

RESOLUTION NO.: 2018-94

BE IT RESOLVED BY THE CITY COUNCIL of the City of Danville, Illinois, that the attached Collective Bargaining Agreement between the City of Danville and the Policemen's Benevolent and Protective Association Unit #11 is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the same on behalf of the City.

PASSED this 18th day of September, 2018, by 12 Ayes, 0 Nays and 2 Absent.

APPROVED:

By: Scott Eisenhauer  
Mayor

ATTEST

By: Lisa K. Monson  
City Clerk

POSTED  
PUBLICLY SEP 20 2018

AN AGREEMENT

Dated May 1, 2018

BY AND BETWEEN

CITY OF DANVILLE, ILLINOIS

AND

POLICEMEN'S BENEVOLENT

AND PROTECTIVE ASSOCIATION,

UNIT #11, DANVILLE, ILLINOIS

Res.No. 2018-94

Approved: 09/18/18

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BY AND BETWEEN  
CITY OF DANVILLE, ILLINOIS  
AND  
POLICEMEN'S BENEVOLENT AND PROTECTIVE ASSOCIATION, UNIT #11,  
DANVILLE, ILLINOIS

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## **AGREEMENT**

**THIS AGREEMENT** is made and entered into as of May 1, 2018 by and between the City of Danville, Illinois (the "City"), and Policemen's Benevolent and Protective Association, Unit #11, Danville, Illinois (the "Association").

### **WITNESSETH:**

**WHEREAS**, the City has voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its full-time employees who are within the provisions of this Agreement, insofar as such practices and procedures are appropriate to the functions and obligations of the City to retain the right to operate the City effectively in a responsible and efficient manner; and

**WHEREAS**, it is the intent and purpose of the parties to set forth herein their entire agreement covering wages, hours and certain terms and conditions of employment and to provide for the prompt and fair settlement of grievances.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties do mutually covenant and agree as follows:

### **ARTICLE I** **In General**

**Section 1.1. General Definitions.** Unless the context clearly requires otherwise, certain words, terms and phrases used in this Agreement shall have the meanings given them from place to place herein, including as defined above.

**Section 1.2. Certain Words Used Herein.** The words "hereof", "herein", "hereunder", "hereto", and other words of similar import refer to this Agreement as a whole and not solely to the particular portion thereof in which any such word is used. The defined terms used herein include both singular and plural and to cover all genders.

**Section 1.3. References to Articles, Etc.** References to articles, sections, subsections, paragraphs and other subdivisions of this Agreement are to the designated articles, sections, subsections, paragraphs and other subdivisions of this Agreement as originally executed.

**Section 1.4. Headings.** The headings of this Agreement, and the Table of Contents, are for convenience only and shall not define or limit the provisions hereof.

### **ARTICLE II** **Recognition and Representation**

**Section 2.1. Recognition and Appropriate Bargaining Unit.** The City recognizes the Association as the sole and exclusive bargaining agent for all sworn officers of the Danville Police Division below the rank of Sergeant (the "Officers").

**Section 2.2. No Discrimination.** Neither the City nor the Association shall discriminate against any officer because of race, creed, color, national origin, sex, Association activity or any other form of discrimination prohibited by law. Any dispute concerning an allegation of discrimination under this section for which recourse may be sought by an officer through an appropriate federal or state agency shall not be subject to the grievance procedure set forth in this Agreement. Other disputes concerning an allegation of discrimination under this section for which no federal or state agency exists from which an officer may seek recourse may be processed in accordance with the grievance procedure set forth in this Agreement.

### **ARTICLE III**

#### **Checkoff and Fair Share Fees**

**Section 3.1. Checkoff.** Upon receipt of a signed authorization from an officer in the form set forth in Appendix A to this Agreement, the City agrees, for the duration of this Agreement, to deduct uniform monthly Association dues and assessments from such officer's pay. The Association will notify the City in writing of the amount of the uniform dues to be deducted. Deductions shall be made on the second City payday of each month and shall be remitted, together with an itemized statement, to the Treasurer of the Association by the fifteenth day of the month following the month in which the deduction is made. All officers hired after May 1, 1994, shall execute a signed authorization for payroll dues and assessment deduction except as provided in Section 3.2 below. The City shall make such authorized deductions, but shall not be responsible for obtaining the signed authorization form.

**Section 3.2. Indemnification.** The Association shall indemnify the City and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with any provision of this Article.

### **ARTICLE IV**

#### **Management Rights**

It is recognized that the City has and shall continue to retain the sole right and authority to operate and direct the affairs of the City and Police Division in all its various aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement. Among the rights retained by the City are:

- (i) the City's right to determine its mission and policies;
- (ii) to set standards of service offered to the public;
- (iii) to determine the methods, means, organization and number of personnel needed to carry out such mission;
- (iv) to direct the work forces;
- (v) to plan, direct, control and determine the operations or services to be conducted in and by the Police Division or by any employees of the City;
- (vi) to schedule and assign work;
- (vii) to hire and assign or to transfer employees;
- (viii) to establish normal work hours;
- (ix) to establish work and productivity standards (but not quotas);



- (x) to assign overtime;
- (xi) to make and enforce reasonable rules and regulations;
- (xii) to change or eliminate existing methods, equipment or facilities;
- (xiii) to introduce new or improved methods, equipment or facilities;
- (xiv) to contract out for goods and services other than those provided by the Association as of the date of this Agreement;
- (xv) to layoff or relieve employees due to lack of work or funds or for other legitimate reasons;
- (xvi) to promote; and
- (xvii) to discipline, suspend or discharge for just cause.

Provided, however, that the exercise of any of the above rights shall not conflict with any of the provisions of this Agreement or any applicable statute or governmental regulation.

## **ARTICLE V**

### **No Strike and No Lockout**

**Section 5.1. No Strike.** Neither the Association nor any officers will instigate, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage of work, or any other interruption of any Police Division operations. Any or all employees who violate any of the provisions of this section may be disciplined by the City.

**Section 5.2. No Lockout.** The City will not lock out any officers during the term of this Agreement as a result of a labor dispute with the Association.

## **ARTICLE VI**

### **Grievance Procedure**

**Section 6.1. Definition.** A grievance is a dispute or difference of opinion raised by an officer covered by this Agreement against the City involving as to him or her the meaning, interpretation or application of the provision of this Agreement. The Association may file grievances where the dispute affects Association rights, the collective bargaining relationship, or where an individual officer's failure to file a grievance adversely and directly affects the wages, hours, terms and conditions of employment of other officers.

### **Section 6.2. Procedure.**

Step 1: Any officer covered by this Agreement who has a grievance may first submit it in writing to the commander of his or her section, being the Commander of each shift for officers in the Patrol Section and the Deputy Director of Investigations for officers in the Investigation Section, who shall use his or her best efforts to arrive at a satisfactory settlement of the matter and shall give a written answer within three (3) business days after the grievance is so presented.

Step 2: If the grievance is not settled in Step 1 and the officer desires

to further process the grievance to Step 2 of the Grievance Procedure, he or she shall submit it in writing (including all relevant facts and dates, the provisions of this Agreement allegedly violated, and the requested remedy) within five (5) business days after the written response, to the Public Safety Director (hereinafter "the Director") within five (5) business days after the answer in Step 1 and it shall be signed and dated by both the officer and the Association Representative. The Director, or his or her representative, shall discuss the grievance and an Association Representative at a time mutually agreeable to both parties. The Director, or his or her representative, shall respond in writing within five (5) business days following their meeting, and shall return to the grievant the original grievance document with the response attached.

Step 3: If the grievance is not settled in Step 2 and the officer desires to further process the grievance to Step 3 of the Grievance Procedure, he or she shall submit it in writing (including all relevant facts and dates, the provisions of this Agreement allegedly violated, and the requested remedy) to the Mayor, or his or her designated representative, within five (5) business days after the Director's answer in Step 2 and it shall be signed and dated by both the officer and the Association Representative. A meeting between the Mayor, and/or his or her representative, and the officer and Association Representative shall be held at a time mutually agreeable to the parties within fourteen (14) calendar days after receipt of the grievance by the Mayor or his or her designated representative. The Mayor or his or her representative shall give the City's written answer to the officer and the Association within fourteen (14) calendar days following the meeting. A copy of any grievance referred to the Mayor shall be given to the Director and to the City's Human Resources Manager, but failure to provide such copies shall not impair subsequent jurisdiction of an arbitrator.

