

Agreement between

CITY OF GALESBURG
Illinois, USA

and



Public Safety Employees' Organization

2018—2020

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AGREEMENT

THIS AGREEMENT is entered into this ___ day of February, 2018, by and between the City of Galesburg, Illinois (the “CITY”) and the Public Safety Employees’ Organization (the “PSEO”).

PREAMBLE

WHEREAS, the City has voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with certain of its full-time employees insofar as such practices and procedures do not interfere with the City’s right and obligation to operate effectively in order to best serve the City and its residents and to make clear all basic terms upon which such relationship depends; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire agreement covering rates of pay, wages, hours of employment and other conditions of employment, and to provide the procedure for the prompt and peaceful settlement of grievances respecting the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties do mutually promise and agree as follows:

ARTICLE I – RECOGNITION

SECTION 1.1 PSEO RECOGNIZED

The City voluntarily recognizes the PSEO as the exclusive bargaining agent for the purpose of establishing the wages, hours and terms and conditions of employment for all non-exempt full-time permanent employees in the classification of Police Officer, but excluding supervisory, confidential, probationary and exempt employees and all elected officials or officers of the City.

SECTION 1.2 NEGOTIATIONS

Each party shall be permitted to have five (5) individuals sit on the negotiating committee provided that not more than one patrol officer and one investigator per shift shall be relieved from duty unless previously approved by the Chief of Police, and such leave shall not interfere with any emergency services.

ARTICLE II – PSEO RIGHTS

SECTION 2.1 DUES DEDUCTIONS

While this Agreement is in effect, the City will deduct twice per month one-half (1/2) the regular monthly PSEO dues for each employee in the bargaining unit for whom there is on file with the City a voluntary effective checkoff authorization as per Appendix A attached. The amounts so deducted shall be forwarded upon each deduction to the appropriate officer of PSEO. The PSEO

may change the fixed uniform dollar amount which shall be considered the regular PSEO dues once each year during the life of this Agreement. The PSEO will give the City thirty (30) days' notice in writing of any such change in the amount of uniform dues to be deducted. The PSEO authorization is revocable by an employee submitting a notice in writing to the City Manager's Office with a copy to the PSEO.

SECTION 2.2 PSEO INDEMNIFICATION

The PSEO shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability and for all legal costs that shall rise out of or by reason of action taken or not taken by the City in complying with the provisions of this article. Each party agrees to refund to the other any amounts paid in error on account of this dues deduction provision within ten (10) days of notification.

SECTION 2.3 PSEO ACCESS

One PSEO representative may have access to the premises of the City during a labor dispute in order to help resolve a problem. In order to receive access, the representative must first advise the appropriate supervisor.

SECTION 2.4 FAIR SHARE DEDUCTION

Employees are not required to join the PSEO as a condition of employment. In the event that an eligible employee does not join the PSEO, or elects to withdraw from membership during the term of this Agreement, a "fair share" deduction shall be made from his paycheck by the Employer. This fair share amount to be deducted shall be certified by the PSEO to the Employer and shall represent a pro rata share of the costs of collective bargaining, contract administration and grievance adjustment during the life of this agreement. This amount shall not include any monies spent in the form of political contributions and shall in no event exceed 100% of the normal PSEO monthly dues so long as the PSEO remains locally-controlled only.

Employees who object to such deductions on the basis of bona fide religious beliefs or teachings of a church or religious body of which that employee is a member shall be afforded the opportunity to designate that such amount deducted shall be paid to a non-religious charity mutually-agreed on by the employee and the PSEO.

This fair share deduction shall only be made from the paycheck of any bargaining unit employee during those periods of time throughout the term of this Agreement that the PSEO maintains membership of at least seventy-five percent (75%) of the eligible bargaining unit members eligible to join. In the event that the dues-paying membership of the PSEO is less than seventy-five percent (75%) of the bargaining unit members eligible for membership, no such deduction shall be made unless and until the seventy-five percent (75%) requirement is met.

The amount withheld shall be remitted to the PSEO within seven (7) days of its being deducted from the employees' paychecks. The amount deducted shall remain the same until the Employer receives written notice from the PSEO that a different fair share amount should be deducted.

The PSEO agrees to notify all employees in the bargaining unit of the existence of the fair share

provisions of this Agreement. Such notice shall consist of a posting on the PSEO bulletin boards or documented letter to each covered employee setting forth the following information:

1. Copies of the specific provisions of this Agreement relating to fair share deductions.
2. A statement of the duration of the Agreement.
3. A statement of the amount of fair share deduction to be made. Such notice shall be regularly updated in the event of any change in the amount.
4. The name, address and telephone number of the PSEO official responsible for administering the fair share deduction program.
5. A description of the dispute resolution procedure set forth below including the manner in which objections shall be made.

In the event that an employee objects to the fair share deduction made from his paycheck, he shall be afforded the opportunity to complain to the PSEO and the Employer. Such complaint shall be delivered to the PSEO and the Employer and shall state the nature of the objections and the reasons the employee believes the fair share deduction to be improper. Such complaints shall be limited to deductions made within the calendar year the complaint is filed. Once such a complaint has been received by the Employer or the PSEO, each party warrants to immediately notify the other of the existence of the objection and provide a photocopy thereof at the earliest possible date. The employer shall continue to deduct the certified fair share amount from the paycheck of an objecting employee but shall not remit any such sum to the PSEO for any period after the date of the filing of the complaint.

All sums deducted thereafter shall be placed in an escrow account independently managed and held pending the resolution of the complaint. Any interest earned as a result of such escrow shall go to the PSEO if the issue is resolved in favor of the PSEO, and all interest earned shall go to the employee if the issue is resolved in favor of the employee.

The responsibility for resolving such disputes is vested in the Illinois Public Employee Labor Relations Board or a similarly-constituted state agency. The cost of any such dispute resolution shall be borne by the PSEO.

The PSEO agrees to fully cooperate in the investigation of any such complaint including providing the Employer and the objecting party with certified copies of the relevant records of the PSEO concerning fair share deductions. Such material shall be likewise provided to the ISLRB charged with resolving the dispute. Objecting employees and the PSEO shall be afforded notice and the opportunity to be heard at any hearing concerning such complaints. Each party may be represented by counsel of their choosing or elect to proceed without counsel.

The PSEO agrees to indemnify the Employer from all proper actions taken by the Employer in making such fair share deductions. The PSEO shall hold the City harmless against any and all costs and damages resulting from the Employer's proper implementation and administration of the fair share agreement.

ARTICLE III – MANAGEMENT RIGHTS

SECTION 3.1 ENUMERATED RIGHTS

Except as specifically limited by the express provisions of this Agreement, the City possesses the sole right and authority to operate and direct the employees of the City and its various departments in all aspects, including but not limited to, the right to determine its mission, policies and to set forth all standards of service offered to the public; to plan, direct, control and determine the operations or services to be conducted by employees of the City; to determine the methods, means and number of personnel needed to carry out the department's mission; to direct the working forces; to establish the qualification for employment, to hire, assign or transfer employees within the department for other related functions; to promote, suspend, discipline or discharge, to lay off or relieve employees due to lack of work, funds or for other legitimate reasons; to make, publish, alter and enforce department rules and regulations; to introduce new or improved methods, equipment or facilities; to contract out for goods and services; to schedule and assign work; to establish work and productivity standards; to assign overtime; and to take any and all actions as may be necessary to carry out the mission of the City and its departments in situations of civil emergency as may be declared by the Mayor, the City Manager or Acting City Manager provided that no right enumerated in this Agreement shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this Agreement.

SECTION 3.2 DETERMINATION OF AUTHORITY

If, at the sole discretion of the Mayor or his designee, it is determined that extreme civil emergency conditions exist, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency. Should an emergency arise, the City Manager shall advise the local President of the PSEO, or the next highest officer of the PSEO, the nature of the emergency.

SECTION 3.3 AUTHORITY FOR APPOINTMENTS

Both the City and the PSEO recognize and accept the authority of the Board of Fire and Police Commissioners as specified at 65 ILCS 5/10-2.1-1, *et seq.*, with respect to the conduct of examinations, original appointment, promotions or conduct of hearings on charges, of applicants for and/or commissioned police officers of the City of Galesburg, Illinois.

ARTICLE IV – NON-DISCRIMINATION

SECTION 4.1 EMPLOYMENT POLICY

Neither the City nor the PSEO shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable federal or state laws because of race, creed, color, national origin, disability, age, sex, veteran's status, genetic information, or sexual orientation.

