be defined as to the length of service in a rank/classification covered by this Agreement from the date of last promotion in said rank.

13.2 Vacation Scheduling

Officers shall select the periods of their annual vacation on the basis of rank structure and rank seniority. Vacation schedules may be adjusted to accommodate seasonal operations, significant revisions in organization, work assignments or the number of personnel in particular ranks.

13.3 Personal Day Selection

Any dispute within a unit as to the selection of a personal day shall be resolved by the affected supervisor on a first request basis.

13.4 Seniority List

A seniority list shall be posted annually and revised as needed during the year which list shall show the date of hire for all bargaining unit members. Any disputes arising over the accuracy may be handled through the grievance procedure when filed within thirty (30) days from the posting.

13.5 Promotions

In considering officers for promotion, seniority (as defined in §1 above) shall be utilized as a tiebreaker.

13.6 Lay-Off

- (a) Where there is an impending lay-off with respect to the officers in the bargaining unit, the Employer shall inform the Labor Council in writing no later than thirty (30) calendar days prior to such lay-off and lay-off may be initiated by the Employer thereafter. The Employer will provide the Labor Council with the names of all officers to be laid off prior to the lay-off. All officers shall receive notice in writing of the layoffs at least thirty (30) calendar days in advance of the effective date of such lay-off.
- (b) Probationary employees, temporary and part-time employees shall be laid off first. If further layoffs are required, least senior employees shall then be placed on lay-off.
- (c) No employee will be hired to perform those duties normally performed by the laid-off police officer while said officer is on layoff status.

13.7 Recall

- (a) A police officer who has been laid off shall have his name placed on a recall list and will be recalled in inverse order of layoff.
- (b) A police officer on layoff will be notified of recall by means of certified mail return receipt. A police officer on layoff is expected to keep the Employer informed of his current address. A police officer recalled from layoff is expected to notify the Chief of his intent to report for work and the projected date of his return. Failure to report for work on recall from layoff within fifteen (15) calendar days of notification of recall will be considered resignation and loss of seniority.

13.8 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 on an approved leave of absence from the Police Department; or
- (e) Is absent for three (3) consecutive scheduled workdays without proper notification or authorization unless rendered incapable of such notification.

An employee who is hired after quitting will not be eligible for the re-instatement of benefits such as, but not limited to, seniority, longevity pay, etc.

13.9 Unpaid Leave Accrual

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

13.10 Lateral Entry

If an officer, as an original hire, or seeking reinstatement, meets the lateral hiring requirements under State law and satisfactorily completes the selection process established by the City of Lincoln Police and Fire Commission, the City may elect to start that officer at a level of pay comparable with his/her work experience but not greater than base pay. All other seniority issues regarding vacations, longevity, etc. will start with the date of hire.

ARTICLE 14 -HOURS, OVERTIME AND COMPENSATORY TIME

14.1 12-Hour Work Schedule

A twelve-hour work schedule shall consist of eighty-four (84) regularly scheduled work hours in a fourteen (14) day period. Employees will receive the same monthly and annual salary as set forth in Article 17, Wages.

The workday shall consist of two work shifts (Day Shift and Night Shift) of twelve consecutive hours each and have regular starting and quitting times. The work schedule cycle shall consist of the following:

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

The normal shift hours will be from 6:00 AM to 6:00 PM and from 6:00 PM to 6:00 AM. Additional overlap or cover shifts may be designated up to one hour's difference from the normal shift hours.

14.2 8-Hour Work Schedule

For positions assigned by the Chief of Police (e.g. Detective, Task Force Officer, School Resource Officer, etc.) the workday shall be eight (8) consecutive hours and the work week shall be five (5) consecutive days of duty followed by two (2) consecutive days off.

14.3 Schedule Changes

Any change from the normal work schedule, of an individual officer, required to meet operational needs must be accompanied with a seven (7) calendar day advance notice to the affected employee, unless an emergency is declared by the Chief of Police. An emergency shall be defined as an act of nature, an unplanned medical emergency or any incident requiring additional staffing in order to meet the needs of the public safety and welfare.

An officer's regular consecutive shift hours shall not be split unless by mutual agreement between the officer and the Chief of Police.

Should the Chief of Police desire to change the current 8-hour or 12-hour schedule system, he shall provide notice to the Union and bargain over said change upon demand of the Union.

14.4 Shift Selection

Annually, the Chief will request that employees submit a request to the Police Chief or his designee, on a form provided by the Police Department, to be assigned to a particular shift. The Police Chief shall make the final decision on the shift assignment and days off, based upon operational considerations, qualifications and rank seniority, and provided his reasons for doing so are not arbitrary and capricious. Nothing contained herein shall preclude the Police Chief from later assigning an employee or employees to another shift providing his reasons for doing so are not arbitrary and capricious.

14.5 Overtime Payment

Any hours worked in excess of the regularly scheduled workday as defined in Sections 14.1 and 14.2 above shall be compensated one and one-half (1 ½) times the regular hourly rate of pay for the work performed. Should an officer be called to duty while said officer is on vacation, personal time off or on furlough, that officer shall receive overtime payment for the hours worked. Hours worked shall include hours compensated for furlough, vacation and holidays.

Overtime rates shall be computed on the basis of a completed fifteen (15) minute segment. Overtime not banked as compensatory time shall be paid on the paycheck for the payroll period following the payroll period during which the overtime is worked.

The regular hourly rate of pay shall be determined by taking the employee's regular annual base pay and dividing the total by 2080 hours.

In the event an emergency is declared by the Employer, Chief, or his designee; as many of the Employees shall be continued on duty for such number of hours as may be necessary.

14.6 Compensatory Time

Compensatory time off in lieu of immediate overtime pay in cash will be calculated at the rate of two (2) hours for each hour of overtime worked. The Chief will maintain a time log which

log will reflect the accumulation of compensatory time for each employee. Such log will, in addition, reflect the use of compensatory time by the Employee.