**Section 6.2.1. Expedited Grievance Processing.** In lieu of Step 1 of Section 6.2, the Association shall have the option of initiating any grievance at the step or level at which the applicable decision originated or arose from, subject to the requirements of Section 6.6. Such option is to be exercised only by mutual agreement and advance notice between the Association and the Director, or the Director's designee in his absence. The intent and purpose of this section is to expedite the process in appropriate cases, for example, if the decision made or mandate issued originated with the Director of the Department, the Association may bypass Step 1 and initiate the grievance at Step 2 with the Director.

**Section 6.3. Arbitration.** If the grievance is not settled in accordance with the foregoing procedure, the Association may refer the grievance to arbitration. Such referral by the



Association must be made within fourteen (14) calendar days after receipt of the City's answer in Step 3. The parties by mutual agreement in writing may submit more than one (1) grievance to the same arbitrator. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of notice or referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators from the State of Illinois. The parties shall equally share the cost of such arbitrator panel request. Either party may reject one (1) entire panel. Both the City and the Association shall have the right to strike three (3) names from the panel. One party shall strike the first name, the other party shall then strike a second name, the first party shall strike a third name, and the other party shall then strike a fourth name, the first party shall strike a fifth name, and the other party shall strike the sixth name and so forth. The remaining person shall be the arbitrator. The order of striking shall be determined by a toss of a coin. The arbitrator shall be notified of such selection by a joint letter from the City and the Association requesting that he or she set a date and time for the hearing, subject to the availability of the City and Association representatives. All arbitration hearings shall be held in Danville, Illinois.

**Section 6.4. Authority of Arbitrator.** The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall have full authority to consider all facts and arguments raised by the parties and related to the grievance, and to make a finding and decision with respect to the specific issue or issues submitted to him or her in writing by the City and the Association. The arbitrator shall have no authority to make a finding on any other issue not so submitted to him or her. The arbitrator shall be without power to make a finding contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his or her finding within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The finding shall be based solely upon his or her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The arbitrator shall have full authority to fashion an appropriate remedy as warranted by the findings as part of his or her decision. The decision of the arbitrator shall be final and binding.

**Section 6.5. Fees and Expenses of Arbitration.** If arbitration is initiated by the Association, the fees and expenses of the arbitrator, if any, and the cost of a written transcript for the arbitrator shall be borne equally by the City and the Association. Each party to the arbitration shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript.

**Section 6.6. Time Limit for Filing.** No grievance shall be entertained or processed unless it is submitted within ten (10) business days after the occurrence of the event giving rise to the grievance or within ten (10) business days after the officer, or the Association in the case of such disputes as may be grieved by the Association, through the use of reasonable diligence, should have obtained knowledge of the occurrence of the event giving rise to the grievance.



If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the Association may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step, or it may elect to await the City's answer, without jeopardizing the right of appeal. The time limit in each Step may be extended by mutual written agreement of the City and Association representatives involved in each Step. The term "business days" as used in the Article shall mean the days Mondays through Fridays inclusively, excluding Saturdays, Sundays and holidays on which the City Building is closed.

**Section 6.7. Right of Employee to Present Grievance Without Association.** Nothing in this Article prevents an Officer covered by this Agreement from presenting a grievance to the City and having the grievance heard and settled without the intervention of the Association, provided, however, that the Association shall be afforded the opportunity to be present at any such conference or meeting between such officer and the City and that any settlement made between such officer and the City shall not be inconsistent with the terms of this Agreement. Should the Association reasonably believe that an inconsistent settlement has been so made, the Association may file a grievance at the same step where the settlement was made.

**Section 6.8. Exclusivity of Grievance Procedure.** Except as otherwise provided for herein, the procedure set forth in this Article shall be the sole and exclusive procedure for resolving any grievance or dispute in Section 6.1 which was or could have been raised by an officer covered by this Agreement or the Association. With respect to disciplinary suspensions and termination or discharge, however, individually officers shall have a right to make an irrevocable election to grieve such disciplinary action in accordance with this Article in lieu of exercising such rights as may otherwise be appropriately available by and through the jurisdiction of the Board of Fire and Police Commissioners of the City of Danville (the "Board") with respect to such disciplinary act. In order to preserve such right to make an irrevocable election to grieve as provided in this section, such individual officer must submit a grievance within the applicable time limits as set forth in Section 6.6 hereof. Grievances involving disciplinary suspensions of more than one (1) day and terminations or discharges shall be initially filed at Step 2 of the grievance procedure as established by Section 6.2. In the event that the grievance is not settled in Step 2, the Association shall have not more than fourteen (14) calendar days after the date of the written response of the Director as provided in Step 2 to make such irrevocable election and proceed to Step 3 of the grievance procedure. In the event that an individual officer fails to submit such grievance within any of the applicable time limits as provided for herein, or fails to exercise his or her right to make an irrevocable election to grieve as provided in this section by executing a written waiver of any right to proceed under the jurisdiction of the Board, any such disciplinary action shall be subject to the exclusive jurisdiction of the Board and shall no longer be subject to the grievance and arbitration procedures and provisions of this Article. Except as to the extent that an individual officer may make an irrevocable election to grieve as provided in this section, nothing contained herein shall be construed to otherwise change, modify or waive the provision of Section 10-2.1-17, Article 10 of the *Illinois Municipal Code* (65 ILCS 5/10-2.1-17) or the Rules of the Board pursuant thereto, and any individual officer who elects to be or otherwise becomes the subject to the exclusive jurisdiction of the Board in accordance with this section shall at all

times be required to comply with and shall have only such rights as may be provided for under such provisions.

## ARTICLE VII

### Seniority

**Section 7.1. Definition of Seniority.** Seniority shall be defined as an officer's cumulative length of service as a sworn police officer in the City of Danville since his or her last date of hire.

**Section 7.2. Probationary Period.** All new officers shall be considered as probationary officers and must successfully complete a probationary period of eighteen (18) months before attaining permanent status. Such probationary period represents a total cumulative service time which may be adjusted upward by the City so as to properly take into account any authorized leaves of absence or other approved breaks in service which exceed fifteen (15) scheduled working days.

Probationary officers may be discharged or terminated during such probationary period without recourse under this Agreement. The foregoing sentence shall not, however, limit or restrict such rights to which probationary officers may otherwise be entitled that are independent of the provisions of this Agreement.

With respect to any shift scheduling pursuant to Section 7.5 of this Article, any sign-up for overtime pursuant to Section 7.6 of this Article, uniformed extra duty pursuant to Section 7.7 of this Article, and assignment posting pursuant to Section 7.8 of this Article, there shall be no seniority among probationary employees until after such time as such probationary officer has successfully completed the field training portion of such probationary period.

Except as otherwise provided for herein, probationary officers shall have all rights and privileges under this Agreement.

**Section 7.3. Termination of Seniority.** Seniority and employment relationship shall be terminated when an officer:

- (i) resigns or quits; or
- (ii) is discharged; or
- (iii) retires; or
- (iv) is absent for three (3) consecutive working days without notifying the Director or command officer; or
- (v) is laid off and fails to report for work within three (3) calendar days after having been recalled; however, in the event the officer notifies the Director before the expiration of three (3) calendar days, the Director may grant an extension of time to report; or
- (vi) does not report for duty within forty-eight (48) hours after the termination of an authorized leave of absence. The time may be extended by the Director.



**Section 7.4. Layoffs and Recalls.** All layoffs and recalls of officers shall be in accordance with the provisions of Section 102.1-18 of Division 2.1, Article 10 of the *Illinois Municipal Code* (65 ILCS 5/10-2.1-18).

**Section 7.5. Shift Scheduling.** All officers covered by this Agreement including, but not limited to, Patrol Officers and Detectives will pick their assigned permanent shifts according to their departmental seniority. Shift selection will be done once a year with the dates to be set by the Director. Shift selections will be made at least thirty (30) days prior to shift change. The Director may make exceptions to the above procedures for officers attending college (other than assigned training) to accommodate the academic schedules of such officers, provided that such accommodation shall not deprive a more senior officer of his or her shift preference.

**Section 7.6. Sign Up for Overtime/Holdovers.**

- (a) There shall be a quarterly sign up in departmental seniority order for overtime work on the individual shifts as provided in Appendix D attached hereto. In the event the City receives at least one (1) hour's notice that an officer will be absent from his or her assigned shift and the City determines that another officer should be called for overtime work, the City shall offer the work on a rotation basis to those who signed up for work on the vacant shift.
- (b) **Holdovers.** If the assignment is not filled under (a) above, the City shall assign the work to the least senior eligible officer able to work a complete eight hour shift from the previous shift. However, officers shall not work more than two shifts in a twenty-four (24) hour period. No officer shall be forced to work overtime more than one shift during his/her workweek because of a holdover, unless no other personnel is available.

