

ILLINOIS FOP LABOR COUNCIL

and

CITY OF SILVIS

Police Officers and Sergeants

May 1, 2022 – April 30, 2026

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

Web Address: www.fop.org

24-hour Critical Incident Hot Line: 877-IFOP911



TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 - MANAGEMENT RIGHTS	1
ARTICLE 2 - SUBCONTRACTING	1
Section 2.1 General Policy	1
ARTICLE 3 - DISCIPLINE AND DISCHARGE	2
Section 3.1 Discipline Defined/ Just Cause Standard and Appeal Rights	2
Section 3.2 Limitation	2
Section 3.3 Pre-Disciplinary Meeting.....	2
Section 3.4 Investigatory Interviews	3
Section 3.5 Written Notice	3
Section 3.6 Psychological Testing.....	3
Section 3.7 Bill of Rights.....	3
ARTICLE 4 - NO STRIKE/NO LOCKOUT.....	3
Section 4.1 No Strike Commitment.....	3
Section 4.2 Discipline of Strikers	3
Section 4.3 No Lockout	4
Section 4.4 Judicial Relief.....	4
ARTICLE 5 - GRIEVANCE PROCEDURE	4
Section 5.1 Definition.....	4
Section 5.2 Procedure	4
Section 5.3 Arbitration.....	4
Section 5.4 Grievance Processing.....	5
ARTICLE 6 - LAYOFF	5
Section 6.1 Layoff	5
Section 6.2 Layoff Order	6
Section 6.3 Recall	6
ARTICLE 7 - SENIORITY	6
Section 7.1 Definition of Seniority	6
Section 7.2 Probation Period	6
Section 7.3 Probation Period After Promotion	6
Section 7.4 Seniority List	6
Section 7.5 Termination of Seniority.....	7
Section 7.6 Seniority in Rank	7
Section 7.7 Promotion	7
ARTICLE 8 - PERSONNEL FILES.....	7
Section 8.1 Personnel Files.....	7
Section 8.2 Inspection.....	7
Section 8.3 Notification	8
Section 8.4 Employees' Rights to Place Information in Files.....	8
Section 8.5 Information for Evaluations.....	8

ARTICLE 9 - INDEMNIFICATION	8
ARTICLE 10 - LEAVES OF ABSENCE.....	8
Section 10.1 Leaves.....	8
Section 10.2 Application for Leave	9
Section 10.3 Personal Days	9
Section 10.4 Bereavement Pay	9
Section 10.5 Exempt Leave	10
ARTICLE 11 - SICK LEAVE	10
Section 11.1 Accumulation and Use.....	10
Section 11.2 Workers' Compensation.....	10
Section 11.3 Medical Appointments	11
Section 11.4 Proof of Illness.....	11
Section 11.5 Injury or Illness	11
Section 11.6 Family and Medical Leave	12
ARTICLE 12 - VACATIONS	13
Section 12.1 Vacation Allowance.....	13
Section 12.2 Vacation Pay.....	14
Section 12.3 Conflicts in Vacations.....	14
Section 12.4 Trade Days.....	14
ARTICLE 13 - HOLIDAYS.....	14
Section 13.1 Holidays.....	14
Section 13.2 Holiday Hours for Overtime Purposes.....	14
Section 13.3 Time Off Requests.....	15
ARTICLE 14 - SAFETY ISSUES	15
Section 14.1 Disabling Defects.....	15
ARTICLE 15 - INSURANCE	15
Section 15.1 Coverage	15
Section 15.2 Cost.....	16
Section 15.3 Terms of Insurance Policies to Govern.....	16
Section 15.4 IRC Section 125 Plan.....	17
Section 15.5 Insurance Advisory Committee	17
Section 15.6 Life Insurance	17
Section 15.7 Optical Program.....	17
Section 15.8 Post Employment Health Plan Meeting.....	17
ARTICLE 16 - GENERAL PROVISIONS	18
Section 16.1 Examination of Time Sheets.....	18
Section 16.2 Inoculation and Immunization	18
Section 16.3 Replacement of Personal Effects	18
Section 16.4 Funeral and Burial Expenses	18
Section 16.5 Uniform Allowance	18
Section 16.6 Pension Participation	19
Section 16.7 Overtime Payment	19
Section 16.8 Call-Back.....	19

Section 16.9 Court Time.....	19
Section 16.10 Paychecks	19
Section 16.11 Double-Back Time.....	20
Section 16.12 Residency Requirement	20
Section 16.13 Retirement Benefits	20
ARTICLE 17 - HOURS OF WORK AND OVERTIME	20
Section 17.1 Application of Article	20
Section 17.2 Normal Work Period.....	20
Section 17.3 Changes in Normal Work Period.....	20
Section 17.4 Overtime	21
Section 17.5 Compensatory Time.....	21
Section 17.6 Required Overtime.....	21
Section 17.7 No Pyramiding.....	22
ARTICLE 18 - WAGES	22
Section 18.1 Base Wages.....	22
Section 18.2 Educational Incentive Pay	22
Section 18.3 Mutual Exclusivity.....	22
Section 18.4 Shift Differential	23
Section 18.5 FTO Compensation.....	23
Section 18.6 Out of Rank Pay.....	23
Section 18.7 Investigators.....	23
Section 18.8 Deferred Compensation	23
Section 18.9 Canine Unit.....	23
ARTICLE 19 - DUES CHECKOFF	23
Section 19.1 Payroll Deduction of Union Dues.....	23
Section 19.2 Indemnification.....	23
ARTICLE 20 - DRUG FREE WORKPLACE POLICY	24
ARTICLE 21 - ENTIRE AGREEMENT	27
ARTICLE 22 - CONFERENCES AND TRAVEL ALLOWANCE	28
ARTICLE 23 - COLLECTIVE BARGAINING	28
Section 23.1 Negotiations.....	28
ARTICLE 24 - POST SHOOTING OR TRAUMATIC INCIDENT PROCEDURE	29
Section 24.1 Intent.....	29
Section 24.2 Procedure	29
ARTICLE 25 - DURATION AND SIGNATURE	29
Section 25.1 Duration	29
Section 25.2 Continuing Effect.....	29
SIGNATURE PAGE	30
APPENDIX A - OFFICER BASE WAGE SCALE	31

SERGEANT BASE WAGE SCALE (+11%)	32
APPENDIX B - SENIORITY LIST	33
APPENDIX C - DUES AUTHORIZATION FORM	34
APPENDIX D - CANINE LETTER OF AGREEMENT	35
APPENDIX E - ILLNESS LETTER OF AGREEMENT	36
APPENDIX F - GRIEVANCE FORM.....	37
APPENDIX G - MEMORANDUM OF UNDERSTANDING	39

PREAMBLE

This Agreement is entered into by and between the City of Silvis, an Illinois municipal corporation (herein referred to as the "Employer") and the Illinois Fraternal Order of Police Labor Council representing the Silvis Police Association (herein referred to as the "Union").

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

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

ARTICLE 1 - MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Employer retains all rights to manage and direct the affairs of the Employer in all of its various aspects and to manage and direct its employees, to make and implement decisions with respect to the operation and management of its operations in all respects, including all rights and authority possessed or exercised by the Employer prior to the recognition of the Union as the bargaining agent for the employees covered by this Agreement. These rights and authority include, but are not limited to the following: to plan, direct, control and determine all the operations and services of the Employer; to utilize and select suppliers and subcontractors; to supervise and direct the working forces; to establish the qualifications for hire and conditions for continued employment and to select, hire, evaluate, promote, demote and transfer employees; to schedule and assign work; to establish and enforce work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which the Employer operations and services shall be provided or purchased; to determine whether services are to be provided by employees covered by this Agreement or by other employees or non-employees not covered by this Agreement; to make, alter and enforce rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; to layoff or otherwise relieve employees from duty because of lack of work or for other reasons; and to take any and all actions as may be necessary to carry out the mission of the Employer in situations of local disaster or civil unrest emergencies as may be formally declared by the Mayor or his designee or the City Council.

ARTICLE 2 - SUBCONTRACTING

Section 2.1 General Policy

It is the general policy of the Employer to continue to utilize employees to perform work they are qualified to perform. It is also the policy of the Employer that police officers should be

utilized for tasks whose nature falls within the normal scope of police work. However, the Employer reserves the right to contract out any work it deems necessary in the interests of economy, improved work product, or emergency.

Work performed by the contractor shall not reduce regular working hours or benefits of regular employees covered by the Agreement.

The use of officers from an outside agency is permitted. However, the use of outside agency officers shall only be permitted if an officer(s) from the Union is not available to work. Every effort must be made to contact members of the Union before notifying outside agencies.

ARTICLE 3 - DISCIPLINE AND DISCHARGE

Section 3.1 Discipline Defined/ Just Cause Standard and Appeal Rights

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

- oral reprimand
- written reprimand
- suspension (notice to be given in writing)
- discharge

Disciplinary action may be imposed upon an employee only for just cause. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. All disciplinary action, up to and including termination will be appealed and processed through Article 5 - Grievance Procedure. The Chief of Police shall have the authority to issue discipline including suspensions and discharge. Discipline grievances shall be initially filed at Step 2 of the grievance procedure within ten (10) business days of the receipt of the notice of discipline. Any employee 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 and conditions of employment.