Utilization of compensatory time at the request of the employee will not be unreasonably denied if operational requirements are not adversely affected.

Employees shall not accumulate more than one hundred (100) hours of compensatory time. Once an employee accumulates more than one hundred (100) hours of compensatory time, all additional overtime will be compensated at the rate of pay as provided in Section 14.5 of the Agreement.

Once compensatory time is elected, payment for accrued compensatory time shall only occur upon termination of employment and shall be calculated at the final regular rate of pay received by the employee.

14.7 Training Time

The Employer and the Labor Council mutually recognize that the Employer has a duty to offer training beyond basic instruction provided at the various State of Illinois, Police Training Academies. Both parties recognize the need and importance for such training, which shall continue throughout an officer's employment.

Training hours, including travel time, shall be compensated as follows:

- (a) Hours spent in Employer mandated training outside the regularly scheduled workday, including continuing state mandated training, shall be compensated as provided in Section 14.5 Overtime Payment, above.
- (b) Hours spent in employee requested training will be compensated in "school" time on an hour-for-hour basis for all hours spent in training on the officer's day off. An officer's regular work schedule may be changed to accommodate mutually agreed upon or officer requested training.

14.8 Call-Back.

A call-back is defined as an official assignment of work which does not continuously precede or follow an officer's regularly scheduled working hours. The employees reporting back to work shall be compensated for two (2) hours at the overtime rate of pay, or be compensated for the actual time worked, whichever is greater.

14.9 Court Time

Employees covered by this Agreement required to attend court outside their regularly scheduled working hours shall be compensated at the appropriate overtime rate with a minimum of two (2) hours at the overtime rate of pay for each such attendance at court.

Civil cases arising from employment of which an employee is subpoenaed to attend shall be subject to compensation by the Employer, as provided above, if the employee is otherwise not scheduled to work. The employee will release to the Employer all witness fees/mileage fees

received for testimonial purposes. Whenever an employee is subpoenaed during scheduled work hours, the employee shall be excused from duty with pay to attend court and shall release witness fees/mileage fees to the Employer.

14.10 Meal Breaks

Each employee shall be allowed a fifteen (15) minute period per four-hour tour of duty up to forty-five (45) minutes for meals. This meal period shall be considered out of service time during which the Employee will be subject only to priority calls.

It is understood and agreed that the Police Chief may establish reasonable rules which govern the use of meal breaks and coffee breaks.

14.11 Off-Duty Details

During the term of this Agreement, the Lodge and the Chief of Police agree to meet and discuss any issues arising out of off-duty details in an effort to resolve in a mutually agreeable and cooperative manner.

ARTICLE 15 -SAFETY ISSUES

15.1 Safety Committee

The Chief of Police shall appoint a designee(s) to represent him in meeting with the Lodge to discuss safety issues.

The designee(s) of the Chief of Police shall meet a minimum of every three (3) months with the Lodge Safety Committee, unless both parties agree that no meeting is necessary, to discuss safety issues which will be submitted in writing to the Lodge.

Any report or recommendation which may be prepared by the Lodge or designee(s) of the Chief of Police as a direct result of these meetings will be in writing and copies submitted to the Chief of Police and the President of the Lodge.

15.2 Disabling Defects

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 (if any), and follow the supervisor's direction relative to requesting repair, replacement, or the continued operation of said vehicle.

The Employer shall take all reasonable steps to protect employees during working hours in the performance of their duties

ARTICLE 16 -LEAVES OF ABSENCE

16.1 Definition of Family

A member of the immediate family shall be defined to be an officer's:

- mother or father
- wife or husband
- daughter or son (including stepchildren or adopted children)
- sister or brother (including half or step)
- father-in-law or mother-in-law
- daughter-in-law or son-in-law
- grandparent or grandchild
- stepparents of officer or spouse
- step-grandparents
- brother or sister-in-law.

16.2 Bereavement Leave/Death in Family

The Employer agrees to provide to officers leave without loss of pay as a result of death in the family. Upon the death of a person in the immediate family, an employee shall be entitled to three (3) consecutive days leave (with pay for days that are working days) to attend the funeral and to make arrangements and conduct matters related to the situation. Should circumstances arise where the officer would need more time off, for example; the attendance of an out of state funeral, such time would require the approval of the Chief of Police or his designee.

16.3 Short Term Military Leave

Employees shall be granted military leave in accordance with the state and federal statutes.

16.4 Educational Leave

Employees covered by the terms of this Agreement may be granted, upon request, a Leave of Absence, for educational purposes, without pay, not to exceed a period of one (1) year, after authorization from the Chief. Seniority will not continue to accrue while on educational leave.

16.5 Maternity Leave

An employee who becomes pregnant shall be granted a leave of absence upon presentation of the Employees physician attesting to the need for such leave, the projected date of birth, and the projected date of return to work. Such leave shall be without pay; however, an

employee may utilize her accumulated sick leave and vacation time during the leave period. The maximum leave granted under the terms of this Article shall be twenty-six (26) weeks. The leave may be extended for a maximum of twenty-six (26) weeks by mutual agreement of the Parties. The employee shall continue to accumulate seniority and shall be entitled to medical benefits as prescribed by the Agreement during the period of her leave.

An employee who becomes pregnant, if she so requests, with the advice of her physician, may be temporarily transferred to a less strenuous or hazardous position for the duration of her pregnancy where the transfer can be reasonably accommodated. This section should be read consistently with 775 ILCS 5/2-102 (J) and shall not be interpreted contrary thereto.

16.6 Job Related Medical Leave of Absence

An employee unable to work due to a job-related disabling condition shall be entitled to a leave of absence at his regular rate of pay for the duration of the time for which he receives TTD benefits under Worker's Compensation and pay pursuant to 5 ILCS 345/1.