SECTION 4.2 AGE REQUIREMENT

All employees shall be retired at an age outlined in the Illinois State Statutes.

SECTION 4.3 EMPLOYEE DISCRIMINATION

Neither the City nor the PSEO shall interfere with the right of employees covered by this Agreement to become, or not become, members of the PSEO and there shall be no discrimination against any such employees because of lawful PSEO membership or non-membership activity or status.

SECTION 4.4 RESPONSIBILITY OF PSEO

The PSEO recognizes its responsibility as bargaining agent.

SECTION 4.5 HIRING PRACTICE

Only one person from a family shall be initially or subsequently employed as a permanent employee by the City in the same department or division so that they would be working in close proximity on a regular day-to-day basis. For this purpose, a member of a family is defined as a parent, sibling, spouse, and child. The word "spouse" shall include civil partners.

SECTION 4.6 GENDER

Wherever the male gender is used in this Agreement, it shall be construed to include equally both male and female employees.

ARTICLE V – GRIEVANCE PROCEDURE

SECTION 5.1 DEFINITION

A grievance shall be defined as a dispute arising between the parties during the term of this Agreement concerning a violation, or alleged violation, application or interpretation of this Agreement.

SECTION 5.2 TIME LIMIT

A grievance must be filed within ten (10) calendar days of its occurrence. All grievances arising out of a safety dispute must be filed within ten (10) calendar days from the Labor-Management Meeting when the dispute was presented, pursuant to Article VIII herein.

SECTION 5.3 SCOPE

Should any employee, or the union, desire to present a grievance, such grievance shall commence at Step One. Any non-PSEO member may initiate and handle his own grievance without the assistance and/or involvement of the PSEO.

SECTION 5.4 PROCEDURE

Step One. An employee or the PSEO having a grievance shall meet with the immediate supervisor directly involved. The supervisor shall give an oral answer within ten (10) calendar days after such presentation.

Step Two. If the grievance is not settled in Step One and the employee and/or PSEO wish to advance the grievance to Step Two, it shall be referred in writing to the immediate supervisor directly involved within ten (10) calendar days after the supervisor's oral answer to Step One and shall be signed by the PSEO representative and the aggrieved employee when applicable. The written grievance shall contain a complete statement of the fact, the provision or provisions of this Agreement which the City is alleged to have violated, misapplied and/or misinterpreted and the relief requested. Within ten (10) calendar days of the receipt of the written grievance, the City shall schedule a meeting with the aggrieved officers, when applicable, the Shift Commander(s), if applicable, the Captain of Field Operations and the PSEO Representative, when applicable. If no settlement is reached, the Captain of Field Operations shall provide a written answer within ten (10) calendar days following the meeting.

Step Three. If the grievance is not settled in Step Two and the officer and/or the PSEO wish to appeal the grievance to Step Three, it shall be referred in writing to the Chief of Police within ten (10) calendar days after the Captain's answer in Step Two and shall be signed by the PSEO representative and the aggrieved Officer, when applicable. Within ten (10) calendar days of receipt, the Police Chief shall schedule a meeting with the Captain and/or Shift Commander, the officer, and the PSEO representative, when applicable. If no settlement is reached, the Police Chief shall give the City's written decision to the PSEO or the aggrieved officer, when applicable, within ten (10) calendar days following their meeting.

Step Four. If the grievance is not settled in Step Three and the Officer and/or the PSEO wishes to appeal the grievance to Step Four, it shall be referred in writing to the City Manager within ten (10) calendar days from the Chief's decision in Step Three, and shall be signed by the aggrieved officer and the PSEO representative, when applicable. The City Manager shall schedule a meeting within ten (10) calendar days with the aggrieved officer, if applicable, the Police Chief, the Captain and/or Shift Commander, the Personnel Officer and the PSEO representative and/or attorney, when applicable. The City Manager shall render his decision in writing within ten (10) calendar days following the meeting. If the matter is not resolved, then the grievance shall be eligible for consideration at the next step.

SECTION 5.5 ARBITRATION

A. Filing. If the grievance is not settled in accordance with the foregoing procedure, a non-PSEO member or the PSEO may refer the grievance to binding arbitration by forwarding to the City Manager a written notice of intention to proceed to arbitration within ten (10) calendar days after the receipt of the Step Four response. Upon receipt of such notice, the parties shall jointly request the State Labor Relations Board or a similar body to submit a panel of five (5) arbitrators with the appropriate background and experience. Either party may reject one (1) entire panel. Upon receipt of the list of five (5) nominees, the party requesting arbitration shall strike the first name, the other party the second and thereafter the parties shall proceed to alternately strike one

name at a time from the list until only one name remains. The nominee whose name remains shall be the arbitrator who shall resolve the grievance. The arbitrator shall be notified of his selection by a joint letter from the parties requesting that he set a time and a place subject to the reasonable availability of the parties. All arbitration hearings shall be held in the City of Galesburg, Illinois, unless the parties mutually agree otherwise.

B. Arbitrator's Authority. The arbitrator shall act in a judicial not legislative capacity and shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issue submitted and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules having the force and effect of law. The arbitrator shall submit his written decision within thirty (30) calendar days of the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his interpretation of the meaning and/or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

C. Arbitrator's Decision. The decision of the arbitrator may be enforced at the insistence of either party or of the arbitrator in the Circuit Court of Knox County, Illinois. If, in the event the arbitrator violates Section 5.5B, either party may file for judicial review in the Circuit Court of Knox County, Illinois.

D. Arbitration Costs. The fee and expenses for the arbitrator's services shall be borne equally by the parties involved in the arbitration. Each party shall be responsible for compensating its own representatives and witnesses and purchasing its own copy of the written transcript; however, the cost of the arbitrator's copy shall be borne equally by the parties.

E. Compensation. One PSEO representative shall be allowed time off from duty with pay to investigate and process grievances. Such time shall not exceed one hour per step except in the case of extenuating circumstances.

SECTION 5.6 TIME EXTENSION

Extensions of time will be permissible when one of the parties cannot reasonably attend a scheduled meeting.

ARTICLE VI – NO STRIKE AND NO LOCKOUT

SECTION 6.1 NO STRIKE

During the term of this Agreement, neither the PSEO nor its agents or any employee, for any reason will authorize, institute, aid, condone or engage in a work stoppage, strike or any other intentional interference with the work or statutory functions or obligations of the City.

SECTION 6.2 NO LOCKOUT

During the term of this Agreement, neither the City nor its agents for any reason shall authorize, institute, aid or promote any lockout of employees covered by this Agreement.

SECTION 6.3 PSEO RESPONSIBILITY

In the event of a violation of Section 6.1 of this Agreement, the PSEO agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this Agreement, including their responsibility to remain at work during any interruption which may be caused or initiated by others and to encourage employees violating Section 6.1 to return to work.

SECTION 6.4 PENALTY

The City may file charges with the Board of Fire and Police Commissioners to discharge and/or discipline any employee who violates Sections 6.1 or 6.3, and the PSEO will not resort to the grievance procedure on such employee's behalf.

SECTION 6.5 MANAGEMENT RESPONSIBILITY

Nothing contained herein shall preclude the parties from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE VII – HOURS OF WORK AND OVERTIME

SECTION 7.1 NO GUARANTEE

This Article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

SECTION 7.2 NORMAL WORKWEEK/WORKDAY

Except as provided elsewhere in this Agreement, the normal workweek shall consist of forty (40) hours per departmental calendar week and such additional time as may, from time to time, be required. The normal departmental workweek shall consist of five (5) eight-hour (8-hour) workdays in a seven-day (7-day) period. The FLSA work period is currently fourteen (14) days but is subject to change as per the FLSA guidelines.

The Departmental patrol shift schedule is as follows:

First shift 0700-1500, second shift 1500-2300, third shift 2300-0700 with officers assigned to report one hour early for the early or "early car" shift at 0600 first shift, 1400 second shift and 2200 third shift.

Should the City decide to change the Departmental patrol shift schedule set forth above, the City will notify the union at least sixty (60) days in advance of the proposed change and will give it the opportunity, upon request, to bargain about the changes and reasons for them with the City before such changes are implemented. Any impasse in bargaining under this Section shall be resolved in accordance with Section 14 of the Illinois Public Labor Relations Act. This notification and bargaining obligation shall apply only to changes in the Departmental patrol shift schedule, and shall not apply to changes in the shift schedules of individual officers, which are covered by Section 7.3 below.

Notwithstanding the notification and bargaining obligation set forth above, the City retains the right to determine the number of officers assigned to each of the shifts, including the early car shifts.