Section 3.2 Limitation

The Employer's agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline which is commensurate with the severity of the offense. The Employer shall notify both the employee and Union of disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense.

Section 3.3 Pre-Disciplinary Meeting

For discipline other than oral and written reprimands, prior to notifying the employee of the contemplated discipline to be imposed, the Employer shall notify the local Union of the meeting and then shall meet with the employee involved and inform the employee of the reason for such contemplated discipline, including any names of witnesses and copies of pertinent documents. The employee shall be informed of his contract rights to Union representation and shall be entitled to such, if so, requested by the employee, and the employee and the Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline. If

the employee does not request Union representation, a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

Section 3.4 Investigatory Interviews

Where the Employer desires to conduct an investigatory interview of an employee where the results of the interview might result in discipline, the Employer agrees to first inform the employee that the employee has a right to Union representation at such interview. If the employee desires such Union representation, no interview shall take place without the presence of a Union representative. The role of the Union representative is limited to assisting the employee, clarifying the facts and suggesting other employees who may have knowledge of the facts.

Section 3.5 Written Notice

The employee shall be notified in writing of disciplinary action imposed, be advised of the specific nature of the offense and be given direction as to future behavior.

Section 3.6 Psychological Testing

Employees cannot be ordered to undergo psychological testing unless the Employer has reasonable suspicion to believe that the employee is impaired and cannot perform the functions of his job duties

At the time an employee is ordered to submit to psychological testing, the Employer shall provide the employee with a written notice of the order setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test.

The employee shall retain all rights as afforded to him under the provisions of the ILCS dealing with mental health.

Section 3.7 Bill of Rights

In the event the Employer deems it necessary to interrogate an employee for any action that may lead to a suspension without pay, the Employer agrees to provide at least seventy-two (72) hours' notice and follow the guidelines as established in the Peace Officers Disciplinary Act as defined in the Illinois Compiled Statutes (50 ILCS 725 et. seq.) as may be amended from time to time.

Nothing in this section is intended to or should be construed to waive the employees' right to union representation during questioning that the employee reasonably believes may lead to discipline.

ARTICLE 4 - NO STRIKE/NO LOCKOUT

Section 4.1 No Strike Commitment

No officer will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage or the concerted interference with the full, faithful, and proper performance of the duties of employment with the Employer during the term of this Agreement.

Section 4.2 Discipline of Strikers

Any officer who violates the provisions of Section 4.1 of this Article shall be subject to immediate discharge.

Section 4.3 No Lockout

The Employer will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 4.4 Judicial Relief

Nothing contained herein shall preclude the Employer or the Union from obtaining a temporary restraining order, damages, and other judicial relief as determined appropriate by the court.

ARTICLE 5 - GRIEVANCE PROCEDURE

Section 5.1 Definition

A "grievance" is defined as a dispute or difference of opinion raised by the Union against the Employer involving an alleged violation or misapplication of an express provision of this Agreement. The grievance procedure shall supersede any other Employer grievance procedure.

Section 5.2 Procedure

A grievance filed against the Employer shall be processed in the following manner:

- Step 1: The Union shall submit the grievance in writing to the Police Chief. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than ten (10) business days from the date of the occurrence of the matter giving rise to the grievance or within ten (10) business days after the employee through the use of reasonable diligence should have obtained knowledge of the occurrence or event giving rise to the grievance. The Chief of Police shall render a written response to the grievance within ten (10) business days after the grievance is presented, provided, however, that such ten (10) day period for response may be held in abeyance for thirty (30) days if mutually agreed to by the parties.
- Step 2: If the grievance is not settled at Step 1 and the Union desires to appeal, it shall be referred by the Union in writing to the Public Safety Committee within ten (10) business days after receipt of the department's answer in Step 1. Thereafter, the Public Safety Committee or its designee and the Police Chief or other appropriate individuals as desired by the City Council shall meet with the Union within fifteen (15) business days of receipt of the Union's appeal. If no agreement is reached, the City Council or designee shall submit a written answer to the Union within fifteen (15) business days following the meeting.

Section 5.3 Arbitration

If the grievance is not settled in Step 2 and the Union wishes to appeal the Grievance from Step 2 of the grievance procedure, the Union may refer the Grievance to arbitration, as described below, within fifteen (15) business days of receipt of the Council's written answer as provided to the Union at Step 2.

- (a) If, in accordance with the above procedure, the grievance(s) is properly appealed by the Union or the Employer to arbitration, representatives of the Employer and the Union shall meet to select an arbitrator, from a mutually agreed list of arbitrators. If the parties are unable to agree on an arbitrator within thirty (30) working days after the appeal to arbitration is filed, the parties shall jointly request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. All persons on such list shall be members of the National Academy of Arbitrators and reside in Illinois. Each party retains the right to reject one (1) panel in its entirety and request that a new panel be submitted. Upon receipt of such list, each party shall alternatively strike a name from the list until there is one (1) name remaining, who shall be the Arbitrator. The parties shall determine by a coin toss which party shall strike the first name. The loser of the coin toss shall strike first.
- (b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, which the parties shall attend.
- (c) The Council and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Council and Union retain the right to employ legal counsel.
- (d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The Arbitrator's decision is final and binding.
- (e) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- (f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be split equally between the Union and the Employer. However, each party shall be responsible for compensating its own representative and witnesses.

Section 5.4 Grievance Processing

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

ARTICLE 6 - LAYOFF

Section 6.1 Layoff

The Employer, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs, whether in a rank or assignment are necessary, employees covered by this Agreement will be laid off in accordance with their seniority.

Section 6.2 Layoff Order

Sworn police officers who are probationary, auxiliary, temporary or part-time employees of the police department shall be laid off first: then full-time employees shall be laid off in inverse order of their seniority. No employees will be hired to perform or permitted to perform those duties normally performed by a bargaining unit employee while any bargaining unit member is on layoff status. Individual employees shall receive notice, in writing, of the layoff not less than fifteen (15) days prior to the effective date of such layoff.

Section 6.3 Recall

Employees shall be recalled from layoff in the inverse order, up to three (3) years of their layoff. No new employees shall be hired until all employees on layoff in that particular job classification desiring to return to work shall have been given the opportunity to return to work.

In the event of recall, eligible employee shall receive notice of recall by certified mail, return receipt requested. It is the responsibility of all employees eligible for recall to notify the Employer of their address. Upon receipt of the notice of recall, employees shall have ten (10) business days to notify the Employer of their acceptance of the recall.

If a layoff occurs pursuant to this Article, unit members affected shall be given first option for any reduced hours normally allotted to part-time employees within the Police Department.

ARTICLE 7 - SENIORITY

Section 7.1 Definition of Seniority

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

Section 7.2 Probation Period

An employee is a "probationary employee" for his/her first eighteen (18) months of active employment, or three thousand one-hundred twenty (3120) regular hours. An employee who has two years of full-time experience and has law enforcement certification as recognized by the State of Illinois shall be considered a "probationary employee" for his/her first twelve (12) months of active employment, or two thousand eighty (2080) regular hours. No matter concerning discipline, layoff or termination of a probationary employee shall be subject to the grievance and arbitration procedures. A probationary employee shall have no seniority, except as otherwise provided in this Agreement, until he has completed his probationary period. Upon the completion of his probationary period, he will acquire seniority from his date of hire.

Section 7.3 Probation Period After Promotion

Any promotion of an employee shall be a "probationary" for the first twelve (12) months of active employment or two thousand eighty (2080) regular hours following the effective date of promotion. No matter concerning the demotion of such employee shall be subject to the grievance and arbitration procedures.

Section 7.4 Seniority List

The Employer and the Union have agreed upon the initial seniority list setting forth the present seniority dates for all employees covered by this Agreement and shall become effective on

or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to the seniority listing, shall be resolved through the grievance procedure. The initial agreed list is attached hereto as Exhibit (B) and made a part hereof.

Section 7.5 Termination of Seniority

The employee shall not accrue seniority when he or she:

- (a) quits;
- (b) is discharged for just cause;
- (c) fails to return to work at the conclusion of an approved leave of absence for a period of three (3) consecutive dates without authorization, unless the employee has an explanation acceptable to the Employer at the Employer's sole discretion for such failure to report for work;
- (d) fails to return after recall; or
- (e) regular retirement.

Section 7.6 Seniority in Rank

For purposes of this Agreement, seniority dates will be the date that rank was received. If date of rank is the same, the starting date will be used for seniority purposes.

Employees will continue to accrue seniority for all time spent on authorized unpaid leave of absence.

Section 7.7 Promotion

Seniority shall be considered in the promotion of officers covered by the Agreement per the rules of the Civil Service Commission.

ARTICLE 8 - PERSONNEL FILES

Section 8.1 Personnel Files

The Employer shall keep a central personnel file for each employee within the Bargaining unit. Nothing shall prevent the Police Chief from maintaining working files, such as internal investigation files. Once the working file is closed or no longer needed, it will be added to the employee's personnel file.