An officer who sustains injuries arising out of and in the course of his employment shall be covered by the provisions of 5 ILCS 345/1. No officer will lose any benefits while injured on duty and will continue to accumulate all benefits provided by this Agreement. Officers on injury leave shall be returned to light duty if able to perform the work and placed at the discretion of the Department.

Inasmuch as the employee is to receive his full pay under this Article, the employee shall endorse his Worker's Compensation check for Temporary Total Disability and remit it to the City. The employee is entitled to retain any form of disability settlement.

It is understood that except as modified herein, all other provisions of 5 ILCS 345/1 shall apply; moreover, it is understood that an officer who works while receiving benefits under this Article is subject to penalties set forth in 5 ILCS 345/1 and will be subject to discipline including discharge.

Notwithstanding anything herein contained to the contrary, it is understood that if the City pays an employee pursuant to this section after said employee has received his regular pay for the period of one (1) year as set forth in 5 ILCS 345/1, said employee shall be required to pursue his workman's compensation benefits or disability benefits from the Lincoln Police Pension Fund, and the City will not be required to continue to pay his regular rate of pay after such one (1) year period.

16.7 Sick Days and Leave

The parties recognize that the abuse of sick leave interferes with the Department's productivity and is unfair to the majority of bargaining unit employees with good attendance records. Sick leave is a benefit and not a right and to be utilized for a non-job-related illness or injury of the employee. Employees may utilize up to five (5) sick days annually for the well-care, medical or dental appointments, or illness of sick spouse and dependent children in the employee's custody with advanced notice when practical. These five days shall not be considered additional to the total amount of sick days accrued. A sick day shall mean eight (8)

hours for those assigned to an eight (8) hour shift and twelve (12) for those assigned to a twelve-hour shift. Employees are prohibited from working at any other employment on any day sick leave is used. To provide a reasonable degree of assurance that sick leave is not abused, the parties agree that:

- (a) Officers must notify the Officer on duty that they will be on sick leave at least two (2) hours prior to their regularly scheduled tour of duty, unless reasonable circumstances prevent it.
- (b) In the event that the absence for which leave is requested exceeds twenty-four (24) consecutive work hours, the employee must submit documentation from his physician attesting to the necessity of the employee being absent from work due to personal illness or personal injury.

If any employee is off work due to a duty injury or extended sick leave in excess of (b) above for non-duty illness or off-the-job injury or disability or the employee has a pattern of sick leave usage, then that employee must submit written medical documentation from his Physician that he has been personally seen by a physician, that he is unable to work, the expected duration of the leave, the cause of the leave, and the expected date of return to work. Such documentation is to be submitted to the Chief or his designee. If additional time off is required for recovery which exceeds the original, projected date of return, additional documentation from the employee's physician must be submitted to the Chief, or his designee, prior to the original date of return.

The City may, at its discretion, require an employee utilizing sick leave to submit at any time during such leave to an examination by a physician designated by the City, at the City's expense. The City's right to require an employee to be examined by a City Physician shall occur upon either of the following events: 1) upon an employee using eighty-four (84) consecutive sick hours or 2) an employee accumulating two hundred forty (240) sick hours in a three hundred sixty-five (365) day period. If the physician's examination reveals a "disability", as defined by law, the employee is expected to go to the Police Pension Board and to apply for a Pension disability in accordance with applicable laws of the State of Illinois. A disagreement herein is subject to the Grievance Procedure.

An employee who abuses sick leave shall be subject to discipline up to and including discharge which matter is subject to the grievance procedure.

With respect to any employees hired after May 1, 2002, they shall accrue sick leave at the rate of one (1) sick day (8 hours for those assigned to an 8 hour shift and twelve (12) hours for those assigned to a 12 hour shift) per full month of employment. With respect to any employees hired after May 1, 2002, they may accumulate up to a maximum of one thousand eighty (1,080) sick hours for which no payment will be made upon separation or retirement.

Following May 1, 2002, any employee that does not use any sick leave during any calendar year shall receive one day of pay (8 hours) (twelve (12) hours if working a twelve-hour shift) to be paid in the first pay period of the next calendar year.

Sick leave Buyback. An employee who retires in good standing shall be paid, at the employee's straight time rate of pay, for their accumulated but unused sick leave, up to a maximum of ninety hours. (For example, if an employee retires with 1,080 hours of accumulated and unused sick leave, the employee would receive 90 hours of pay; $1,080 \text{ hours of sick leave} \div 12 \text{ hours} = 90 \text{ hours of pay for accumulated and unused sick leave.}$)

16.8 Fitness-for-Duty Testing

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

- (a) The employee shall be notified in writing of any such examination. The written notice shall also contain the basis for the Employer's cause to believe the employee is unfit for duty.
- (b) The examining professional shall form an opinion, based on the results of the examination, as to the employee's fitness for duty. The professional shall forward such opinion to the Employer. All test results, as well as conversations between the employee and the medical or psychological professional, as well as the release of the examination results, shall be considered confidential by the Employer representatives and governed in accordance with Illinois statutes. The employee shall be provided with copies of all examination results and associated documents.

The foregoing shall not preclude the employee, Union or City from utilizing the above in the event of a disagreement or challenge related to the employee's status or related issues.

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

16.9 Light Duty

Light duty may be assigned to an employee who becomes sick or is injured, provided, however, that the employee is released for such assignment by their physician and the city physician. Such an assignment will be made within the restrictions and restraints imposed by the physician(s). Assignment shall be within the police department and not be for more than ninety (90) working days, except in the case of maternity leaves where the employee may be assigned, with consent, for a period not to exceed 180 calendar days. Such assignment shall not be unreasonably denied.