An officer who has consented to work shift hireback overtime is not considered part of the regular shift. If a holdover is necessary the least senior regular assigned officer eligible to work a complete eight hour shift will be required to work.

With regards to this section, holdovers take precedent over other previously scheduled other governmental or contractual overtime.

**Section 7.7. Uniformed Extra Duty.** When the City determines that additional officers are needed to be assigned to security work for another governmental unit, those work opportunities shall be offered to those officers who have signed up for such duty in the order of departmental seniority on a rotation basis. An officer cannot accept such opportunity if it occurs during his or her regular work assignment. There shall be a quarterly sign up for such extra duty. If the Assignment is not filled pursuant to the guidelines attached to as Appendix D, the City shall assign the work at its discretion.



The Director or his designee shall have the right to remove an officer from the sign-up list for purposes of assignment to voluntary overtime work for reasons of non-performance or improper conduct.

#### **Section 7.8. Assignment Posting**

- (a) All assignments regularly involving non-patrol functions and/or collateral duties shall be posted and all officers who are interested may apply for such assignment/s. Such assignment/s shall be posted for a period of ten (10) days. The Director shall have sole discretion to assign the officer/s of his choosing, except as provided in subsection (b) below. Officers shall not be removed from an assignment for arbitrary, capricious or discriminatory reasons.
- (b) Assignment Posting (Rotator Positions): One (1) bargaining unit member shall be assigned every two (2) years as a "rotator" to the Criminal/Juvenile Investigation Division, as either a juvenile or adult investigator. Such rotator position shall be for two (2) years. Officers may be removed from such assignment only in the discretion of the Director, but such discretion shall not be arbitrarily or capriciously exercised. Nothing in this subsection shall preclude the assignment of a "rotator" to a core (non-rotator) juvenile and/or investigator assignment at any time. No officer may be assigned consecutive assignments as a rotator, unless no other officer is able to or accepts a rotator position. Rotator slots which become vacant shall be filled within thirty (30) days. Officers appointed to a rotator position shall have completed their probationary period plus one (1) year. The provisions of this subsection (b) shall take effect upon completion of any rotator assignment in effect on May 1, 2003.

### **ARTICLE VIII**

#### **Hours of Employment**

**Section 8.1. Application.** The purpose of 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 8.2. Normal Workday and Workweek.**

- (a) Patrol Officers. For officers assigned to patrol duties, the normal workday shall consist of an eight (8) hour and thirty-five (35) minutes consecutive period of work inclusive of a forty-five (45) minutes meal period, and the normal duty hours shall not exceed one-hundred twenty-eight (128) hours and forty-five (45) minutes over a twenty-two (22) day period. The work schedule for such twenty-two (22) day period shall consist of six (6) consecutive workdays immediately followed by three (3) days off. The normal workweek of such officers shall consist of a fifty-one (51) hour and thirty (30) minute total period of work per week, and shall begin with such officer's first regular shift each week. Each

officer assigned to patrol duties shall be required to complete an additional four (4) hours of work per month in order to maintain the normal duty hours for each 22-day period. The additional hours shall be assigned at the sole discretion of the Director. The additional hours will allow for, but not be limited to, mandated training, special patrols, and supplemental patrols. The Director will make every effort to schedule the additional hours on the last work day of the month prior to the officer's or command's days off. If an officer or command is unable to work his 12-hour day, the Division will hire-back only for an 8-hour period.

- (b) Other Officers. For officers assigned to duties other than patrol, the normal workday shall consist of an eight (8) hour and fifteen (15) minutes consecutive period of work inclusive of a forty-five (45) minutes meal period. The normal workweek for such other officers shall consist of a forty-one (41) hour and fifteen (15) minutes total of work per week, and shall begin with such officer's first regular shift each week.

Section 8.3. Overtime. For all hours worked in excess of the applicable normal workday as set forth in Section 8.2 above, inclusive of meal periods, the City will, except as provided below, pay each officer one and one-half (1 1/2) times his or her straight hourly rate of pay. Overtime pay shall be computed in fifteen (15) minute increments. It is expressly provided, however, that any overtime for court appearances as set forth in Section 8.8 of this Article will be paid in accordance with said section.

Section 8.4. Compensatory Time Option. Officers shall have the option of receiving overtime pay or compensatory time off in accordance with applicable law. Compensatory time will be accrued at the same rate as overtime pay and shall accumulate to the extent provided by applicable law, but shall not exceed a maximum of eighty (80) hours. Requests for compensatory time shall be granted if an officer requests the use of such compensatory time a minimum of seventy-two (72) hours or more in advance of its proposed use. Requests shall be processed in order of receipt. Compensatory time off which has been granted to an officer shall not be cancelled except in cases of extreme emergency. If an officer has more than eighty (80) hours of accumulated compensatory time at the end of the calendar year, the hours in excess of eighty (80) shall be paid at the officer's then base rate of pay.

Section 8.5. Trading Time. The Director or his or her designee may grant the request of two (2) officers to exchange tours of duty or days off, provided they are the same grade or rank, in accordance with the applicable provisions of the Fair Labor Standards Act and the rules and regulations of the Police Division in effect as of the date of this Agreement. It is expressly acknowledged and understood, however, that only one (1) officer shall be paid for any period of work, that being the officer scheduled for duty during any period of time so traded. Notwithstanding the foregoing, the officer who is physically present and actually performs the work shall exercise the option to receive pay or compensatory time, and shall receive any premium pay which is paid.



**Section 8.6. Training.** Each officer may be scheduled for up to eight (8) hours of training per month on the officer's off duty time. During these eight (8) hours, officer will receive compensatory time at one and one-half (1 ½) time. Any training on an officer's off-duty time which exceeds eight (8) hours per month shall be compensated for by overtime at one and one half times (1 ½) the officer's hourly rate. This section is not intended to affect or interfere with any training scheduled during an officer's tour of duty or when an officer is required to attend training in lieu of his or her regular tour of duty.

**Section 8.7. Call-Back.**

- (a) **Shift/Unit Call-Back.** When a shift call-back or call up of a special police unit occurs, officers assigned to that particular shift or unit may be called, regardless of days off. Any officer on vacation when a shift call-back or unit call up occurs shall not be called except in cases of extreme emergency and then only if they are present in the City or are in the area of their residence. In the event a call-back or call up of personnel is necessary, a minimum of four (4) hours of overtime pay as set forth in this Agreement shall be paid to each employee who reports for duty.
- (b) **Individual Officer Call-Back.** When an individual officer is called back, other than pursuant to a shift or special unit call-back or call up as provided in subsection (a) above, such officer shall receive a minimum of two (2) hours of overtime pay as set forth in this Agreement, and time worked in excess of such 2-hour minimum shall be compensated as provided in Section 8.3 above. A call-back of more than two (2) officers with respect to the same incident shall be treated as a shift call-back or special unit call-up under subsection (a) above.
- (c) **Call-Back for Meeting.** Any officer who is called back for attendance at a non-emergency meeting scheduled by the division at a time when he or she is not on duty shall be paid overtime pay as set forth in this Agreement. If the meeting is not an extension of an officer's regular duty day, he or she shall receive a minimum of two (2) hours of overtime pay. If the meeting is an extension of an officer's regular duty day, he or she shall receive a minimum of one (1) hour of overtime pay.

**Section 8.8. Court Time.**

- (a) Officers will be paid a minimum of two (2) hours of straight time for each appearance when appearing in court or while preparing for trial at the request of the State's Attorney or City Attorney in his or her office or such other place so designated on the officer's regular time off. When the officer appears in the morning and is required to return in the afternoon, this will be regarded as two (2) appearances when appearing on the same case. If an officer appears on one (1) case and is required to return for another case and the time difference is more than one (1) hour, this will be regarded as two (2) appearances. Should an appearance or preparation session in the morning or afternoon continue over one hour and twenty minutes duration, time and one-half will be paid for the actual

time spent. This section shall only apply to court time occurring outside an officer's regular duty hours. The duration of each appearance or preparation session shall be measured continuously from the time the officer is first required to be present until the time he/she is released.