Section 8.2 Inspection

Upon request of any Union employee, the Police Chief shall permit an employee to inspect his/her personnel file subject to the following:

- (a) Such inspection shall occur within a reasonable time following receipt of the request.

- (b) Such inspection shall occur during daytime working hours, Monday through Friday, upon reasonable request.
- (c) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein.
- (d) Upon written authorization by the requesting employee, in cases where such employee has a written grievance pending and is inspecting his file with respect to such grievance, that employee may have a representative of the Union present during such inspection and/or may designate in such written authorization that said representative may inspect his personnel file subject to the procedures contained in the Article.
- (e) Pre-employment information, such as reports, credit checks, or information provided the Employers with a specific request that it remain confidential, shall not be subject to inspection or copying.

Section 8.3 Notification

Employees shall be given immediate notice by the Police Chief or designee when a formal, written or other disciplinary documentation is permanently placed in their personnel file.

Section 8.4 Employees' Rights to Place Information in Files

Nothing shall be placed into an Employee's central file, which is in the nature of a complaint, which is unsubstantiated or has been proven unfounded.

Employees shall have the right to respond in writing to any written reprimands in the personnel file. Such response shall be limited to facts outlined in the letter of reprimand.

Section 8.5 Information for Evaluations

Employees shall have the right to see any records that will be used in any form to evaluate their performance.

ARTICLE 9 - INDEMNIFICATION

The Employer shall indemnify employees and comply fully in all other respects as required by 65 ILCS 5/1-4-6 (Local Government and Governmental Employees Tort Immunity Act).

ARTICLE 10 - LEAVES OF ABSENCE

Section 10.1 Leaves

The Employer may grant a leave of absence under this Article to any Bargaining unit employee where the Employer determines there is good and sufficient reason. The Employer shall set the terms and conditions of this leave, including whether or not the leave is to be with pay.

Section 10.2 Application for Leave

Any request for a leave of absence shall be submitted in writing by the employee to the Employer as far in advance as is practical. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. The employee shall indicate such activities during leave status as are relative to the request, including but not limited to part-time work, school, or application for other employment.

If granted, the authorization for leave of absence and the conditions thereof shall be furnished to the employee by the Employer in writing.

Section 10.3 Personal Days

Each employee is entitled to six (6) personal days off (48 hours for investigators, SRO, QCMEG; 51.48 hours for other employees) with pay during each twelve (12) month period beginning January 1 provided the employee has worked one hundred thirty (130) days in the preceding calendar year. Any employee hired after January 1 and not eligible for the full six (6) personal days shall be credited with one (1) personal day for every forty-five (45) days worked. Use of one personal day will reduce the total amount by one (1) personal day (8 hours for investigators, SRO, QCMEG; 8.58 hours for other employees).

Personal days may not be accumulated from one calendar year to the next. All personal days must be used within the calendar year that they are earned, or they will be forfeited, unless employee was denied use of the day by the Employer. Any unused personal days shall be compensated for at the regular rate of pay at the end of each calendar year.

The employee shall not be required to state the nature of such personal days. Personal day off requests submitted with twenty-four (24) hours or less notice may only be approved if it does not cause mandated overtime. If an employee volunteers for the overtime, the personal day off request may be approved within the discretion of the Employer.

Section 10.4 Bereavement Pay

In the event of death in the immediate family or household (as herein defined) of an employee, the employee shall be granted three (3) consecutive workdays of leave of absence with full pay to make household adjustments, necessary arrangements, or to attend funeral services. Bereavement pay as provided for in this section is separate from sick pay. Upon request of an employee, the Police Chief may grant an extension of bereavement leave, but any such additional leave shall be charged against the employee's sick leave and shall not exceed an additional two days.

Bereavement pay will be granted for the following:

Spouse	Mother-in-Law
Children	Father-in-Law
Step Children (current spouse)	Brother-in-Law
Parents	Sister-in-Law
Step-Parents	Grandparents
Brother	Grandchildren
Sister	Grandparents-in-Law
Step-Siblings	Grandchildren-in-Law

Domestic Partner

Daughter-in-Law
Son-in-Law

Section 10.5 Exempt Leave

Any employee, who is appointed to an administrative position (Chief of Police and/or Deputy Chief of Police) outside the bargaining unit, shall be entitled to be reinstated in the bargaining unit if he or she is removed from the appointment. Time served during the appointment shall be credited to the rank he or she held prior to the appointment.

ARTICLE 11 - SICK LEAVE

Section 11.1 Accumulation and Use

All employees shall be entitled to sick pay based on the employee's regular rate of pay as provided in this Article.

As of May 1, of each year, employees shall be eligible for twelve (12) days of sick leave with full pay each fiscal year. Sick days may be accumulated from one fiscal year to the next. Each month worked shall create an eight (8) hour sick time credit for specialty positions and 8.58 hour sick time credit for patrol. Any use of sick leave shall be credited against such sick leave available at two (2) hour increments, whether such use was for a lesser time or not. If use shall be beyond one hour, any such additional time shall also be credited in two (2) hour increments. Use of one sick day will reduce the total amount by one (1) sick day (8 hours for investigators, SRO, QCMEG; 8.58 hours for other employees).

Sick leave shall be granted as a result of absence from work due to illness, injury, medical appointments. An employee may use sick leave provided by the Employer for absences due to an illness, injury, or medical appointment of the employee's child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, stepparent, or domestic partner on the same terms upon which the employee is able to use sick leave benefits for the employee's own non-service related illness or injury.

Unused sick leave may be accumulated without limit by an employee during his total time of employment with the City. The employee shall be entitled to use his accumulated sick hours for extended illness and thereby reduce his accumulated hours by the total number of hours used. The remainder of accumulated time may be used to increase length of service, if so permitted by police pension fund regulations, or a retiring employee may choose to have fifty (50%) percent of their total accumulated sick time hours, at the time of their retirement (as described in Article 15, Section 15.1), calculated into a dollar amount based upon the employee's final hourly wage. The retired employee may draw from that dollar amount any percentage requested by the retired employee to reduce their monthly contribution toward their health/dental insurance premiums until the total amount is exhausted. (Employees will not receive a cash payout for accumulated sick leave at time of retirement.)

Section 11.2 Workers' Compensation

If an employee is receiving Workmen's Compensation benefits, the lost time occurring while receiving such benefits will not affect such employee's prior accumulated time or right to accumulate during the fiscal year.

In no case shall an employee be entitled to receive Workmen's Compensation benefits and sick pay at the same time.

Section 11.3 Medical Appointments

Sick leave may be used for medical appointments. However, any use of sick leave shall be credited against such sick leave available at two (2) hour increments, whether such use was for a lesser time or not. If use shall be beyond two hours, any such additional time shall also be credited in two (2) hour increments.

Section 11.4 Proof of Illness

The Employer may request an affidavit or statement from a treating Licensed Health Practitioner to confirm any employee's absence which is said to be for illness of more than three (3) consecutive days. The Employer may request a statement from a Licensed Health Practitioner for any medical appointments. The purpose of such affidavit or statement is to enable the Employer to determine possible abuse of sick time benefits.

Any substantiated abuse of sick time benefit shall be subject to immediate and appropriate disciplinary action. Such disciplinary action may range from oral or written reprimand to discharge, depending on the severity of the offenses.

Section 11.5 Injury or Illness

An officer, who sustains an injury or illness arising out of and in the course of his employment, shall be covered by the provisions of Chapter 5 of the Illinois Compiled Statutes Section 345/ 1 (5 ILCS 345/ 1).

- (a) Light duty may be assigned to an employee who becomes sick or injured on-duty or off- duty provided that the employee is released for such assignment by their personal physician and the Employer's physician. Such assignment will be made within the restrictions and restraints imposed by the physicians. The assignment shall be within the police department and not be more than ninety (90) working days. Such assignment shall not be unreasonably denied and is at the discretion of the Police Chief.
- (b) The Employer agrees that during any dispute of the validity, compensation or other conditions pertaining to an injury or illness the Employer will pay wages in accordance with 5 ILCS 345/1. The Employer shall bear full responsibility to ensure that employees are paid in accordance with said statute during any such dispute.
- (c) Pay for employees shall be in the same manner and at the same time as for all other employees.
- (d) If the Employer requires examination by a physician of its own choice the Employer will pay all necessary expenses including mileage and meals. The Employer will make every effort to select such physician so that unnecessary travel by the employee can be avoided.