ARTICLE 17 -WAGE RATES

17.1 Base Wages

The pay schedule for all employees covered by this Agreement shall be based on the following rates of pay, depending on the employee's job classification:

Classification		Effective Date	Starting	Base
Patrolman	2.75%	5/1/19	\$3,309.84/mo.	\$4,918.19/mo.
Patrolman	2.75%	5/1/20	\$3,400.87/mo.	\$5,053.44/mo.
Patrolman	3.00%	5/1/21	\$3,502.89/mo.	\$5,205.04/mo.

17.2 Rank Differential

In addition to base as defined in Section 17.1 above, the monthly rank pay scale shall be:

Corporal	5.00%
Sergeant	10.00%

17.3 Longevity

In addition to the base rate (referenced in section 1 above), employees covered by this Agreement shall receive a percentage increase pursuant to the following schedule, for the length of employment with the City:

Length of Service	Longevity Increase
2 years	2% of base salary
4 years	4% of base salary
6 years	6% of base salary
8 years	8% of base salary
10 years	10% of base salary
12 years	11% of base salary
14 years	12% of base salary
16 years	13% of base salary
18 years	14% of base salary
20 years	15% of base salary
22 years	16% of base salary
24 years	17% of base salary
26 years	18% of base salary
28 years	19% of base salary
30 years	20% of base salary

17.4 Specialty Positions

Effective May 1, 2009, an officer assigned to a specialty position (outside of patrol) on a full-time basis who is required by the Police Chief to be on-call/standby and required to respond

shall be compensated in the amount of \$225 per month which shall be added in addition to base pay, longevity, and rank differential for the period that he is so assigned.

17.5 Retroactive Pay

An employee who retired during the term of this Agreement or who is employed on the date this Agreement is executed shall receive retroactive pay on all compensated hours worked for the applicable period of employment during the term of this Agreement.

17.6 Work on Holidays

Patrol officers required to work on Memorial Day, July 4th, Labor Day, Thanksgiving, or Christmas day will be compensated at the time and one-half (1.5X) rate of pay for all hours worked on the mentioned holiday.

ARTICLE 18 -WORKING OUT OF CLASSIFICATION

18.1 Assigned Rank

Any officer who is assigned by the Police Chief or Deputy Chief to work in a position or rank senior to that which he normally holds shall be paid at the rate for the senior position of the rank while so acting.

18.2 Assumed Rank

When an officer is required to assume the duties and responsibilities of a rank higher than that which he normally holds for more than fifteen (15) consecutive workdays, he shall be paid the rate for the higher rank.

ARTICLE 19 -UNIFORMS

The Employer will provide uniforms for the members of the bargaining unit accordance with the provisions of this Article.

Uniforms will be issued to all members in the bargaining unit according to the Equipment Issue Inventory as shown herein. Items other than those listed may be issued when deemed necessary by the Chief or Deputy Chief.

All uniforms and equipment issued remain the property of the City of Lincoln Police Department. Officers are responsible for the care and cleaning of uniforms issued. Uniforms which are worn out or damaged beyond repair will be replaced by the department. The Chief or Deputy Chief will determine when an item needs replacement or repair.

Upon retiring or other termination of employment with the department, all uniforms and equipment issued to an officer will be returned to department custody in good condition with allowance made for normal wear.

Equipment Issue Inventory

Service Weapon	Brief Case or Duty Bag
3 Magazines	Winter Coat with Jacket
Holster	Shoes
Magazine Carrier	Boots
Sam Browne Belt	Body Armor
Garrison Belt	Policy Manual
3 Badges and Hat Shield	Flashlight and Carrier
Collar Insignia	Clipboard
Tie Clasp	Ticket Book Holder / Tickets
Name Bar	(3) LS Shirts
ID Card	(3) SS Shirts
Uniform Hat	(3) Pants
Expandable Baton	Portable Radio, Charger and Clip
Handcuffs & Carrier	Earpiece and Shoulder Microphone

ARTICLE 20 -PERSONAL TIME OFF

20.1 Personal Time Off (PTO)

The Employer will provide Personal Time Off (PTO). PTO may be taken at any time provided it is scheduled and approved, in advance, by the affected shift supervisor or the Deputy Chief. Any dispute within a unit as to the selection of PTO shall be resolved by the affected supervisor, Chief of police or his designee on a first request basis. It is understood that such request may be denied if insufficient officers, in the judgment of the Chief or his designee, would be available to meet the operating needs of the Department or granting such request would result in the call-back of unscheduled personnel or overtime payments.

20.2 Personal Time Off Approval

The supervisor in charge of the shift on the day off desired will be the person who determines whether or not the request is granted.

- (a) Sergeants will ensure that enough personnel are working before granting Personal Time Off.
- (b) Sergeants will keep a record of Personal Time Off granted.
- (c) The Chief of Police may designate certain days of the year as time when maximum manpower is required. On these designated days, no Personal Time Off will be granted.

- (d) It is understood that in some rare instances an officer may require special consideration for the use of Personal Time Off without advance notification. In such instance, approval will not be denied provided that granting such request would not result in the call back of unscheduled personnel or overtime payments.
- (e) Personal Time Off may not be taken in increments of less than one (1) hour.

20.3 Personal Time Off Amounts/Accrual

12-Hour Shift

Officers may accrue a maximum of one hundred thirty-eight (138) Personal Time Off hours.

- (a) On 01 Jan. of each calendar year, one hundred twenty (120) Personal Time Off hours are accrued by each officer.
- (b) No more than eighteen (18) Personal Time Off hours may be carried over from the previous year; unless approved by the Chief of Police.

8-Hour Shift

Officers may accrue a maximum of one hundred twenty (120) Personal Time Off hours.

- (a) On 01 Jan. of each calendar year, one hundred four (104) Personal Time Off hours are accrued by each officer.
- (b) No more than sixteen (16) Personal Time Off hours may be carried over from the previous year; unless approved by the Chief of Police.