If an officer is required to appear in court outside the City of Danville as it relates directly to his or her enforcement duties as a Danville Police Officer, travel time to and from the court location will be included in court time.

Officers who join the Division from another police agency within Vermilion County shall be eligible for court time in criminal cases for those cases which originated from the police agency that they worked.

- (b) Civil Court: To receive court pay for a civil case the following requirements must be met:
1. The officer must have been served a valid subpoena, with witness fee, unless the officer is appearing on behalf of the City.
  2. The officer must submit a copy of the subpoena, the witness fee and court pay request with the actual time spent at court.
  3. An officer's appearance must be associated with actions arising from his or her employment as a police officer.
  4. An officer will not receive court pay where the officer is bringing suit against the City or one of its representatives or employees.
  5. It is not considered a court appearance if officers are appearing at a Board of Fire and Police Commission hearing or Arbitration Hearing because of charges filed against the officer or officers; officers appearing as witnesses for such proceedings shall be eligible for court pay under this paragraph.
  6. An officer receiving compensation from the City, whether during regular duty hours or on off-duty time for his or her appearance at a civil process must submit their witness fee check to the City.

**Section 8.9. No Pyramiding.** In accordance with established practice in effect as of the date of this Agreement, compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

## **ARTICLE IX**

### **Vacations**

**Section 9.1. Vacation Year.** An officer's vacation year shall begin on the anniversary date of his or her appointment as a sworn officer. Any officer with prior service with the City shall have his or her vacation year or time of service determined as follows:



- (a) Prior Civilian Service. Upon appointment as a sworn officer, an officer having one or more years' civilian service in the Police Division or as a full-time employee of the City of Danville shall be entitled to the same vacation as an officer with one year's service. This shall not effect or advance the officer's vacation eligibility in future years.
- (b) Resignation and Reappointment. An officer having resigned from the Police Division and later being reappointed shall have his or her vacation year begin on the anniversary date of reappointment.
- (c) Recovery from Disability. An officer having been on disability and subsequently recovering and returning to duty shall continue to have his or her vacation year based on the date of original appointment. However, vacation days for the vacation year in which the officer returns to active duty shall be pro-rated based on the number of months remaining in the vacation year on the date of the officer's return to active duty. The officer's total number of years of service, excluding time on disability, shall be included in total service to determine vacation eligibility. The first twelve months following the onset of any disability resulting from an injury sustained in the line of duty shall be included in total service to determine vacation eligibility in all circumstances.

**Section 9.2. Vacation Eligibility.** Vacation time shall be earned and shall be calculated as follows:

- (a) For all officers hired prior to July 1, 1985:

**Less than One Year's Service:**

Officer shall be entitled to ten (10) working days' vacation time during the first year of employment. Not more than five (5) working days' vacation time may be taken during the first six (6) months of employment.

**One to Five Years' Service:**

Officers having more than one (1) and less than five (5) years' service shall be entitled to twenty (20) working days' vacation time each year.

**Five to Ten Years' Service:**

Officers having more than five (5) and less than ten (10) years' service shall be entitled to twenty (20) working days' vacation time each year.

**Ten to Twenty Years' Service:**

Officers having more than ten (10) and less than twenty (20) years' service shall be entitled to twenty-five (25) working days' vacation time each year.

**Over Twenty Years' Service:**

Officers having more than twenty (20) years' service shall be entitled to thirty (30) working days' vacation time each year.

- (b) For all officers hired on or after July 1, 1985:

**Start of Second Years' Service:**

Officers shall be entitled to thirteen (13) working days of vacation time after completion of one (1) year's service.

**Start of Third Years' Service:**

Officers shall be entitled to fourteen (14) working days of vacation time after completion of two (2) years' service.

**Start of the Fourth Years' Service:**

Officers shall be entitled to fifteen (15) working days' vacation time after completion of three (3) years' service.

**Five to Ten Years' Service:**

Officers after completion of five (5) years' service and less than ten (10) years' service shall be entitled to twenty (20) working days' vacation time each year.

**Ten to Twenty Years' Service:**

Officers after completion of ten (10) years' service and less than twenty (20) years' service shall be entitled to twenty-five (25) working days' vacation time each year.

**Over Twenty Years' Service:**

Officers after completion of twenty (20) years' service shall be entitled to thirty (30) working days' vacation time each year.

**Section 9.3. Scheduling of Vacations.** Commanding officers will schedule vacation time on a year round basis in the following manner:

- (a) Seniority. Commanding officers will schedule vacation on a seniority basis. A maximum of fifteen (15) working days may be selected until all officers of the shift have selected their vacation period. Those officers requesting additional vacation periods will then be scheduled on a seniority basis for their second and subsequent vacation periods.
- (b) Military Leave. Officers attending Reserve or National Guard training may use vacation time for this purpose. Commanding officers may schedule such officers for vacations coinciding with their training dates without regard to seniority.
- (c) Coordination of Vacation Selection and Anniversary of Hire. With respect to officers hired on or after July 1, 1985, commanding officers shall apply the schedules attached hereto as Appendix E for vacation selection purposes. The parties agree that such schedules have been developed in order to coordinate the officer's vacation year beginning on his or her anniversary date with the practice of calendar-year vacation scheduling.



- (d) Prohibited use of vacation selection. A vacation day can not be used to reserve a day for compensatory time. To this end, once a vacation day has been selected, it can not be changed to a compensatory day.
- (e) Once vacations have been selected an officer can not change their vacation if it creates a hire back even if less than two officers have not selected that day requested.
- (f) Vacated vacation days: Vacation days that become available after being previously selected will be made available to shift personnel on a seniority basis.

The City shall authorize the absence of at least two officers per shift for the purpose of vacation time.

**Section 9.4. Recall.** Officers on vacation are subject to recall, only in the event of natural disaster or extreme emergency. Officers who are so recalled or called out on any day during a scheduled vacation period shall be compensated for a minimum of four (4) hours at the rate of time and one-half and shall be compensated for all time worked in excess of four hours per day at the rate of time and one-half. Vacation time cancelled under this section shall be restored to the officer at a time chosen by the officers after the natural disaster or extreme emergency has ended.

**Section 9.5. Payment in Lieu of Vacation Prohibited; Carryover.** Officers are awarded generous vacation periods due to the daily hardships and prolonged stresses of the law enforcement profession, and it is neither in the best interest of an officer or the Division for him or her to receive payment in lieu of vacation. Any vacation time shall be forfeited without pay if not used by such officer during his or her vacation year, but in exceptional cases, commanding officers may recommend extension of an officer's vacation eligibility from one year to the next. Under no circumstances will salary be paid in lieu of vacation unless such payment is made upon termination of employment, but the foregoing shall not prevent an officer from working overtime, Danville Traffic Enforcement Patrols or extra-duty assignments during vacation periods.

## **ARTICLE X**

### **Leaves of Absence**

#### **Section 10.1. Sick Leave.**

- (a) **Rate of Accumulation.** Sick leave shall be accumulated at the rate of one (1.0) day per month for each month of employment. Unused sick leave may be accumulated as hereinafter provided to a maximum of 180 days; provided, however, that any employee covered by this Agreement who has accumulated more than 180 days as of April 30, 1990 under the previous contract between the parties, shall not lose any such sick leave so accumulated in excess of 180 days merely by virtue of the imposition of the maximum accumulation hereunder.

(b) Use of Sick Leave. Accumulated sick leave may be charged for an illness or an injury incurred as a result of non-occupational duty, either or which renders an officer unable to perform his or her duties. Accumulated sick leave may also be used in the event of an illness or an injury to such officer's spouse or child which requires such officer's presence or in the event of a serious illness or serious injury involving hospitalization, surgery or special treatment to such officer's parent which requires such officer's presence. Sick leave shall be charged only for such portion of the day that the officer would otherwise have been scheduled to work but for such officer's illness, non-occupational injury, or required presence in the event of the appropriate illness or injury to such officer's spouse, child or parent.

(c) Eligibility for Sick Leave.

(1) In order to be eligible to receive sick leave benefits as specified above, an officer returning to duty must present to the Director or his or her designee a certificate from a reputable physician, stating that he or she personally treated said officer for the sickness which kept the officer from duty. The provisions of this section shall not apply to an officer who is absent from duty for four (4) scheduled days or less.

(2) In all cases where an officer is absent for four (4) scheduled days or less, the Director or other persons designated by the Director may investigate said absence and submit a report as to whether the officer is sick and thus unable to perform the duties of his or her employment. If the report is approved by either the Director or his or her designee, then the officer shall be entitled to sick leave in accordance with the provisions of this Article.

