

# **ILLINOIS FOP LABOR COUNCIL**

---

and

## **City of Oregon**

**Full Time Sworn Police Officers in the ranks  
of Lieutenant and below**

**Unit # 816**

**December 02, 2014 – April 30, 2019**

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487  
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058

Web Address: [www.fop.org](http://www.fop.org)

24-hour Critical Incident Hot Line: 877-IFOP911



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## **PREAMBLE**

This Labor Agreement is entered into by the City of Oregon (hereinafter also referred to as "City" or "Employer") and The Illinois Fraternal Order of Police Labor Council (hereinafter also referred to as "Union" or "Labor Council"). It is the intent and purpose of this Labor Agreement to set forth the parties' entire agreement with respect to wages, hours of employment and other terms and conditions of employment for members covered by this Labor Agreement; to prevent interruptions of work and interference with the operations of the City; to encourage and improve efficiency and productivity; and to provide procedures for the prompt, equitable and peaceful adjustment of grievances as provided herein.

## **ARTICLE 1-RECOGNITION**

### **Section 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 all other terms and conditions of employment of all Officers in the bargaining unit, as provided in ILRB Case No. S-RC-15-037, December 2, 2014.

### **Section 1.2 Bargaining Unit Defined**

The bargaining unit shall be defined as follows:

- Included:** All full-time sworn Police Officers of the City of Oregon in the ranks of Lieutenant and below
- Excluded:** All other employees of the City of Oregon and all supervisory, managerial and confidential employees within the meaning of the Illinois Public Labor Relations Act

### **Section 1.3 Bargaining Unit Work**

The Employer may utilize the services of part-time officers to perform bargaining unit work in accordance with 65 ILCS 5/3.1-30-21, as amended, provided that the use of part-time officers will not result in any layoffs or reduction of normal work hours or overtime hours worked by bargaining unit members. Part-time officers will not be assigned to an assignment that would otherwise be considered to be an overtime opportunity for a bargaining unit member unless such assignment is offered first to members of the bargaining unit. In addition, the use of part-time employees will not result in a reduction of bargaining unit members or cause any bargaining unit member to be switched or bumped off any shift or assignment. Part-time officers will be used up to twelve (12) hours per week to cover special details, and to backfill for full-time officers who are at training, on vacation, or off sick.

## **ARTICLE 2 - NON-DISCRIMINATION**

### **Section 2.1 Equal Employment Opportunity**

The Employer agrees to provide equal employment opportunity for all Officers, and develop and apply equal employment practices.

**Section 2.2 Non-Discrimination**

The Employer shall not discriminate against Officers, and employment-related decisions will be based upon qualifications and predicted performance in a given position without regard to race, color, sex, age, religion, or national origin of the Officer, or any other protected statuses; nor shall the Employer or the Labor Council discriminate against Officers as a result of activities on behalf of the Labor Council or membership in the Labor Council, or the exercise of constitutional rights. The Employer agrees to comply with all applicable laws. Claims of discrimination shall be resolved through the appropriate state and/or federal agencies and courts and shall not be processed through the grievance procedure of this Labor Agreement.

**ARTICLE 3 - DUES DEDUCTION**

**Section 3.1 Dues Deduction**

Upon receipt of a written and signed authorization form (Appendix B) from an Officer, the Employer shall deduct the amount of the Labor Council dues, initiation fee, if any, and including any retroactive amount due set forth in such form and any authorized increase therein, and shall remit such deductions by the fifteenth (15<sup>th</sup>) of each month 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.

Illinois Fraternal Order of Police Labor Council  
974 Clock Tower Drive  
Springfield, IL 62704

The Labor Council shall advise the Employer of any increase in dues, in writing, at least thirty (30) calendar days prior to its effective date. Such deductions authorized by an employee to the Employer shall be irrevocable unless revoked by Certified Mail to the Employer and the Labor Council ninety (90) calendar days prior to the expiration of this Labor Agreement. The Employer agrees to forward a list of Officers monthly along with the above dues. The list shall;

- a) Contain the name and address of each Officer from whom the dues have been deducted, and
- b) Indicate if the dues are authorized deductions or fair share.

**Section 3.2 Dues**

Each Officer who becomes a member of the Labor Council shall maintain their membership in good standing in the Labor Council.

**Section 3.3 Fair Share**

Any Officer who is not a member of the Labor Council shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Labor Council dues) of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours, and other conditions of employment. All Officers hired on or after the effective date of this Labor Agreement and who have not made application for membership shall, on or after the thirtieth (30<sup>th</sup>) calendar day of their hire, also be required to pay a fair share as defined above.

The Employer shall with respect to any Officer in whose behalf the Employer has not received a written authorization as provided for above, deduct from the wages of the Officer, the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Labor Council by the fifteenth (15th) day of the month following the month in which the deduction is made, provided:

- (a) The Labor Council has certified to the Employer that the affected Officer has been delinquent in their obligation for at least thirty (30) calendar days;
- (b) The Labor Council has certified to the Employer that the affected Officer has been notified in writing of the obligation and the requirement for each provision of this Article and that the Officer has been advised by the Labor Council of their obligations pursuant to this Article and of the manner in which the Labor Council has calculated the fair share fee;
- (c) The Labor Council has certified to the Employer that the affected Officer has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the Officer and the Labor Council for the purpose of determining and resolving any objections the Officer may have to the fair share fee.

### **Section 3.4 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 the reason of any action taken by the Employer for the purpose of complying with the provisions of this Article.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

Except as specifically modified by this Labor Agreement, the Labor Council recognizes the City's exclusive right to make and implement decisions with respect to the operation and management of its operations. Such rights include but are not limited to the following:

- (a) To plan, direct, control and determine the operations and services of the City;
- (b) To supervise and direct the working forces;
- (c) To establish the qualifications for employment and to employ employees;
- (d) To establish special positions and to select personnel to fill them;
- (e) To schedule and assign work;
- (f) To transfer employees; to determine work hours, including shift hours;
- (g) To establish work and reasonable productivity standards and, from time to time, to change those standards;
- (h) To assign overtime;
- (i) To determine the methods, means, organization and number of personnel by which operations are conducted;
- (j) To make, alter and enforce rules, regulations, orders and policies;
- (k) To evaluate Officers;
- (l) To determine, change or eliminate existing methods, facilities, equipment or facilities; and,
- (m) To carry out the mission of the City.



Nothing contained in this Labor Agreement shall diminish the City's obligation to bargain over the exercise of its Management Rights or over subject matter not addressed or known to the parties at the time of this Labor Agreement, as provided under the Illinois Public Labor Relations Act or upon the request of the Labor Council. The Employer agrees not to exercise any Management function, regulation, order, or policy which is contrary or inconsistent with the terms of the Labor Agreement.

**Section 4.2 Emergency Operations**

The City may take actions as may be necessary to carry out the mission of the City and Police Department in situations of civil emergency including, but not limited to (riots, tornadoes, civil disorder, or floods) as may be declared by the Mayor, Police Chief or authorized designee, which actions may include the temporary suspension of the provisions of this Labor Agreement provided that wage rates and monetary benefits shall not be suspended and provided that all provisions of this Labor Agreement shall be promptly reinstated once a civil emergency condition ceases to exist, and no Officer shall suffer any loss of any terms or conditions of employment listed in the Labor Agreement.

**ARTICLE 5 - NO STRIKE**

**Section 5.1 No Strike Commitment**

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

**Section 5.2 Resumption of Operations**

In the event of action prohibited by Section 5.1 above, the Labor Council immediately shall disavow such action and request the Officer to return to work, and shall use its best efforts to achieve a prompt resumption 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.

**Section 5.3 Labor Council Liability**

Upon the failure of the Labor Council to comply with the provisions of Section 5.2 above, any Officer covered by this Labor Agreement may be subject to the provisions of Section 5.4 below.

**Section 5.4 Discipline of Strikers**

Any officer who violates the provisions of Section 5.1 of this Article shall be subject to disciplinary action. Any action taken by the Employer against any Officer who participates in action prohibited by Section 5.1 above shall not be subject to the provisions of the grievance procedure, except that the issue of whether an Officer in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

**Section 5.5 No Lockout**

No lockout of Officers shall be instituted by the City during the term of this Labor Agreement.

## **ARTICLE 6 - RESOLUTION OF IMPASSE**

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended (5 ILCS 315/1-27). The Employer and Labor Council agree that any arbitration hearings shall be held in Oregon, Illinois, unless both parties agree otherwise.

## **ARTICLE 7 - DISCIPLINE AND DISCHARGE**

### **Section 7.1 Discipline Defined/Just Cause Standard**

No non-probationary Officer covered by this Labor Agreement shall be suspended, relieved from duty, disciplined in any manner or separated without Just Cause. The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include only the following, which shall be imposed based upon the foregoing and the severity of the offense: verbal reprimand (documented in writing), written reprimand, suspension, demotion, and discharge. Disciplinary action shall be imposed promptly after the Employer becomes aware of the event or action that gave rise to the discipline and has a reasonable period of time to investigate the matter. An Officer may be relieved of duty with pay pending any investigation, hearing or the imposition of discipline. Notice of such shall be provided to the Officer and the Labor Council in writing. Any Officer so relieved shall receive all ordinary pay and benefits as if they were working. Any discipline considered due to a received complaint must be accompanied by a signed complaint, and a copy of such complaint shall be provided to the Officer.