- (e) It is agreed that the affected employee shall take treatment as agreed to between the physicians for the Employer and for the employee. The Employer shall not disallow treatment prescribed by a treating physician.
- (f) In any instance where the employee's physician and the Employer's physician disagree as to treatment or the employee's ability to return to work and the Employer requires an independent determination, the opinion of a third physician, mutually selected by the other two physicians and paid for by the Employer, shall be obtained.
- (g) Nothing within this Article shall modify, change or abridge the Employer's responsibilities regarding the Worker's Compensation laws of the State of Illinois or regarding any debts incurred by an employee due to in-line-of-duty injury.
- (h) Nothing in this Article shall prohibit the affected employee from continuing any pursuit that he was involved in prior to in-line-of-duty injury whether with or without pay, provided that the employee informs the Employer of the type of work and has a written release from his physician and the Employer's physician, if the Employer so requires, that such work will not impede the healing process or time of the injury. To the extent that such work and the amount thereof was a part of the normal situation for the employee prior to the in-line-of-duty injury, wages from such work shall not reduce the amount due the employee under this Article.
- (i) Any employee who is injured in the line of duty and cannot return to work shall be provided the opportunity to obtain medical insurance in accordance with federal law (COBRA) and the state Insurance Code, 215 ILCS 5/3675. During the first year of disability, the Employer will pay the portion of the premium, if any, that it is required to pay for current employees and their dependents under this Agreement. Thereafter, the employee must pay the entire premium.
- (j) If an injured employee who cannot return to work for the Employer, and accepts other employment, the Employer's insurance responsibilities to that employee will terminate at the time of employment with someone other than the Employer, provided the employee is insurable through the successive employer.

Section 11.6 Family and Medical Leave

The Employer will grant up to twelve (12) weeks of family and medical leave during a twelve (12) month period. FMLA must be for one of the following reasons (pursuant to the Family and Medical Leave Act):

- (a) the birth of an employee's child and in order to care for that child;
- (b) the placement of a child with an employee for adoption or foster care;
- (c) to care for an employee's spouse, child, or parent with a serious health condition;

- (d) for an employee's serious health condition which renders the employee unable to perform the functions of his job;

An employee must use accrued paid leave as is available to him/her, including sick leave, concurrently while on FMLA leave.

ARTICLE 12 - VACATIONS

Section 12.1 Vacation Allowance

All employees who serve in investigator, SRO or QCMEG positions covered by this Agreement shall be entitled to vacation leave with pay as follows:

- (1) Two (2) weeks after the anniversary date of one (1) year of employment.
- (2) Three (3) weeks after the anniversary date of three (3) years of employment.
- (3) Four (4) weeks after the anniversary date of seven (7) years of employment.
- (4) Five (5) weeks after the anniversary date of fourteen (14) years of employment.
- (5) Six (6) weeks after the anniversary date of twenty (20) years of employment.

Vacation days may be taken one (1) day/ eight (8) hours at a time. Single days may be used in accordance to policy set forth by the employer.

All employees (except for investigators, SRO and QCMEG positions) covered by this Agreement shall be entitled to vacation leave with pay as follows:

- (1) Nine (9) days (77.22 hours) after the anniversary date of one (1) year of employment.
- (2) Thirteen (13) days (111.54 hours) after the anniversary date of three (3) years of employment.
- (3) Eighteen (18) days (154.44 hours) after the anniversary date of seven (7) years of employment.
- (4) Twenty-three (23) days (197.34 hours) after the anniversary date of fourteen (14) years of employment.
- (5) Twenty-seven (27) days (231.66 hours) after the anniversary date of twenty (20) years of employment.

Vacation days may be taken one (1) day/ (8.58) hours at a time. Single days may be used in accordance to policy set forth by the employer.

Section 12.2 Vacation Pay

The rate of vacation pay shall be the employee's regular straight time rate of pay, shift differential included, in effect for the employee's regular job.

Any employee who is laid off, discharged, retired, or separated, including death, from the service of the employer for any reason, prior to his/her vacation, shall be compensated in cash (at the current rate of pay) for the unused vacation he/she has accumulated at the time of separation.

Section 12.3 Conflicts in Vacations

Vacation requests may be submitted from February 15th to February 28th each year after the shift bidding period has expired. Requests received during this time period will be scheduled on the basis of seniority. Requests received after February 28th each year shall be scheduled on a first-come/first-served basis without regard to seniority. Vacation requests submitted within twenty-four (24) hours or less notice may only be approved if it does not cause mandated overtime. If an employee volunteers for the overtime, the vacation request may be granted within the discretion of the Employer.

Vacation schedules may be adjusted to accommodate seasonal operations, significant revision in organizational, work assignments or the number of personnel in particular rank.

Section 12.4 Trade Days

Employees may trade days and/or shifts as long as the trade is approved by the supervisor and/or Chief of Police.

ARTICLE 13 - HOLIDAYS

Section 13.1 Holidays

Holidays to be observed with pay are as follows:

- New Year's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day

Section 13.2 Holiday Hours for Overtime Purposes

For the purposes of computing overtime, all holiday hours (worked or unworked) for which an employee is compensated shall be regarded as hours worked. Each employee shall be paid eight (8) hours of pay at the overtime rate in addition to his regular rate of pay for each holiday.

Each employee who works over four (4) hours but less than eight (8) hours on a holiday shall also receive two (2) hours of compensatory time unless the employee has reached the

maximum amount allowed according to this agreement. Each employee who works a full assigned shift of at least (8) hours on a holiday shall receive four (4) hours of compensatory time unless the employee has reached the maximum amount allowed according to this agreement. Once the employee has reached the maximum amount of compensatory time allowed, the employee shall receive payment at the appropriate rate of pay in lieu of compensatory time. a holiday shall also receive four (4) hours of compensatory time.

Section 13.3 Time Off Requests

Employees may utilize compensatory time, personal days or vacation time to take a holiday off subject to the approval of supervision, which shall not be unreasonably denied. Compensatory time shall not be used to take a holiday off if it creates overtime.

ARTICLE 14 - SAFETY ISSUES

Section 14.1 Disabling Defects

No employee shall be required to use any equipment that has been designated by either the Sergeant or Chief as being defective because of a disabling condition unless the disabling condition has been corrected.

Any employee who knowingly falsifies a report of a disabling condition shall be subject to disciplinary action.

When an assigned department vehicle is found to have a disabling defect or is in violation of the law, the officer will notify his supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement, or the continued operation of said vehicle.

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

ARTICLE 15 - INSURANCE

Section 15.1 Coverage

The Employer shall continue to make available to nonretired employees and their dependents group health and hospitalization insurance, group dental insurance, and group life insurance coverage and benefits that are substantially equal to the insurance coverages of current contract as described in this Agreement. The Employer reserves the right to change or offer alternative insurance carriers, including health maintenance organizations, or to self-insure as it deems appropriate, as long as the new or alternative coverage and benefits are substantially equal to those in effect during current contract as described in this Agreement. The Employer must notify the Union in writing of any insurance modifications at least thirty (30) days prior to the effective date of such modifications. Any changes in benefit level must be agreed to by both employees and the Employer.

The Employer shall also make health/dental insurance available to retiring employees with one of the following plan options: employee, employee/spouse, employee/children or family. The employee has to have completed twenty (20) years of service with the City of Silvis and be at least fifty (50) years of age (55 years of age for employees hired after January 1st, 2011) at the time of retirement. This insurance shall be offered until the employee is eligible for Medicare.

Prescription Drug Coverage - The Employer shall reimburse employees for the prescription drug expenses to ensure that their out of pocket expense does not exceed five (\$5.00) dollars for generic drugs, ten (\$10.00) dollars for preferred brand and non-preferred brand. The employee shall be required to request generic and preferred brand drugs if they are available. The Employer will only reimburse for non-preferred brand drugs if there are no generic or preferred drugs available. Employees shall submit receipts on a monthly basis for reimbursement.

Section 15.2 Cost

The employee bi-weekly contribution for health and dental insurance will be the following percentage of the total employer premium effective May 1, 2022:

	<u>Employee</u>	<u>Employee/Spouse</u>	<u>Employee/Children</u>	<u>Family</u>
Health Only	15%	15%	15%	15%
Dental	14%	14%	14%	14%
Health Savings	15%	15%	15%	15%
HS & Dental	14%	14%	14%	14%

The employer will pay fifty percent (50%) of the health and dental insurance premium for qualifying retired employees and their spouses.

**Employees who are hired prior to January 1, 2011, will be eligible for retiree health and dental insurance coverage beginning on the date that the retired employee becomes age 50 with a minimum of 20 years of service to the City of Silvis Police Department.

**Employees who are hired after January 1, 2011, will be eligible for retiree health and dental insurance coverage beginning on the date that the retired employee becomes age 55 with a minimum of 20 years of service to the City of Silvis Police Department.

**All retirees are eligible for the City Vision Insurance Program at no additional cost to the retiree if the City adopts the program during this Agreement.

The Employer agrees the above listed rates will not go up through the duration of the Collective Bargaining Agreement.

Section 15.3 Terms of Insurance Policies to Govern

The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning an employee's claim for benefits under said insurance policies or plans shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has

contracted or is obligated shall result in no liability to the Employer, nor shall such failure be considered a breach by the Employer of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Employer, employee or beneficiary of any employee.

Section 15.4 IRC Section 125 Plan

The Employer will institute an IRC Section 125 Plan whereby employees will be able to pay for uninsured medical expenses and portions of group insurance premiums they may be required to pay with pre-tax earnings. This plan will remain in effect so long as it continues to be permitted by the Internal Revenue Code.