(d) Return to Work.

(1) No officer who has been absent on account of sickness for more than four (4) scheduled days shall return to duty without first submitting to his or her commanding officer a certificate signed by a reputable physician stating that the officer is able to perform his or her duties. However, the Director may require an officer to undergo a physical examination by a reputable physician at the City's expense to determine whether he or she is fit to return or continue duties.

(2) Those officers wishing to return to work on a "light duty status" will be required to have their physician provide a report containing:

- (i) the duties the officer can perform;
- (ii) any special restrictions on duties the officer should not perform; and
- (iii) the length of light duty.

"Light duty status", shall not be arbitrarily or unreasonably denied. The



foregoing sentence shall not require the City to create "light duty positions", but officers shall be assigned to such available light duty work as on a fair and equitable basis that is appropriate in the individual circumstances. Such light duty assignments will initially be made available for a period of 90 calendar days, and shall be extended by the City for good cause shown.

- (e) Unused Sick Leave. At the end of each calendar year of this Agreement (January 1 to December 31), each officer shall accumulate (subject to the maximum accumulation of sick leave set forth in sub-section (a) above) all unused sick days, except for any "purchased" sick leave provided under sub-section (f) below. In addition, each officer who has used five (5) or fewer full days of sick leave during such year shall be credited with two and four-tenths (2.4) hours of compensatory time for each full day of unused sick leave which was not "purchased" under sub-section (f) below. The compensatory time credit shall be subject to the maximum accumulation of compensatory time set forth in Section 8.4 above.
- (f) Purchase of Certain Unused Sick Leave. The City shall, at the officer's option, pay to each officer up to twelve (12) days of unused sick leave at such officer's regular rate of pay; provided, however, that no officer who has less than 30 days of accumulated sick leave at the end of such calendar year shall be paid for more than five (5) days of unused sick leave. Such payment shall be made in a separate check within 30 days after the end of such year. If the officer elects not to exercise the option for payment under this section, the unused days shall be treated as provided in 10.1(e) above, or added to the officer's accumulated sick leave, at the officer's option.

**Section 10.2. Maternity Leave.** Maternity leave is defined herein as a leave of absence due to pregnancy and recovery therefrom and shall be treated the same as a non-duty related temporary disability. An officer who requests maternity leave shall be entitled to first use accumulated sick leave and then earned vacation time. Additional maternity leave shall be without pay. Maternity leave shall only be available for such period in which an officer cannot or should not on medical advice perform her duties as a result of such temporary disability.

**Section 10.3. Military Leave.** Any officer with one (1) year or more of service, who is in a Reserve or National Guard unit, when attending annual active duty training or is temporarily activated in a national or domestic emergency, shall have the option of drawing full pay from the City in return for a full day of military pay for each duty day absent due to such leave, or take leave without pay from the City and retain military pay. Any officer who is required to attend a weekend reserve duty may request that his or her scheduled duty days be rescheduled during the same pay period during which the requested weekend falls. Such request must be submitted to the Director at least one (1) month in advance of the requested weekend, and the Director shall respond within one (1) week after the request is received. Such requests for rescheduling shall not arbitrarily be denied. Other than as provided immediately above, bargaining unit members shall be entitled to take military leave as provided for, and as required by, federal and/or state law.

**Section 10.4. Funeral Leave.** In the event of a death in the immediately family of an officer, he or she shall receive a maximum of three (3) working days off. The immediate family shall be considered the husband, wife, son, daughter, step-son, step-daughter, father, mother, step-mother, step-father, brother, sister, grandmother or grandfather of the officer or officer's spouse.

In the event of a death of an officer's extended family, he or she shall receive a maximum of two (2) working days off. The extended family shall be considered the brother-in-law, sister-in-law, step-brother, step-sister, step-grandfather, step-grandmother, grandchildren, aunt or uncle of the officer or officer's spouse.

As used in this section, any such listed relative shall include those related by remarriage as well as by blood.

An additional two (2) working days may be granted by the Director for good cause shown where the officer must travel out of state to attend the funeral. Time paid for funeral leave shall not be considered as hours worked for overtime purposes. Officers may be required to present written verification of death.

**Section 10.5. Association Release Time.** When notified by the Association, the City shall grant Association representatives release time (working time without loss of pay) for investigating and processing grievances and for contract negotiations, subject to the following rules:

- (a) Grievances. Not more than one (1) hour of release time for investigating a grievance shall be allowed the Association without the consent of the City, which consent shall not be denied arbitrarily or capriciously. One Association representative shall be released for grievance meeting with the City, and requests to release additional Association representatives for such grievance meeting may be denied by the City but shall not be denied arbitrarily or capriciously.
- (b) Contract Negotiations. Two Association representatives per shift shall be released for contract negotiations meetings with the City. In the event that such meetings occur at a time other than during the shift of an Association representative, then such representative shall be given release time as follows:
  - (i) First shift Association representatives shall receive no additional release time;
  - (ii) Two (2) second shift Association representatives shall receive two (2) hours release time (up to 8 hours and 35 minutes) from the shift which starts on the day of such contract negotiations meeting, for each full hour of such meeting not occurring during the second shift; and,
  - (iii) Two (2) third shift Association representatives from the shift immediately preceding the applicable bargaining session, as well as two (2) third shift Association representatives immediately following the applicable bargaining session, shall be allowed release time from



their respective shifts. For each hour of attendance at Association caucus or bargaining session, each representative shall be allowed three (3) hours of release time from his shift. For purposes of scheduling release time from the shift preceding a negotiations meeting, the parties will assume that the negotiations will last a minimum of three (3) hours.

- (iv) Release time earned under (ii) and/or (iii) above may be utilized in any other manner mutually agreed to by the parties at the time of negotiations.

Requests to release additional Association representatives from a shift for such contract negotiations meeting may be denied by the City but shall not be denied arbitrarily or capriciously.

- (c) Release Subject to Duty Action. Notwithstanding the foregoing provisions of this Section to the contrary, nothing contained herein shall interfere with situations requiring immediate police duty action by officers on release time.

**Section 10.6. Association Leave.** Officers who have been selected, delegated or appointed by the Association to attend the annual convention of the Policemen's Benevolent and Protective Association shall be granted a leave of absence without pay for such purpose. At least five (5) officers shall be granted such association leave and any request for such association leave shall be submitted in writing by the Association to the Commanding Officer of each respectively affected officer at least fourteen (14) calendar days in advance of such association leave. Any such officer so selected, delegated or appointed may elect to use accumulated vacation or compensatory time in lieu of an unpaid leave of absence, but in no event shall any such officer lose seniority credit for any such use of association leave.

**Section 10.7. Unpaid Leave of Absence.** Upon written request by any employee for an unpaid leave of absence, the City, in the sole discretion of the Director, may grant to such officer an unpaid leave of absence from the Police Division for a period of not more than six (6) months. Such leave may be extended from time to time for additional periods of not more than six (6) months in the sole discretion of the Director. When an employee (other than a rotator) returns from any leave of absence granted under this Section, the employee shall return to the same shift and division in which he or she was incumbent prior to the commencement of such leave, seniority permitting, or in the event of reassignment to a new position during such leave, the employee shall return to work in the new position. During such unpaid leave of absence, the officer on leave shall retain and continue to accumulate seniority and service continuity, but such officer shall not accrue vacation, sick leave, or compensatory time.

## **ARTICLE XI**

### **Wages and Benefits**

**Section 11.1. Salaries. Base Salaries.** The annual base salaries to be paid for the term of this Agreement are set forth in Appendix B attached hereto and made a part hereof.

**Section 11.2. Longevity Pay.** Longevity pay shall consist of the following amounts:

Two (2) percent of base pay from the beginning of the fifth year through the end of the ninth year of service in the Police Department.

Five (5) percent of base pay from the beginning of the tenth year through the end of the fourteenth year of service in the Police Department.

Eleven (11) percent of base pay from the beginning of the fifteenth year through the end of the seventeenth year of service in the Police Department.

Thirteen (13) percent of base pay from the beginning of the eighteenth year through the end of the nineteenth year of service in the Police Department.

Fifteen (15) percent of base pay from the beginning of the twentieth year through the end of the twenty-fifth year of service in the Police Department.

Sixteen (16) percent of base pay from the beginning of the twenty-sixth year through the end of service in the Police Department.