SECTION 7.3 OVERTIME

Time and one-half the regular rate of pay will be paid for all authorized time worked as verified by the employee's supervisor in excess of forty (40) hours in any one departmental calendar week, or in excess of eight (8) hours in any one day when such time is required to be worked by the City. The City shall compute overtime compensation on base pay, longevity pay and schooling pay. Employees shall have the option to receive pay or bank compensatory hours for all overtime earned within the same pay period. With regard to overtime, each officer shall:

- (1) Be allowed to accumulate a bank up to one hundred sixty (160) hours of compensatory time.
- (2) Be allowed to carry over into the next fiscal year one hundred sixty (160) hours maximum. Payment up to eighty (80) hours may be requested by the employee as of the first pay period in November of each year of this Agreement. All hours in excess of one hundred sixty (160) hours shall be paid in the pay period in which the excess hours were earned.
- (3) Be scheduled time off, as directed, for any hours in lieu of overtime if maximum compensatory hours are accumulated.
- (4) Be allowed to use compensatory hours as per approval of the department or division head or his authorized representative. All hours used shall be in even hourly increments only.

SECTION 7.4 CALLBACK PAY

An employee called back to duty outside his normal duty schedule, and not immediately preceding or following his regular duty schedule, shall be guaranteed a minimum of two (2) hours work at the overtime rate of pay.

SECTION 7.5 STANDBY PAY

Any officer, including a detective scheduled for standby, who is required by assignment or directive of the Chief or his designee to remain, while otherwise not actively on duty, within a specific geographic area for a specified period of time, who is required to respond to a call to report for duty, and who is required to be "fit for duty" pending such a call shall be paid twenty dollars (\$20.00) for each twenty-four hour (24-hour) day that he is assigned to standby under this

provision. The City reserves the right to schedule detectives and other officers for standby and to make changes in the standby schedule. The compensation for standby shall be paid with the wages for the pay period in which the standby pay was earned.

SECTION 7.5A ON CALL PAY

The City will administer “on call” pay as per the provisions of the Fair Labor Standards Act.

SECTION 7.5B CALL-IN/HOLDOVER

An employee required to report early or remain past their normal duty schedule shall be credited for their actual hours worked at the appropriate rate of pay. Such a call-in/holdover shall not constitute a call-back and is not subject to the two (2) hour call-back provision outlined in Section 7.4.

SECTION 7.6 ESSENTIAL OVERTIME

All officers are required to report to or remain on duty as instructed by the Galesburg Police Department.

SECTION 7.7 REST PERIODS

All employees shall receive a fifteen-minute (15-minute) rest period subject to department working conditions during each four-hour (4-hour) period. The rest period shall be granted by the officer’s supervisor as he deems appropriate. During work beyond the normal eight-hour (8- hour) day, officers shall receive their breaks in the same intervals as described above.

SECTION 7.8 MEAL PERIODS

All patrol officers and detectives shall be granted a paid twenty-minute (20-minute) meal period during each eight-hour (8-hour) work shift. Whenever possible, this meal period shall be scheduled at the middle of each shift except where such scheduling would be disruptive.

SECTION 7.9 TIME-TRADING

All patrol officers covered by this Agreement may trade with other patrol officers subject to the following conditions:

- a. The trading of time is done voluntarily by the officers and not at the request of the employer.
- b. The trade is not made for reasons related to the employer’s business operations but is due to the officer’s desire or need to attend to a personal matter.
- c. All trading is subject to the approval of the Chief of Police or his designee.
- d. Time trading shall be limited to sixteen (16) hours per month in increments no less than four (4) hours. No officer shall work more than twelve (12) hours straight for the purposes of time trading.

SECTION 7.10 COURT TIME PAY

An officer required to appear in court in the performance of his official duties, outside his normal duty schedule shall, be compensated in accordance with Sections 7.4 and 7.5B. If the meeting or court appearance exceeds two (2) hours, the officer shall receive overtime compensation (time and one half) for the actual time spent by the officer in excess of that two hour minimum.

SECTION 7.11 NO DUPLICATION

There shall be no duplication in the computation of overtime, including call back pay. Nothing in this Agreement shall be construed to require the payment of overtime or other pay more than once for the same hours worked.

ARTICLE VIII – SAFETY

SECTION 8.1 COMPLIANCE WITH LAWS

The City agrees to comply with all known State and Federal laws applicable to its operations concerning the safety of its employees covered by this Agreement. All such officers shall comply with all safety rules and regulations established by the City.

SECTION 8.2 OFFICER SAFETY

The Galesburg Police Department agrees with the concept of officer safety and in that regard will agree to make every reasonable effort to contribute to the safety of all officers through appropriate training/education in support of normal police operations.

SECTION 8.3 EQUIPMENT MAINTENANCE

The Galesburg Police Department agrees that all equipment under the control of the Galesburg Police Department, including vehicles, shall be maintained so as to comply with known safety requirements as specified by state law for the protection of officers.

The PSEO agrees that all officers must use their assigned equipment in a responsible manner which includes, but is not necessarily limited to, the proper use and operation of all equipment and the prompt, written reporting of any observed maintenance problem or needed repair to the officer's immediate supervisor who shall have the responsibility to determine what action, if any, should be taken.

SECTION 8.4 LABOR-MANAGEMENT MEETINGS

Representatives of the PSEO, not to exceed three (3) in number, and the City shall meet at mutually-agreed-upon times to discuss matters of mutual concern. Each party shall prepare and submit an agenda to the other party one (1) week prior to the scheduled meeting. It is to be clearly understood that these are in fact meetings and not "negotiations". If a written agenda cannot be developed, then no meeting will be held. Disputes concerning Article VIII must go

through the Labor-Management meeting prior to any grievance proceeding.

ARTICLE IX – SENIORITY

SECTION 9.1 DEFINITION

Seniority shall, for the purposes of this Agreement, be defined by an employee's length of continuous departmental service since the date of hire with the department in a position covered by this Agreement.

SECTION 9.2 APPLICATION OF SENIORITY

In the application of seniority for layoffs and recalls, the City will abide by the provisions of the Illinois State Statutes for employees covered by this Agreement. Promotions shall be governed by applicable Board of Fire and Police Commissioners Rules. Seniority with respect to vacation leaves shall be as contained in Article XV. Upon the initial posting/pick of vacations only when time off scheduling and seniority are in conflict, seniority shall prevail insofar as possible and upon approval of the Chief of Police or his authorized representative.

SECTION 9.3 TERMINATION OF SENIORITY

Seniority and the employment relationship may, at the City's discretion, be terminated when an employee (a) quits, (b) retires or is retired, (c) is laid off for a period in excess of applicable Illinois Statute, or (d) is discharged. The parties agree the following reasons, among others, constitute a cause to file for discharge when an employee (1) is absent for three (3) consecutive workdays without notifying the Chief of Police or Shift Supervisor, (2) is laid off and fails to notify the Board of Fire and Police Commissioners of his intention to return within three (3) City business days, exclusive of holidays, after receiving notice of recall or fails to return at the designated time, or (3) does not report to work within forty-eight (48) hours after the termination of an authorized leave of absence. The Chief of Police shall advise the Board of Fire and Police Commissioners in writing of all such personnel transactions.

SECTION 9.4 PROBATIONARY PERIOD – NEW EMPLOYEES

All new officers shall be considered probationary employees until they complete a probationary period of one (1) year. The probationary period is to be used to test further the ability of the employee to perform the required duties of the position successfully. If the employee fails to maintain adequate performance evaluations during this period or otherwise displays any trait or conduct which would not be in the best interests of law enforcement, he may be dismissed.

SECTION 9.5 SENIORITY ROSTER

The City shall maintain a seniority roster noting the date of hire and current classification of each bargaining unit employee. The PSEO shall be provided with a copy of the seniority roster once per year. Any objection to the seniority roster as provided by the City Manager's Office shall be reported in writing to the City Manager's Office within fifteen (15) workdays of the date of

deliverance of the seniority roster.

SECTION 9.6 SAME DAY HIRES

Seniority shall be computed from the date of appointment. In the event of a layoff, if more than one person is hired on the same day, then that person occupying the higher position on the respective appointment list shall have greater seniority.

SECTION 9.7 LAYOFF AND RECALL

The City, at its discretion, shall determine whether layoffs are necessary. Layoffs shall ordinarily be for a lack of work and/or lack of funds. If it is determined that layoffs are necessary, employees will be laid off in the following order: (a) probationary employees in their original probationary period and (b) in the event of further reduction in force, employees covered by this Agreement will be laid off in the inverse order of their departmental seniority as governed by Illinois State Statutes.

Employees who are laid off shall be placed on a recall list as specified in the Illinois State Statutes. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

Employees who are eligible for recall shall be given two (2) weeks' notice of recall unless an extension is granted in writing by the Chief of Police. Notice of recall shall be sent to the employee by certified or registered mail with a copy to the PSEO. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee – it being the obligation and responsibility of the employee to provide the Chief of Police with his latest mailing address.

SECTION 9.8 RESIGNATIONS

In order to resign in good standing, a probationary or permanent employee shall give at least two (2) weeks' notice in writing of his intention to resign. No employee may take time off during the last two (2) weeks of his employment unless approved prior to the notice of intention to resign. The City Manager is given the discretion of waiving the provisions of this notice should unforeseen circumstances warrant.

ARTICLE X – FILLING OF VACANCIES

SECTION 10.1 PERMANENT VACANCY

For the purposes of this Article, a permanent vacancy is created when the City Manager, upon notification by the Chief of Police, determines to increase the work force and to fill a new position or when any of the following personnel transactions take place in the bargaining unit and the City Manager, upon request of the Chief of Police, determines to replace the previous incumbent: resignations, terminations, promotions or demotions.

SECTION 10.2 METHOD OF FILLING VACANCIES

All vacancies covered by this Agreement will be filled as per the current practice of the Board of Fire and Police Commissioners.

ARTICLE XI – EMPLOYEE DISCIPLINE

SECTION 11.1 DISCIPLINARY ACTIONS

The Chief of Police may discipline or file charges to discharge any police officer. Disciplinary actions and personnel actions shall be in accordance with applicable laws including those pertaining to the Board of Fire and Police Commissioners or as otherwise set forth in this Agreement.

SECTION 11.2 CORRECTIVE DISCIPLINE

The City agrees with the tenets of progressive and corrective discipline where appropriate. Once the measure of discipline is determined and imposed, the City shall not increase it for the particular act of misconduct unless new facts or circumstances become known.

SECTION 11.3 DISCIPLINARY MEETING

If an alleged violation falls within the scope of the Board of Fire and Police Commissioners' jurisdiction, all disciplinary meetings shall be conducted as per the current "Uniform Peace Officers' Disciplinary Act" of the State of Illinois. The parties agree that such proceedings and decisions thereof shall not be subject to the grievance procedure. If the alleged violation is outside the Board of Fire and Police Commissioners' jurisdiction, such disputes shall be subject to the grievance procedure. All such decisions rendered by either the City or the Board of Fire and Police Commissioners shall be mutually exclusive.

ARTICLE XII – PERSONNEL FILES

SECTION 12.1 MAINTENANCE

The commander of the Galesburg Police Department's Staff and Services Division shall keep a departmental personnel file for each officer currently appointed to the department. The City Manager's Office shall also retain a "Central File" for each officer currently appointed to the department. Supervisors may also retain a working file for officers currently assigned to their command. This file will contain job-related information which would be beneficial to the supervisory personnel when completing an officer's performance evaluation.

Upon request of the officer, any written warning retained in the central file may be removed after a four-year (4-year) period providing that there has been no recurrence of the conduct which led to that written warning.

As of the effective date of this Agreement, the material maintained in the central file shall be the only material which may be used as the basis of disciplinary action directed toward any officer.

All files referenced above shall be considered and treated as confidential.

SECTION 12.2 INSPECTION

Upon appropriate written request to the City Manager's Office or the commander of the Galesburg Police Department's Staff and Services Division, an employee may inspect either or both of his personnel files (the departmental file and the central file) within seven (7) working days subject to the following: inspection shall occur during normal working hours and at a time and in a manner mutually acceptable to the employee and the City. Employees shall be limited to two (2) such requests per year.

SECTION 12.3 NOTIFICATION

Employees shall be notified when a formal written warning is placed in their personnel file and shall be given a copy of such warning.

SECTION 12.4 REBUTTALS

An officer may file a written rebuttal concerning any non-confidential material in his personnel file.

ARTICLE XIII – EVALUATIONS

All officers shall be entitled to and provided with a periodic evaluation of their job performance. The Chief of Police shall ensure that the evaluations, by the forms utilized and the methods used by the immediate supervisor, remain equitable for all officers so evaluated.

The Officer Performance Evaluations shall be completed annually for each officer on or near that officer's anniversary date with the Galesburg Police Department

The evaluation shall be discussed with the officer and each officer shall be given a copy immediately after completion of the evaluation and shall sign the evaluation as recognition of having read it. An officer may submit a written rebuttal to said evaluation.

ARTICLE XIV – PERSONAL DAYS

Each officer shall receive credit for three (3) paid days off each fiscal year for personal reasons. A personal day must be scheduled with or approved by the officer's immediate supervisor a minimum of one (1) working day before it is used. If an officer arrives on duty and manpower permits, he may take that day as his personal day without prior scheduling; and, in any event, each personal day is subject to scheduling availability. If at the end of the fiscal year an officer has unused personal days to his credit because one or more requests for use of a personal day has been denied in writing by supervision, then he shall be paid for any such credited but unused personal days within thirty (30) days of the close of that fiscal year. Personal day hours are

earned and shall be posted January 1st of each fiscal year.

ARTICLE XV – VACATIONS

SECTION 15.1 VACATION ACCUMULATION

Officers covered by this Agreement shall accrue paid vacation leave up to the maximum accumulation specified herein as of their respective anniversary date. Bi-weekly accrual rates shall be determined by dividing all vacation hours including vacation in lieu of holiday by twenty-six (26). The accumulation (sections a, b, c, and d) includes the extra day's vacation in lieu of holidays as stated in Section 15.3

- a. Zero (0) years through the sixth (6th) year (72 months) of continuous employment, the accrual shall equal one-hundred sixty (160) hours per year, or 6.1538 hours bi-weekly.
- b. Beginning the seventh (7th) year, (73 months) and through the thirteenth (13th) year (156 months) of continuous employment, the accrual shall equal two hundred (200) hours per year or 7.6923 hours bi-weekly.
- c. Beginning the fourteenth (14th) year (157 months) and through the twenty-first (21st) year (252 months) of continuous employment, the accrual shall equal two-hundred forty (240) hours per year or 9.2307 hours bi-weekly.
- d. Beginning the twenty-second (22nd) year (253 months) of continuous employment, the accrual shall equal two-hundred eighty (280) hours per year, or 10.7692 hours bi-weekly.

Vacation shall be taken the year following its accrual except as provided herein or upon written permission of the Chief of Police.

SECTION 15.2 ELIGIBILITY REQUIREMENTS

In order to be eligible for a full vacation under Section 15.1, an officer must have full-time status and have been employed by the City for one (1) year. Employees may not be granted vacation leave if it will result in a negative balance on the books unless approved by the Chief of Police.

SECTION 15.3 VACATION SCHEDULING

Vacation shall be scheduled at times most desired by each officer provided, however, the final right to designate the vacation period is exclusively reserved to the City. One week of annual vacation may be taken in single day multiples. Each officer affected by the vacation time in lieu of holiday provision may take his vacation leave with pay consecutively subject to scheduling availability. Each officer affected by the above provision will receive an extra ten (10) days of vacation in lieu of one (1) paid day off annually for his birthday and for nine (9) paid holidays annually (New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day).

SECTION 15.4 MAXIMUM ACCRUAL

Vacation may be accumulated up to a maximum of 280 hours as of January 1 of the calendar year. During January of each calendar year, the City will perform an administrative review of each officer's accumulated vacation. If that review determines that any officer's accumulated vacation exceeds 280 hours, that accumulated vacation total shall be reduced to 280 hours. Each officer is expected to monitor his accumulated vacation and to request such vacation time as may be needed to reduce his accumulated vacation total to 280 hours prior to January 1.

SECTION 15.5 SEPARATION

Upon termination, each covered employee shall be paid all accumulated hours of earned vacation as determined by the official City records maintained by the Finance Department. Any fractional day of vacation leave accrual existing at termination of an employee shall be rounded to the next full hour.

SECTION 15.6 RETIREMENT, RESIGNATION

Upon retirement or resignation with 20 years or more of service, each covered employee may be paid up to a maximum of two hundred eighty (280) hours of earned vacation as determined by the official City records.

ARTICLE XVI – LEAVES

SECTION 16.1 GENERAL LEAVE OF ABSENCE

Bargaining unit employees shall submit requests for paid or unpaid leave of absence in writing to the Chief of Police for review by the City Manager. The City Manager may grant the request for such leave of absence for good and sufficient reason and shall, at his discretion, set the terms and conditions of the leave, including whether or not the leave is to be paid. The Chief of Police may recommend vacation, injury/workers compensation and/or sick leave with pay.

SECTION 16.2 MILITARY LEAVE

Military leave shall be granted in accordance with applicable law.

SECTION 16.3 JURY DUTY LEAVE

Any officer may be granted a leave of absence with pay if called for jury duty. Since it is not the intention of the City that an officer receive more compensation for jury duty than he would if he were performing his normal duties, an amount equal to the jury duty may be deducted from his City pay. The officer may request in writing that the Finance Department not deduct jury pay and then turn in the jury check to the City when received.

SECTION 16.4 SICK LEAVE

In the event an officer is unable to work by reason of illness, off duty injury or pregnancy, the City may grant paid sick leave to officers with accumulated sick leave available.

- a. Sick Leave Accumulation: Permanent employees covered by this Agreement may accumulate sick leave at the rate of eight (8) working hours per month to a maximum of 1700 working hours.
- b. Eligibility: In order to be eligible for paid sick leave, each officer covered by this Agreement agrees to:
 - (1) Report promptly and daily to the Chief of Police or shift supervisor the reason for his absence unless extended by a physician in writing for specific time of absence prior to returning to work.
 - (2) Use sick leave only for personal sickness, injury or exposure to a contagious disease except for point 3 below and to bear the burden of proof of such sickness if required by the City.
 - (3) May also use sick leave with pay for absences necessitated by illness, injury, death or exposure to contagious disease by a member of his immediate family. The presence of the officer must be actually and immediately required for bona fide serious circumstances or emergencies, as determined by the Chief of Police and absences from duty shall not exceed the period of actual need.

Immediate family is defined as the following relation to the employee or his spouse: spouse, parent, step-parent, sibling, child, step-child, grandparent, and grandchild. The word "spouse" shall include civil partners. If an employee's sick leave hours fall below zero, he is no longer eligible for sick leave pay.
- c. Routine Care: With prior approval and sufficient notice, leave for routine (less than four hours) doctor, dental or other medical appointments shall be charged to the officer's regular and/or accumulated sick leave in one-hour (1-hour) multiples for the period the officer is off work.
- d. Certification: If the City has reasonable grounds to believe sick leave is being abused, it may, at its discretion, require any officer requesting paid sick leave to furnish substantiating evidence or a statement from his attending physician certifying that absence from work was required due to medical reasons. Any officer who is sick for more than three (3) consecutive days may be required to secure and submit a physician's release certifying that he is fit to return to work. This release must be submitted to the Chief of Police before the officer will be permitted to return to work.
- e. Sick Leave Bonus: Officers will be given one (1) day's pay (8 hours) for each consecutive six (6) months' service (January through June and July through December) in which no sick leave was taken.

- f. Sick Leave Payout: All officers covered by this Agreement, upon separation from the City with a minimum of twenty (20) years of continuous service, or electing to retire under the provisions of the City's Police Pension Fund, shall be entitled to receive payment in the amount of 30% of one thousand one hundred twenty (1120) sick leave hours maximum he may have on the official City records in the Finance Department at the time of separation or retirement, to be paid at the actual hourly rate of pay. This applies to retirement and separation with a minimum of twenty (20) years of continuous service, and does not involve separation from City service for any other cause or disability leave.

SECTION 16.5 WORKERS COMPENSATION

5 ILCS 345 is incorporated into and made a part of this Agreement.

All injuries must be reported in writing as soon as possible or within three (3) days by the officer or his supervisor in order to be eligible for injury leave and also the workers compensation benefits as provided by the City. The officer shall be responsible for causing a report by the attending physician to be submitted to the Risk Manager each time that the officer is examined by the attending physician and every thirty (30) days thereafter. The Risk Manager shall provide forms to the officer for this purpose. Because the payments for workers compensation benefits are not earnings subject to Federal or State taxes, and the payments are excludable from earnings for pension fund deductions, the Finance Department may pay for the injury leave in the following manner: (1) Each bi-weekly pay period which occurs during the period of paid injury leave, the officer will receive a check for workers compensation benefits, the amount of which check shall be computed in accordance with the rules and regulations of the Illinois Workers' Compensation Commission. No deductions of any kind shall be made from this payment. (2) In addition, for each bi-weekly pay period of paid injury leave described above, the officer will receive a check in an amount equal to the difference between the officer's regular bi-weekly salary and the amount paid as workers compensation benefits per (1) above. The salary paid per this check shall be subject to all applicable deductions and withholding for various taxes. The withholding of Federal and State taxes and mandatory deductions for pension funds of course take precedence over voluntary deductions such as credit union or union dues., etc.

SECTION 16.6 DISABILITY LEAVE

If an officer becomes disabled as a result of illness, on or off duty injury or pregnancy and is disabled from performing his duty, and if the disability persists for one (1) month or more, the officer may be eligible to receive disability benefits under the police pension fund. Such disability shall be considered disability leave and such officer may be granted a leave of absence from the City's service for the length of disability. If it appears upon verification by at least three (3) competent medical authorities that the officer will be permanently disabled, the officer must apply for a disability pension upon the request of the Chief of Police to the City Manager. Once an officer has been on leave for thirty (30) months or more, his status as a municipal employee will be governed by current Illinois State Statutes. No officer will be allowed to return to work without a written release from the attending physician.

SECTION 16.7 LEAVE OPTIONS

Officers shall have the option of using earned accrued sick leave, workers' compensation leave or disability leave as provided by the police pension fund for leaves under this section, provided that leaves shall not be taken concurrently (only one of the three types may be taken at any one time).

SECTION 16.8 BENEFITS WHILE ON LEAVE

This section addresses seniority, sick leave, vacation and employment credits while an officer is on a paid and unpaid leave of absence. Insurance benefits while on leave of absence are addressed in Section 18.4 and 18.4A.

- (1) Seniority, sick leave, vacation and employment credits shall continue to accrue, in the manner and rate prescribed in this contract when an officer is on sick leave (including pregnancy and off-duty injury); such accrual shall continue until all accumulated sick leave has been expended.
- (2) Seniority, sick leave, vacation and employment credits shall continue to accrue in the manner and rate prescribed in this contract when an officer is on workers compensation leave for a period of not more than one hundred eighty three (183) consecutive days.
- (3) Seniority, sick leave, vacation and employment credits shall continue to accrue, in the manner and the rate prescribed in this contract, when an officer is on disability leave (including but not limited to: pregnancy, on or off-duty injury or illness) for a period of not more than one hundred eighty three (183) consecutive days.
- (4) Seniority, sick leave, vacation and employment credits shall cease to accrue when an officer on workers compensation or disability leave in excess of one hundred eighty three (183) days.
- (5) Seniority, sick leave, vacation and employment credits for an officer granted an unpaid leave of absence shall cease to accrue effective the date an officer begins that unpaid leave of absence.

Unless otherwise stated in this Section, seniority, sick leave, vacation and employment credits will begin to accrue, in the manner prescribed, in this contract upon the termination of the leave of absence and the return to duty of the officer.

Upon the return of an officer on disability leave, including but not limited to pregnancy, on or off-duty injury or illness, the City will place the officer in a position similar to the duty assignment held prior to the effective date of the disability.

SECTION 16.9 FORFEITURE OF BENEFITS

Any officer covered by this Agreement who violates Article VI of this Agreement will automatically forfeit any and all covered benefits that he may enjoy.

ARTICLE XVII – WAGES

SECTION 17.1 GENERAL

Effective January 1, 2018, the pay range and pay steps for the classification of Police Patrol Officer shall be as set forth in the salary schedules attached as Appendix C. Wages shall be adjusted for the term of this Agreement as follows:

January 1, 2019 – An additional 2.5% increase

January 1, 2020 – An additional 2.5% increase

SECTION 17.2 STEPS AND RANGES

The normal beginning rate for a new employee will be the minimum rate in the established range for the class or position as specified in the City's Salary Schedule. However, the City Manager may, in special cases, authorize initial appointment above the minimum. Incremental steps within established salary ranges are to provide a means of recognizing outstanding performance and continued good service. Ordinarily, employees progress from Step A to Step B at the end of one year's service; then annually on the anniversary date thereafter until the last step in the pay range has been reached.

SECTION 17.3 LONGEVITY

Each employee covered by this Agreement, shall have the following amounts added to his base wages:

Upon 5 years' service – increase base pay by 2%

Upon 10 years' service – increase base pay by 4%

Upon 15 years' service – increase base pay by 6%

Upon 20 years' service – increase base pay by 8%

Upon 25 years' service – increase base pay by 10%

Base pay shall be the hourly rate as referenced in the City's Classification and Salary Schedule for which the employee is eligible, excluding any other pay adjustment or compensation provided herein.

SECTION 17.4 CANINE OFFICER

An employee assigned as Canine Officer shall receive three and three-quarter (3.75) hours of additional straight-time pay in each fourteen (14) day pay period, such additional compensation to be used in the calculation of overtime.

SECTION 17.5 SEVERANCE PAY

At the time of the regular retirement from active service under the provisions of the Police Pension Fund or upon separation from the City with a minimum of twenty (20) years of continuous service,

all officers shall be entitled to severance pay equal to two (2) weeks' actual salary. This is a one-time only benefit and credit will not be given for part-time or temporary service. The City will compute severance pay on actual wages rather than base wages.

SECTION 17.6 PAYROLL DEDUCTIONS AND DIRECT DEPOSIT

If the employee so desires, the Finance Department may make certain deductions from his check. Among these are savings and payments to the credit union, United Way contributions and additional withholding tax. All deductions must be requested in writing, dated, and signed by the employee.

Pursuant to the mutual agreement of the parties, the City has implemented a direct payroll deposit program applicable to officers covered by this Agreement.

SECTION 17.7 UNIFORM CLEANING

The City shall provide each officer the equivalent of two hundred fifty dollars' (\$250.00) worth of dry cleaning services during each fiscal year of this Agreement. Such services will be determined by the Purchasing Division, as per past practices.

SECTION 17.8 ACTING PAY

An officer who is assigned by the Chief or his designee to perform, and does in fact perform, the duties of a higher-ranking officer for four (4) or more hours on any duty day shall receive one (1) hour of compensatory time off or pay, computed at straight time.

SECTION 17.9 FTO PAY

An officer who has been certified as a field training officer (FTO) and who is working as an FTO by assignment of the Chief or his designee, shall receive one (1) hour of compensatory time off or pay, computed at straight time, for each eight (8) hours of assigned FTO duty.

ARTICLE XVIII – GROUP BENEFITS

SECTION 18.1 GROUP MEDICAL COVERAGE

For officers covered by this Agreement, group medical coverage is available from a plan selected by the City Manager, currently the State of Illinois Central Management Services (CMS). Four plans, which provide certain basic benefits and comprehensive major medical benefits to age sixty-five (65) will be made available to permanent full-time officers and their dependents and retired employees and their dependents. Plans which provide benefits supplemental to Parts A and B of Medicare are available to the aforementioned persons upon the attainment of age sixty-five (65). These plans of medical coverage available to the officers and their dependents, whether the officer is an active full-time employee or a retired employee, are dictated by the age of the persons involved.

Continuation of medical benefits will be offered at group rates to certain eligible employees and

beneficiaries whose coverage would otherwise have terminated. Former employees and beneficiaries will pay the premium and must notify the City of their intention to continue the coverage within sixty (60) days beginning on the date that coverage would have terminated under the group health plan. Details of these benefits are further explained in the Employee Health Plan summary plan document.

Officers who have been placed on temporary or permanent disability by the Police Pension Fund (including pregnancy or off duty injury leave in excess of one hundred eighty three (183) days) may remain on the City's group medical plan at the officer's cost until age sixty-five (65) except as specified in Section 18.3A.

SECTION 18.2 PERMANENT FULL-TIME EMPLOYEES AND DEPENDENTS

Each plan coverage month begins on the first day of the calendar month. Officers under this contract will be eligible for the group coverage on the first day of the coverage month next following the date that the officer commences to work. If the officer does not enroll all eligible dependents upon the first instance of eligibility for the insurance, dependents may be added at subsequent open enrollment periods. An eligible dependent shall include the insured officer's spouse and unmarried dependent children, as per the current plan provisions.

During the term of this Agreement, employees covered by this Agreement will contribute the monthly amounts specified in Appendix D toward the cost of group health insurance under the City's plan. Also during the term of this Agreement, modifications to plan benefits, including but not limited to changes in coverage, deductibles, co-pays, and out-of-pocket maximum payments, may occur as necessary to maintain plan solvency.

The city will pay the total premium, less employee contribution, for the employee only for Medicare insurance and for the supplement to Medicare insurance when an employee attains age sixty-five (65), but has not yet retired.

SECTION 18.3 HEALTH SAVINGS ACCOUNTS (HSA)

For employees who elect coverage under the "High Deductible Plan" the City will make a contribution of \$750 for single coverage and \$1,500 for family coverage to a Health Savings Account (HSA) for each plan year. Employees who elect coverage under a plan other than the "High Deductible Plan" are not eligible for an HSA and no City contribution will be made.

SECTION 18.4 EMPLOYEES ON NON-DUTY RELATED INJURY DISABILITY LEAVE

Subject to the Employee Health Plan, an employee on non-duty related injury disability leave may remain in the group medical plan, but the employee must pay the full employee premium and the full dependents' premium, if any.

SECTION 18.4A EMPLOYEES ON DUTY RELATED INJURY/DISABILITY

An officer who has been injured/disabled in the line of duty and who has been placed on permanent disability leave shall remain in the group medical plan, and the City will continue to pay the

employee's insurance premium, less employee contribution. Dependent insurance premiums shall be paid in total by the employee (insured/disabled officer).

If the officer on such permanent duty related injury disability takes employment elsewhere and is covered by a group medical plan, including major medical benefits, by that employer, health care coverage by the City of Galesburg shall cease.

SECTION 18.5 RETIRED EMPLOYEES AND DEPENDENTS

Upon retirement or resignation with 20 or more years of service, an officer may retain the same insurance plan he had as a City employee. Unless he exercises his opt-out right under Section 18.6 of this Agreement, the City will bear the cost of the total premium for the employee-only insurance to age sixty-five (65). If an insured person attains the age of sixty-five (65), be it the retired employee or a dependent, then said employee or dependent is eligible for coverage as described in the first paragraph of Section 18.1. Any insured person who attains the age of sixty-five (65), be it the retired employee or a dependent, immediately becomes eligible for the supplement to Medicare insurance and all other insurance is terminated in regard to that person.

SECTION 18.6 OPT-OUT RIGHT

Any employee who is employed and covered by this Agreement as of the date of ratification by both parties shall have the right to opt out of (waive) the City's obligation to pay the cost of retiree health benefits as provided in Section 18.5. In consideration of such a waiver, the employee shall be entitled to the retirement health benefits provided under the Retiree Health Savings Plan ("RHSP") set forth in Article XIX. Such waiver rights shall be exercisable during open enrollment periods established at least annually by the City. Once an employee exercises his right to waive the premium payment obligations of the City under Section 18.5, he shall be covered by the provisions of Article XIX and, while retaining any statutory right that he may have to remain in the group covered by the City health plan, shall no longer be eligible for City-paid health care coverage as provided by Section 18.5. Such opt-out election shall be irrevocable.

SECTION 18.7 PSEO AND MANAGEMENT LIABILITY

The failure of any insurance carrier to provide any benefit for which it has contracted, shall result in no liability to the City, or to the PSEO, nor shall such failure be considered a breach by the City or PSEO of any obligation undertaken under this or any other Agreement.

However, nothing in this Agreement shall be construed to relieve any insurance carrier from any liability it may have to the City, PSEO, employee, or beneficiary of any employee. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits thereunder.

SECTION 18.8 RIGHT OF CONSULTATION

A difference between an employee (or his beneficiary) and the insurance carrier(s) shall not be subject to the grievance procedure provided for in any collective bargaining agreement between the City and the PSEO. The City will, however, designate a representative who will be available for

consultation with claimant employees so that a full explanation may be given with respect to the basis of disposition of claims and so that claimants may be assisted by the City in receiving all the benefits to which they are entitled under the terms and conditions of any contract or policy issued by the carrier.

SECTION 18.9 HEALTH BENEFITS ADVISORY COMMITTEE

One member of PSEO shall be allowed to sit in on all health benefits advisory committee meetings. This will be a non-voting position, however, and said employee will be allowed to give his advice regarding proposed changes in the coverage of City employees. Further, the City shall give proper notice to all members of the committee at least two (2) days prior to said meeting.

SECTION 18.10 LIFE INSURANCE

During the term of this contract, the City of Galesburg shall provide each full-time officer with a paid ten thousand dollar (\$10,000.00) group term life insurance policy while on active duty with the Galesburg Police Department.

The City of Galesburg reserves the right, at its sole discretion, to select the insurance company through which such group term life insurance policy is to be issued, and to change the insurance carrier. In this same regard, the City of Galesburg also reserves the right, at its sole discretion, to provide such group term life insurance benefits through its own self-insurance program.

When the City of Galesburg's group term life insurance benefit is provided through an insurance company, the benefit shall be subject to the provision of the policy between the City of Galesburg and the insurance carrier.

The failure of any insurance carrier to provide any benefit for which it has contracted shall result in no liability to the City of Galesburg or to the PSEO, nor shall such failure be considered a breach by the City of Galesburg or the PSEO of any obligation undertaken pursuant to this or any other Section in this Agreement. However, nothing contained in this Section shall be construed to relieve any insurance carrier from any liability it may have to the City of Galesburg, the PSEO, an officer, or the beneficiary of an officer. The City of Galesburg and the PSEO shall, as necessary, take appropriate steps to require and obtain contract compliance from the insurance carrier.

SECTION 18.11 GROUP DENTAL PLAN

For employees covered by this Agreement, a group dental plan is available from a company selected by the City Manager. A plan which provides certain benefits to age sixty-five (65) is available to permanent full-time employees and their dependents. The City will pay the employee's dental premium.

ARTICLE XIX - RETIREE HEALTH SAVINGS PLAN

SECTION 19.1 ESTABLISHMENT

The City has established a Retiree Health Savings Plan (RHSP) through the ICMA Retirement Corporation ("ICMA-RC"). The City's participation in the RHSP shall be in accordance with the terms and conditions of the RHSP participation agreement.

SECTION 19.2 REGULAR CONTRIBUTIONS: NEW EMPLOYEES AND OPT-OUT EMPLOYEES

Employees who are hired after the date of ratification of this Agreement by both parties ("new employees") and those current employees who elect irrevocably to opt out of (waive) the City's obligation to pay health insurance premiums for them upon retirement, as provided in Section 18.6 ("opt-out employees"), shall be entitled to retiree health insurance by means of their participation in the RHSP but shall not be eligible for City-paid health insurance premiums upon retirement as provided by Section 18.5. For each such new employee and opt-out employee, the City shall contribute on or about the first payroll date in January ("the contribution date") during each year of this Agreement remaining after the date of ratification of the Agreement by both parties, or upon the successful conclusion of an employee's probationary period, if later, \$1,000 plus .25 percent (one-quarter of one percent) of annual salary as of the contribution date to the employee's Retiree Health Savings Plan account maintained by ICMA-RC.

ARTICLE XX – PENSIONS

During the term of this Agreement employees shall continue to participate in the Police Pension Fund in accordance with and subject to the provisions of the Statutes of the State of Illinois now applicable or as they may hereafter be amended.

ARTICLE XXI – RESIDENCY

All employees are required, as a condition of their continued employment with the City, to maintain their principal residences within a radius of twenty (20) miles, by straight-line radius and not as determined by means of a surface streets and roads measurement, from Galesburg City Hall. This residency requirement shall be construed to mean actual "in fact" living and residing within the area described herein. Any person appointed to a permanent City position shall become a resident of the described area within thirty (30) days after the expiration date of such employee's probationary period if the employee is to be continued in the City's service.

ARTICLE XXII – MISCELLANEOUS PROVISIONS

SECTION 22.1 DRIVER'S LICENSE

All police officers, as a condition of appointment, shall be required to possess and maintain a valid Illinois driver's license. The Chief of Police may, to ensure the legal operation of

departmental equipment, require additional driver's license classifications to be obtained and maintained as necessary.

SECTION 22.2 MOTORCYCLE LICENSES

Upon application to and approval by the Police Chief or his designee, bargaining unit members will be allowed to acquire motorcycle licenses on paid duty time, and the City will pay the licensing fees involved. For any officer choosing to receive the benefits of this provision, the City reserves the right, at its expense, to require the officer to receive motorcycle training of the City's choosing.

SECTION 22.3A SERVICE OF NOTICES

Notices hereunder shall be deemed to have been adequately given if served by registered mail or hand-delivered with acknowledgment receipt upon the persons named below at the address indicated unless otherwise notified in writing.

NOTICE TO THE PSEO SHALL BE ADDRESSED TO:

PSEO President
150 South Broad Street
Galesburg, Illinois 61401

NOTICE TO THE CITY SHALL BE ADDRESSED TO:

City Manager
55 West Tompkins Street
Galesburg, Illinois 61401

SECTION 22.3B EMPLOYEE NOTICE TO EMPLOYER

Employees shall notify their supervisor within seventy-two (72) hours, or the next working day, whichever occurs sooner, of any changes in address or telephone number. The supervisor will inform the City Manager's Office in writing immediately of any such transaction in order to update the central personnel records maintained by the City Manager's Office.

SECTION 22.3C PSEO NOTICE TO EMPLOYER

The PSEO agrees to furnish the City with a list of names and positions held and to immediately notify the City of any changes thereto. Such notices shall be delivered in writing to the City Manager's Office following any and all elections.

SECTION 22.4 DEPARTMENTAL RULES

The Chief of Police may adopt, change or modify work rules. Whenever the Chief of Police changes work rules or issues new work rules, the PSEO will be given at least three (3) days' prior notice, absent emergency, before the effective date.

The Chief of Police will provide each officer with a copy of the approved Police Department's

Rules and Regulations. All officers shall agree to follow and adhere to all rules, regulations and general and special orders so long as they are in full force and effect.

Whenever there is a clear conflict between the Departmental Rules and this Agreement, this Agreement shall take precedence.

SECTION 22.5 OUTSIDE EMPLOYMENT

Police officers may not carry on concurrently with City employment any private business, undertaking or employment which affects the time or quality of their work or which casts discredit upon or creates embarrassment for the City government. All outside employment shall be approved by the Chief of Police.

SECTION 22.6 PERSONAL USE OF CITY PROPERTY

The use of City property for personal use is prohibited.

SECTION 22.7 PHYSICALS

It shall be the responsibility of each officer to maintain the standards of physical and mental fitness required for the safe and satisfactory performance of the police mission. If the Chief of Police, upon direct observation, investigation and/or as a result of information submitted to that office by a command officer, supervisory officer or police officer, has reason to believe that the physical or mental condition of any Galesburg police officer may endanger the health or safety of that officer or any other officer or person, the Chief may direct that officer to submit to medical examination by a physician.

The examination may consist of those tests deemed appropriate by the examining physician including the processing of body fluids.

SECTION 22.8 DRUG AND ALCOHOL POLICY

The drug and alcohol policy applicable to bargaining unit members shall be as set forth in Appendix B to this Agreement.

SECTION 22.9 POLITICAL ACTIVITY

No person holding a position in the police department shall use any official authority or influence to coerce the political action of any person or body or to influence any election. Nothing in this section shall be construed to prohibit or prevent any person from:

- a. Becoming or continuing to be a member of a political club or organization.
- b. Attending political meetings.
- c. Enjoying entire freedom from all interference in casting his or her vote.

d. Expressing privately his or her opinion on any political question.

SECTION 22.10 PERSONNEL RULES

The City's Personnel Rules are not applicable to PSEO bargaining unit employees.

SECTION 22.11 TELEPHONE

All Galesburg police officers shall be required to obtain and maintain an operating telephone at their place of residence. Such telephone shall be listed in the officer's name. Officers shall ensure that the Department has a current telephone number listing and shall further ensure that any changes in the number are reported to the Department by notifying the officer's immediate supervisor within three (3) actual work days.

ARTICLE XXIII – SAVINGS CLAUSE

If any provision to this Agreement or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently-enacted legislation by the State of Illinois or the United States of America, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties shall attempt to renegotiate the invalidated provisions.

ARTICLE XXIV – ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in the Agreement.

ARTICLE XXV – AMENDMENTS

This Agreement may be amended only by the mutual written agreement of the parties. Such amendments shall be lettered, dated and signed by the parties and they shall constitute a part of this Agreement.

ARTICLE XXVI – TERMINATION

This Agreement shall be effective as of January 1, 2018 and shall remain in full force and effect until 11:59 p.m. on the thirty-first (31st) day of December, 2020. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations for a period of thirty (30) days after the anniversary date unless otherwise mutually extended.

Executed this 5th day of February, 2018 after ratification by the union membership and after receiving approval by the City Council.

CITY OF GALESBURG

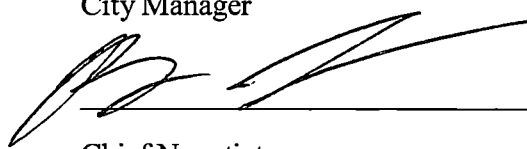
PUBLIC SAFETY EMPLOYEES ORGANIZATION



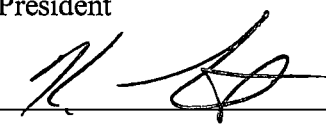
City Manager



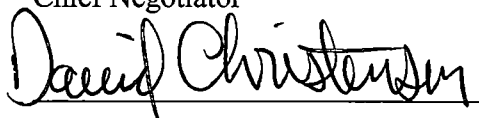
President



Chief Negotiator



Witness



Police Chief



Witness

APPENDIX A – AUTHORIZATION FOR PSEO DUES

I hereby authorize the Finance Department to deduct from my earnings, twice per month, one- half of the regular monthly dues, uniform in dollar amount, in the amount certified by the Financial Officer of the PSEO; and further authorize the remittance of such amounts to said local organization in accordance with the currently effective agreement between the City of Galesburg and the PSEO. This authorization is revocable by a notice in writing by certified mail to the Finance Department with a copy to the PSEO.

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and further and separately relieve the City and department of the City, the PSEO and all other officers, representatives or agents from liability therefore.

Dated: _____

Name: _____

Signature: _____

APPENDIX B – DRUG AND ALCOHOL POLICY

DRUG AND ALCOHOL POLICY

Section B.1. General Policy Regarding Drugs and Alcohol.

The use of illegal drugs and the abuse of alcohol by bargaining unit members present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries, and reduce productivity. In addition, such conduct violates the reasonable expectations of the public that the employees who serve and protect them obey the law and be fit and free from the effects of drug and alcohol abuse. In the interest of employing persons who are fit and capable of performing their jobs, and for the safety and well-being of employees and residents, the City has established a program that will allow the City to take the necessary steps, including drug and/or alcohol testing, to implement a general policy regarding drugs and alcohol.

The City of Galesburg and its Police Department have the responsibility to provide a safe work environment. In addition, they have a paramount interest in protecting the public by ensuring that their employees are physically and emotionally fit to perform their jobs while on duty. For these reasons, the abuse of alcohol substances by bargaining unit members is strictly prohibited on duty and, to the extent that such abuse constitutes conduct unbecoming an officer or adversely affects on-duty behavior or job performance, off duty. Violation of these policies will result in disciplinary action up to and including discharge.

Section B.2. Definitions.

- A. “Drugs” shall mean any controlled substance listed in 720 ILCS 570/100 et seq., known as the Controlled Substances Act, for which the person tested does not submit a valid pre-dated prescription. In addition, it includes “designer drugs” which may not be listed in the Controlled Substances Act but which have adverse effects on perception, judgment, memory or coordination. Among the drugs covered by this policy are the following:

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

- B. The term “drug abuse” includes the use of any controlled substance which has not been legally prescribed and/or dispensed.

Section B.3. Prohibitions.

Police officers shall be prohibited from:

1. Consuming or possessing alcohol or proscribed drugs (drugs proscribed by the Controlled Substances Act) at any time during the work day on any of the City's premises or job sites, including all City buildings, properties, vehicles and the officer's personal vehicle while engaged in City business.
2. Using, selling, purchasing or delivery of any proscribed drug during the work day or when off duty.
3. Being under the influence of alcohol or proscribed drugs during the course of the work day.
4. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Violation of these prohibitions may result in disciplinary action, up to and including discharge.

Section B.4. The Administration of Tests.

The City may require an officer to submit immediately to breathalyzer, blood, and/or urine tests if there is reasonable suspicion for such testing. If an officer is required to undergo such testing based on reasonable suspicion, the City will provide the officer with the basis for such reasonable suspicion in writing at or about the time the test is administered. If the written basis is not provided prior to the actual test, a verbal statement of the basis will be provided prior to administering the test.

The City may use breathalyzer tests as well as urine or blood tests for alcohol testing. For drug/alcohol tests not involving a breathalyzer, the City shall use only licensed clinical laboratories and shall have a supervisor accompany the officer being tested to the testing facility. The testing facility shall be responsible for maintaining the proper chain of custody. The taking of urine samples shall not be witnessed unless there is reasonable suspicion to believe the officer is tampering with the testing procedure. If the first test results in a positive finding, a confirmatory test (GC/MS or a scientifically accurate equivalent) shall be conducted. An initial positive result shall not be submitted to the City unless a confirmatory test result is also positive as to the same sample. Upon request, the City shall provide an officer with a copy of any test results which the City receives with respect to such officer.

A portion of the tested sample shall be retained by the laboratory so that the officer may arrange for another confirmatory test (GC/MS or a scientifically accurate equivalent) to be conducted by a licensed clinical laboratory of the employee's choosing and at the employee's expense. Once the portion of the tested sample leaves the clinical laboratory selected by the employer from the list maintained by the City, the officer shall be

responsible for maintaining the proper chain of custody for said portion of the tested sample.

Within two (2) working days after the test is administered, the officer may request a meeting with the Chief. At any such meeting, the officer may raise issues relating to the testing, including the basis for reasonable suspicion.

The officer shall also have a one-time only option at this meeting to admit to a drug/alcohol problem and to seek assistance from the City's Employee Assistance Program ("EAP"). If the employee invokes this option, the test results shall not be made available to the City.

Except where the officer invokes the time one-time only option to admit to the problem and to seek assistance from the EAP, the results of any positive tests shall be made available to the City. If an officer tests positive for the use of a proscribed drug, the City may take such action as the City in its discretion deems appropriate, up to and including discharge but also including demotion or reassignment. The first time an officer tests positive for substance abuse involving something other than a proscribed drug, and/or if the officer invokes the one-time only option to admit to the problem and to seek assistance from the EAP, the officer shall be required to enter and successfully complete the EAP, during which time the officer may be required to submit to random testing, as determined by and for the duration specified by the EAP counselor, with the understanding that if the employee again tests positive the City may take such action as the City in its discretion deems appropriate, up to and including discharge. The City in any event retains the right to take such action as the City in its discretion deems appropriate if an employee engages in conduct prohibited by Section B.3 of this Appendix, or in conduct that is otherwise subject to discipline and is aggravated by drug or alcohol abuse.

Section B.5. Voluntary Requests for Assistance.

Except where there is imminent danger to the life of an employee or others and except where the officer has invoked the one-time only option to admit to the problem and to seek the assistance provided for in Section B.4, above, the administrator of the City's EAP shall maintain in strict confidentiality the fact that an employee has voluntarily sought assistance from the City's EAP. Seeking confidential assistance from the City's EAP shall not be grounds for disciplinary action; however, the seeking of such confidentiality assistance also shall not insulate an employee from the consequences of engaging in conduct prohibited by Section B.3.

Section B.6. Expungement.

If an officer is ordered to take a drug or alcohol test pursuant to this Policy, and the findings on either the initial or confirmatory test are negative, the test results as well as all records of and references to the test and/or the order to take the test shall be expunged from the officer's personnel records.

APPENDIX C – SALARY SCHEDULE

Personnel Represented by the Public Safety Employees' Organization

Range	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I
19 P	25.34	25.97	26.62	27.28	27.97	28.67	29.38	30.12	30.87

APPENDIX D – HEALTH INSURANCE CONTRIBUTION RATES

BCBS monthly Health Plan rates eff 9/1/18				BCBS monthly Health Plan rates eff 9/1/18				BCBS monthly Health Plan rates eff 9/1/18			
\$1500 HDHP				\$750 Ded PPO plan				\$0 Ded PPO			
Police Union	Emp Pays	City Pays	Total	Police Union	Emp Pays	City Pays	Total	Police Union	Emp Pays	City Pays	Total
Single	\$0.00	\$647.46	\$647.46	Single	\$74.14	\$659.60	\$733.74	Single	\$64.68	\$717.84	\$782.52
Emp + 1 dep	\$100.72	\$1,145.54	\$1,246.26	Emp + 1 dep	\$284.42	\$1,127.12	\$1,411.54	Emp + 1 dep	\$295.12	\$1,210.08	\$1,505.20
Family	\$282.44	\$1,371.26	\$1,653.70	Family	\$451.64	\$1,416.52	\$1,868.16	Family	\$472.32	\$1,516.86	\$1,989.18