Section 15.5 Insurance Advisory Committee

The Employer agrees to continue the practice of using an Insurance Advisory Committee composed of four (4) representatives from the Employer, two (2) representatives from the Union, and two (2) representatives from the Employer's AFSCME employees (if they so desire). This committee will study proposed changes in insurance coverages or benefits, including cost containment measures, and make recommendations to the City Council on insurance. The role of this committee shall be advisory only, and this committee will meet as needed.

Section 15.6 Life Insurance

The current Employer coverage of ten thousand (\$10,000) dollars for life insurance for each employee covered by this Agreement in effect at the time of the signing of this Agreement shall continue for the life of this Agreement, at no cost to the employee.

Section 15.7 Optical Program

If the Employer does not incorporate the proposed Vision Insurance Program at no additional cost to the employees within a reasonable amount of time after the ratification of this Agreement, the Employer will reimburse an employee for up to one thousand five hundred (\$1,500.00) dollars in optical expenses for the employee and/or dependents. Eligible expenses shall include eye exams not otherwise covered by insurance, eyeglasses, corrective lenses, and contact lenses. Reimbursement requests shall be processed in a manner which shall be established by the parties.

Section 15.8 Post Employment Health Plan Meeting

The City will make good faith efforts to meet and discuss options for a Post Employment Health Plan upon ratification of this Agreement. If an option is selected by the City and agreed to by the Union, a Memorandum of Understanding will be developed. This Section 15.8 shall not constitute a requirement that the City select, or the parties agree to a Post Employment Health Plan.

ARTICLE 16 - GENERAL PROVISIONS

Section 16.1 Examination of Time Sheets

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

Section 16.2 Inoculation and Immunization

The Employer agrees to pay all expenses (to the extent not covered by insurance) for inoculation or immunization shots for an officer and for members of an officer's family when such become necessary as a result of said employee's significant exposure to contagious diseases where said officer has been exposed to said disease in the line of duty. An employee's family shall be limited to those members of the immediate family who reside in the same household as the employee.

Section 16.3 Replacement of Personal Effects

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

Section 16.4 Funeral and Burial Expenses

The Employer agrees to defray all funeral and burial expenses of any officer of the Police Department killed in the line of duty up to ten thousand (\$10,000.00) dollars.

Section 16.5 Uniform Allowance

The Employer will appropriate funds for each officer for the replacement of uniform items, at the rate of seven hundred (\$700.00) dollars per year. The cost of any Employer- initiated changes or additions to the current uniforms or equipment shall be the responsibility of the Employer. The Employer shall provide each employee with body armor and replace the body armor consistent with the manufacturer's warranty. Newly hired employees will be fully outfitted with equipment described as follows:

1. Two Pair uniform pants.
2. Two short sleeve uniform shirts with patches.
3. Two long sleeve uniform shirts with patches.
4. One pair of duty boots.
5. Two Silvis police badges.
6. Name tag pin.
7. One set of SPD collar pins.
8. Two pairs handcuffs.
9. One ASP nightstick.
10. One flashlight.

11. One can of Mace.
12. One duty firearm.
13. One duty portable radio.
14. One duty vest body armor.
15. Duty gear plain black.
16. One winter coat.
17. One rain coat.
18. Duty belt including pants belt, belt keepers, level 11 retention holster, duty radio holster, handcuff case, glove pouch, mace holder, ASP holder, flashlight holder, taser holder.

Said newly hired employees will immediately be placed in the rotation with other officers for uniform allowances.

The Employer shall pay the allowance to the employee in two installments, the first installment on May 1 and the second installment on October 1. For those employees that have a current balance in their uniform allowance, the entire balance may be carried over until November 1, 2022 and such balance must be used to purchase replacement items listed in this Section 16.5. If the balance is not used by November 1, 2022, the remainder will be forfeited by the employee.

Section 16.6 Pension Participation

The Employer agrees to continue participation in the Police Pension Fund of the Silvis Police Department.

Section 16.7 Overtime Payment

All time in excess of normal schedule hours will be paid at one and one half (1.5) times actual hourly rate of pay.

Section 16.8 Call-Back

A call-back is defined as an official assignment of work which does not continuously follow an employees regularly assigned scheduled working hours. Employees called in before his or her regular shift or reporting back to the Employer's premises at a specified time on a regularly scheduled workday shall be compensated for the greater of two (2) hours or the actual time worked. Such compensation shall be at the appropriate overtime rate. In the case of any overlap of the two (2) hours minimum and an employee's regular shift, the employee shall be compensated during the overlap at the straight time rate.

Section 16.9 Court Time

Any employee required to attend a court proceeding, other than during his/her regularly assigned scheduled work hours, shall be compensated at the appropriate overtime rate of three (3) hours.

Section 16.10 Paychecks

Paychecks shall be available after 3:00 p.m. on Thursday pay dates.

Section 16.11 Double-Back Time

Any officer required to work two (2) shifts of at least 7.42 hours each shift within a twenty-four (24) hour period of time shall be compensated with two (2) hours of compensatory time unless they have reached the maximum amount allowed according to this Agreement. Once the employee has reached the maximum amount of compensatory time allowed, they shall receive payment at the appropriate rate of pay in lieu of compensatory time.

Section 16.12 Residency Requirement

Employees will maintain their permanent residence within a thirty (30) mile radius of the Silvis Police Department.

Section 16.13 Retirement Benefits

Upon announcement of retirement, the Employer shall provide the retiring employee with written documentation listing all benefits which will be provided by the Employer to the employee in retirement.

ARTICLE 17 - HOURS OF WORK AND OVERTIME

Section 17.1 Application of Article

Nothing in this Article or Agreement shall be construed as a guarantee of hours of work per shift, per week, per work period, or any other time frame.

Section 17.2 Normal Work Period

Workday and Work Schedule. Except as provided elsewhere in this Agreement, the current normal work period for all employees shall be twenty-eight (28) days. The normal workday for patrolmen and sergeants shall be 8.58 hours. The normal workday shall be extended or reduced by one (1) hour in the event of time changes.

If possible, the work schedule for all employees (except for the investigator) will be a rotating schedule of five days on and two days off followed by five days on and three days off. Due to the small size of the Department, the Chief reserves the right to alter the work schedule, which right shall not be exercised for punitive reasons.

The Chief will attempt to accommodate temporary personal needs of employees in making shift assignments, where operating needs will not be adversely affected, and with due regard to the interests of other employees in the bargaining unit. The Chief will initially solicit volunteers to take a schedule or shift assignment that another employee does not want to take because of personal hardship.

The investigator will observe all holidays provided in the contract and will not work those holidays, except for emergencies.

Section 17.3 Changes in Normal Work Period

Workday and Work Schedule. The shifts, workdays and hours to which employees are assigned shall be stated on the departmental work schedule. Officers may bid for assignments to shifts at the discretion of the Chief. Such bidding will take place once per year on or about February 1st through February 15th. Any change in shifts will take place during the first pay period in March.

- (1) Bidding shall be based in the most senior officer having first choice of an assignment and then proceeding with the next senior officer until all bidding for assignments have been made.
- (2) Nothing herewith shall require the Employer to make shift assignments where such assignment is not within the best interests of the functioning of the department, including such consideration as supervisory, investigatory, patrol and other departmental needs.

Section 17.4 Overtime

All time in excess of the hours worked in a normal workday of 8.58 hours, and the normal fourteen (14) day pay period, shall be compensated at the overtime rate. Overtime pay shall be received in fifteen (15) minute segments as provided by the Fair Labor Standards Act (FLSA). For the purpose of this Article, time worked shall include any time in pay status.

Section 17.5 Compensatory Time

With the agreement of the employee and in situations where the Chief of Police determines it to be in the best interests of the Employer, the Employer shall grant compensatory time off in lieu of overtime payment at the applicable rate. Employees may accrue and carry over year-to-year a maximum of three (3) days (24 hours for investigators, SRO, QCMEG; 25.74 hours for other employees) of compensatory time. Upon use, compensatory time may be replenished subject at all times to the maximum accrual of three (3) days. Compensatory time off shall be taken at such time and in such time blocks as are established or agreed to by the Police Chief or his designee and the employee.

Compensatory time may only be requested by Members less than seven (7) days before the date compensatory time is sought to be used. Generally, compensatory time shall be used in full day (8 hours for investigators, SRO, QCMEG; 8.58 hours for other employees) increments. If the request for compensatory time off is submitted on the same day as the request for the time off, time off may be used in less than full day (8 hour for investigators, SRO, QCMEG; 8.58 hour for other employees) increments. Under no circumstances may the use of compensatory time create overtime for the Employer.

Upon the request of an employee, the Chief, in his discretion, shall pay an employee on the last regularly scheduled payroll in April for any or all accrued and unused compensatory time. The employee's compensatory time account will be reduced by one (1) hour for each hour paid. Further, the Chief may unilaterally elect to pay an employee on said date for any and all accrued and unused compensatory time unless the employee elects to bank no more than three (3) days (24 hours for investigators, SRO, QCMEG; 25.74 hours for other employees), which banked time cannot be paid out without the consent of the employee.

Section 17.6 Required Overtime

The Chief of Police or his designees shall have the right to require overtime work and employees may not refuse overtime assignments. In non-emergency situations, the Chief or his designee as a general rule shall take reasonable steps to obtain volunteers for overtime. However, volunteers will not necessarily be selected for work in progress. Also, specific employees may be selected for special assignments based upon specific skills, ability and experience they may possess. The Chief will endeavor to equalize overtime opportunities among patrolmen each

calendar year. If a patrolman demonstrates that he has not been offered his fair share of overtime opportunities, he shall be given first preference for overtime in the future until the imbalance is corrected.

Section 17.7 No Pyramiding

Compensation shall not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

ARTICLE 18 - WAGES

Section 18.1 Base Wages

Employees will be compensated at the wage rates set forth in Appendix A to this Agreement. The scale will be based on the amounts listed as effective May 1, 2022, on a three (3.00%) percent increase effective May 1, 2023, a two and three quarter (2.75%) percent increase effective May 1, 2024, and a two and three quarter (2.75%) percent increase effective May 1, 2025.

Section 18.2 Educational Incentive Pay

Employees currently receiving educational incentive pay will continue to receive it at the levels to which they currently are entitled in this Section.

The educational incentive pay plan is restored and employees will be eligible to receive pay increases for completion of certain courses, which are required by an accredited college or police science school for a law enforcement degree or certificate. The Chief shall establish and publish a policy defining what particular courses of study will be credited towards educational incentive pay.

The number of hours and amounts of educational incentive pay is as follows:

15 Semester Hours	\$300.00
32 Semester Hours or 32 Hour Certificate	\$550.00
45 Semester Hours or 45 Hour Certificate	\$800.00
64 Semester Hours or Associates Degree	\$1,050.00
Bachelor's Degree	\$1,250.00

Upon completion of the above outlined courses, the maximum compensation therefore shall be one thousand two hundred fifty Dollars (\$1,250.00) annually.

Section 18.3 Mutual Exclusivity

Educational incentive pay and longevity pay are mutually exclusive. An officer may receive educational pay if he has earned it and longevity if he is so entitled. Once an officer has reached the maximum, a like amount will be paid each year thereafter, but shall not be increased simply because he/she works another year on the force.

Section 18.4 Shift Differential

Any employee working second, or third shift shall receive an additional fifty (\$.50) cents per hour. This shift differential shall be incorporated in the employee's regular rate of pay for the purposes of computing overtime and paid leave.

Section 18.5 FTO Compensation

Field Training Officers shall be compensated with one hour (1) of overtime for each shift that they are assigned to train another officer.

Section 18.6 Out of Rank Pay

Any officer who serves in the capacity of an acting patrol shift commander when the patrol shift commander who is regularly assigned to the patrol shift is not working, shall be compensated one (1) hour of compensatory time for each eight (8) hour shift in that capacity.

Section 18.7 Investigators

Any employee within the rank of patrolman who is assigned as an investigator shall be paid an additional three (3%) percent above his regular rate of pay. Any employee with the rank of sergeant who is assigned as an investigator shall not be paid the three (3%) percent above his regular rate. Investigators shall be eligible for shift differential.

Section 18.8 Deferred Compensation

The Employer shall allow employees to contribute to a tax-deferred program for governmental employees such as an ICMA on a voluntary basis.

Section 18.9 Canine Unit

In the event that the Employer institutes a canine unit, the parties will negotiate the appropriate compensation for such extra duties, and such signed Letter of Agreement shall be attached hereto.

ARTICLE 19 - DUES CHECKOFF

Section 19.1 Payroll Deduction of Union Dues

During the term of this Agreement, the Employer agrees to make a payroll deduction during the first two (2) pay periods of each assessment(s), in the amount certified to be current by the Secretary-Treasurer of the Union, from the pay of those employees covered by this agreement who individually request in writing that such deductions shall be remitted to the Union no later than seven (7) days after the deduction is made by the Employer.

Section 19.2 Indemnification

The Union shall indemnify and hold harmless the Employer against any and all claims, suits, or judgments brought or issued against the Employer as a result of any action taken pursuant to the check-off provision.

ARTICLE 20 - DRUG FREE WORKPLACE POLICY

1. Statement of Policy: It is position of the Lodge and the Employer that the public has the reasonable right to expect persons employed by the Employer to be free from the effects of drugs and alcohol. The purpose of this policy shall be achieved in such manner as to not violate any established right of the officers.

2. Prohibitions: Officers shall be prohibited from:
 - (a) Consuming or possessing alcohol or illegal drugs at any time during the workday or anywhere on any Employer's premises or job sites, including all City buildings, properties, vehicles and the officer's personal vehicle while engaged in City business except to the extent authorized by a valid medical prescription or when engaged in approved law enforcement activity;
 - (b) Illegal selling, purchasing or delivering any illegal drug during the workday or on the Employer's premises;
 - (c) Being under the influence of alcohol or illegal drugs during the course of the workday except to the extent authorized by a valid medical prescription;
 - (d) Failing to report to their supervisor any known adverse side effects of medication or prescription drugs, which they are taking.

3. Drug and Alcohol Testing Permitted:
 - (a) Where the Employer has reasonable suspicion to believe that an officer is then under the influence of alcohol or illegal drugs during the course of the workday.
 - (b) When an on-duty law enforcement officer discharges his/her firearm resulting in injury or death to a person or persons pursuant to 50 ILCS 727/1-25.

4. Order to Submit to Testing: At the time an officer is ordered to submit to testing authorized by this Agreement the Employer shall provide the officer with a written notice to the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to the test. The officer shall be permitted to consult with a representative of the Lodge at the time that the order is given. No questioning of the officer shall be conducted without first affording the officer the right to Lodge representation and / or legal counsel. Refusal to submit to such testing may subject the employees to discipline up to and including termination, but the officer's taking of the test shall not be construed as a waiver of any objection of rights that he/she may have.

5. Test to be Conducted: In conducting the testing authorized by this Agreement, the Employer shall:
 - (a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the Substance Abuse and mental health Services (S.A.M.H.S.A.) or the U.S. Department of Health and Human Services (D.H.H.S.);
 - (b) Ensure that the laboratory or facility selected conforms to all (S.A.M.H.S.A. or D.H.H.S.) standards;
 - (c) Establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result. No Employee with

the City of Silvis shall be permitted at any time to become a part of such chain of custody pertaining to paragraph 3 (b);

- (d) Collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test and sufficient amount to be set aside reserved for later testing if requested by the officer;
 - (e) Collect samples in such a manner as to preserve the individual officer's right to privacy, ensure a high degree of security for the sample and its freedom from alteration. Officers shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory of facility does not have a "clean room" for submitting samples or where there is reasonable belief that the officer has attempted to compromise the accuracy of the testing procedure;
 - (f) Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detached drug or drug metabolites;
 - (g) Provide the officer tested with an opportunity to have additional sample tested by a clinical laboratory or hospital facility of the officer's choosing, at the officer's own expense; provided the officer notifies the Employer within seventy-two (72) hours or receiving the results of the test;
 - (h) Require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing, or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of test administered), the Employer will not use such information in any manner or forum adverse to the officer's interest;
 - (i) Require that with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, test results that show an alcohol concentration of .04 or more based upon grams of alcohol per 100 milliliters of blood be considered positive (Note: the foregoing standard shall not preclude the Employer from attempting to show that test results between .02 and .04 demonstrate the officer was under the influence, but the Employer shall bear the burden of proof in such cases);
 - (j) Ensure that no officer is the subject of any adverse employment action except emergency temporary reassignment during the pendency of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative result.
 - (k) The Employer shall provide each employee tested with a copy of all information and reports received in connection with the testing and the results at no cost to the employee within 72 hours after receipt of the test results.
6. Right to Contest: The Lodge and/or the officer with or without the Lodge, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the testing or results of any other alleged violation of this Agreement. Such grievance 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 officers may have with regard to such testing. Officers retain any such rights as any exist and may pursue the same in their own discretion, with or without the assistance of the Lodge.

7. Voluntary Request 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 drug related problem, other than the Employer may require reassignment of the officer with pay if he/she is then unfit of duty in his/her current assignment. The Employer shall make available through its Employee Assistance Program a means by which the officer may obtain referrals and treatment. All such requests shall be confidential, and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the officer's interest, except reassignment as described above.
8. Discipline: In the first instance that an officer tests positive on both the initial and the confirmatory test for drugs or is found to be under the influence of alcohol and all 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. The foregoing is conditioned upon:
 - (a) The officer agreeing to appropriate treatment as determined by the physician (s) involved;
 - (b) The officer discontinues the use of illegal drugs or abuse of alcohol;
 - (c) The officer completes the course of treatment prescribed, including an "after care" group for a period of twelve months;
 - (d) The officer agrees to submit to random testing during hours of work during the period of "after care".

Officers who do not agree to the foregoing, or who test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an officer on active status throughout the period of rehabilitation if it is appropriately determined that the officer's current use of alcohol or drugs prevents such individual from performing the duties of a police officer or whose continuance on active status would constitute a direct threat to the property or safety of others. Such officers shall be afforded the opportunity to use accumulated paid leave or take a paid leave of absence pending treatment. The foregoing shall not limit the Employers right to discipline officers for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

Both the Lodge and the Employer recognizes that it is a medical fact that, alcoholism, is a disease and subject to treatment.

Officers who are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the officer's ability to perform his normal duties may be temporarily reassigned with pay to other more suitable police duties.

The Employer may conduct lawful drug tests as it may deem appropriate for persons seeking employment as Employees prior to their date of hire.

The Employer and the Union agree to incorporate all changes pertaining to 50 ILCS 727/1-25 under paragraph 3 (b) of this Article during the terms of this Agreement.

ARTICLE 21 - ENTIRE AGREEMENT

- A. This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining between the parties for its term as to any condition of employment covered by the provisions of this Agreement, and both parties waive their right to bargain for the term of this Agreement as to such conditions of employment. As to such conditions of employment, this Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in this Agreement.
- B. As to any conditions of employment which constitute a mandatory subject of bargaining, and which are not covered by a provision of this Agreement, the Union shall retain its right to bargain during the term of this Agreement as provided by the IPLRA in the event the Employer wishes to make any change in such conditions of employment. If the Employer desires to make such a change during the term of this Agreement, it shall first provide the Union with written notice of the proposed change and specify whether it believes such change to involve a mandatory or permissive subject of bargaining. The Union's bargaining rights shall be implemented according to the following procedure as to proposed changes that involve a mandatory subject of bargaining:
1. If the Union wishes to exercise its bargaining rights as to the decision and/or effects of the proposed change, it must notify the Employer in writing within seven (7) days of its receipt of the Employer's notice. Bargaining as to both the decision and its effects shall commence within seven (7) days of the Union's notice to the Employer or at such other times as may be mutually agreed by the parties. Such bargaining shall continue for a period of thirty (30) days from the date of the Union's notice to the Employer or longer if mutually agreed or for a shorter period if an agreement or an impasse is reached in a lesser period of time.
 2. If the parties reach impasse regarding the Employer's proposed change, the Employer may not implement its decision. Such impasse shall be submitted to interest arbitration in accordance with the IPLRA.
- C. As to any action not covered by a provision of this Agreement which is not a mandatory subject of bargaining, but over which the Employer is obligated to bargain as to the effects of its decision under the IPLRA, the Union shall retain its right to effects
- Bargaining and such effects bargaining rights shall be implemented according to the procedure stated above.
- D. If the Employer inadvertently fails to notify the Union of a change that gives rise to the Union's bargaining rights, the Union's obligation to request bargaining under the time frames established in paragraph B1 of this Article does not begin until the Union is notified

in writing of the change or until the Union, through the use of reasonable diligence, could have obtained knowledge of the change.

- E. In the event of a dispute between the Employer and Union as to whether an item is a mandatory or permissive subject of bargaining, the parties shall submit that disputed issue for determination by a Declaratory Ruling pursuant to the rules of the Illinois State Labor Relations Board (Section 1200.140). The parties agree to be preliminarily bound by the Declaratory Ruling for purposes of determining mid-term bargaining obligations as set forth in this Article, but such ruling shall not be binding on the parties or on an interest arbitration panel in connection with negotiation or arbitration of a successor Agreement.

ARTICLE 22 - CONFERENCES AND TRAVEL ALLOWANCE

Attendance at and participation in professional conferences, training, conventions and technical meetings shall be considered part of the employee's normal duties. With the prior approval of the Chief, on the form provided by the Chief, employees may attend such functions without loss of pay and at the Employers expense. Employees traveling on City business shall either be provided with City vehicles, given mileage at the current government rate as set by the IRS, or provided with an allowance for other transportation expenses.

Any employee attending such conference, training, convention or technical meeting shall be entitled to a meal allowance of forty (\$40.00) dollars per day. An advance of the meal allowance shall be provided to the employee prior to the date of travel. Any additional expenses will require receipts before reimbursement is made. If the employee expends less than forty (\$40.00) dollars/day on meals, the employee shall reimburse the Employer for the extra money advanced.

Time at training sessions will be considered as the normal tour of duty. For the provisions of this Article, the usual and customary travel time will be compensated at the appropriate rate.

ARTICLE 23 - COLLECTIVE BARGAINING

Section 23.1 Negotiations

The City of Silvis, or its' designated representative, agrees to meet with and negotiate with a committee representing the Union for the purpose of negotiating and executing a new Agreement covering wages, rate of pay, hours, and other terms and conditions of employment. Such negotiations shall be participated in by the parties to the end that a full formal Agreement is adopted and effectuated within a reasonable period of time.

Any member of the Union negotiating team assigned to work on a day negotiations are scheduled, shall be released to attend negotiations without loss of pay. Bargaining committee members on off-duty status shall not be compensated for their presence at collective bargaining sessions.

ARTICLE 24 - POST SHOOTING OR TRAUMATIC INCIDENT PROCEDURE

Section 24.1 Intent

It is the intent of the parties to provide a method for dealing with post-traumatic stress that is resultant of being involved either directly or indirectly in a shooting or other critical incident that can produce post-traumatic stress syndrome.

Section 24.2 Procedure

For any employee who critically injures another, or is involved in an incident that may cause post-traumatic stress, the following procedures shall be utilized:

- (a) Any employee who is directly involved in a shooting incident, or other incident as described in Section 24.1 hereinabove, shall be placed on administrative leave, at no loss of pay, for a minimum period of three (3) working days, or if warranted, until released by an MD or mental health professional.
- (b) Any other employee present at, or affected by the incident, may also be placed on administrative leave under the provisions of Section 24.2 paragraph (a) above, at the discretion of the Chief.
- (c) The Critical Incident Debriefing Team or some other comparable organization or person(s) shall be contacted to respond, debrief and discuss the critical incident with the employees who are or may be affected by the critical incident.
- (d) The family of the employee directly involved in the critical incident shall be allowed to be present for the debriefing as outlined in Section 24.2 paragraph (c).

ARTICLE 25 - DURATION AND SIGNATURE

Section 25.1 Duration

This Agreement shall be effective May 1, 2022 and shall remain in full force and effect until April 30, 2026, except as herein provided. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by registered or certified mail by either party at least sixty (60) days before the expiration date. In the event that such notice is given, negotiations shall begin no later than fifteen (15) calendar days after notice unless a later time is mutually agreed to. Nothing in this paragraph shall preclude commencing negotiations by mutual agreement earlier if so desired. Termination notices shall be considered to have been given as of the date shown on the postmark.

Section 25.2 Continuing Effect

Notwithstanding the foregoing, this Agreement shall remain in full force and effect after any expiration date while negotiations are continuing for a new contract between the parties. All provisions of this contract shall continue to remain in full force and effect during said period.

THIS AGREEMENT EXECUTED this _____ day of _____, 2022,
after receiving approval of the City of Silvis City Council, and proper ratification by the Bargaining
Unit Members.

SIGNATURE PAGE

FOR THE CITY OF SILVIS:

**ILLINOIS FRATERNAL ORDER OF
POLICE LABOR COUNCIL**

APPENDIX A - OFFICER BASE WAGE SCALE

	5/1/2022	5/1/2023	5/1/2024	5/1/2025
		3.00%	2.75%	2.75%
Start	\$26.92	\$27.73	\$28.49	\$29.27
1	\$28.42	\$29.27	\$30.08	\$30.90
2	\$29.90	\$30.80	\$31.64	\$32.51
3	\$31.40	\$32.34	\$33.23	\$34.15
4	\$32.62	\$33.60	\$34.52	\$35.47
5	\$33.08	\$34.07	\$35.01	\$35.97
6	\$33.54	\$34.55	\$35.50	\$36.47
7	\$34.01	\$35.03	\$35.99	\$36.98
8	\$34.49	\$35.52	\$36.50	\$37.51
9	\$34.89	\$35.94	\$36.92	\$37.94
10	\$34.99	\$36.04	\$37.03	\$38.05
11	\$35.06	\$36.11	\$37.10	\$38.13
12	\$35.15	\$36.20	\$37.20	\$38.22
13	\$35.23	\$36.29	\$37.28	\$38.31
14	\$35.69	\$36.76	\$37.77	\$38.81
15	\$36.15	\$37.23	\$38.26	\$39.31
16	\$36.62	\$37.72	\$38.76	\$39.82
17	\$37.10	\$38.21	\$39.26	\$40.34
18	\$37.58	\$38.71	\$39.77	\$40.87
19	\$38.07	\$39.21	\$40.29	\$41.40
20	\$38.46	\$39.61	\$40.70	\$41.82
21	\$38.71	\$39.87	\$40.97	\$42.09
22	\$38.96	\$40.13	\$41.23	\$42.37
23	\$39.21	\$40.39	\$41.50	\$42.64
24	\$39.46	\$40.64	\$41.76	\$42.91
25	\$39.71	\$40.90	\$42.03	\$43.18

SERGEANT BASE WAGE SCALE (+11%)

	5/1/2022	5/1/2023	5/1/2024	5/1/2025
		3.00%	2.75%	2.75%
Start	\$29.88	\$30.78	\$31.62	\$32.49
1	\$31.55	\$32.49	\$33.39	\$34.30
2	\$33.19	\$34.18	\$35.12	\$36.09
3	\$34.85	\$35.90	\$36.89	\$37.90
4	\$36.21	\$37.29	\$38.32	\$39.37
5	\$36.72	\$37.82	\$38.86	\$39.93
6	\$37.23	\$38.35	\$39.40	\$40.48
7	\$37.75	\$38.88	\$39.95	\$41.05
8	\$38.28	\$39.43	\$40.52	\$41.63
9	\$38.73	\$39.89	\$40.99	\$42.11
10	\$38.84	\$40.00	\$41.10	\$42.23
11	\$38.92	\$40.08	\$41.19	\$42.32
12	\$39.02	\$40.19	\$41.29	\$42.43
13	\$39.11	\$40.28	\$41.39	\$42.52
14	\$39.62	\$40.80	\$41.93	\$43.08
15	\$40.13	\$41.33	\$42.47	\$43.63
16	\$40.65	\$41.87	\$43.02	\$44.20
17	\$41.18	\$42.42	\$43.58	\$44.78
18	\$41.71	\$42.97	\$44.15	\$45.36
19	\$42.26	\$43.53	\$44.72	\$45.95
20	\$42.69	\$43.97	\$45.18	\$46.42
21	\$42.97	\$44.26	\$45.47	\$46.72
22	\$43.25	\$44.54	\$45.77	\$47.03
23	\$43.52	\$44.83	\$46.06	\$47.33
24	\$43.80	\$45.11	\$46.36	\$47.63
25	\$44.08	\$45.40	\$46.65	\$47.93

APPENDIX B - SENIORITY LIST

Name	Hire Date	Promotion Date
Patrick Robinson	03-18-02	
Allison McNeill	09-02-08	
John VanHyning	09-10-09	
Jose Vargas	01-03-12	06-02-18
Seth Rohweder	08-20-12	
Joe Miletich	08-20-12	05-29-21
Thomas Walter	08-14-17	
Nicklus Kavanaugh	08-14-17	
Luke Snyder	09-19-19	
Kellie Smet	06-22-20	
Grant Myers	07-01-21	
Kailey Johnson	01-03-22	
Darren Finley	01-03-22	

APPENDIX C - DUES AUTHORIZATION FORM

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

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

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

Date: _____ Signed: _____
Address: _____
City: _____

State: _____ Zip: _____
Telephone: _____
Personal E-mail: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois
(217) 698-9433

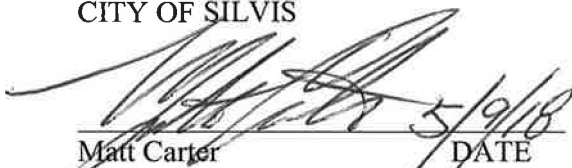
Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction. Please check with your tax preparer regarding deductibility.

APPENDIX D - CANINE LETTER OF AGREEMENT

LETTER OF AGREEMENT


It is agreed by the City of Silvis and Illinois Fraternal Order of Police Council (IFOPLC) that the Canine Officer be compensated to care for the canine during off work periods of time on a daily basis. In order to compensate the officer for this time, it is agreed to pay the officer 2 hours per week in money or compensatory time. It is also agreed the Canine Officer shall be compensated for all veterinary visits or any other canine maintenance necessary while off-duty. The payment will coincide with the terms and agreements of the Collective Bargaining Agreement between the City of Silvis and IFOPLC commencing on May 1, 2018, specifically Article 16, 17 and 18 (Hours of work/overtime/comp time and K9 officer compensation). In addition, the City of Silvis shall pay for the canine's food and approved Veterinarian charges. During an emergency, veterinary charges without approval shall be paid under the Chief's discretion. When the Silvis Police Department canine has reached the end of its service life, as determined by the Police Chief, that the canine can no longer perform as a working canine for the Silvis Police Department, is shall be considered retired. The canine handler may be authorized to purchase the canine for one (\$1.00) dollar and shall continue to provide a secure home for the animal. After the canine retirement, any additional veterinary, medications, and food shall be the sole responsibility of the handling officer. It is further agreed that the Canine officer shall be allowed to attend one training session a month, with the Police Chief's knowledge and any subsequent training sessions per month will be determined at the discretion of the Police Chief. This letter of agreement may be considered negotiable for subsequent contracts.

CITY OF SILVIS



Matt Carter 5/9/18
Mayor DATE

Illinois FOP Labor Council



Jay Titus 5-10-18
Field Representative DATE

APPENDIX E - ILLNESS LETTER OF AGREEMENT

SIDE LETTER OF AGREEMENT

Interpretation of "Illness" in Article 11, Section 11.5

The City and the Union recognize that a police officer's unique and often hazardous job duties may give rise to illnesses not normally incurred by the other employees of the City during the course of their duties. The parties also believe that the statute upon which Article 11, Section 11.5 was based, the Public Employee Disability Act (5 ILCS 345/1), necessarily includes certain illnesses within its definition of "injury." In recognition of these facts, the Union and City agreed that the benefits provided for in Article 11, Section 11.5 may cover both in-line-of-duty injuries and illnesses to the same extent as they would be covered under the Public Employee Disability Act.

The parties recognize that the Line between an illness potentially coverable under Section 11.5 if proven to have arisen out of and in the course of one's employment and *one* not subject to Section 11.5 even if arisen out of and in the course of one's employment may be difficult to determine. Should the parties be unable to agree as to whether an employee's illness should be covered under Section 11.5 and submit the dispute to arbitration, the arbitrator must decide whether the employee has demonstrated (a) the illness arose out of and *in* the course of his employment, and (b) the circumstances surrounding the infliction of the illness are such that, given the intent of the Public Employee Disability Act as incorporated in Section 11.5, the employee is entitled to the benefits of Section 11.5.

APPENDIX F - GRIEVANCE FORM

(use additional sheets where necessary)

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



Date Filed: _____

Department: _____

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

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

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

Briefly state the facts: _____

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

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

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

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

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is entered into this 8th day of August, 2022, by and between the Illinois FOP Labor Council, Silvis Police Association (hereinafter the "Union") and the City of Silvis (hereinafter the "City"). The City and Union shall be referred to collectively as "the Parties" in this Agreement.

Recitals

WHEREAS, the Parties are bound by a Collective Bargaining Agreement.

WHEREAS, the Parties have agreed to modify the Collective Bargaining Agreement, as provided herein, and incorporate the terms of the agreement below.

WHEREAS, the Parties agree that the terms of this MOU shall be incorporated into the Collective Bargaining Agreement from the date of the MOU's execution through April 30, 2026.

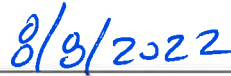
NOW THEREFORE, the Union and the City agree to the following provisions:

1. The Parties have met and conferred pursuant to and in satisfaction of Article 15, Section 15.8 of the Collective Bargaining Agreement.
2. The City agrees to offer a Post-Employment Health Plan to eligible employees. The plan and its terms shall be chosen solely by the City.
3. An employee will be eligible to participate in the Post-Employment Health Plan if the following requirements are both satisfied:
 - a. The employee has completed twenty (20) years of service with the City of Silvis Police Department, and
 - b. The employee is at least fifty (50) years old at the time of retirement if hired before January 1, 2011 or is at least fifty-five (55) years old if hired after January 1, 2011.
4. The City will use good faith efforts to finalize plan selection and coordinate enrollment during the 2022 calendar year.
5. The City may continue to offer a Post-Employment Health Plan beyond April 30, 2026 but the Parties agree there is no obligation to do so under the terms of this MOU.

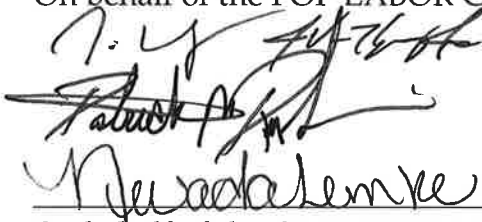
6. The City reserves the right to select the Post-Employment Health Plan at all times, including, but not limited to periods of renewal and at times involving a change in providers/vendors.
7. The Parties agree that this MOU does not guarantee any specific provision, term, benefit or offering of a Post-Employment Health Plan will be provided or offered to Union members. Further, the Parties agree that said provisions, terms, benefits and plan offerings shall be chosen solely by the City.
8. This MOU does not modify, alter or amend any other provision or term of the Parties' Collective Bargaining Agreement.
9. This MOU shall be effective upon the signature of both parties below.



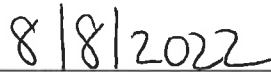
On behalf of the FOP LABOR COUNCIL



Date



On behalf of the CITY OF SILVIS



Date