**Section 11.3. Temporary Upgrade Pay.** When an officer is assigned to perform the duties of a rank above the rank he or she normally holds, the officer shall be paid at that rate, including his or her agreed longevity rate for that rank while so acting, if the officer works in that rank at least three (3) days, providing the vacancy has not occurred because of vacation time or because of leave time of less than fifteen (15) working days. Under such circumstances the officer shall be paid retroactively to the first day worked.

**Section 11.4. Insurance.**

- (a) **Group Insurance.** The City will provide one or more plans of group health insurance (including managed care plans) for all employees. During the period of May 1, 2018 through April 30, 2019, the employee will pay 11% of the total premium cost for the employee's selected coverage. During the period of May 1, 2019 through April 30, 2021, the employee will pay 12% of the total premium cost for the employee's selected coverage.
- (b) **Right to Select Carriers.** The insurance benefits provided for herein shall be provided under a group insurance policy or policies, or through a self-insured or managed-care plan selected by the City. Effective as of May 14, 2014 (the date of issuance of Interest Arbitrator Matthew Finkin's Award in ILRB Case No. S-MA-12-330), the City will provide employees with the option to elect health care coverage for themselves and their dependents in either a City-provided: Preferred Provider Organization ("PPO") Plan; Health Maintenance Organization ("HMO") Plan; or Point of Service ("POS") Plan. The Summary Plan Descriptions for the PPO, HMO, and POS Plan options are attached to this Agreement as "Exhibits G.1 thru G.3" respectively. The City shall notify and consult with the Union before changing insurance carriers, self-insuring,



implementing a managed-care plan or changing policies. In connection with such consultation, the City shall provide the Union with a written summary of all proposed changes. Notwithstanding any such changes, the level of benefits as provided for herein shall remain substantially similar.

- (c) Upon request by the Union, the City shall provide the Union with a complete copy of the current policy or policies, managed-care or self-insured plan for such insurance benefits.

#### **Section 11.5. Holidays.**

- (a) Holidays Observed. The following holidays shall be observed:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Eve Day
Fourth of July	Christmas Day

- (b) Scheduled Work on Holidays. From and after May 1, 2003, any officer who works on a holiday shall be paid on the basis of straight time for hours worked and shall be awarded, in addition to such pay, one (1) hour of compensatory time for each hour worked on such holiday. The parties understand and agree that the former benefits of double time for scheduled work on holidays and compensatory time for days off on holidays provided under prior contracts have been abolished, and the agreed value thereof has been added to the officers' salaries under Section 11.1 above. An officer scheduled to work a holiday who uses a sick day, is not eligible for the compensatory time award and sick leave will be deducted.
- (c) Compensatory time for overtime hours or holidays. An officer will be eligible for 1 hour of compensatory time for each hour of extra work on holidays for mandatory holdover shift assignment.
- (d) Officers who are on vacation when a holiday occurs shall receive eight (8) hours of compensatory time for the holiday.

#### **Section 11.6. Clothing Allowance.**

- (a) Patrol Officers. The City shall furnish all uniforms, insignia and equipment other than sidearms to Probationary Police Officers when they join the Police Division, in accordance with the list of such items set forth on Appendix C attached hereto and incorporated by reference herein. Thereafter each officer shall be granted an annual allowance for the replacement of unserviceable uniforms, insignia and equipment based on one-third (1/3) of the total cost to equip a recruit upon hiring each year. Such allowance shall be cumulative from year to year, with a maximum accumulation of the total cost to equip a recruit upon hiring during such year, as determined by the Division each year ("the Annual Allowance"). The City shall furnish to the Association a yearly itemized

statement of the cost to outfit a recruit at initial issue.

Notwithstanding any other provision of this subsection (a) to the contrary, no officer may use more than the amount of the Annual Allowance from his or her cumulative allowance hereunder in any year of this Agreement, except that in the event an officer desires to purchase a protective vest during such year, he or she may do so, and the cost thereof shall be amortized against this annual limit on the basis of 20% of the cost each year for a period of five (5) years. No such vest may be replaced out of the officer's allowance until the entire cost of such vest has been recovered.

Any uniform and equipment listed on Appendix C which is damaged in the line of duty shall be repaired or replaced at the City's expense with an item of equal or better quality and serviceability, without charge to the officer's annual or maximum allowance.

- (b) Plain Clothes Allowance. Plain clothes officers under this Agreement shall receive an annual allowance of Six Hundred Dollars (\$600.00) (effective 5/1/10, \$650.00; effective 5/1/11, \$700.00) for each year of this Agreement, for the purchase of coats, trousers, shirts, ties and shoes. Such allowance shall not accumulate from year to year, and shall be prorated for any part of a year. The normal maintenance of the clothing of a plain clothes officer in a satisfactory manner shall be the responsibility of the individual plain clothes officer.

A patrol officer who is assigned to full-time plain clothes duty as a rotator shall have the right to utilize \$600.00 (effective 5/1/10, \$650.00; effective 5/1/11, \$700.00), of his or her available accumulated clothing allowance under subsection (b) above for the purchase of plain clothes items for the year in which the assignment occurs. Such officer shall not receive the plain clothes officer's allowance provided under this subsection, but on May 1 succeeding such assignment, the rotator shall have credited to his/her accumulated clothing allowance under subsection (a) the amount of such year's plain clothes allowance.

In the event a plain clothes officer's suit is damaged in the line of duty and the clothing cannot be repaired or the damaged part matched, the entire suit will be replaced at the City's expense.

#### **Section 11.7. Eyeglass and Watch Replacement or Repair.**

- (a) Eyeglasses. If, in the line of duty, eyeglasses or contact lenses are damaged, destroyed, or lost, the City will pay for replacement or repair based upon the last verifiable prescription.
- (b) Watches. If, in the line of duty, an officer's watch is damaged or destroyed, replacement or repair will be paid by the City to a maximum of Eighty-five Dollars (\$85.00).



- (c) Certain Personal Property. If, in the line of duty, any of the following items of an officer's personal property are damaged or destroyed, replacement or repairs will be paid out of the officer's then current balance, if any, of his/her allowance under Section 11.6(a), subject to the following maximum amounts:
  - (i) cellular phone, \$100.00.
- (d) Reporting. All claims for payment, reimbursement or allowance will be submitted to the designated officer on the proper request form.

**Section 11.8. Dental Injury.** If, in the line of duty, an officer sustains injury to any dental work, including but not limited to, permanent teeth, dentures, plates or fillings, the City shall incur the expense to repair or replace such dental work to its original condition before its damage. Such work shall be conducted at the officer's regular attending dentist. The City has the right to contact the dentist for examination of dental records of review of repairs to be done.

**Section 11.9. Injury in the Line of Duty.** Whenever an officer suffers any injury in the line of duty which causes such officer to be unable to perform his or her duties, such officer shall, in accordance with the terms and conditions specified in "an Act to provide for the continuation of compensation for law enforcement officers, correctional officers and firemen who suffer disabling injury in the line of duty" of the State of Illinois, (5 ILCS 345/1), to be paid by the City during the term that such officer is unable to perform his or her duties due to the result of the injury, but not longer than one (1) year in relation to the same injury. During the period when any such officer is so unable to perform his or her duties due to the result of the injury under this section, and is so paid by the City during such period not longer than one (1) year, there shall be no deduction from such officer's sick leave accumulations, earned vacation time, or compensatory time, if any, and additional sick leave shall be accumulated and additional vacation time shall be earned by any officer during the period of any such absence that is no longer than one (1) year. It is expressly provided, however, that no additional sick leave shall be accumulated and no additional vacation time shall be earned by any officer during the period of any such absence that exceeds one (1) year. Any officer who has been so absent as provided in this section who thereafter returns to duty shall be credited with seniority for the entire period of any such absence regardless of the duration thereof.

**Section 11.10. Termination Pay.** The City agrees to compensate officers upon retirement for all accrued vacation time and one-third (1/3) of accrued sick leave not to exceed sixty (60) sick leave days. Such compensation shall be paid to such officer in a lump sum within thirty (30) days of retirement. In the event such retired officer elects to continue his/her single or family coverage in the group medical insurance plan of the City after retirement, and in addition to the termination pay described above, the City shall pay the first three (3) monthly premium contributions (including family premium if applicable) which would otherwise be payable by the officer, with respect to such plan. No additional benefits shall be earned or accrued by any such officer after the date of his or her retirement.