20.4 New Hire PTO

Officers hired after the effective day of this Agreement shall be eligible to take Personal Time Off during the calendar year of their hire according to the following schedule:

<u>Date of Hire</u>	<u>Hours of Personal Time Off</u>
January thru March	60 hours
April thru June	48 hours
July thru September	36 hours
October thru December	24 hours

20.5 Personal Time Off Selection

Any dispute within a unit as to the selection of a personal day shall be resolved by the affected supervisor on a first request basis.

ARTICLE 21 - VACATIONS

All Officers within the bargaining unit shall be entitled to vacation time in hours with pay under the following schedule:

	8-Hour Schedule	12-Hour Schedule
After one (1) year thru two (2) years	forty (40)	forty-eight (48)
Three (3) years thru eight (8) years	eighty (80)	ninety-six (96)
Nine (9) years thru fourteen (14) years	one hundred twenty (120)	one hundred forty-four (144)
Fifteen (15) years thru twenty (20) years	one hundred sixty (160)	one hundred eighty (180)
Twenty-first year and thereafter	two hundred (200)	two hundred twenty-eight (228)

It is agreed that the intent of this Article is to provide vacations to eligible employees who have been consistently employed. Consistent employment shall be construed to mean the receipt of earnings or compensation consisting of workers' compensation in at least seventy-five percent (75%) of the pay periods within the year immediately preceding the Employee's anniversary date.

No Employee shall be eligible to receive any benefits under this Article if he quits or resigns from the employment of the Employer without giving two (2) weeks written notice of his intention to resign.

All vacation time will be selected by shift on a rank and seniority basis. The sergeant with the most time in rank shall select first. Single picks of vacation are limited to seven (7) consecutive working days and the employee must return to work. Vacation hours used must be a minimum of one working day (8 hour or 12 hour). Vacation use is subject to the advance approval of the Police Chief or his designee, subject to the operational needs of the City.

All vacation time will be used during the calendar year in which they accrue unless permission to carry over into the following year is granted by the Chief or Deputy Chief.

ARTICLE 22 - INSURANCE

22.1 Hospitalization

The Employer will provide basic hospitalization program and medical insurance for the employees and, at the option of the employee, for their dependents.

The City will pay 90% of the cost of the employee only premium; and the employee shall pay 10% of said premium. If the employee elects the high deductible plan, the City will contribute \$115 per month to the employee's HSA.

Any premium contributions for employee only coverage or dependent coverage will be deducted from the Employee's pay on a monthly basis.

The Employer shall retain the option to change the insurance carrier, policy or benefit levels provided the benefits remain substantially the same except as outlined below.

Should the Employer find it necessary, due to financial reasons to make major adjustments in benefits and coverage, it shall give sixty (60) days prior notice to the Labor Council/Lodge before any such major adjustments are implemented. Representatives of the Labor Council/Lodge and the Employer shall then meet as soon as practical to discuss the proposed adjustments. If an understanding is not reached with respect to the proposed adjustments within thirty (30) days of the initial meeting between the parties, the matter shall be submitted to arbitration pursuant to Step 3 of the grievance procedure within this Agreement. (The parties may waive or extend any time period in this Article or the grievance Article.) The arbitrator shall determine whether the major adjustments proposed by the Employer are arbitrary and capricious in light of the financial need. If the arbitrator finds that the adjustments are arbitrary and capricious as stated above, he may order appropriate make whole relief and may also order that the officer shall pay a part or all of any of the premiums as required to purchase particular coverage and benefits.

Only during the contract terms, except as provided below, newly retired employees will be provided the same hospitalization program with the same benefits extended to officers covered by this Agreement. In addition, the City shall make payments of fifty percent (50%) of the cost of the Employee-only coverage health insurance for said newly retired employees if said employees are fifty-five (55) years of age and have had twenty (20) years on the force prior to retirement. Any Employee who retired after twenty (20) years on the force and fifty (50) years of age shall pay for the hospitalization program until he or she attains the age of fifty-five (55) years. Once said Employee has remained on the plan until fifty-five (55) years of age and has had twenty (20) years on the force, then the City shall, during the terms of this Contract, pay the fifty percent (50%) cost of the Employee-only coverage health insurance for said Employee. These provisions shall only apply to those Employees retiring after the effective date of this Contract and during the Contract term. Said insurance for retirees shall be subject to the same limitations and the same adjustments in benefits and coverage as set forth in the foregoing paragraph.

Once an Employee or current retiree who had twenty (20) years of service becomes Medicare-eligible then the City may provide insurance as a Medicare supplement to those Employees who are eligible. The City agrees to pay fifty percent (50%) of the cost of the Medicare supplement, for those Employees retiring after the effective date of this Contract and those retired after May 1, 1989.

22.2 Life Insurance

The Employer shall continue to supply each full-time employee covered by the terms of this Agreement with Twenty Thousand Dollars (\$20,000.00) of term life insurance.

22.3 Death Benefit

The Employer shall pay up to Eight Thousand Five Hundred Dollars (\$8,500.00) for funeral expenses for the officer due to the officer's death in the line of duty.

22.4 Dental Plan

The Employer shall continue to provide a basic dental plan for all officers and their dependents, with the Employer paying the cost for both the officer and their dependents. Should the premium(s) paid by the City increase, then by giving the bargaining unit at least sixty (60) days prior written notice of such proposed premium increase, the parties may re-open negotiations for the purpose of determining what premium increase(s), if any, shall be paid by the Employer and/or the employee(s). Employees shall not be required to pay any increased insurance premium(s) unless it is the result of negotiations as mentioned above.

22.5 Insurance Advisory Committee

The parties agree to establish an Insurance Advisory Committee, by no later than August 1, 2019. The committee shall include two members from each City employee collective bargaining unit who wish to participate; and an equal or a smaller number of management representatives. As an example, should Police and Fire units elect to participate union members would equal 4 in number. The Employer would be eligible to up to four members on the committee. Each unit will designate its members, the Employer will designate its members. The purpose of the committee is to review the operation of the health insurance plan, investigate ways to improve the health care program, and make recommendations for changes to the hospitalization program. The parties shall maintain all contractual rights they may have relating to changes in health insurance.