### **Section 7.2 Representation During Investigation/Bill of Rights**

Officers shall have the right to be represented at any disciplinary meeting by a Labor Council representative. Further, the Employer agrees to follow the procedures set forth in "Peace Officers Disciplinary Act" (50 ILCS 725/1-7). The Officer shall have the right to be represented at such inquiries, meetings, investigations or interrogations by a Labor Council representative. Nothing in this Article shall waive or diminish an Officer's right to legal counsel. The Labor Council representative shall be available within a reasonable time after notification of a pending interview or interrogation. The term "reasonable time" is dependent upon the circumstances leading to the interview or interrogation of the Officer subject to the interview or interrogation; including the nature and seriousness of the allegations or complaint and the availability of the Labor Council representative.

### **Section 7.3 Pre-disciplinary Meeting**

Prior to the Employer taking any final disciplinary action and concluding its investigation, the Chief of Police shall meet with the Officer and their Labor Council representative. The purpose of the meeting shall be to inform the Officer of the basis or reason(s) for the contemplated discipline, provide the Officer and the Labor Council with copies of all pertinent documents relating to the discipline investigation, and provide the Officer and Labor Council representative an opportunity to speak, ask questions, and rebut the reasons for such discipline. An Officer shall have the right to be represented by a Labor Council representative or legal counsel at such a meeting. The foregoing should not be construed as to prevent the Employer from meeting with employees individually or as a department or part thereof, for the purpose of training, coaching, mentoring, educating, or remediating and for the purpose of conducting evaluations when such a

meeting is without the expectation of disciplinary action. Such meetings may be documented in writing and retained in department files and shall not constitute discipline.

#### **Section 7.4 Discipline Imposed and Appeal**

Officers and the Labor Council shall be notified of any disciplinary action in writing, except for verbal reprimands. The written notice shall include the disciplinary action imposed and provide the reasons and basis for the discipline. Any disciplinary action imposed upon an Officer may be appealed through the grievance and arbitration provisions of this Labor Agreement. Discipline grievances shall be initially filed at Step 2 Mayor of the grievance procedure, within ten (10) working days of the written receipt of the notice of discipline. Any Officer found to be suspended or discharged without Just Cause shall be reinstated with full compensation for all lost time and with full restoration of all other rights, terms and conditions of employment including pension contributions.

### **ARTICLE 8 - DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE**

#### **Section 8.1 Definition of a Grievance**

A grievance is defined as any unresolved difference between the Employer and the Labor Council or an Officer covered by this Labor Agreement regarding the application, meaning or misinterpretation or misapplication of the provisions of this Labor Agreement.

#### **Section 8.2 Representation**

Grievances may be processed by the Officer grieving or by the Labor Council on behalf of an Officer or a group of Officers. The grievant or one (1) grievant representing group grievances shall be present at any step of the grievance procedure, and the Officer is entitled to Labor Council representation at each and every step of the grievance procedure. Grievances may be filed on behalf of two (2) or more Officers when similar facts, issues, and requested remedy may apply to all Officers in the group.

#### **Section 8.3 Subject Matter**

A grievance will include the alleged violations of the Collective Bargaining Agreement utilizing Appendix C of this Labor Agreement or other written communication. All grievances shall contain a statement of the grievant's or Union's position(s), the Article(s), and Section(s) of the Labor Agreement allegedly violated, the date of the alleged violation, the relief sought.

#### **Section 8.4 Time Limitation**

Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed by the grievant or Labor Council within the designated time limits will be treated as withdrawn grievances. The Employer's failure to respond within the time limits shall be treated by the aggrieved Officer or Labor Council as denied and advanced to the next step. Time limits may be extended by mutual written agreement on Appendix D of this Labor Agreement. "Working days" for purposes of this Article shall be defined as Monday through Friday and shall not include weekends or holidays.

#### **Section 8.5 Grievance Processing**

No Officer shall leave their work assignment to investigate, file or process grievances without first making mutual arrangements with their immediate non-bargaining unit supervisor, and such

shall not be unreasonably denied. In the event of a grievance, the Officer shall perform the assigned work task and grieve the complaint later, unless the Officer reasonably believes that the assignment is unlawful.

### **Section 8.6 Grievance Meetings**

A maximum of two (2) Officers (the grievant and/or Unit Steward) per work shift shall be excused from work with pay to participate in a grievance meeting. The Officers shall only be excused for the amount of time reasonably required to process the grievance. All grievance meetings will be scheduled during the grievant's work day.

### **Section 8.7 Steps in Procedure**

The parties acknowledge that it is usually most desirable for an Officer and their immediate supervisor to resolve problems through free and informal communications, but it is not required. If, however, the informal process (if utilized) does not resolve the matter, the grievance will be processed as follows:

**Step 1-Police Chief:** An Officer, with or without a Labor Council representative, and/or the Labor Council shall prepare a written grievance and submit such grievance to the Chief of Police no later than ten (10) working days after the occurrence of the dispute giving rise to the grievance or ten (10) working days after the employee or Labor Council, knew or should have known of the occurrence of the dispute giving rise to the grievance. Within five (5) working days or other mutually agreeable date and time after the grievance has been submitted, the Chief of Police shall meet with the grievant and the Labor Council representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Chief shall respond in writing to the grievant and the Labor Council within five (5) working days following the meeting unless the parties have mutually agreed to extend the time limits in writing on Appendix D of this Labor Agreement. In the event no response is given as denoted above, the grievance may be advanced to the next step.

**Step 2-Mayor:** If the grievance is not settled at Step 1 the grievance may be referred in writing by the Officer and/or the Labor Council, within ten (10) working days after the decision of the Police Chief is due or no response is given, to the Mayor and/or designee(s). Within fourteen (14) working days or other mutually agreeable date and time after the grievance has been filed with the Mayor and/or designee(s), the Mayor and/or designee(s) shall meet with the Labor Council and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Mayor and/or designee(s) shall respond in writing to the grievant and the Labor Council within five (5) working days following the meeting unless the parties have mutually agreed to extend the time limits in writing on Appendix D of this Labor Agreement.

**Step 3-City Council:** If the grievance is not settled at Step 2 the grievance may be referred in writing by the Officer and/or the Labor Council, within ten (10) working days after the decision of the Mayor is due or no response is given, to the City Council and/or designee(s). Within fourteen (14) working days or other mutually agreeable date and time after the grievance has been filed with the City Council and/or designee(s), the City

Council and/or designee(s) shall meet with the Labor Council and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The City Council and/or designee(s) shall respond in writing to the grievant and the Labor Council within five (5) working days following the meeting unless the parties have mutually agreed to extend the time limits in writing on Appendix D of this Labor Agreement.

**Step 4-Arbitration:** If the dispute is not settled at Step 3, only the Labor Council shall have the right to refer the grievance to arbitration within twenty (20) working days after the City Council's written decision or the expiration of the five (5) day period if the City Council (or designee) fails to render a written decision.

### **Section 8.8 Arbitration**

The parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven (7) arbitrators who are members in good standing with the National Academy of Arbitrators. The arbitrator shall be selected by each party striking a name from the list, until there is one (1) name remaining. The remaining individual shall be the arbitrator. The order of striking names shall be determined by a coin toss, with the loser striking first. Each party shall have the right to reject one (1) arbitration panel. Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the Arbitrator. The Employer or Labor Council shall have the right to request the Arbitrator to require the presence of relevant witnesses and/or relevant documents. Each party shall bear the expenses of its witnesses. The expenses and fees of arbitration shall be shared equally by the parties including the Arbitrator's fees, and transcription costs, if any. Nothing in this Article shall preclude the parties from agreeing to use an expedited arbitration procedure. The decision and award of the Arbitrator shall be made within thirty (30) days following the close of the hearing and shall be final and binding on the Employer, the Labor Council and the Officer(s) involved. The Arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Labor Agreement. All hearings shall be held in the City of Oregon, Illinois unless agreed to otherwise.

## **ARTICLE 9 - BULLETIN BOARD**

### **Section 9.1 Bulletin Board**

The Employer shall provide the Labor Council with designated space on available bulletin board. The bulletin board shall be used solely for the purpose of non-political, non-inflammatory Labor Council or Unit notices and information.

## **ARTICLE 10 - LAY-OFF**

### **Section 10.1 Lay-off and Recall**

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 less than sixty (60) calendar days prior to such lay-off. The Employer will provide the Labor Council with the names of the Officers to be laid off sixty (60) calendar days prior to the lay-off. Probationary employees, temporary and part-time or auxiliary employees shall be laid off first. Officers shall be laid off in accordance with their seniority as defined in Article 15 of this Labor Agreement. The Officer with the least amount of seniority shall be laid off first. All Officers shall receive notice in writing of the lay-off at least sixty calendar (60) days in advance of the effective date of such lay-offs. Any Officer

who has been laid-off shall be placed on the appropriate reinstatement list and shall be recalled on the basis of seniority in the Oregon Police Department; with the last Officer laid-off being the first Officer recalled.

### **Section 10.2 Effects of Lay-off**

During the period of time that non-probationary Officers have recall rights, the following provisions shall be applicable to any non-probationary Officers who are laid off by the City:

- (a) An Officer shall be paid for all earned or accrued but unused vacation days at the effective date of lay-off. Earned but unused vacation days are defined as vacation days earned during the year or months before the lay off, but not taken by the Officer during the year when laid off.
- (b) An Officer shall be paid for one-half (1/2) of the Officer's earned but unused sick leave upon termination/layoff.
- (c) An Officer shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for single and, if desired, family coverage, subject to the policies of the City's health insurance carrier.
- (d) If an Officer is recalled, the amount of accumulated, uncompensated one-half (1/2) sick leave days that the Officer had as of the effective date of the layoff shall be restored.
- (e) Upon recall, the Officer's seniority shall be adjusted by the length of the layoff.

## **ARTICLE 11 - RULES AND REGULATIONS**

### **Section 11.1 Work Rules and Regulations**

Officers shall be required to comply with rules, regulations, and policies, which may from time to time be promulgated by the City, unless they are in conflict with the provisions of this Labor Agreement. The City of Oregon Personnel Policy shall also apply to the Officers covered by this Labor Agreement to the extent the subject matter is not addressed in, or in conflict with, the provisions of this Labor Agreement. The Labor Council does not waive the right to bargain over subjects found in personnel policies that are subjects of bargaining. The City shall provide the Officers and the Union a copy of any changes made to such rules, regulations, and policies that have been changed since December 2, 2014, within ten (10) business days of the change. The Union shall have ten (10) business days to respond to such changes prior to implementation.

### **Section 11.2 Copies of Rules**

Officers shall be furnished with copies of the Oregon Police Department Rules and Regulations, and the City of Oregon Personnel Policy Manual and updated revisions of both. Other applicable rules, regulations, ordinances and policies shall be kept in an area accessible to Officers during their work hours. All rules, regulations and policy manuals shall be kept up to date by the City.

### **Section 11.3 Posting Requirements**

When existing rules and regulations pertaining to policy matters directly affecting wages, hours, and other terms or conditions of employment as well as input thereon, are changed or new rules and regulations are established, they shall not become effective until they have been agreed upon by the City and the Labor Council. Any proposed change in policy may be submitted to arbitration pursuant to Article 8.

## **ARTICLE 12 - EMPLOYEE SECURITY AND PERSONNEL FILES**

### **Section 12.1 Personnel Files**

The Employer shall keep a central personnel file within the City Clerk's office for each Officer. The Police Chief is free to keep working files, but only material maintained in the central personnel file may provide the basis for disciplinary or other action against an Officer or review by an authorized third party. Upon request of an Officer, the Employer shall reasonably permit the Officer and/or the Labor Council to inspect their central personnel file in accordance with the Personnel Review Act 820 ILCS 40/0.01.

### **Section 12.2 Notification and Reply**

Officers shall be given a copy by Employer when a formal, written warning or other adverse or disciplinary documentation is placed in their central personnel file within two (2) days of placement of such. The Officer shall, if desired, attach a written reply to the disciplinary action. The written reply shall be attached to the written warning, adverse or other disciplinary documentation prior to placement in the central personnel file, and shall remain so attached as long as associated document remains in the central personnel file.

### **Section 12.3 Limitation on Use of File Material**

Any record of a verbal reprimand shall be removed from personnel files of Officers after a period of one (1) year.

Any written reprimand shall permanently remain in Officer personnel files but shall not be considered by the City in any decision involving promotion, demotion, discipline, commendation or change in status of any of the terms or conditions of an Officer's employment with or by the Police Department or any other division of the City after a period of two (2) years.

Disciplinary actions involving suspension and termination shall remain a permanent part of the Officer's personnel file. However, instances involving suspension without termination shall not be considered by the City in any decision involving promotion, demotion, discipline, commendation or change in status of any of the terms or conditions of an Officer's employment with or by the Police Department or any other division of the City after a period of three (3) years. In instances involving involuntary termination for Just Cause, the Officer may not be considered for employment or re-employment with the Police Department or any other division of the City except by resolution of the City Council passed by two-thirds supermajority of a quorum.

### **Section 12.4 Employee Additions to Personnel File**

An Officer may submit without the necessity of supervisory approval, documents to become a permanent part of the central personnel file. Such documents shall include, but not be limited to, certificates of special training, letters of commendation, documentation of accomplishment, or other material that would be favorable to the Officer's interests.

### **Section 12.5 Personal Assets**

No Officer shall be required to disclose any item of their property, income, assets, debts or personal or domestic expenditures (including those of any member of their family or household), except by court order or lawful subpoena. Nothing in this Section shall prohibit the Police Chief

from requesting such above listed information or an Officer from mutually agreeing to provide such requested information.

**Section 12.6 Document Review**

The Labor Council or a Unit Steward shall have the right to examine time sheets or other records pertaining to the computation of compensation of any Officer whose pay is in dispute or any other records of the Officer pertaining to a specific grievance, at reasonable times with the Officer's consent.

**Section 12.7 Release of Information**

No photograph or personal information about an Officer will be disclosed by the Employer to the media or general public at any time, unless the Officer approves of such disclosure in advance of its release. Such disclosures will not include an Officer's home address, telephone number, items of personal property, income, asset, or source of income. This Section does not prohibit photographs taken for publicity purposes and does not prohibit disclosures as required by state and federal law.

**ARTICLE 13 - HOURS AND OVERTIME**

**Section 13.1 Workday and Work Period**

The regular hours of work each day shall be consecutive. Under normal circumstances, Patrol Division Officers shall work shifts of twelve (12) consecutive hours as follows:

- |                 |                       |
|-----------------|-----------------------|
| (1) Day Shift   | 6:00 a.m. - 6:00 p.m. |
| (2) Mid Shift   | 2:00 p.m. - 2:00 a.m. |
| (3) Night Shift | 6:00 p.m. - 6:00 a.m. |

Twelve (12) consecutive hours of work shall constitute a work shift for Officers assignments as designated by the Chief of Police. Patrol Division Officers shall work two (2) ten (10) hour shifts typically on Monday or Tuesday All Officers shall be scheduled to work on a regular work shift and each work shift shall have a regular starting and quitting time. The regular work period shall consist of eighty (80) hours in a fourteen (14) day period when a twelve (12) hour schedule is worked by Officers and where the regular number of work hours of such schedule is equal to or greater than eighty (80) hours in a fourteen (14) day period. Any shift rotation shall be limited to no less than four (4) month cycles. The workday shall include a one half (1/2) hour paid lunch and two (2) fifteen (15) minute paid breaks; Officers are subject to emergency call-out from such lunch and breaks. No Officer shall be forced to work more than five (5) consecutive shifts, unless in the discretion of the Chief a state of emergency exists as defined in Section 4.2, then the Officer may be required to work more than five (5) consecutive shifts. Officers working Patrol Division assignments shall work twelve (12) consecutive hour shifts on a four (4) month rotation. See following example:

- |                |                              |
|----------------|------------------------------|
| Two days on    | Monday and Tuesday           |
| Two days off   | Wednesday and Thursday       |
| Three days on  | Friday, Saturday, and Sunday |
| Two days off   | Monday and Tuesday           |
| Two days on    | Wednesday and Thursday       |
| Three days off | Friday, Saturday, and Sunday |



### **Section 13.2 Changes in Regular Workday or Regular Work Schedule**

The department patrol work schedule shall be identified and made available to employees on the 15<sup>th</sup> day of each month for the succeeding month. After the schedule is posted, the patrol schedule will only be changed due to an emergency as defined in Section 4.2 or demonstrated operational need to establish a departmental schedule departing from the regular work schedule. The Employer will provide thirty (30) calendar days notice of any proposed change in the regular workday, work schedule or work cycle, absent an emergency, schedule conflict due to training, or unless mutually agreed to by both parties.

### **Section 13.3 Overtime Payment**

Hours compensated in excess of the Officer's regularly scheduled work period as defined above, shall be compensated at the overtime rate of pay; one and one-half (1 ½) the Officer's hourly rate of pay. "Hours worked" in this Section for purposes of calculating overtime pay shall include all hours in a pay status. The overtime rate shall be computed on the basis of completed fifteen (15) minute segments. Overtime shall not be paid twice for same hours worked.

Employees shall not have their regularly scheduled shifts adjusted, either by delaying the normal starting time or by ordering an early quitting time (including the elimination of regularly scheduled workdays) in order to avoid payment of overtime or call-in pay, except by mutual written agreement.

Compensatory time may be paid in lieu of overtime payment at the option of the Officer. Compensatory time will be calculated at the same rate as overtime pay. Compensatory time shall be granted at such times and in such time blocks as are mutually agreed upon between the Officer and a supervisor; permission to use compensatory time shall not be unreasonably denied by the supervisor. Officers covered by this Labor Agreement may accrue and carry over year-to-year a maximum of forty (40) replenishable hours of compensatory time. All overtime hours worked after forty (40) compensatory hours are accrued shall be paid at the overtime rate. In the event an emergency is declared by the Employer, as many of the Officers shall be continued on duty for such number of hours as may be necessary. For the purposes of this Labor Agreement, emergency shall be defined as stated in Section 4.2. Compensatory time may be used in one (1) hour increments with supervisor approval.

### **Section 13.4 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. Officers called back to work shall be compensated a minimum of two (2) hours at the appropriate overtime rate or be compensated for the actual time worked at the overtime rate, whichever is greater.

### **Section 13.5 Court Time**

Officers covered by this Labor Agreement, required to attend court outside their regularly scheduled work hours shall be compensated at the overtime rate for a minimum of two (2) hours or the actual time worked, whichever is greater.

### **Section 13.6 Distribution of Overtime**

The Chief of Police shall schedule and assign overtime to provide maximum coverage. Voluntary overtime or extra shifts shall be offered to full-time sworn Officers by seniority and availability. In the event it is necessary to mandate an Officer to work where no volunteers can be found to fill the shift, the available Officer with the least amount of seniority will be the first to be mandated. Once a junior Officer is mandated, they shall not be mandated again until other more senior Officers available are mandated.

### **Section 13.7 Shift Assignments**

Each year on January 1, shift assignments shall be made. Officers shall submit their shift assignment requests to the Chief of Police or designee one (1) month prior, between December 1st-15th of each calendar year. Shift assignments shall be based on the Officer's preference per their seniority date within the rank. The most senior Officer(s) shall have their choice of day or night shift eight (8) out of twelve (12) months. No Officer shall work longer than eight (8) consecutive months on a given shift. After the initial shift bid and/or assignment is made, Officers may be reassigned from the shift to which they bid and/or were initially assigned in the event that:

- (a) There are an inadequate number of Officers on a shift;
- (b) A shift shall be deemed to have inadequate experienced Officers;
- (c) Or where there are no Officers with the necessary certification or training necessary to perform given assignments on that particular shift.

The Chief shall only make those changes reasonably necessary to achieve the needs listed above. In emergency situations as defined in Section 4.2, the Chief may temporarily change shift assignments. Officers shall have the right to bid for an available shift assignment after they have completed their applicable probation period. Probationary Officers may be assigned to shifts in the sole discretion of the Chief. Officers shall be allowed to trade shifts as long as the trades occur within the same pay period.

## **ARTICLE 14 – INDEMNIFICATION**

### **Section 14.1 Employer Responsibility**

The Employer shall be responsible for, and hold Officers harmless from and pay damages, or monies which may be adjudged, assessed or otherwise levied against any Officer covered by this Labor Agreement, subject to the conditions set forth in the Illinois Compiled Statutes.

### **Section 14.2 Legal Representation**

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

### **Section 14.3 Cooperation**

Officers shall be required, within seven (7) calendar days of knowledge of any investigation or litigation, to notify the Employer of same and to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

#### **Section 14.4 Applicability**

The Employer will provide the protections set forth in Section 14.1 and Section 14.2 above, so long as the Officer is acting within the scope of their employment and where the Officer cooperates, as defined in Section 14.3, with the Employer in defense of the action or actions or claims.

### **ARTICLE 15 - SENIORITY**

#### **Section 15.1 Definition of Seniority**

As used herein, the term "seniority" shall refer to and be defined as the continuous length of uninterrupted service or employment in a position covered by this Labor Agreement from the date of the Officer's last hire unless specifically denoted otherwise in this Labor Agreement. Seniority shall be adjusted for lay-off, disability pension, suspension of thirty (30) calendar days or more or unpaid leaves of absence of thirty (30) working days or more. For purposes of benefits and application of such, seniority shall be defined as the continuous length of service or employment with the City of Oregon.

#### **Section 15.2 Seniority List**

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

#### **Section 15.3 Termination of Seniority**

An Officer shall have their seniority broken when the Officer:

- (a) Quits, resigns, or retires
- (b) Is discharged for Just Cause and such is not overturned by an Arbitrator (probationary without cause); or
- (c) Is laid off pursuant to the provisions of this Labor Agreement, or fails to report to work within fifteen (15) days after having been recalled by Certified Mail from such lay off unless the Officer shows that the failure to report was beyond their control; or
- (d) Is absent for three (3) consecutive scheduled work days without proper notification or authorization unless the Officer shows that such failure to return was beyond their control; or
- (e) Fails to immediately report for work at the termination of a leave of absence unless the Officer shows that the failure to return was beyond their control.
- (f) Is suspended for thirty (30) days or more. In such case, seniority will be reduced by the number of days the Officer is suspended.

#### **Section 15.4 Probationary Period**

All newly hired Officers shall serve a twelve (12) month probationary period from their date of hire. If the Chief of Police determines such need, the probationary period may be extended an additional six (6) months. Probationary Officers will receive such contractual benefits not restricted from them during their probation period. Upon completion of the probationary period,

Officers will be given seniority back to their date of hire. The lay-off, discipline or termination of a probationary employee shall not be subject to the grievance and arbitration procedure of this Labor Agreement.

## **ARTICLE 16 - FOP LABOR COUNCIL REPRESENTATIVES**

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

### **Section 16.1 Convention Delegates**

Any Officer(s) chosen as delegate(s) to a FOP State or National Conference or Illinois FOP Labor Council Annual Meeting will, upon written application submitted to the Chief of Police with at least thirty (30) calendar days notice, shall be given a leave of absence without pay for the period of time required to attend such conference or meeting(s). This period of time shall not exceed one (1) week. Benefit time can be used for such leave, except sick leave.

### **Section 16.2 Labor Council Negotiating Team**

Members designated as being on the Labor Council 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 scheduling allows. Calls for service will take precedent over attendance at a negotiating meeting. If a designated Labor Council negotiating team member is in regular day-off status on the day of negotiations, the Officer will not be compensated for attending the session, nor will the hours or time spent in negotiations by the Officer be considered as hours worked for computing overtime compensation.

### **Section 16.3 Labor Council Visits to the Workplace**

Representatives of the Illinois FOP Labor Council shall be given reasonable access to the workplace for purposes of negotiating and administering this Labor Agreement. Notice of such visits shall be conveyed to the Chief of Police or designee.

### **Section 16.4 Labor/Management Meetings**

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

- (a) Discussion on the implementation and general administration of this Labor Agreement;
- (b) A sharing of general information of interest to the parties;
- (c) Notifying the Labor Council of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees;
- (d) Discussion of pending grievances on a non-binding basis to attempt to adjust such grievances and to discuss procedures for avoiding future grievances;
- (e) Items concerning safety issues.

**Section 16.5 Attendance at Meetings**

When absence from work is required to attend Labor/Management conferences, Officers shall, before leaving their work stations, give reasonable notice to and receive approval from their supervisor. Supervisors shall approve the absence except in emergency situations. A maximum of two (2) Officers, operational needs permitting, shall be allowed to attend such conferences.

**ARTICLE 17 - SAFETY ISSUES**

The Employer shall take all reasonable steps to protect Officers during working hours in the performance of their duties. No Officer shall be required to use any equipment that has been designated 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 their supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement, or the continued operation of said vehicle. The City shall recognize an Officer covered by this Labor Agreement to serve on the City Safety Committee.

**ARTICLE 18 - LEAVES OF ABSENCE**

**Section 18.1 Bereavement Leave**

The Employer agrees to provide to an Officer leave without loss of pay as a result of death in the immediate family, for three (3) workdays for the loss of a grandparent, grandchild, parent-in-law, son/daughter-in-law, brother/sister-in-law or any step relative as listed in this Section. Five (5) workdays shall be provided for the loss of a parent, spouse or domestic partner, child (including step and foster), brother, sister or any step relative as listed. A workday shall be defined as the Officer's scheduled work shift.

**Section 18.2 Military Leave**

The City agrees to abide by state and federal law as it relates to an Officer's military service. The City may provide additional benefits than those required by state and federal law but will not provide any less protection or benefits.

**Section 18.3 Training Leave**

The City will encourage whenever possible, the attendance at professional and technical conferences and short courses and training sessions in the various phases of law enforcement. Time spent in training shall be considered as hours worked and compensated at the appropriate rate of pay. Travel time shall be considered work time and payment for the mileage shall be made in accordance with the provisions of the Internal Revenue Service (IRS). In the event of out of town training, Officers shall be reimbursed for meals and related expenses. Officers will be allowed a per diem or use of a City credit card. A scheduled day of training and travel shall count as a shift worked.

**Section 18.4 Family and Medical Leave**

The Employer shall adopt policies consistent with the Family and Medical Leave Act (FMLA). Officers, per their request, placed on such a leave or requesting to be put on such a leave shall use accrued sick leave or other leave time requested by the Officer during the time in which the employee is off work as the result of a FMLA. FMLA leave and other leave shall be used concurrently.

**Section 18.5 Jury Duty**

An Officer shall be granted leave with pay if called for jury duty. Any money paid to the Officer for jury duty occurring on a day which the Officer was scheduled to work shall be turned over to the City Clerk.

**Section 18.6 Maternity Leave- Public Act- 095-0025**

Any female Officer who becomes pregnant will be granted a leave of absence with pay in accordance with the current sick leave provisions if the City receives written documentation from the Officer's physician stating that she is unable to perform their regular duties or other related duties as assigned by the Chief. The Officer may also request an unpaid leave of absence for maternity leave not to exceed a total of twelve (12) months for the combination of both the paid and unpaid time off.

**Section 18.7 Public Employees Disability Act Leave (PEDA)**

An Officer who sustains injuries or contracts a contagious disease in the line of duty which renders the Officer unable to perform their job duties will be afforded all applicable rights to leave pursuant to the current Illinois Public Employee Disability Act, 5 ILCS 345/1 *et. seq.* or as amended and will have no deduction from their sick leave credits, holiday time, compensatory time, or service credits in the pension fund during the time the Officer is unable to perform their duties due to the results of the injury. Any salary due the Officer from Worker's Compensation shall revert to the City during the time the Officer is covered under PEDA. At any time during the period for which continuing compensation is required by this Section, the City may order, at the expense of the City, physical or medical examination by a medical physician, provided the doctor has the requisite expertise to determine the degree of the Officer's disability.

**Section 18.8 Sick Leave**

The City shall grant sick leave, which is a paid leave of absence due to non-service illness or injury to an Officer. For this Section, "day" shall be defined as eight (8) hours if an Officer works an eight (8) hour shift schedule or twelve (12) hours if an Officer works a twelve (12) hour schedule.

Officers shall earn sick leave as follows:

One (1) day of sick leave for each two (2) months worked.

After completion of one (1) year of employment-seven (7) days of sick leave per year

After completion seven (7) years of employment- ten (10) days of sick leave per year

Sick leave may be granted to an Officer if a member of the Officer's immediate family experiences an illness or injury in an emergency or life-threatening situation at the discretion of the Police Chief, and such will not be unreasonably denied. Immediate family is defined to include an Officer's spouse, child (including step or foster), parents and step-parents. Notwithstanding the foregoing to the contrary, an Officer may use at their election up to a maximum of thirty-six (36) hours sick leave annually for the illness or injury of the Officer's children (including step or foster children); the Officer may be required to provide a doctor's certification of the child's illness. Upon the demonstration of need, the City may advance up to

two hundred forty (240) hours of sick time to any Officer. Such advanced sick leave shall be approved by the Mayor and the full City Council.

**Section 18.9 Use of Time**

Officers hired before December 1, 2015 may accrue unlimited sick leave hours. Upon retirement, sick leave hours earned but not used, will be credited toward pension accumulation in accordance with IMRF guidelines. Up to two hundred and forty (240) sick leave days (nineteen hundred twenty (1920) hours) may be accrued and utilized in this manner. Employees who retire with twenty (20) or more years of continuous service will be paid for accumulated but unused sick leave upon retirement.

Officers hired after December 1, 2015 shall be allowed to accrue up to one thousand eighty (1080) hours of sick time. They shall be paid out one third (33%) of their accumulated but unused amount of sick time upon separation of employment so long as they are in good standing at the time of separation.

Uses of sick leave may include any form of preventative medicine or treatment, which requires the Officer to take time off during working hours, to see a doctor, receive hospital or clinical services, or assisting any family member allowed by law requiring similar medical attention. Such usage must be reported to the Officer's supervisor or the Chief of Police, prior to leaving work. An Officer requesting a sick leave, must notify their supervisor two (2) hours prior to the start of their scheduled work day unless there are circumstances beyond the Officer's control.

**Section 18.10 Personal Leave**

Officers shall be provided twenty-four (24) hours of personal leave per year upon being hired. Personal leave will be approved by the Police Chief or designee with two (2) days notice. However, this notice requirement shall be waived in the event of an emergency or if sufficient manpower is scheduled to work on the date the personal day is requested or an unforeseen event occurs to the Officer. Personal leave requests shall not be unreasonably denied. Personal leave shall not accumulate and must be used within the year.

**Section 18.11 General Leave of Absence**

Officers may upon written request to the Mayor, be granted a leave of absence without pay or accrual of any benefits for one of the following reasons:

- (a) To enable an Officer to engage in a course of study that will enhance their usefulness to the City Service.
- (b) Other equally good reasons considered valid by the Mayor.

Requests for leave of absence without pay, shall be for a period of time not to exceed one (1) year in duration. Any request for an extension of leave, shall be subject to all the requirements of the original request. The requesting Officer shall state the reason(s) why the request should be granted, the date they begin and the date they will return. The Mayor may approve or disapprove requests on the basis of the operating requirements of the individual's department, availability of substitute employees, the performance and attendance record of the Officer and the reasons for the request. Absolute assurance of reinstatement following the leave provided in this Section

cannot be given. However, if the position is still in existence and is vacant at the Officer's request to return from the leave period, the Officer may resume their status therein. If the position no longer exists or is filled, the Officer shall be placed on the recall list or offered a position as a Police Officer position, as soon as it is possible.

## **ARTICLE 19 - WAGE RATES**

### **Section 19.1 Wage Scale**

Wage rates for the classifications covered by this Labor Agreement are defined in Appendix A, attached. The wages of Officers shall be paid biweekly. In the event a pay-day is also a holiday, the preceding day will be a pay-day. Officers covered by this Agreement are hourly employees. The wage schedule shall be in effect on August 1, 2015. Officers shall be compensated eighty (80) hours at their hourly base salary biweekly.

### **Section 19.2 Maintenance of Standards**

All economic benefits and work practices in effect on December 2, 2014, shall continue and remain in effect until the parties reach agreement on any changes.

### **Section 19.3 Shift Differential**

Shift differential shall be paid to any Officer covered by this Agreement, who performs work during hours which fall between 2:00 p.m. and 2:00 a.m. or 6:00 p.m. and 6:00 a.m. Any Officer working the mid or night shift shall receive \$.75 in addition to their base hourly salary for each hour of work performed.

### **Section 19.4 Base Pay**

The base pay shall be in accordance with Appendix A. All wages are retroactive to August 1, 2015 on all compensable hours; Officers leaving employment with the City prior to the conclusion of the negotiation process shall receive a pro-rata amount of retroactive pay. Rank pay shall be added to the Patrol Officer scale as indicated below for all officers promoted to the classification listed below:

Corporal: 3% above Patrol  
Sergeant: 5% above Patrol  
Lieutenant: 10% above Patrol

### **Section 19.5 Longevity**

Officers completing seventeen (17) years of service shall receive an additional 1% added to base pay.

Officers completing twenty (20) years of service shall receive an additional 1% added to base pay.

Officers completing twenty-four (24) years of service shall receive an additional 1% added to base pay.

The parties agree that each longevity step shall only be an additional 1% above the previous step.



**Section 19.6 Bonuses**

The Employer may provide monetary bonuses above any compensation negotiated for all Officers covered by this Labor Agreement. Such bonuses shall not be considered as salary by either party of this Labor Agreement.

**ARTICLE 20 – HOLIDAYS**

**Section 20.1 Holidays Observed**

Holidays shall be observed on their legal dates, however, Officers working a Monday through Friday business-type schedule shall observe holidays on the day established by the City.

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

- |                          |                        |
|--------------------------|------------------------|
| New Years Day            | Labor Day              |
| Martin Luther King’s Day | Columbus Day           |
| President's Day          | Veteran’s Day          |
| Good Friday              | Thanksgiving Day       |
| Memorial Day             | Day After Thanksgiving |
| Independence Day         | Christmas Day          |

**Section 20.2 Holiday Pay**

Any Officer who is required to work their regular shift on a holiday shall be paid for the shift at one and one-half (1-1/2) times the regular pay rate in addition to eight (8) hours holiday pay. Any Officer required to work overtime on a holiday shall receive the double time (2X) rate in addition to the eight (8) hours of holiday pay. Any Officer, whose regular day off falls on a holiday, shall receive eight (8) hours of holiday pay. All unused holiday pay shall be paid on a separate check during the first pay period in December of each year for the current year’s holidays. Officer’s leaving employment for any reason shall receive a pro-rata of holiday hours upon separation.

**ARTICLE 21 - CLOTHING ALLOWANCE**

**Section 21.1 Uniforms and Equipment**

The City shall supply each new Officer upon hire with an initial issue of all required uniforms and equipment (Appendix G). In addition, the City will provide each Officer with the initial issue of all uniform and equipment items which are required as the result of a mandatory change in the required uniforms and equipment. All initial uniforms and equipment supplied under this Section shall be the property of the City. The City agrees to provide brass and any other required items to any employee promoted to a position requiring a change in rank insignia.

**Section 21.2 Annual Clothing Maintenance Allowance**

The yearly amount which each Officer is allotted under the Police Department’s clothing allowance shall be six hundred dollars (\$600) for the purchase, replacement, repair and maintenance of uniforms and related equipment. Officers shall submit to the Chief of Police a request for an expenditure setting forth the item to be purchased and the amount. Said expenditure shall not be unreasonably denied. The disbursement of the uniform and equipment allowance shall be consistent with the policy in effect when this Labor Agreement is ratified, and

shall remain in effect for the term of this Labor Agreement. This allowance shall not accumulate from year to year.

**Section 21.3 Ballistic Protection Vest**

The Employer agrees to provide Officers with ballistic protection vests. The vests shall provide a protection level equal to or greater than the highest caliber of duty weapon regularly carried by Officers. The Employer agrees to replace the vests every five (5) years or sooner in accordance with National Institute of Justice (NIJ) guidelines. Officers shall wear the ballistic protection vests in accordance with Department policy.

**Section 21.4 Weapon**

The City shall issue each Officer covered by this Labor Agreement a service weapon to be paid for, owned, and maintained by the City. The City shall provide each Officer sufficient ammunition and opportunity for range practice.

**Section 21.5 Uniform Damage on Duty**

The City agrees to replace any part of the police uniform, issued clothing, or issued equipment, including: eyeglasses, contact lenses, prescription sunglasses, (up to a value of four hundred dollars (\$400)) or other items of personal equipment that were authorized by the Chief of Police to be used on duty, if such are damaged or broken during the course of the Officer's duties or if the Officer is required to exert physical force or is attacked by another person. The incident shall be documented through a written report with the immediate supervisor.

**ARTICLE 22 - VACATIONS**

**Section 22.1 Vacation Leave**

Officers shall earn vacation time each year. Officers on unpaid leaves of absence for thirty (30) calendar days or more or layoff shall not accrue vacation time until their return to active duty. Eligible Officers shall earn vacation time in accordance with the following schedule:

After completion of 1 Year-completion of 7 Years of Service-	2 weeks (80 hours)
After completion of 7 Years of Service-	3 weeks (120 hours)
After completion of 12 Years of Service-	4 weeks (160 hours)
After completion of 20 Years of Service-	5 weeks (200 hours)

If in the future, other City employees receive better vacation benefits than set forth above, then Officers will receive those same benefits when others begin receiving those benefits. Officers who have experienced a break in employment shall have vacation days calculated at their most recent anniversary date. All vacation leave will be paid for at the Officer's regular hourly rate of pay.

**Section 22.2 Vacation Usage**

All requests for vacation leave shall be made annually forty-five (45) days prior to the requested dates of each calendar year or as otherwise required by the Department. If more than one (1) Officer requests the same vacation time and work scheduling does not permit the absence of two (2) Officers, the senior Officer will be given preference. The current practice of Officers being allowed to use vacation one (1) day at a time and/or in hourly increments shall continue. All

accrued vacation time must be used within the calendar year it is accumulated. Vacation time may not be advanced, lent or given to another Officer. In an emergency, a maximum of forty (40) hours of vacation time may be carried over to the following year, if approved by the Chief of Police. In the event approval to carry over vacation is denied, the Officer shall use the time or receive pay at the Officer's current hourly base wage for all remaining hours of vacation. Vacation time of forty (40) hours only, at regular hourly base salary, may be paid to an Officer who works in lieu of time off, with written advance approval by the Chief of Police or designee. However, this will be granted only in extenuating circumstances, as it is beneficial for the Officer to have time away from the job in the form of a vacation. If the time requested will interfere with the operation of the Department, the Officer and the Chief will work out an alternative time. Once vacations have been requested, Officers may change their requests, with the approval of the Chief or designee. All requests will be acted on within five (5) calendar days after submission. The maximum vacation time allowed to be blocked on the schedule at any one time is two (2) calendar weeks.

**Section 22.3 Vacation Accrual Upon Termination**

Any Officer who is discharged, retired, or separated from the service of the Employer for any reason, prior to taking their vacation, shall be compensated for the unused vacation they have accumulated at the time of separation.

**Section 22.4 Vacation Benefits Upon Retirement**

Upon retirement, an Officer shall be entitled to payment for all accrued but unused vacation leave at their current full hourly rate of pay.

**ARTICLE 23 – INSURANCE**

**Section 23.1 Insurance**

The Employer agrees to provide employees covered by this Agreement with group health insurance for the term of the agreement. Such coverage shall not be diminished, other than as provided in this Article. Employees shall pay a portion of the premium for individual and family coverage according to the following chart:

	Employee	Family
Commencing 07-1-2016	10%	15%
Commencing 07-1-2017	10%	20%
Commencing 07-1-2018	10%	25%

Should the City desire to amend the current plan benefit structure to help contain costs, it may do so as long as the benefit level remains substantially the same as that in place at the time of this Agreement. Any plan benefit structure change which is recommended by the Healthcare Planning Committee shall be permitted and not be considered a substantial change which would require bargaining.

In the event such coverage is canceled through no fault of Employer, the Employer agrees to provide at least the same premium dollar amount it is now providing in replacing the health insurance plan with another plan. Furthermore, should this latter event occur, the City shall meet

and bargain over the changes in the level of coverage, premium rates and other related issues upon demand of the Union.

Commencing 12-1-2016, any spouse of an Officer who is employed, must enroll in the health insurance program offered through their employer if it is available to them. Once the spouse is no longer employed, they may immediately re-enroll in the City's health insurance program.

The Employer will continue to offer a Section 125 Plan that will assist Officers in reducing the cost of dependent care expenses and uninsured medical costs. The plan gives participants a choice between taxable cash and pre-tax payment of non-taxable expenses. The structure and regulations of the plan are determined by the IRS rules.

**Section 23.2 Healthcare Planning Committee**

The City shall form a City-wide Healthcare Planning Committee. The Officers covered by this Collective Bargaining Agreement shall select a member to serve on that committee. The committee shall develop cost containment strategies and plan design for the health insurance plan.

**Section 23.3 Retiree Continuation**

Officers covered by this Labor Agreement who choose to retire and who meet the requirements established by IMRF or the Police Pension Fund shall be eligible to receive the following subsidy to the cost of their own health insurance benefit when continuing group health insurance with the City for a maximum of five (5) years at any time specified by the Retired Officer:

20 completed years of service: \$250 per month

25 completed years of service: \$300 per month

Upon an Officer announcing their intent to retire, the City will provide documentation to the Officer listing all benefits which will be provided to the Officer in retirement. Officers who retire and receive health insurance benefits must sign up for Medicare benefits as soon as they are eligible.

Officers who qualify and who can immediately, or who become eligible to receive Enhanced Eligibility benefits as defined by the U. S. Department of Veteran Affairs do not qualify for Retiree Continuation under this section. Officers who qualify for fully paid retiree continuation insurance through another government or private entity do not qualify for the Retiree Continuation under this section.

**Section 23.4 Life Insurance**

The City shall provide coverage of fifty thousand dollars (\$50,000) in Life Insurance for Officers and ten thousand dollars (\$10,000) for eligible retirees who are enrolled in the health plan. The eligible retiree may continue the life insurance coverage, but they shall be responsible for paying the premium cost associated for such coverage.

### **Section 23.5 Line of Duty Death**

The surviving spouse and minor dependents of an Oregon Police Officer who suffers a line of duty death shall be eligible to continue insurance coverage at no premium cost to the spouse or minor dependents. The City must receive notification of such election by the surviving spouse within thirty (30) calendar days of the Officer's death. Line of Duty Death shall be defined as death caused from injuries that are directly attributable to a specific police action involving the Officer. The criteria of limitation and exclusions as outlined in the "Public Safety Officers' Benefit Act" (42 USC 3796) shall be used in the determination as to the eligibility of this benefit. This benefit shall end when the surviving spouse remarries, or if the surviving spouse or dependents become eligible for health insurance benefits from another source at no cost. Any children born after the Officer's death who are not descendants of the Officer shall not be eligible for insurance benefits under this Section. If burial expenses are not otherwise payable by a charitable or volunteer organization or group, the City agrees to defray funeral and burial expenses up to ten thousand dollars (\$10,000) for any Officer killed in the line of duty.

### **Section 23.6 Inoculations**

The Employer agrees to pay all expenses for inoculation or immunization shots for an Officer and for members of an Officer's family when such becomes necessary as a result of said Officer's exposure to contagious diseases where said Officer has been exposed to said disease in the line of duty. The Employer agrees to provide, and pay all expenses for, Hepatitis B inoculations or boosters for an Officer who has not previously received those shots. This inoculation shall be provided at a medical facility chosen by the Employer.

## **ARTICLE 24 - GENERAL PROVISIONS**

### **Section 24.1 Residency Requirement**

All Officers, as a condition of employment, shall reside within a twenty-five (25) mile area "as the crow flies" radius from the City of Oregon corporate limits.

### **Section 24.2 Personal Mail**

Officers may use the mailing address of the City of Oregon Police Department as their personal address as allowed by statute.

### **Section 24.3 Printing and Supply Agreement**

One (1) copy of this Labor Agreement shall be supplied to each member of the bargaining unit by the Employer within thirty (30) working days after execution of this Labor Agreement.

### **Section 24.4 Mileage Allowance**

Officers authorized by the Chief or designee to use their private automobiles for Police Department business or training shall be compensated for mileage in accordance with IRS regulations.

### **Section 24.5 Outside Employment**

Outside employment is any employment in addition to the Officer's regular full-time job with the City Police Department, including self-employment. An Officer may engage in outside employment with the prior approval of the Chief. Such approval shall not be unreasonably withheld. No outside employment will be permitted if it is anticipated that such outside

employment will interfere with the performance of the Officer's job or create a conflict of interest. Approval for outside employment may be revoked for the same reasons. Prior to beginning employment, the Officer must fill out the appropriate "Request for Authorization of Outside Employment" form and have prior approval of the Chief of Police. (Appendix H)

#### **Section 24.6 Promotional Testing**

Promotions shall be made through a merit based and job related testing process using written testing and oral interviews. Credit for military service, education achieved, and seniority shall be taken into account as directed by applicable law. Promoted Officers shall serve a six (6) month probationary period prior to being awarded permanent status. During such period a Promoted Officer may be demoted to their former position for failure to achieve designated goals and objectives; and, the ability to demonstrate proficiency in the promoted rank. Upon completion of the probationary period, a Promoted Officer may only be demoted for Just Cause, and they shall revert to the salary they would be receiving had they not received the promotion.

#### **Section 24.7 Specialty Assignments**

The Employer may create specialty assignments where the nature of such assignment would constitute a primary function or focus of an Officer's regular work assignment (e.g. School Resource Officer, Detective, ILEAS, or Ogle County ERT Officer). Officers shall be selected for special assignments based upon their ability to perform the essential functions of the work, their willingness to accept the assignment, knowledge and specialized training. Seniority will be considered in the selection process.

#### **Section 24.8 Technological Equipment**

The Employer agrees that any technological equipment, including but not limited to: automatic vehicle location system (AVL), global position sensor (GPS), in-car recording/video system, employee worn body camera, etc., will not be randomly reviewed, or monitored for the sole purpose of initiating disciplinary action against an employee or employee evaluations.

#### **Section 24.9 Cell Phone Reimbursement**

Officers shall receive a monthly cell phone reimbursement stipend of forty dollars (\$40). This amount shall be paid on a separate check so long as the Officer provides proof of a recurring monthly phone bill.

### **ARTICLE 25 - SAVINGS CLAUSE**

If any provision of this Labor 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 Labor 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 26 – DRUG AND ALCOHOL TESTING**

### **Section 26.1 Purpose and Definitions**

The Parties desire to provide a safe working environment, to protect and preserve the rights of the Officers, and to safeguard the City and its Officers from liability.

“Confirmatory Test” and “Confirmatory Retest” means a drug or alcohol test that uses TLC (thin layer chromatography), HPTLC (high performance thin layer chromatography), or GLC (gas liquid chromatography) for initial screening; and GC/MS (gas chromatography/mass spectrometry) for the confirmation step.

“Drug” means a controlled substance as defined in Illinois Statutes, 720 ILCS 570/100, et seq.  
“Drug and/or alcohol testing”: means analysis of a body component sample under one of the above testing procedures, including blood or urine for the purpose of measuring the presence or absence of drugs, alcohol or their metabolites in the sample tested. An electronic breath testing (EBT) device will be used for measuring the presence of alcohol. Only if the employee is medically unable to provide a urine sample or perform a breathalyzer test will blood be drawn.

“Officer” means a person covered by the terms of this Labor Agreement.

“Employer” means the City of Oregon acting through its Chief of Police or any authorized designee of the Chief of Police.

“Substance Abuse and Mental Health Services Administration (SAMHSA) standards” means the current standard as determined by the U.S. Department of Health and Human Services.

“Initial Screening” means a drug or alcohol test which uses a method of analysis as outlined in Article 26 and is capable of providing data as to general classes of drugs, alcohol, or their metabolites and meets Substance Abuse and Mental Health Services Administration (SAMHSA) standards.

“Positive Test Result” means a finding of the presence of drugs or their metabolites per the established cut-off levels of the Substance Abuse and Mental Health Services Administration (SAMHSA) that the employee has used or consumed the specific drug.

“Reasonable Suspicion” means a basis for forming a reasonable belief based on specific identified facts and reasonable inferences drawn from those facts.

### **Section 26.2 Prohibitions**

No Officer shall be under the influence of any drug or alcohol while the Officer is working or while the Officer is on the Employer’s premises or operating the Employer’s vehicle, machinery or equipment, except to the extent authorized by a valid medical prescription. No Officer shall use, possess, sell or transfer drugs or alcohol while the Officer is working or while the Officer is on the Employer’s premises or operating the Employer’s vehicle, machinery or equipment; except to the extent authorized by a valid medical prescription or when engaged in approved law enforcement activity. Officers shall be required to communicate any known effects of prescribed medications that may impair job performance to their supervisors.

### **Section 26.3 Drug and Alcohol Testing Permitted**

The Employer may require an Officer to undergo drug and alcohol testing when the Employer has a reasonable suspicion that the Officer is in violation of the prohibitions set forth in Section 26.2. All time spent during transport and testing shall be considered hours worked.

### **Section 26.4 Procedure for Testing**

Before requesting an Officer to undergo drug or alcohol testing, the Employer shall provide the individual with a written notification form (attached hereto as Appendix E) on which to:

1. Acknowledge that the individual has been given a copy of this drug and alcohol testing procedure at the time the request was made; and
2. Provide 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 reasonable time to consult with a representative of the Labor Council. No questioning of the Officer shall be conducted without first affording the Officer all rights provided, included but not limited to the right to representation, as provided in the Peace Officers Disciplinary Act, 50 ILCS 725/1 et seq. The parties agree that refusal to submit to such a test may subject the Officer to discipline, but the taking of the test and the consent derived from this form do not constitute a waiver of any objections the Officer or Labor Council may later raise, including, but not limited to, the right to contest results as denoted in Section 26.11.

### **Section 26.5 Test Sample**

The test sample shall be obtained only at a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has been accredited by the (SAMHSA). A sufficient sample of the same bodily fluid or material shall be collected from an Officer to allow for initial screening, a confirmatory test and a sufficient amount of the same sample to be set aside and reserved for later testing. The procedures for taking the sample shall insure privacy to the Officers to the extent practicable, consistent with the need to prevent tampering with the sample.

### **Section 26.6 Laboratory**

All drug or alcohol testing shall use the services of a testing laboratory that is licensed pursuant to the Illinois Clinical Laboratory Act and that has been accredited by the (SAMHSA), and conforms to all (SAMHSA) standards. Said testing laboratory shall be responsible for maintaining the identity and integrity of the sample. Retention and storage procedures shall comply with the rules regarding proper preservation of evidence and all samples that produced a positive result shall be retained and properly stored for at least one (1) year. The testing laboratory shall prepare a written report indicating the drugs, alcohol, or their metabolites tested for, the types of tests conducted, and whether the test produced negative or positive test results, and the testing laboratory shall disclose that report only per the Medical Review Officer to the City Administrator within three (3) calendar days after obtaining the final confirmatory test report. Positive results on an initial screening test shall not be reported to the Employer unless a positive result is obtained on the GC/MS gas chromatography/mass spectrometer confirmatory test of the same sample.



### **Section 26.7 Notice of Test Results**

All service providers will have a Medical Review Officer (MRO) as designated by Health Services provide for any test. All positive tests will be reviewed only by the MRO at the Health Services provider for final determination of results. This determination will be communicated directly from the MRO to the City Administrator. Before a positive test is reported to the Employer, the hospital or lab will have the results reviewed by the MRO, who will verify the existence of a valid prescription or conflict, which might result in a false positive. If the MRO determines that there is a valid reason for a false positive, the results will not be reported. A positive result, which is verified by the MRO review and confirmation and indicates the presence of the drug or its metabolites listed above as indicated in the initial concentration levels. Accepted practices for the collection and preservation of urine samples shall be followed as defined by (SAMHSA) standards. A similar amount of the sample shall be set aside and preserved for later testing. All samples shall be preserved in accordance with Section 40.99 of Subpart F-Drug Testing Laboratories of Part 40-Procedures for Transportation Workplace Drug and Alcohol Testing Program which provides for the extension of preservation of the split samples. Within three (3) calendar days after receipt of the test result report from the testing laboratory, the City Administrator shall inform in writing an Officer who has undergone drug or alcohol testing and provide copies of such results. The Employer will provide the Officer tested with an opportunity to have the reserved portion of the sample tested by a clinical laboratory or hospital facility of the Officer's own choosing, at the Officer's own expense, provided the Officer notifies the Employer within five (5) calendar days of receiving the notice from the Employer of the results of the test. The clinical laboratory or hospital facility chosen by the Officer must be accredited and conform to the (SAMHSA) standards.

### **Section 26.8 Re-assignment During Testing Procedures**

No Officer shall be the subject of any adverse employment action, except emergency temporary re-assignment with pay during the pendency of any testing procedure. Any such emergency re-assignment shall be immediately discontinued in the event of a negative test result.

### **Section 26.9 Refusal to Undergo Testing**

If any Officer refuses to undergo drug or alcohol testing as required by the Labor Agreement, the Chief of Police may recommend that the Officer be discharged from employment. The Officer and/or the Labor Council shall have the right to offer evidence in mitigation. Treatment and counseling may be offered as an alternative to or in conjunction with any discipline that may be appropriate. No Officer who refuses to undergo drug or alcohol testing of a breath, blood, or urine sample upon bonafide religious grounds shall be deemed to have refused unless the Officer also refuses to undergo drug or alcohol testing of a urine sample. The Officer's taking of the test shall not be construed a waiver of any objection or rights that the Officer may have under this Labor Agreement or applicable law.

### **Section 26.10 Right To Contest**

The Labor Council and/or the Officer, with or without the Labor Council, shall have the right to file a grievance concerning any testing permitted by this Labor Agreement, contesting the basis for the order to submit to these tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other

alleged violation of this Labor 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 legal rights that the Officer may have with regard to such testing under applicable law.

**Section 26.11 Voluntary Requests For Assistance**

The Employer shall take no adverse employment action against an Officer who voluntarily seeks treatment, counseling or other support for an alcohol or prescription drug related problem when medication is prescribed to the Officer. The Employer may require temporary re-assignment of the Officer with pay if other duties exist. If other duties do not exist, the Employer shall allow the Officer to choose to utilize any accrued leave including sick leave until the Officer is then fit for duty in their current assignment. The Employer shall make available a means by which the Officer may obtain referrals and a mutually agreed upon one-time in-patient treatment program that shall not exceed forty-five (45) days in length. Any subsequent in-patient treatment program shall involve a Last-Chance Agreement regarding the Officer's continued employment with the City and shall be subject to the same parameter as above. Failure to attend and successfully complete the agreed upon program may be grounds for discipline, up to and including termination of employment. All such requests shall be confidential and any information received by the City, through whatever means, shall not be used in any manner adverse to the Officer's interests, except reassignment as described above. An Officer must make all voluntary requests for assistance prior to being notified in writing via (Appendix E) by the Employer that the Officer is being sent for evaluation/testing due to reasonable suspicion.

**Section 26.12 Discipline**

Use of illegal, controlled drugs at any time while employed by the Employer (except as may be required in the line of duty) shall be cause for discipline, including discharge. Nothing in this Section shall be construed to prevent an Officer from asserting that there should be treatment in lieu of discipline in any disciplinary proceeding; or contesting any discipline that may be imposed under applicable federal or state discrimination laws. Officers who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the Employer. Officers who are taking prescribed over the counter medication that has known adverse side effects which interfere with the Officer's ability to perform their normal duties, may be temporarily re-assigned with pay to other more suitable police duties.

**Section 26.13 Compliance With Law**

The City maintains a drug-free work place policy. In the event an employee is convicted of any criminal drug statute for a violation occurring in the workplace, said employee shall notify the City no later than five (5) calendar days after such conviction. Failure to timely notify the City may result in disciplinary action. By law, if the City is involved in a federal and/or state contract or grant, the City shall notify the federal and/or state contracting Officer, if any, with ten (10) calendar days after receiving such notice from an employee or otherwise receiving such notice of a conviction, and may impose appropriate discipline within thirty (30) calendar days of receiving such notice.

## **ARTICLE 27 – DURATION**

### **Section 27.1 Term of Agreement**

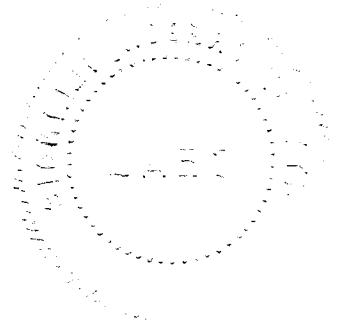
The Agreement shall be effective from December 2, 2014 and shall continue to remain in effect through April 30, 2019, except as hereinafter provided. It shall continue in effect from year to year thereafter unless notice of a demand to bargain to modify the terms of the Agreement is given in writing by certified mail by either party not more than one hundred eighty (180) calendar days before the expiration date. Such notices shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

### **Section 27.2 Continuing Effect**

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

## **ARTICLE 28 ENTIRE AGREEMENT**


This Labor Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term.

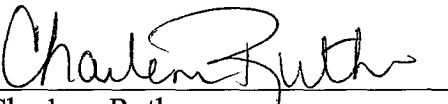


**SIGNATURES**

IN WITNESS WHEREOF, the parties herein have affixed their signatures this 24<sup>th</sup> day of May, 2016.


For the City of Oregon, Illinois:


  
\_\_\_\_\_  
Ken Williams  
Mayor


  
\_\_\_\_\_  
Charlene Ruthe  
City Clerk

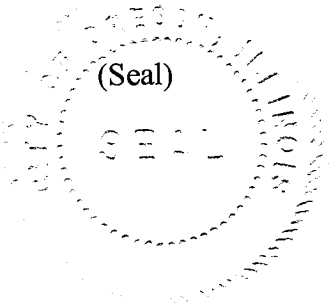
For the Illinois FOP Labor Council:

  
\_\_\_\_\_  
Brad Cash  
Bargaining Unit Chairman

  
\_\_\_\_\_  
Shawn Melville  
Bargaining Unit Committee Member

  
\_\_\_\_\_  
Matt Kalnins  
Bargaining Unit Committee Member

  
\_\_\_\_\_  
Shawn Roselieb  
Illinois FOP Labor Council  
Assistant Director



**APPENDIX A WAGE SCHEDULE**

<b>11/23/2015</b>					
<b>STEP</b>	<b>EFFECTIVE 07/31/15</b>	<b>EFFECTIVE 08/01/15</b>	<b>EFFECTIVE 08/01/16</b>	<b>EFFECTIVE 08/01/17</b>	<b>EFFECTIVE 08/01/18</b>
		<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>
<b>YRS SERVICE</b>	<b>ANNUAL</b>	<b>ANNUAL</b>	<b>ANNUAL</b>	<b>ANNUAL</b>	<b>ANNUAL</b>
<b>START</b>	<b>\$40,000</b>	<b>\$40,800</b>	<b>\$41,616</b>	<b>\$42,448</b>	<b>\$43,297</b>
<b>AFTER 1 YR</b>	<b>\$43,820</b>	<b>\$44,696</b>	<b>\$45,590</b>	<b>\$46,502</b>	<b>\$47,432</b>
<b>AFTER 2 YRS</b>	<b>\$47,102</b>	<b>\$48,044</b>	<b>\$49,005</b>	<b>\$49,985</b>	<b>\$50,985</b>
<b>AFTER 5 YRS</b>	<b>\$50,384</b>	<b>\$51,392</b>	<b>\$52,420</b>	<b>\$53,468</b>	<b>\$54,537</b>
<b>AFTER 10 YRS</b>	<b>\$53,666</b>	<b>\$54,739</b>	<b>\$55,834</b>	<b>\$56,951</b>	<b>\$58,090</b>
<b>AFTER 15 YRS</b>	<b>\$56,412</b>	<b>\$57,540</b>	<b>\$58,691</b>	<b>\$59,865</b>	<b>\$61,062</b>

**Longevity Pay**

<b>After 17 Years</b>	<b>Additional 1% added to base pay</b>
<b>After 20 Years</b>	<b>Additional 1% added to base pay</b>
<b>After 24 Years</b>	<b>Additional 1% added to base pay</b>

**Supervisor Bonus**

<b>Corporal</b>	<b>3% Above Patrol</b>
<b>Sergeant</b>	<b>5% Above Patrol</b>
<b>Lieutenant</b>	<b>10% Above Patrol</b>

<b>Insurance</b>			<b>7/1/2016</b>	<b>7/1/2017</b>	<b>7/1/2018</b>
<b>Employee</b>	<b>90/10</b>	<b>90/10</b>	<b>90/10</b>	<b>90/10</b>	<b>90/10</b>
<b>Family</b>	<b>90/10</b>	<b>90/10</b>	<b>85/15</b>	<b>80/20</b>	<b>75/25</b>
<b>Spouse Covered</b>	<b>yes family</b>	<b>yes family</b>	<b>only if no other</b>	<b>only if no other</b>	<b>only if no other</b>

The base wages for Officers shall be in accordance with the following wage schedule. Officers eligible for a step increase shall advance within the step-plan on their anniversary date of hire. All wages shall be retroactive to their effective dates on all compensable hours as listed above. Officers covered by this Labor Agreement are hourly employees. The hourly rate is determined by taking the annualized salary and dividing it by 2080 hours.

Officers shall be placed into the wage schedule based upon their years of service. New Officers with prior law enforcement experience may be started at the "After 1 Year" step at the discretion of the Employer. Any Officer so placed shall remain at the "After 1 Year" step until their years of service will allow movement to the next step. Officers remaining at the After 1 Year step will receive the annual increases for the advanced step on May 1st of each year.

Officers holding rank shall receive an additional rank pay percentage above their current base salary as listed in Section 19.4. Such additional pay shall be incorporated into and made part of the Officer's base wages.

- Wages shall be retroactive to August 1, 2015.
- Retroactive wages shall be paid to all Officers on all compensable hours including those who have left employment on or after December 2, 2014, regardless of the reason for separation.

**APPENDIX B DUES AUTHORIZATION FORM**

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

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

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Personal Email Address \_\_\_\_\_

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.



**APPENDIX C 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)/Sections(s) violated: \_\_\_\_\_, and all applicable Articles.

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

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

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

\_\_\_\_\_  
\_\_\_\_\_, in part and in whole, make grievant 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

Lodge/Unit No. / Year / Grievance No.

**STEP FOUR**

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

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

\_\_\_\_\_  
Date

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





**APPENDIX D AGREEMENT TO EXTEND TIME LIMITS**

The City of Oregon and the Illinois Fraternal Order of Police Labor Council by its authorized representative do hereby agree to extend the time limits for further processing the grievance commonly referred to as the \_\_\_\_\_ grievance. This grievance is currently at Step \_\_\_\_ of the grievance procedure. It shall be frozen at that step to allow the parties further opportunity to investigate the dispute until either party delivers to the other a written notice demanding that the grievance processing resume. Neither party waives its position or rights with regard to this grievance by making this agreement to extend the time limits. This form is also available for use in connection with the holding of a grievance meeting under the Labor Agreement. For use in that connection, it is hereby agreed that the five (5) calendars day period for holding the meeting is hereby extended to and including \_\_\_\_\_.

\_\_\_\_\_  
FOR THE EMPLOYER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
FOR THE LABOR COUNCIL

\_\_\_\_\_  
DATE

APPENDIX E DRUG/ALCOHOL TEST FORM

Oregon Police Department  
Drug/Alcohol Testing Notification

Officers shall receive a completed copy of this form prior to testing. Pursuant to Article 26 of the Labor Agreement between the City of Oregon and the Illinois Fraternal Order of Police Labor Council you are hereby notified that you are ordered to submit to a drug/alcohol test for the following reason(s):

(Check applicable statement)

\_\_\_\_ You are returning from a sick leave or absence of sixty (60) days or more.

\_\_\_\_ Reasonable suspicion exists pursuant to Article 26 of the Labor Agreement as set forth below:

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

(Use back side if necessary.)

I acknowledge receipt of the drug and alcohol policy and procedure for testing. \_\_\_\_\_  
(Officer initials)

**I understand that a positive result or a refusal to comply with this direct order may subject me to disciplinary action.**

\_\_\_\_\_  
Employee Date Time A.M./P.M.

\_\_\_\_\_  
Employer/Designee Title

\_\_\_\_\_  
Witness

**APPENDIX F SENIORITY LIST**

<b><u>NAME</u></b>	<b><u>START DATE</u></b>
<b>Shawn Melville</b>	<b>07/01/98</b>
<b>Randy Cropp</b>	<b>01/01/00</b>
<b>Joseph Brooks</b>	<b>05/20/02</b>
<b>Brad Cash</b>	<b>06/23/03</b>
<b>Matt Kalnins</b>	<b>04/10/06</b>
<b>Rich Wilkinson</b>	<b>10/08/07-12/24/15</b>
<b>Tad Dominski</b>	<b>11/25/14</b>
<b>Aaron Kleinmaier</b>	<b>01/12/16</b>

## APPENDIX G UNIFORM/ EQUIPMENT ITEM LIST

The following is the initial issue of uniforms and equipment issued to new officers:

3	Short Sleeve Shirts
3	Long Sleeve Shirts
3 pr	Uniform Pants
1	Winter Coat
1	Ballistic Protection Vest
1	Rain Coat
1	Duty Belt (inner and outer)
4	Belt Keepers
1	Holster
1	Flashlight and holder
2 sets	Handcuffs, cuff key and case
1 set	Magazine holders
1	O.C. Spray and holder
1	ASP and holder
1 pr	Latex Gloves and holder
1 pr	Boots (Cap of \$100-Officer to cover extra)
1	Portable Radio holder
1	Badge
1	Name Tag
2 sets	Lapel Pins
1	Pair of winter gloves

The cost of all initial uniform changes required due to a promotion shall be covered by the City.

APPENDIX H

**OREGON POLICE DEPARTMENT  
REQUEST FOR AUTHORIZATION OF SECONDARY  
EMPLOYMENT**

I, \_\_\_\_\_, respectfully request authorization to engage in secondary employment outside my duties as a sworn Oregon Police Officer with the following part-time job:

Type of secondary employment: [ ]Permanent [ ]General [ ]Self Employment

EMPLOYED BY \_\_\_\_\_

LOCATION \_\_\_\_\_

DUTIES (describe in detail) \_\_\_\_\_

DATE(S) OF EMPLOYMENT \_\_/\_\_/\_\_ to \_\_/\_\_/\_\_ HOURS \_\_\_\_\_ to \_\_\_\_\_

WILL YOU BE WEARING THIS DEPARTMENT'S UNIFORM? [ ]Yes [ ]No

WILL YOU BE ARMED? [ ]Yes [ ]No

Date of Request \_\_\_\_\_ Signature \_\_\_\_\_

--

CHIEF OF POLICE [ ]Approve [ ]Disapprove

Date \_\_\_\_\_ Signature \_\_\_\_\_

Comments \_\_\_\_\_

\_\_\_\_\_