**Section 11.11. Payday.** Payday shall be every other Friday. In accordance with the practice of the parties as of the date of this Agreement, the payment of the applicable annual base salary as set forth in Appendix B to Patrol Officers whose work schedule consists of twenty-two (22) day period as provided in Section 8.2(a) of this Agreement shall be made in twenty-six (26) equal installments on such paydays as provided for by this section, provided, however, that such officer is entitled to such payment under the terms of this Agreement for the applicable pay period.

**Section 11.12. FTO Pay.** Officers who are designated as Field Training Officers ("FTO's") shall receive, in addition to all other pay to which they are entitled, compensation in an amount equal to seventy-five (\$75) dollars per day for each day that they are performing the functions of an FTO by training new officers. Such additional compensation shall not be added to the base salary of the officer.

**Section 11.13. Canine Officers.** The parties' Memorandum of Understanding reached on March 23, 2004, regarding the Division's Canine Officer's shall be attached to this Agreement and be given full effect as if fully incorporated and set forth herein.

**Section 11.14. Recovery of Pre-Employment Expenses.** In the event any sworn police officer employee voluntarily resigns from the Danville Police Division before thirty (30) months from the date of hire have elapsed, and, not more than twelve (12) months from date of resignation, he or she accepts employment as a sworn police officer or its equivalent position in any jurisdiction, the employee shall reimburse the City of Danville for any and all costs incurred for (a) medical, psychiatric, drug-screening, and other employment-related examinations; (b) uniforms and equipment issued by the City and not returned in good condition; and (c) Police Training Institute (or equivalent) tuition. In the event such employee fails or refuses to pay such reimbursement within ten (10) days after written demand has been made by the City, the City shall have the right and remedy to file suit to recover the amount thereof together with reasonable attorney's fees and costs of litigation.

## **ARTICLE XII**

### **Alcohol and Drug Testing**

**Section 12.1. Drug, Alcohol and Other Tests.** The City shall have the right to order officers to submit to drug, alcohol or similar physiological tests under circumstances where the City has probable cause to believe that the officer is then under the influence of alcohol or drugs. In addition, when an officer has used a firearm in the line of duty and has caused death or injury to another person, the officer shall be required to submit to drug, alcohol or similar physiological tests, upon the written order of the Director or his designee, where the circumstances are such as to constitute reasonable independent grounds for a belief that such officer may have been under the influence of alcohol or drugs, provided that the officer to be tested shall be entitled to the procedure and prior explanation set forth in Section 12.2. Testing conducted in violation of such procedures shall be null and void and the results shall be inadmissible in any disciplinary action against the officer. No testing under this section shall be conducted more than two hours after the use of the firearm, not counting the time under Section 12.2 actually used for consultation with counsel and/or an Association representative.



**Section 12.2. Basis for Order.** The City will provide the officer with a written explanation of the basis for the order to submit to such tests at the time the order is given. Officers shall have the right to be represented by counsel and/or an Association representative during all meetings with the City concerning such tests, provided, however, that any such officer shall have no more than one (1) hour to seek such advice from counsel and/or an Association representative prior to submitting to such tests in order that such right does not interfere with the City's ability to obtain accurate results in the case of such testing.

**Section 12.3. Rights and Obligations of Officer.** Officers ordered by the City to submit to tests permitted by this Article shall promptly comply with the order, whether or not such officer agrees that probable cause for the order exists. Refusal to submit to such tests as authorized by this Article shall constitute just cause for discipline. Officers who submit to such testing shall not be deemed to have waived any right the officer may have to contest any aspect of the testing, the order, or the results or consequences of the testing as provided by law or this Agreement.

**Section 12.4. Discipline for Positive Test Results.** The City and the Association agree that positive test results when an officer has been required to take a test are viewed as serious violations of departmental rules and will be punished by suspension or discharge. The City agrees, however, to make reasonable accommodation to aid in the rehabilitation of officers found to suffer from alcohol and drug abuse, and any suspension and/or discharge shall be suspended or waived pending the successful completion of rehabilitation in appropriate cases. As used herein, reasonable accommodation shall mean that officers who are then unfit for duty in their current assignment may be reassigned to appropriate duties and, if not so reassigned, such officers shall be permitted to use accumulated leave or to take an unpaid leave of absence, during a reasonable period of rehabilitation. Positive test results constitute conclusive evidence that the officer in question is then unfit for duty. Any determination of fitness for duty after such tests shall be made on a case-by-case basis.

**Section 12.5. Voluntary Requests for Assistance.** The City agrees that officers who voluntarily request assistance and seek treatment, counseling or other appropriate support for an alcohol or drug-related problem shall not be subject to any discipline and that the City will make such reasonable accommodation as is defined in Section 12.4 above. Any such voluntary request for assistance shall be kept confidential.

**Section 12.6. Amendments to Article.** The parties have agreed that this Article shall be amended to include, inter alia, a random drug/alcohol testing component. Upon reaching a mutually satisfactory provision to memorialize said agreement, such amended provision shall be attached to this Agreement and be given full effect as if fully incorporated and set forth herein. In the event that any term or component of the amended provision shall conflict with one or more of the terms of this existing Article XII, the terms of the amended provision shall supersede and be given full effect, and the conflicting provision of this existing Article XII shall be deemed null and void.



## **ARTICLE XIII**

### **Miscellaneous Provisions**

**Section 13.1. Personnel Folders.** Every Officer shall be allowed to examine the contents of all his or her personnel folders with the exception of records relating to the investigation of a possible criminal offense or letters of reference. Every officer shall be promptly notified in the event that any adverse written material or document is added to his or her personnel folder. Any officer may affix a rebuttal statement to any such adverse material. The City shall maintain the personnel records of all officers. The City shall notify an affected officer, as soon as reasonably practicable, of any request received from outside of the Police Division to review or obtain the officer's records. In any event, no officer's records shall be released to anyone outside the Division before the officer receives actual notice, unless the City is compelled to produce same by subpoena or Court order.

**Section 13.2. Rules and Regulations.** Division Rules and Regulations shall be uniformly administered as reasonably as possible. The City will provide each officer with a handbook containing the rules and regulations of the Police Division. A copy of these rules and regulations will be maintained at the Public Safety Building.

**Section 13.3. Safety.** In accordance with applicable laws, regulations and generally accepted safety requirements, the City agrees to make reasonable provisions for the safety of officers during working hours and the performance of duties. The Association and its officers shall fully cooperate with the City in maintaining, and shall likewise comply with, all laws, regulations, generally accepted safety requirements and reasonable administrative policies of the City relative to safety. The City further agrees that all City equipment, including motor vehicles, will be reasonably maintained by the City in accordance with applicable laws, regulations and generally accepted safety requirements. An officer shall use due and reasonable care in the operation of City motor vehicles and the use of any other City equipment. Any officer operating a City motor vehicle or using any other City equipment shall immediately report any known or discovered defect in said vehicle or equipment, or the absence of any part to said vehicle or equipment, to the shift commander.

**Section 13.4. Orientation.** The Employer shall provide an opportunity during the division orientation for an Association official to discuss the Association with the new officer.

**Section 13.5. Right to Association Representative.** Any officer who is the subject of an investigation shall have the right to the presence of an Association representative during such investigation. Unless this requirement is waived by any such officer, such Association representative shall be present during any investigatory meeting convened by the City that may lead to discipline of such officer. Such Association representative shall act as a witness and an advisor to such officer but shall not function as an advocate for such officer. Such right as is provided in this section shall not apply to any other officer charged with violating any provisions of any federal, state or local criminal law or to any proceeding before the Board of Fire and Police Commissioners. Any admissions or confessions obtained during the course of any investigatory meeting not conducted in accordance with this section may not be used in any subsequent disciplinary proceeding against such officer. In the event that any issue is to be raised as to the use of any admissions or confessions obtained during the course of an

investigatory meeting not conducted in accordance with this section in any subsequent disciplinary proceeding against such officer, such issue may only be raised and decided in and by the appropriate forum having jurisdiction over such disciplinary action as provided by Section 6.8 of this Agreement.

**Section 13.6. Physical Examination.**

- (a) The City will provide each officer with a complete annual physical examination, including without limitation HIV and Hepatitis tests, conducted by a competent physician and with all costs to be paid by the City.
- (b) The City will pay for medical examinations incurred as a result of an officer being exposed to HIV or Hepatitis while in the line of duty. Such medical examinations shall also be extended to a member's family if such is related to the officer's exposure.