ARTICLE 23 -PERSONNEL FILES

The City shall maintain and utilize the following types of personnel files:

- (a) **Employee File**
There shall be an official personnel file for each police officer. This file shall be maintained and kept by the City Clerk of the City of Lincoln.
- (b) **Department File**
In addition to the employee file referenced above, Police Department officials may keep and maintain a separate file for each police officer. This file may contain job related information which will benefit the supervisor when he/she is preparing an officer's performance evaluation.

Both the employee files and the department files referenced above in (a) & (b) shall be considered and treated as confidential and only released by court order.

Police officers shall have the right, upon request, to review the contents of their employee and/or department file. In this regard, a police officer may be accompanied by a Lodge representative, he wishes. A police officer may also authorize a Council/Lodge representative to view his/her files in the police officer's absence upon written authorization.

A police officer may view his file during regular work hours with no loss of pay for time spent, provided he has requested and has been authorized by his immediate supervisor to do so. Police officers shall be allowed a reasonable amount of time to view their file and reasonable requests for a copy of the files' contents shall be honored.

No citizen complaint shall be placed in a police officer's files unless the complaint is accompanying a specific disciplinary action related to the complaint.

Police officers may, if they choose, attach explanatory statements to any materials placed in their personnel files, including disciplinary actions.

Oral reprimands which an officer receives shall be removed from that police officer's files once a period of one (1) year passes without the officer receiving any further disciplinary actions.

Written reprimands which an officer receives shall be removed from that officer's personnel files once a period of two (2) years passes without the officer receiving any further disciplinary actions.

Any expired oral or written reprimands found in the employee's file that have expired will not be used against the employee and shall be removed from the file.

ARTICLE 24 -EMPLOYEE PERFORMANCE EVALUATION

Based on the fact that the Employer will enter into an Employee Performance Evaluation Program during the term of this Agreement, the Union and the Employer agree that guidelines are essential. As a result, qualifications of an officer are defined as ability, skills, experience, and job performance.

Any performance evaluation form will involve factors based on qualifications which will include, but not be limited to, job understanding, job performance, job productivity, dependability, and cooperation.

The officer will be reviewed by his Sergeant. The completed form will then be reviewed by the Chief. Sergeants will be reviewed by the Chief.

An officer may file a grievance if he disagrees with the evaluation.

ARTICLE 25 -EMPLOYEE TESTING

25.1 Statement of Policy

It is the policy of the City of Lincoln that the public has the right to expect persons employed by the City to be free from the effects of drugs and alcohol. As a public Employer, the City is subject to certain duties to maintain a drug-free workplace, under Federal and State Laws. Nothing in this Agreement shall be interpreted in a manner which might prevent the City from fulfilling such duties, or from taking measures necessary to maintain a drug-free workplace. The Employer has the right to expect its employees to report for work fit and able for duty. The purpose of this policy shall be achieved in such manner as not to violate any established rights of the officers.

25.2 Prohibitions

Officers shall be prohibited from:

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

This section is not intended to limit the duty of the Employer to enforce the laws of the State of Illinois and all regulations of the Lincoln Police Department or to restrict the Employer's right to require prospective hires to submit to a drug screening procedure.

25.3 Drug and Alcohol Testing

- (a) **Random Drug Testing**. The City may require its officers to submit to testing as hereafter provided on a random basis up to three (3) times annually (with up to 50% of the bargaining unit tested each time) at a time and place designated by the City. Random is defined to be unit-wide and notification to be made to the affected Officer(s) immediately after the drawing. An officer shall be required to submit himself for testing upon notification. An officer may have a FOP representative present as appropriate.
- (b) **Reasonable Suspicion**. In addition to random test, if the Chief of Police or his designee has reasonable suspicion that an officer is under the influence of alcohol or illegal drugs during the course of the work day, the Chief of Police or Deputy Chief shall have the right to require the officer to submit to alcohol or drug testing as set forth in this Agreement.

- (c) Post-Accident. It is understood that a drug or alcohol test may be required when an employee is involved in an accident where there is reasonable suspicion of illegal drug use or alcohol abuse.
- (d) Officer-Involved Shootings (OIS). Employees involved in an “officer-involved shooting” must submit to drug and alcohol testing according to Illinois law. The term “officer-involved shooting” means any instance when a law enforcement officer discharges his or her firearm, causing injury or death to a person or persons, during the performance of his or her official duties or in the line of duty. The drug and alcohol testing must be completed as soon as practicable after the officer-involved shooting but no later than the end of the involved officer’s shift or tour of duty. The testing will be governed by the protocols outlined in 25.5 Test to be Conducted, below.

25.4 Order to Submit to Testing

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

25.5 Tests to be Conducted

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

- (a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the Substance Abuse and Mental Health Services Administration (SAMSHA);
- (b) Ensure that the laboratory or facility selected conforms to all SAMSHA standards;
- (c) Establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result. No officer covered by this Agreement shall be permitted at any time to become a part of this chain of custody;
- (d) Collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the officer;
- (e) Collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration;

- (f) Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatographyl mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- (g) Provide the officer tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the officer's own choosing, at the officer's expense; provided the officer makes such demand of the Chief of Police or his designee within seventy-two (72) hours of receiving the results of the test;
- (h) Require that the laboratory or hospital facility report to the Chief of Police that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of test administered), the City will not use such information in any manner or forum adverse to the officer's interests;
- (i) Require that with regard to alcohol testing, for the purpose of determining whether or not the officer is under the influence of alcohol, test results that show an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive. This shall not preclude the City from attempting to show that lesser test results, i.e. below .04, demonstrate that the officer was under the influence of alcohol, but the City shall bear the burden of proof in such cases;
- (j) Provide each officer tested with a copy of all information and reports received by the City in connection with the testing and the results at no cost to the officer;
- (k) Ensure that no officer is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

25.6 Drug Testing Standards

(a) Screening Test Standards

The following initial immunoassay cutoff levels shall be used when screening specimens to determine whether they are negative for the five (5) drug or classes of drugs:

Initial Test Level	
Marijuana Metabolites	100 ng/ml
Cocaine Metabolites.....	300 ng/ml
Opiate Metabolites	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines.....	1000 ng/ml

(b) Confirmatory Test Standards

All specimen identified as positive on the initial screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below. All confirmations shall be by quantitative analysis. Concentrations which exceed the linear region of the standard curve shall be documented.