**Section 13.7. Police Action on Time Off.** Since all police officers are presumed to be subject to duty twenty-four (24) hours per day, action taken by an officer on his or her time off which would have been taken by an officer on active duty if present or available, shall entitle the officer to all rights and benefits concerning such action as if he or she were then on active duty, providing such actions are in conformance with applicable law.

**Section 13.8. Off-Duty Employment and Extra Duty.** All requests for off-duty employment of officers shall be referred to the Director.

**Section 13.9. Civil Suits Against Officers.** In the event of any civil suit arising from the performance of police duties, the City shall provide an attorney to represent the officer with the costs to be borne by the City, providing that the officer's actions were in conformance with applicable Federal and state laws, city ordinances and departmental regulations.

**Section 13.10. City Code.** An updated copy of the Danville City Code will be maintained at the Public Safety Building and accessible to all officers. The City will provide each officer with a copy of all amendments to the Danville City Code which affect their duties as police officers as soon as such amendments become effective.

**Section 13.11. Residency Requirements.** All bargaining unit members hired: (a) prior to January 1, 2008, and (b) on or after May 14, 2014 (the date of issuance of Interest Arbitrator Matthew Finkin's Award in ILRB Case No. S-MA-12-330), shall be required to reside within a five-mile radius of the corporate boundaries of the City of Danville and within the State of Illinois. Any bargaining unit member who was hired: (a) on or after January 1, 2008, but (b) prior to May 14, 2014, shall be exempt from City residency requirements.

**Section 13.12 Discipline.** Disciplinary actions or measures, subject to the Rules of the Board of Fire and Police Commissioners of the City of Danville, may only be imposed upon an officer for just cause. In the case of remedial offenses, the City agrees with the tenets



of progressive and corrective discipline where appropriate. With respect to disciplinary suspensions and terminations or discharges where individual officers have a right to irrevocably elect to grieve such disciplinary action under Section 6.8 hereof, the City shall provide the Association, but only in the event so authorized by the individually affected officer, with such information as may be available to the City in order that the Association may sufficiently evaluate the merits of any such grievance. The amount of discipline that may be imposed and the amount of pay that may be affected by the City in any such disciplinary action prior to a final resolution of the matter pursuant to Section 6.8 hereof shall be limited to that which may be authorized by the provisions of Section 10-2.1-17, Article 10 of the *Illinois Municipal Code* (65 ILCS 5/10-2.1-17) and the Rules of the Board.

#### **ARTICLE XIV** **Effect of Agreement**

**Section 14.1. Waiver.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement. This Agreement may only be amended during its term by the mutual consent of the parties by a written amendment hereto which is executed by both parties.

**Section 14.2. Entire Agreement.** The terms and conditions set forth in the Agreement, including all appendices thereto, represent the full and complete understanding and commitment between the parties, canceling any and all prior commitments, written or oral, between the parties. The term and conditions of this Agreement may be modified by alteration, change, addition to, or deletion only through the voluntary, mutual consent of the parties in a written amendment hereto which is executed by both parties. The provisions of this section shall not limit the use of past practices for the purpose of explaining or establishing the meaning of any express provision of this Agreement.

**Section 14.3. Mandatory Collective Bargaining for Certain Subjects or Matters.** With respect to any subject or matter not specifically enumerated as items (i) through (xvii) inclusively of the rights retained by the City under Article IV hereof and not otherwise referred to, or covered in any other Article of this Agreement, the City agrees that it will not institute any such subject or matter, except as provided in this section. Should the City endeavor to institute any such subject or matter not so specifically enumerated under Article IV hereof and not otherwise referred to, or covered in any other Article of this Agreement, and should there exist a duty to bargain collectively with respect to such subject or matter under Sections 4 and 7 of the Public Labor Relations Act (5 ILCS 315/4 and /7), (the "Act"), then the City agrees to bargain collectively with the Association with respect to such subject or matter. Except for such agreement to bargain collectively, nothing contained in this section shall be construed to abrogate or diminish the sole right and authority of the City to operate and direct the affairs of the City and the Police Division in all of its various aspects as provided in Article

IV hereof or to prohibit the City from instituting any such subject or matter. Any impasse that may result from any such collective bargaining as provided for under this section shall be resolved in accordance with Section 14 of the Act (5 ILCS 315/14), and the Rules and Regulations of the Illinois State Labor Relations Board. Any agreement of the parties resulting from such collective bargaining or impasse resolution shall be by a written amendment hereto which is executed by both parties. Except as otherwise provided in this section, each party agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been with the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

#### **ARTICLE XV**

##### **Savings**

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties agree to meet and to negotiate in good faith with respect to a substitute provision.

#### **ARTICLE XVI**

##### **Term**

This Agreement shall be effective as of the 1st day of May, 2018, and shall remain in full force and effect until April 30, 2021. It shall be automatically renewed from year-to-year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to April 30, 2021 that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to April 30, 2021. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination which shall not be before April 30, 2021, as set forth in the preceding paragraph.

{signature page follows}



IN WITNESS WHEREOF, the parties affixed their signatures this 2<sup>nd</sup> day of October, 2018.

CITY OF DANVILLE  
Vermillion County, Illinois

By: [Signature]  
Mayor

ATTEST:

By: [Signature]  
City Clerk  
Res. No. 2018-94



FOR THE POLICEMEN'S BENEVOLENT  
AND PROTECTIVE ASSOCIATION, #11

[Signature]  
President

[Signature]  
Chairman, Negotiating Committee

[Signature]  
Member, Negotiating Committee

[Signature]  
Member Negotiating, Committee

[Signature]  
Member Negotiating, Committee

**APPENDIX A**  
**Dues Deduction Authorization**

The undersigned does hereby authorize the City of Danville, Illinois, its employees and agents, to deduct from his or her salary the uniform dues and/or assessments of the Danville, Illinois Policeman's Benevolent and Protective Association, Unit #11, as the same may be from time to time certified by the President and Treasurer of the Association. The undersigned attests and affirms that his or her signature below represents a free and voluntary act.

The undersigned does hereby further understand that he or she may revoke this authorization in writing at any time.

---

Printed Name

---

Signature

---

Date

**APPENDIX B**  
**Base Salaries**

The annual base salaries for the respective position of officers covered by this Agreement, based upon 2145 hours of work per year for all officers covered by this Agreement, shall be as follows for and during the term of this Agreement:

<u>Position</u>	<u>5/1/18</u>	<u>5/1/19</u>	<u>5/1/20</u>
Probationary Police Officer Upon Employment	\$54,056	\$55,407	\$56,654
Probationary Police Officer upon Completing Certified Basic Training Course And Departmental Field Training	\$60,812	\$62,332	\$63,734
Police Officer upon Completing Probationary Period	\$67,569	\$69,258	\$70,816



**APPENDIX "C" ITEMS  
FURNISHED BY  
CITY TO NEW HIRES**

Blauer Polywool L/S shirt NB (5)  
Blauer Polywool S/S shirt NB (5)  
Blauer Polywool Dress Pant NB (3)  
Blauer Polywool Fur Trooper Cap  
Air Force Cap, Silver Buttons  
Neese Rain Coat  
Navy Rain Cap Cover  
Winter Jacket w/Panels  
Police Reflector Panels  
Flying Cross LW Jacket  
Bates Shoes  
Clip on Tie (2)  
Leather Garrison Belt – Chrome  
Ultra Inner Duty Belt  
Ultra Duty Belt  
Nylon Belt Keeper (4)  
Nylon Holster  
Cordura Double Mag Case  
Cordura Single Cuff Case  
100N S&W Handcuffs w/Key  
Flashlight Holder, C Cell  
Maglite 3-Cell Flashlight  
TLR-1 Tactical Led Light  
Red Traffic Wand  
Key Ring Holder  
Mace Case Holder  
Monadnock Baton Holder  
Monadnock Expandable Baton  
Radio Case w/Fixed Loop  
Motorola Portable Radio  
Premier Riot Helmet  
Traffic Vest  
Silver Whistle  
Silver Whistle Chain  
X26 Taser Gun w/Holster  
Protective Vest w/Carrier  
Latent Print Technician Kit  
Merriam Webster Pocket Dictionary  
Aluminum Ticket Holder  
Large Blackington Badge (2)  
One DPD/One Number Collar Pins  
Engraved Name Pin (2)  
Years' Service Pin (1-Yr Started)  
Cap Badge

Note: The City retains the right to substitute listed items with those of equal or better quality.