Confirmatory Test Level	
Marijuana Metabolites (1)	15 ng/ml
Cocaine Metabolites (2)	150 ng/ml
Opiates:	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines:	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml

(1) Delta-9-tetrahydrocannabinol-9-carboxylic acid

(2) Benzoylecgonine

The above cut-off levels have been established based on Department of Health and Human Services Recommendations. It is understood the changes in technology an/or the need to detect the presence of other prescription or illegal drugs may necessitate the adoption of new or changed cut-off levels. Should such changes or need arise, the parties agree to meet promptly to negotiate with respect to the levels to be adopted. If no agreement is reached within sixty (60) days, the City may for good cause (e.g. NIDA OR Health and Human Services Recommendations) implement new or changed cut-off levels on an interim basis while negotiations are proceeding, subject to challenge by the Union through the grievance procedure.

25.7 Right to Contest

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

25.8 Voluntary Requests for Assistance

The City shall take no adverse employment action against an officer who prior to any mandatory testing and for the first time voluntarily seeks treatment, counseling or other support for an alcohol or prescribed drug problem, other than the City may require reassignment of the

officer with pay if he is then unfit for duty in his current assignment. The City may make available through its Employee Assistance Program (if available) a means by which the officer may seek referrals and treatment. All such requests shall be confidential, and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the officer's interest, except reassignment as described above.

25.9 Discipline

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

- (a) The officer agreeing to appropriate treatment as determined by the physician(s) involved;
- (b) The officer discontinues his abuse of the prescribed drug or abuse of alcohol;
- (c) The officer completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
- (d) The officer agrees to submit to random testing during hours of work during the period of "after-care".

Officers who do not agree to or act in accordance with the foregoing, or who test positive for illegal drugs, prescribed drugs other than those already reported to the Employer, test positive for alcohol a second or subsequent time during the hours of work or who fail to report adverse side effects of a prescribed drug to the Employer shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an officer on active status through the period of rehabilitation if it is appropriately determined that the officer's current use of alcohol or drugs prevents such individual from performing the duties of a peace officer or whose continuance on active status would constitute a direct threat to the property or safety of others. Such officers shall be afforded the opportunity to use any accumulated paid leave that he/she may have, such as compensatory time, vacation time, sick days (max. of sixty (60) sick days) or personal convenience days, or take an unpaid leave of absence pending treatment at his option.

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

ARTICLE 26 -COLLEGE CREDIT INCENTIVE

26.1 College Credit

The Employer agrees to reimburse any officer pursuing an associates or bachelor's degree. Courses must be approved by the Chief of Police prior to enrollment and job-related in nature, which will be reimbursed at the following rates:

Final Class Grade A	100% of tuition including books
Final Class Grade B	75% of tuition including books
Final Class C	50% of tuition including books
Below Grade C for final class grade receives no reimbursement.	

Employees who as of the date of execution of this Agreement who are enrolled in a masters' degree shall continue to be reimbursed as provided above.

ARTICLE 27 -GENERAL PROVISIONS

27.1 Lodge/Council Visits

Authorized representatives of the National, State Lodge, or Labor Council 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.

27.2 Right to Records

The Council/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.

27.3 Personal Property Replacement

The Employer agrees to repair or replace as necessary, an officer's eye glasses, contact lenses or prescription sun glasses, up to a maximum of \$350 or other personal property, (i.e. watch and sunglasses up to a maximum of \$50 and cell phone and flashlight up to a maximum of \$100) if such are damaged or broken, if during the course of the officer's duties the officer is required to exert physical force or is attacked by another person. Personal property regularly and specifically used by the officer in the performance of duties and approved in writing in advance by the Chief of Police or his designee shall be replaced or repaired in an amount agreed upon by the Chief or his designee.

It is understood that the person claiming said loss will have to present adequate documentation to satisfactorily justify the claim and the incident is to be documented immediately with the officer's supervisor.

27.4 Inoculations/Immunizations

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

27.5 Department Policy & Procedures

The Employer has the right to promulgate and enforce reasonable policy and procedures. The Union agrees that its members shall comply with all Police Department Policy and Procedures. A dispute or disagreement over the application or Policy and Procedures which affect the members of the Union shall be subject to the grievance procedure.

Should the Employer decide to change the Police Department Policy and Procedures, it shall first notify the Union, in writing, at least sixty (60) days prior to the date of implementation of the proposed change(s). Then, if requested by the Union, the parties shall meet as soon as can be mutually agreed, but without unreasonable delay, to discuss the proposed change(s) and their impact on the bargaining unit.

The Employer shall not adopt any ordinance and the Police Department shall not adopt any policy which prohibits the right of an officer to bring suit arising out of his duties as an officer.

27.6 Residency

Officers shall establish and maintain a primary residence anywhere within fifteen (15) miles of the corporate limits of the City of Lincoln; verified through mortgage documents, title documents, property tax records or lease agreement. For newly hired officers, the primary residence shall be established within 90 days of completion of their probationary period. Any time extensions of residency requirement must be approved in writing by the Chief of Police or his designee. Regardless of the provisions of this Section, employees shall not be subjected to any residency requirement which is stricter than the requirement in place at the time of their employment, as provided in Illinois statute.

27.7 Police Pension Board Training

With the advance approval of the Police Chief, an officer who is elected to the police pension board may participate in the initial 32-hour on-line state mandated training for police pension board members while on-duty without loss of regular straight time pay. Provided, however, the officer must respond to calls for service. For the 8-hour annual re-training, with the advance approval of the Police Chief, an officer on the police pension board may be relieved of duty without loss of regular straight time pay to attend the training, if the release does not create

overtime. Alternatively, an officer, with the advance approval of the Police Chief, may request the use of applicable benefit time.

27.8 Outside/Secondary Employment

Outside/Secondary Employment shall be governed by the provisions of Lincoln Police Department Policy. Appeals of denial, suspension, or revocation of outside employment shall be reviewed through the grievance and arbitration provisions of this Agreement. Any grievance shall be filed directly to Step Two-Chief of Police within ten (10) calendar days of the date the employee was notified in writing of the denial, suspension, or revocation of approval of outside/secondary employment.

ARTICLE 28 -CANINE OFFICER

28.1 Compensation

Officers appointed by the Chief of Police as Canine Officer(s) shall work and be compensated for their work, in addition to the all other compensation referenced within this Agreement, in the following manner:

The Canine Officer shall work an eleven (11) hour schedule starting at 7:00 AM and ending at 6:00 PM if the Officer is scheduled during a day shift or 6:00 PM to 5:00 AM if the Officer is scheduled during a night shift, that will allow ½ hour each day for the daily care, cleaning and maintenance of his assigned K-9 and equipment of a two week period.

All other working conditions apply as stipulated in this agreement.

28.2 Equipment

All equipment is furnished by the department shall include but not be limited to the following: Kennel/Dog Run, concrete pad, house/shelter, harnesses, leashes, training tools and equipment, regular and emergency veterinary services, food, feeding bowls and feeding buckets.

28.3 Retirement of Canine(s)

The following guidelines will be used for the retirement of police canines:

- (a) Police canines will be retired when they are no longer fit for service due to age or disability as determined by the handler and a veterinarian.
- (b) When it is determined the canine must be retired, the dog will be offered for sale to the handler for a one-time cost of \$1.00.
- (c) At the time of the purchase the handler/buyer assumes full responsibility and liability for the canine.

- (d) The Chief of Police will be notified by the canine's owner when the canine dies.
- (e) At the time of the canine's retirement from the police service, a plaque will be made honoring the canine's service to the citizens of the City of Lincoln. The plaque will include a picture of the canine and the dates of service. This plaque will be displayed in a location to be determined by the Police Chief.

ARTICLE 29 - 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 30 -DURATION

30.1 Term of Agreement

This Agreement and its provisions shall be effective upon signing and shall continue in full force and effect from May 1, 2019 until April 30, 2022 or until a successor Agreement is executed between the parties, whichever occurs later.

30.2 Notice of Demand to Bargain

- (a) Successor Agreement: Negotiations for a successor Agreement shall commence upon service of a Notice of Demand to Bargain by either party, such Notice to be served not more than 120 days, or less than 60 days prior to April 30, 2019.
- (b) Negotiations: All negotiations between the parties under (a) or (b) above shall commence not later than fifteen (15) days after receipt of the Notice of Demand to Bargain, unless otherwise mutually agreed.

30.3 Impasse Procedures

The parties shall use the impasse procedures of 5 ILCS 315/14 to resolve any impasses that may arise in any bargaining during or at the end of the term of this Agreement.

30.4 Parties Representatives

All notices shall be served personally or by certified mail, return receipt requested on the following parties' representatives:

FOR THE EMPLOYER

Mayor
City of Lincoln
City Hall, 700 Broadway
Lincoln, Illinois 62656

FOR THE UNION

Illinois F.O.P. Labor Council
974 Clock Tower Drive
Springfield, IL. 62704

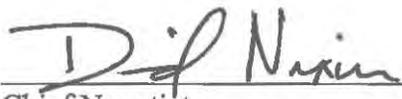
IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 27th day of June 2019.

FOR THE EMPLOYER

FOR THE UNION



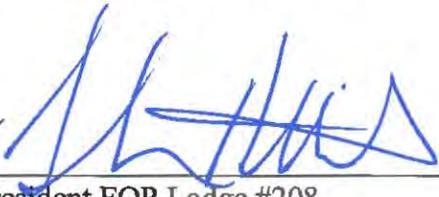
Mayor
City of Lincoln



Chief Negotiator
Illinois. F.O.P. Labor Council



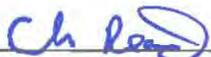
Chief Negotiator
City of Lincoln



President FOP Lodge #208



City Clerk
City of Lincoln



Secretary FOP Lodge #208

APPENDIX A - DUES AUTHORIZATION FORM

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

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

Date: _____ Signed: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Personal E-mail: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

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

(217) 698-9433

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

APPENDIX B - GRIEVANCE FORM



(Use additional sheets where necessary)

Date Filed: _____
Department: _____

Grievant's Name: _____
Last First M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____
Article(s) and Sections(s) of Contract violated: _____
Briefly state the facts: _____

Remedy Sought: _____

Given To: _____ Date/Time: _____
Grievant's Signature FOP Representative

EMPLOYER'S STEP ONE RESPONSE

Employer Representative Signature Position
Person to Whom Response Given Date

STEP TWO

Reasons for Advancing Grievance: _____
Given To: _____ Date/Time: _____

Grievant's Signature FOP Representative Signature

EMPLOYER'S STEP TWO RESPONSE

Employer Representative Signature Position
Person to Whom Response Given Date

Lodge No. / Year / Grievance No.

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____

Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP THREE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____

Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP FOUR RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative

