

RESOLUTION NO. 090-2022

A Resolution Authorizing Execution of an Agreement Between the City of Effingham and Illinois FOP Labor Council - Lodge #209 Recruits, Patrolmen, Corporals, and Sergeants

WHEREAS, the City Council of the City of Effingham, Illinois has determined it to be in the best interest of the City to enter into a collective bargaining agreement with the Illinois Fraternal Order of Police Labor Council – FOP Lodge #209 Recruits, Patrolmen, Corporals, and Sergeants, effective May 1, 2022 – April 30, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EFFINGHAM, EFFINGHAM COUNTY, ILLINOIS THAT:

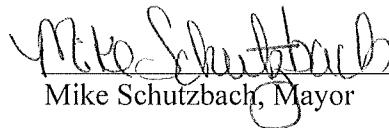
Section 1: Mike Schutzbach, Mayor, and Abbey Nosbisch, City Clerk, are hereby authorized to execute an agreement with the Illinois Fraternal Order of Police Labor Council – FOP Lodge #209 Recruits, Patrolmen, Corporals, and Sergeants, a copy of which agreement is attached hereto as “Exhibit A” and incorporated herein by this reference.

Section 2: The City Clerk is hereby directed to deliver one signed original of the agreement to the Illinois FOP Labor Council – Lodge #209.

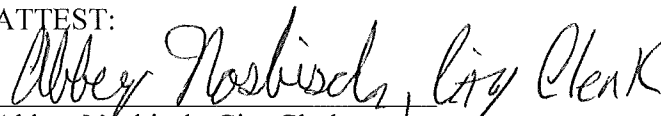
Placed on file this 25th day of July, 2022.

Presented, adopted and approved this 2nd day of August, 2022

YEAS: 5
NAYS: 0
ABSENT: 0


Mike Schutzbach, Mayor

ATTEST:


Abbey Nosbisch, City Clerk

By 



Representing Management Exclusively in Workplace Law and Related Litigation

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*through an affiliation with Jackson Lewis P.C., a Law Corporation

MY DIRECT DIAL IS: 314-746-4800
MY EMAIL ADDRESS IS: MICHAEL.LOWENBAUM@JACKSONLEWIS.COM

July 21, 2022

Dan Bailey
Field Representative
Illinois FOP Labor Council
974 Clocktower Drive
Springfield, IL 62704

Re: City of Effingham and FOP Lodge #209

Dear Dan:

During the recent negotiations of the Agreement commencing May 1, 2022 through April 30, 2025, it was specifically agreed by the parties as follows:

On a non-precedent setting basis and for the duration of the agreement, Sergeants will be allowed to take their respectively assigned patrol cars home.

If the Union's understanding of the parties' agreement is consistent with the above, please signify by executing below.

Very truly yours,
JACKSON LEWIS P.C.
[Signature]
R. Michael Lowenbaum
Principal

RML:sys

ACCEPTED AND AGREED:

ILLINOIS FOP LABOR COUNCIL

Dan Bailey
Field Representative

Date

Final

ILLINOIS FOP LABOR COUNCIL

and

CITY OF EFFINGHAM

FOP Lodge #209

Recruit, Patrolman, Corporal and Sergeants

May 1, 2022 – April 30, 2025

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

Web Address: www.fop.org

24-hour Critical Incident Hot Line: 877-IFOP911



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TUITION REIMBURSEMENT APPLICATION45

This Agreement is entered into by and between the City of Effingham, Effingham, Illinois, an Illinois municipal corporation (herein referred to as the "Employer") and the Fraternal Order of Police, Effingham Lodge #209 and the Illinois F.O.P. Labor Council (hereinafter referred to as the "Labor Council").

ARTICLE 1 - PREAMBLE

It is the purpose of this Agreement and the intent of the parties hereto to establish and promote mutual harmonious understandings and relationships between the Employer and the Labor Council, to promote departmental efficiency and effectiveness, to establish wages, hours and other terms and conditions of employment of Employees covered by this Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences which may arise from time to time over the interpretation and application of this Agreement.

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

ARTICLE 2 - RECOGNITION

The Employer hereby recognizes the Labor Council as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours, and all other terms and conditions of employment of all Officers in the bargaining unit. The bargaining unit shall include: all sworn peace officers in the ranks of recruit, patrolman, corporal and sergeant and exclude: all sworn peace officers above the rank of sergeant, all non-sworn personnel of the Employer and all confidential, managerial and supervisory employees of the Employer as defined in the Illinois Public Labor Relations Act.

ARTICLE 3 - NON-DISCRIMINATION

Section 3.1. Prohibition Against Discrimination

Neither the Employer nor the Labor Council shall discriminate against any Employee covered by this Agreement on account of race, creed, color, religion, national origin, political affiliation, sex, age, disability or marital status.

Section 3.2. Union Activity

Neither the Employer nor the Labor Council shall interfere with the rights of Employees covered by this Agreement to become or not become members of the Labor Council and there shall be no discrimination against any such Employee because of Labor Council membership or non-membership.

Section 3.3. Equal Employment/Affirmative Action

The parties recognize and agree to cooperate in fulfilling the Employer's obligations under State and Federal Equal Employment and Affirmative Action Acts, laws and regulations.

Section 3.4. Use of Masculine Pronoun

The use of the masculine pronoun herein is understood to be for clerical convenience only and it is further understood that the masculine pronoun applies to both genders.

Section 3.5. Sexual Harassment

The City does not condone sexual harassment of any kind or nature. No employee whether male or female, should be subject to unsolicited or unwelcome sexual overtures or conduct, either verbal or physical. The Employer and the Union acknowledge and agree to abide by the Sexual Harassment Policy adopted by the City of Effingham.

ARTICLE 4 - DUES DEDUCTION/MAINTENANCE OF MEMBERSHIP

Section 4.1. Dues Deduction

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

Section 4.2. Maintenance of Membership

With respect to any officer on whose behalf the Employer receives written authorization in a form agreed upon by the Labor Council and the Employer, the Employer shall deduct from the wages of the officer the dues and/or financial obligation uniformly required and shall forward the full amount to the Labor Council by the tenth

(10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Labor Council.

Section 4.3. Indemnification

The Labor Council shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Section.

ARTICLE 5 - MANAGEMENT RIGHTS

The Employer possesses the sole right to operate the Police Department of the City of Effingham and all management rights repose in it. Nothing herein shall effect the internal control authority of the Employer. Except as specifically amended, changed or modified by this Agreement, these management rights include, but are not limited to, the following:

- (a) To direct all operations of the Police Department.
- (b) To determine the overall budgets.
- (c) To establish work rules and schedules of work including starting and quitting times, shift, rotations and any other conditions associated with hours of work, to the extent they are not otherwise provided for in this Agreement.
- (d) To create an organizational structure, to hire or promote, transfer, schedule and assign employees in positions and to create, combine, modify and eliminate positions within the Police Department.
- (e) To suspend, discharge and take other disciplinary action for just cause against employees, other than probationary employees, under the established work rules and regulations of the Police Department and the provisions of this Agreement.
- (f) To lay off employees.
- (g) To determine quality and maintain efficiency of the operations of the Police Department.

- (h) To introduce new or improved methods or facilities.
- (i) To change existing methods or facilities.
- (j) To determine the kinds, quality and amounts of services to be performed as pertains to Police Department operations and the number and kind of classifications to perform such services.
- (k) To contract out for goods and services, to the extent it is not otherwise provided for in this Agreement.
- (l) To establish, implement and maintain an effective internal control program.
- (m) To establish reasonable rules relating to Police Department procedures and operations.
- (n) To determine the methods, means and personnel by which the Police Department's operations are to be conducted.
- (o) To take whatever action is necessary to carry out the functions of the Police Department in situations of emergency.

Nothing in this Article is intended to alter or abrogate the intention or authority of any other Article contained in this Agreement, and to the extent not expressly provided for in this Agreement, the operations of the Employer shall be left to the sole exclusive discretion of the Employer.

ARTICLE 6 - NO STRIKE

Section 6.1. No Strike

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

Section 6.2. Resumption of Operations

In the event of action prohibited by Section 1 above, the Labor Council immediately shall disavow such action and request the officers to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Labor Council, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 6.3. Labor Council Liability

Upon the failure of the Labor Council to comply with the provisions of Section 6.2 above, any agent or official of the Labor Council who is an officer covered by this Agreement may be subject to the provisions of Section 6.4 below.

Section 6.4. Employer Right to Discipline

Any officer who violates the provisions of Section 6.1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any Officer who participates in action prohibited by Section 6.1 above shall not be considered in violation of this Agreement and shall not be subject to the provisions of the Grievance Procedure contained herein except that the issue of whether an Officer in fact participated in a prohibited action may be subject to the grievance and arbitration procedure herein.

Section 6.5. No Lockout

In no instance shall the Employer lockout or otherwise refuse to allow any or all of the Employees covered by the terms of this Agreement the right to work for the Employer as a result of any labor dispute which may arise between the parties.

ARTICLE 7 - IMPASSE RESOLUTION

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, 5 ILCS 315/14, as amended.

ARTICLE 8 - BILL OF RIGHTS

If investigation or interrogation of a law enforcement officer results in a recommendation of some action such as transfer, suspension, dismissal, loss of pay, reassignment or similar action of a punitive nature, prior to taking such action, the Employer will follow the procedures set forth in the Uniform Peace Officers' Disciplinary Act, 50 ILCS 725/1 to 725/7 inclusive.

If, as a result of an investigation or interrogation, a law enforcement Officer is subjected to punitive action involving a loss of pay, but not including an instance of immediate termination or suspension pending termination such Officer may be relieved of duty pending formal hearing, but shall continue to receive all ordinary pay and benefits as though he had not been charged, provided the Officer within seventy-two (72) hours of the punitive action files a written request for hearing and review before the Board of Fire and Police Commissioners. Such ordinary pay and benefits shall continue until the Board of Fire and Police Commissioners has heard and decided the matter with all possible deliberate speed. The Officer shall have the right to be represented by a Labor Council representative at any such investigation or interrogation.

Any Officer who may be subjected to any disciplinary action by the Employer as provided for in this Article may elect to have the discipline subjected to the provisions of Article 9, Grievance Procedure.

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

ARTICLE 9 - GRIEVANCE PROCEDURE

Section 9.1. Grievance

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the procedure outlined in this Article.

A grievance is defined as any unresolved difference between the Employer and the Labor Council or any employee regarding the application, meaning or interpretation of this Agreement.

Section 9.2. Dispute Resolution

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute shall be made between the employee and his immediate supervisor.

In the event of a complaint, the employee shall first complete his assigned work task, and complain later, unless the employee reasonably believes that the assignment endangers his safety.

Section 9.3. Representation

Grievances may be processed by the Labor Council on behalf of an employee or on behalf of a group of employees. Either party may have the grievant or one grievant representing group of grievants present at any step of the grievance procedure, and the employee is entitled to Labor Council representation at each and every step of the grievance procedure upon his request.

Grievances may be filed on behalf of two or more employees only if the same facts, issues, and requested remedy apply to all employees in the group.

Section 9.4. Subject Matter

Only one subject matter shall be covered in any one grievance. A grievance shall contain a statement of the grievant's position, the Article, and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature of the grieving employee(s) and the date.

Section 9.5. Time Limitations

Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as settled grievances.

The Employer's failure to respond within the time limits shall not result in a finding in favor of the grievant, but shall automatically advance the grievance to the next step, except Step 3. Time limits may be extended by mutual agreement.

Section 9.6. Grievance Processing

No employee or Labor Council representative shall leave his work assignment to investigate, file or process grievances without first making mutual arrangements with his supervisor, and such mutual arrangements shall not be denied unreasonably. In the event of a grievance, the employee shall always perform his assigned work task and grieve his complaint later, unless the employee reasonably believes that the assignment endangers his safety.

Section 9.7. Grievance Meetings

A maximum of two (2) employees (the grievant and/or Labor Council Rep) per work shift shall be excused from work with pay to participate in a Step 1 or 2 grievance meeting. The employee(s) shall only be excused for the amount of time reasonably required to present the grievance. The employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the Employee's work shift. In the

event of a grievance, the employee shall first perform his assigned work task and file his grievance later.

Section 9.8. Steps in Procedure

Disputes arising under this Agreement shall be resolved as follows:

Step 1: The employee(s) shall make his (their) complaint in writing to the Chief of Police. Complaints must be made within twenty (20) working days from the date the employee knew or should have known of cause giving rise to the grievance. Working days are Monday through Friday, except recognized holidays. The Chief will notify the employee(s) in writing of the decision within five (5) working days following the day when the complaint was made. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances.

Step 2: If no agreement is reached between the employee and the Chief, as provided for in Section 9.8, Step 1 above, the Labor Council shall prepare a written grievance on a form mutually agreed to and present it to the Effingham City Council, or their designee, no later than ten (10) working days after the employee was notified of the written response by the Chief.

Within ten (10) working days after the grievance has been submitted, the City Council, or their designee, shall meet with the grievant and the Labor Council Rep to discuss the grievance and make a good faith effort to resolve the grievance.

The City Council, or their designee, shall respond in writing to the grievant and Labor Council Rep within five (5) working days following the meeting.

Step 3: If the dispute is not settled at Step 2, the matter may be submitted to arbitration within ten (10) working days after the written decision or the expiration of the five (5) day period, if City Council, or their designee, fails to render a written decision. Within ten (10) working days after the matter has been submitted to arbitration, a representative of the Employer and the Labor Council may meet to select an arbitrator from a list of mutually agreed to arbitrators. If the parties are unable to agree on an arbitrator within ten (10)

working days after submission to arbitration, the parties shall request the Federal Mediation and Conciliation Service, or other mutually agreed upon source, to submit a list of seven (7) arbitrators. Either party shall have the right to reject an entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer representative and the Labor Council representative. The right to strike first shall be determined by a coin toss. The person whose name remains on the list shall be the arbitrator, provided that either party before striking any names shall have the right to reject one (1) of the names on the list. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Labor Council. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of the Employer and the Labor Council representatives and shall make note of the issue where mutually agreed to by the parties.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator.

The Employer or Labor Council shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses.

Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of arbitration and the cost of the hearing shall be shared equally by the parties. Cost of arbitration shall be shared equally by the parties. Cost of arbitration shall include the arbitrator's fees, room costs and transcription costs. Nothing in this Article shall preclude the parties from agreeing to use expedite arbitration procedures. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding on the Employer, the Labor Council, and the employee or Employees involved. The arbitrator shall be limited to interpreting the Agreement before him and shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement.

For purposes of this Article, working days shall be defined as Monday through Friday, excluding holidays.

ARTICLE 10 - LABOR-MANAGEMENT CONFERENCES

Section 10.1. Setting Meetings and Agendas

The Labor Council and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Labor Council representatives and responsible administrative representatives of the Employer. Such meetings may be held by mutual agreement of both parties at a date and time agreeable to both parties. A request shall include an agenda for such meeting. Such meetings and locations shall be limited to:

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

The Employer and the Labor Council agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be effectuated for the maximum protection of the citizens of the State of Illinois.

To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

Section 10.2. Exclusion of Grievances

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be discussed in detail at labor management conferences, and any such discussions of a pending grievance shall be non-binding on either party and solely for the purpose of exploring alternatives to settle such grievances and such grievance discussion shall only be held by mutual agreement of the Employer and the Labor Council, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 10.3. Notification of Absence

When absence from work is required to attend "labor-management conferences", Labor Council members shall, before leaving their work stations, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Labor Council members attending such conferences shall be limited to two (2). Travel expenses associated with any "labor-management conferences" shall be the responsibility of the employee.

Section 10.4. Safety Issues

Any report or recommendation which may be prepared by the Labor Council or the Employer as a direct result of a labor-management conference discussion will be in writing and copies shall be submitted to the Employer and the Labor Council.

- (a) The Chief or his designee shall meet periodically with the Labor Council Safety Committee to discuss safety issues and concerns that shall be submitted by the Labor Council in advance in writing. Any report or recommendation which may be prepared by the Labor Council Safety Committee and the Chief or his designee as a direct result of these meetings shall be reduced to writing with copies being submitted to the Chief and to the President of the Lodge.
- (b) When an assigned Department vehicle is believed to be in an unsafe condition, the Officer will notify the Chief, complete required reports and follow the Chief's direction relative to requesting repair, replacement or continued operation of said vehicle. No employee shall be required to use any vehicle that the Chief or his designee has designated as unsafe until the safety condition has been corrected.

ARTICLE 11 - LAYOFF

In the event of a layoff of Officers in the bargaining unit, the Employer shall inform the Labor Council in writing no later than ten (10) calendar days prior to such layoff and provide the Labor Council with the names of the Officers to be laid off. Probationary employees, temporary and part-time Employees shall be laid off first, then Officers shall be laid off in accordance with their seniority. The Officers with the least amount of seniority shall be laid off first. All Officers shall receive notice in writing of the layoff at least ten (10) calendar days in advance of the effective date of such layoffs.

No employee will be hired to perform the duties normally performed by an Officer who is on layoff.

Any Officer who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled on the basis of seniority in the Police Department.

ARTICLE 12 - MAINTENANCE OF STANDARDS

All economic benefits which are not set forth in this Agreement and are currently in effect shall continue and remain in effect for the term of this Agreement.

ARTICLE 13 - DISCIPLINE

Section 13.1. Definition

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

- (a) Oral Warning or Written Warning.
- (b) Suspension without pay, or in lieu of suspension without pay, an employee may voluntarily surrender time off.
- (c) Discharge

Section 13.2. Just Cause

The Employer agrees that disciplinary action shall be imposed only for just cause and shall be imposed as soon as practical after the Employer learns of the occurrence giving rise to the need for disciplinary action and after the Employer has had a reasonable opportunity to investigate the facts. In no case may the Employer make a temporary assignment for the purpose of disciplining or discriminating against an employee.

Section 13.3. Limitation

The requirement to use progressive disciplinary action does not prohibit the Employer from using a severe measure including discharge, when the offense indicates that a substantial shortcoming or action of a Police officer rendered the continuation of employment of the employee in some way detrimental to the Employer or the Public.

Such actions shall include but are not limited to: possession of a controlled substance or alcohol; gross insubordination; intentional destruction or theft of property; fighting on the job; appearing for work under the influence of drugs or alcohol or other substance that may impair an employee's ability to perform any of the duties required.

Section 13.4. Pre-Disciplinary Meeting

For discipline other than oral and written reprimands, prior to notifying the Police Officer of the contemplated discipline to be imposed, the Chief of Police shall notify the Labor Council of the meeting and then shall meet with the employee involved and inform the employee of the reason for such contemplated discipline, including the names of potential witnesses and copies of pertinent documents. The Police Officer shall be informed of his contractual right to Labor Council representation and shall be entitled to such, if so requested by the employee. The Labor Council representative shall be made available with twenty-four (24) hours of notification. If the Police Officer does not request Labor Council representation, a Labor Council representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

Section 13.5. Investigatory Interviews

Anytime an investigatory interview is conducted by the Employer, and the results of the interview may lead to disciplinary action against the Police Officer, the Police Officer must be informed of his right to Labor Council representation. If the Police Officer desires such representation, no interview shall take place without the presence of a Labor Council representative. The role of the Labor Council representative is limited to assisting the Police Officer, clarifying the facts and suggesting other employees who may have knowledge of the facts.

Section 13.6. Written Notice

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

Section 13.7. Disciplinary Action Subject to Grievance Procedure

Disciplinary action by the Employer as provided for in this Article shall be subject to the provisions of Article 7, Grievance Procedure.

The Employer agrees to invoke oral or written warnings within twenty (20) working days of the time the Employer knew, or should have known, of the cause giving rise to the discipline. For a suspension or discharge, discipline must be invoked within twenty (20) working days of completion of the investigation involving the

discipline, but in any event not more than six (6) months from the date the Employer knew or should have known of the cause giving rise to discipline. For criminal investigations, the limit may be extended to one (1) year.

Section 13.8. Time Limits on Disciplinary Records

Any discipline invoked under this Article is subject to the following time limits:

Oral reprimand	-	Six (6) months
Written reprimand	-	Twelve (12) months
Suspension	-	Two (2) years

Once an Officer has completed the probationary period, and has not committed any infraction of a similar type as that for which he had been reprimanded, the Officer's record will be cleared of the disciplinary action and no reference or mention of the discipline will be allowed in any future disciplinary action which may be taken against the Officer.

ARTICLE 14 - PERSONNEL FILES

Section 14.1. Personnel File

An official personnel file for each employee shall be maintained by the Employer at a central location. Each employee shall provide the Employer with his current telephone number and address.

Section 14.2. Right of Inspection

Employees shall have the right to review the contents of their official personnel files as provided in the Illinois Personnel Review Records Act, 820 ILCS 40/1, et seq. In addition, the Employer further agrees that only City personnel can review an employee's personnel file.

It is agreed that any material and/or matter not available for inspection, such as provided in this Section 14.2 shall not be used in any manner or any forum adverse to the Officer's interest.

Section 14.3. Prohibition

The Employer agrees that it shall not gather nor record those categories of information about an employee prohibited by the above referenced Act, unless the employee has submitted such information in writing or has given the Employer written authorization to gather and record such information.

Any information of an adverse employment nature which may be contained in any unfounded, exonerated or otherwise not sustained file, shall not be used against the Officer in any future proceedings.

ARTICLE 15 - INDEMNIFICATION

Section 15.1. Employer Responsibility

As provided for in 65 ILCS 5/1-4-6, and so long as the Officer has acted within the scope of his employment and cooperates with the Employer during the course of the investigation, administration, litigation or defense of any claim arising under this Article, the Employer shall be responsible for, hold Officers harmless from, and pay for damages or moneys which may be adjudged, assessed or otherwise levied against any Officer covered by this Agreement.

Section 15.2. Legal Representation

Officers shall have legal representation by the Employer in any civil cause brought against an officer resulting from or arising out of the performance of duties including separate representation by an attorney acceptable to the City in the event that the legal representative of the City Council believes there may be a conflict of interest between the legal interests of the Council and the Officer involved.

Section 15.3. Willful Misconduct

The protections accorded to Officers under Sections 15.1 and 15.2 hereof shall not extend to any act of willful misconduct on the part of any Officer.

ARTICLE 16 - SENIORITY

Section 16.1. Definition

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

Section 16.2. Seniority List

The Employer shall prepare a list setting forth the present seniority dates of all Employees covered by this Agreement. Any dispute as to the seniority listing prepared by the Employer shall be resolved in the grievance procedure.

Section 16.3. Termination of Seniority

All Seniority shall be lost by an employee and his employment shall be terminated on the happening of the following events:

- (a) quits, by written resignation; or
- (b) is discharged for just cause; or
- (c) accepts gainful employment while on approved leave of absence from the Police Department; or
- (d) is absent for three (3) consecutive scheduled work days without proper notification or authorization.

Section 16.4. Accrual of Seniority

Employees will not accrue seniority credit for time spent on authorized unpaid leave of absence after a maximum of thirty (30) days.

Section 16.5. Rank Seniority and Return to the Unit

Rank seniority shall refer to seniority in a position covered by this Agreement. Seniority to determine time off approval shall be determined by seniority in rank. Should an employee lose their rank, for reasons other than termination for cause, they shall revert to the rank and salary he held prior to that promotion. This shall be accomplished without any negative impact on another non-probationary bargaining unit employee.

ARTICLE 17 - F.O.P. REPRESENTATIVES

Section 17.1. Attendance at Lodge Meetings, State or National Conferences

Subject to the needs of the Employer to maintain adequate and orderly scheduling and to meet emergencies, the Employer agrees:

- (a) That elected officials of the Board of Directors of the Lodge shall be permitted reasonable time off without pay to attend general or special meetings of Effingham Lodge #209 provided that at least seventy-two (72) hours' notice of such meeting shall be given in writing to the Employer and provided further that the names of all such officials and Officers shall be certified in writing to the Employer.

- (b) Employees chosen as delegates to an F.O.P. State or National Conference will, upon written application, approved by the Chief or his designee at least fourteen (14) calendar days in advance of the anticipated departure date, be given an unpaid leave of absence for a period of time not to exceed one (1) week required to attend such convention or conference.

Section 17.2. Grievance Processing and Negotiating

A reasonable number of Labor Council representatives shall be permitted reasonable time, while on duty, without loss of pay for the purpose of representing Officers in the processing of grievances or negotiating successor agreements, or in the exercise of other rights specifically provided for in this Agreement.

ARTICLE 18 - BULLETIN BOARDS

The Employer shall provide the Labor Council with designated space on available bulletin boards or provide a separate bulletin board on a reasonable basis upon which the Labor Council may post its notices. No such posting may be defamatory or partisan political in character.

ARTICLE 19 - LEAVES OF ABSENCE

Subject to the application of the Family Medical Leave Act of 1993 (P.L. 103-3), the following shall be the City of Effingham's Leave of Absence Policies. Where these policies conflict with the Family and Medical Leave Act of 1993, the Family and Medical Leave Act of 1993 shall prevail.

Section 19.1. Sick Leave

- (a) Full time employees shall accumulate paid sick leave at the rate of eight (8) hours for each full month's service which may be accumulated to a maximum of 960 hours. Sick leave may be utilized for personal illness, quarantine at home or for serious illness within the Employee's immediate family or household. "Immediate family" shall be defined as the employee's spouse, child, step-child, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or step-parent. The Employer may require a physician's certificate, at the expense of the Employer, after an absence of three (3) consecutive working days or as may be deemed necessary in other cases.

- (b) An employee whose employment is terminated for any reason other than discharge for cause will be paid for fifty percent (50%) of his or her accumulated sick leave, not to exceed 480 hours (50% of 960 hours), at his or her regular rate of pay, unless the employee is a member of the 115 Trust which shall prevail.

Section 19.2. Personal Leave

- (a) Upon application in writing, leave from employment for personal reasons may be granted without pay to an Officer upon approval of the Chief of Police. Such unpaid personal leave may not be for a period in excess of ninety (90) calendar days. During such personal leave an Officer may continue health and life insurance benefits, if available, provided he pays the full cost of such coverage. However, no other benefits shall accrue during a leave for personal reasons.
- (b) After completion of one year, Patrol Officers may take twenty-four (24) hours as personal time, without loss of pay or other benefit, per calendar year. Non-Patrol Officers may take sixteen (16) hours as personal time as set forth above. Employees who use zero sick leave days in the previous calendar year shall be granted twelve (12) additional personal day hours off. Notification of the Officer's intent to use a personal day must be made at least twenty-four (24) hours prior to the beginning of that shift, and must be approved by the Chief of Police or his designee. Approval for use of personal leave will not be unreasonably denied. Failure to use personal leave in the calendar year in which it was earned will result in the forfeiture of that personal leave, unless the employee is a member of the 115 Trust which shall be transferred to their respective account.

Section 19.3. Short Term Military Leave

The Employer agrees to abide by state and federal law as currently written and as may be amended from time to time. The Employer may opt to provide additional benefits for members serving in the military; however, the Employer shall never provide less than required by state and federal law.

Section 19.4. Educational Leave

Employees covered by the terms of this Agreement may be granted upon written request, an educational leave of absence without pay for a period of up to one (1) year upon written authorization from the Chief or his designee. An employee may submit such a request for educational leave each calendar year of this Agreement. During such

educational leave, an Officer may continue health and life insurance benefits, if available, provided they pay the full cost of such coverage. However, no other benefits shall accrue during a leave for educational reasons.

Section 19.5. Maternity Leave

Maternity leave shall be covered as other leaves consistent with City FMLA policy. Upon the request of a pregnant Officer and certification of her physician, the Department shall place the Officer in a position to minimize the risk of possible injury if such assignment is available.

Section 19.6. On the Job Injury Leave

An Officer who sustains an injury or disease arising out of and in the course of his employment shall be accorded such benefits and status as is currently provided for in 5 ILCS 345/1.

Any such Officer who sustains an injury or disease in the line of duty, which causes him to be unable to perform his duties, shall continue to be paid by the Employer on the same basis as he was paid before the injury with no deduction from his sick leave credits, compensatory time for overtime accumulations or vacation or service credit in the public employee pension fund during the time he is unable to perform his duties due to the result of the injury but not longer than one (1) year in relation to the same injury. An Officer on injury leave may, at the discretion of the Employer, be directed to return to light duty if such is available and if the injured employee is physically able to perform the light duty work. An Officer receiving the benefits under this Section shall turn over any workmen's compensation he may receive for loss of wages during the term of his injury or illness.

Section 19.7. Bereavement Leave

An employee may use up to three (3) days with pay with approval of the Chief following the date of a death in the Employee's immediate family which shall be interpreted to include: the Employee's spouse, children (including step-children), grandchildren, parents, grandparents, siblings, aunts and uncles, and the same relatives of the employee's spouse. Additional time off with pay may be approved by the Chief for loss of spouse, child, sibling or parent. In addition to the above, the City also agrees to abide by the provisions of the Illinois Child Bereavement Act, as amended.

ARTICLE 20 - HOURS & OVERTIME

Section 20.1. Regular Hours

The regular hours of work each day shall be consecutive except that they may be interrupted by a thirty (30) minute lunch period which shall be considered on duty time since the employee is subject to call during such period. This section shall not apply to Employees working anything less than a 12-hour work day.

For the purposes of this Agreement, the annual straight time rate is determined by dividing the annual salary by 2080 hours. The Employer may request a change in the hours of work and scheduling. If the parties cannot mutually agree to a change after ninety (90) days from the date the Employer first proposed a schedule and/or hour change, then the Employer may submit the proposed change to arbitration under Section 14 of the Illinois Public Labor Relations Act. A request for arbitration prior to the termination date of this Agreement shall bind both parties to the arbitrator's decision if awarded after the expiration of the Agreement.

If the schedules are changed by mutual agreement or by arbitration, then the annual salary will be increased by the additional hours times the annual straight time hourly rate (i.e. If a \$10.00 per hour rate for an individual who works 1950 hours whose schedule is increased on a regular basis to 2000 hours per year, the increase would be 50 hours times \$10.00 per hour for \$500.00. \$500.00 would be added to the annual salary.)

Any increase in the patrol unit's annual salaries as a whole according to the foregoing example by virtue of permanent schedule changes shall also be given to the detectives according to rank.

Section 20.2. Work Day and Annual Hours

Twelve (12) consecutive hours for work within a twenty-four (24) hour period shall constitute a regular workday for patrol and eight (8) hour for work within a twenty-four (24) hour period for detectives. Annual hours of work for patrol shall be 1950 hours; annual hours of work for detectives shall be 2080 hours, Section 2 Article 20. Annual hours may be changed in accordance with Section 1 of Article 20.

Section 20.3. Work Period

For purposes of the Fair Labor Standards Act, the work period shall be twenty-eight (28) days.

Section 20.4. Work Shift

- (a) All employees in the Bureau of Patrol division shall be scheduled to work on a regular work shift in each twenty-eight (28) day work period. The shift structure presently in effect shall, as to employees in the patrol division, remain in effect unless and until changed by mutual agreement of the parties, or pursuant to Section 1 of this Article 20.
- (b) Investigators may be assigned to regular shifts starting no earlier than 7:30 A.M. nor later than 10:00 A.M. In the event starting times are changed (other than in an emergency) the employees shall first be given thirty (30) days' notice of such change.
- (c) All employees assigned to the power shift position shall be scheduled to work on a regular work power-shift in each fifty-six (56) day work period. Shift structure presently in effect shall, as to employee in the Bureau of Patrol remain in effect unless and until changed by mutual agreement of the parties, or pursuant to Section 1 of this Article 20.

Section 20.5. Work Schedule

Work schedules showing the employee's normal shifts, work days and hours for the ensuing twelve (12) month period shall be set prior to May 1 of each year.

Section 20.6. Power Shift Position

The following will apply to any power shift position.

- (a) In absence of a qualified canine officer, an open power shift position shall be posted for any patrol officer to volunteer for the position.
- (b) The Chief shall have the authority to choose whom to assign to a power shift position from the list of those officers who volunteered. If no qualified officers volunteer, the Chief may assign an officer to this position.
- (c) The power shift positions shall fall under the Bureau of Patrol.
- (d) The power shift position's work period will change every fifty-six (56) days. The rotation of the power shift position will rotate from day watch to night watch only. The hours of the power shift position will be the same as the current 12-hour schedule depending on the assigned shift.

- (e) Nothing herein limits the ability of a power shift officer from voluntarily agreeing to a schedule adjustment or alternate shift rotation. However, such agreements shall be on a non-precedent setting basis. A power shift officer shall have all the same rights and benefits as other patrol officers when it comes to scheduling and overtime pay.

Section 20.7. Overtime

Employees shall be paid at the rate of time and one-half (1 ½) their regular rate of pay for all hours worked in excess of their scheduled shift (excluding court time, hire back and training) or one hundred and sixty-eight (168) hours in a twenty-eight (28) day period (to include court time, hire back and training.) If an Officer voluntarily switched his day(s) off, with approval of the Chief or his designee, he will not receive the overtime (1 ½) rate of pay for working on the "switched" day(s). All hours worked for court time, training and hire back shall be paid at the regular rate pay except for such hour(s) worked in excess of one hundred and sixty-eight (168) in a twenty-eight (28) day period. This Section is not intended to reduce the minimum hours provided for elsewhere in this contract. One hundred and sixty-eight (168) hours does not apply to employees assigned to any eight (8) hour position.

Section 20.8. Vacation Pay

Time spent on vacation leave shall be included as hours worked for purposes of computation of overtime.

Section 20.9. Court Time

Employees covered by this Agreement who are required to make court appearances during normal off-duty hours shall receive a minimum of three (3) hours pay at the applicable rate, or the number of hours actually worked, whichever is greater.

Section 20.10. On Call

Officers placed on call who are required to be compensated under the provisions of the Fair Labor Standards Act shall be compensated at the rate of four (4) hours compensatory time at the regular rate for each seven (7) day period they are on call. Detectives shall receive twelve (12) hours compensatory time for each seven (7) day period they are on call.

Section 20.11. Call Back

Any employee required to report to a location directed by the Employer during hours not immediately before or after the regularly scheduled work hours for such employee, shall be paid at one and one-half (1½) rate for a minimum of two (2) hours pay or for the hours actually worked if greater than two (2) hours.

Section 20.12. Compensatory Time

Employees covered by this Agreement shall have the right to receive compensatory time off in lieu of cash payment. Requests for such time off shall be made in advance and shall be approved by the Chief and shall not be unreasonably denied. In lieu of canceling or denying a comp day, the Employer may have a Master Patrol Officer act as a shift commander. If an employee elects to take compensatory time in lieu of payment, the compensatory time shall be calculated at the same rate of pay as the cash payment.

An employee shall not be allowed to accumulate compensatory time in excess of four-hundred eighty (480) hours as provided in the regulations of the United States Department of Labor pursuant to the provisions of the Fair Labor Standards Act. If an employee has accumulated in excess of four-hundred eighty (480) hours of compensatory time, then all hours in excess of such amount shall be paid in cash at the regular rate of pay of the employee at the time he is paid for such hours.

The Employer agrees to adopt a compensatory time buy back program in accordance with the following guidelines:

- (a) Compensatory time will be offered to be bought back by the Employer on the first pay date in each calendar quarter (January, April, July, October).
- (b) A request form completed and verified by the Chief of Police must be filed with the payroll department two (2) weeks prior to the pay date.
- (c) Compensatory time will be paid via payroll at the employee's current pay rate.
- (d) The maximum amount of hours to be paid for any calendar quarter is thirty (30).
- (e) Payroll deductions not required by law to be made will not be deducted from the compensatory time check.

Section 20.13. Hire-Back

Hire back is defined as any scheduled shift that the department knows will be open at least seventy-two (72) hours in advance. The Employer will continue to post shifts to maintain adequate shift coverage, reserving the right to utilize part-time Officers as defined by this Agreement and for split shifts when necessary, at the sole discretion of the Employer.

Supervision which has need for hire-back Officers shall:

1. Review the sign-up book no later than seventy-two (72) hours in advance of that need, and
2. Determine those Officers who are next eligible for hire-back by the lottery system now in place, and
3. Notify those Officers no later than seventy-two (72) hours prior to hire-back of their selection, and
4. Record in the hire-back sign-up book by affixing his signature, the time and date that he has notified the Officers who are to work hire-back.
5. In the event an Officer who has been selected in the lottery elects not to work a hire-back, no "switching" of turns may take place. A new selection by lottery will determine the Officer who is to be afforded the hire-back opportunity.

In the event the supervisor on duty is notified that an Officer scheduled to work hire-back on the next watch shall be unable to report for duty, he may poll the Officers on his watch to determine if any of those Officers desire to work hire-back to fill that vacancy or may call in another employee who had indicated in the hire-back book a willingness to work. An Officer who has had twenty-four (24) consecutive hours off shall have first opportunity to fill any vacancy on his shift.

Officers shall not be allowed to take an accumulated compensatory day off to work hire-back, but may be hired-back if on vacation.

Officers are allowed one fifteen (15) minute coffee break during hire-back. However, if working hire-back on a tour of eight (8) or more hours, they shall be allowed a regular lunch period.

Records of hire-back hours worked shall be kept current.

The Employer has the right to hire and utilize the services of qualified part-time Officers. They may be scheduled and utilized by the Employer to meet staffing requirements except as provided herein regarding "hire-back". However, the Employer shall not utilize part-time employees to cause reduction of regularly scheduled hours or the layoff of any Officer in full-time employment status.

Full-time Officers shall have the first opportunity to work available hire-back hours known seventy-two (72) hours in advance, provided that the total number of hire-back hours for full-time Officers shall not exceed two-third (2/3) the total in any given month and provided, further that the limitation of total hire-back hours for full-time Officers shall not apply if no part-time Officers are available for such duty.

The Employer will report monthly to the employees use and assignment of hire-back hours worked by full-time and part-time employees. The Employer will discuss in labor management meetings, any weighted disparity in the monthly report between full-time and part-time hire-back hours so as to avoid significant disparity throughout the year in the intended split (50% - 50%) between full-time and part-time employees.

Section 20.14. Temporary Assignments

An Officer who performs the duties of a higher grade position shall be compensated at the rate of pay of the higher grade for the time involved in performing those higher grade duties. An Officer must perform the duties of the higher grade for at least seven (7) calendar days before becoming eligible to receive the upgrade pay.

Section 20.15. K-9 Officer

The Officer(s) assigned as K-9 Officer, in addition to receiving their normal pay and benefits, the following shall apply:

- (a) The K-9 Officer will receive five (5) hours at straight time pay each work week to care for the day-to-day needs and training of the dog.
- (b) The K-9 Officer, if required to be on call, will be compensated in accordance with Article 20, Section 9 of this CBA.

Section 20.16. Bargaining Unit Work

Supervisors may perform work normally performed by the bargaining unit. Such work by supervisors may be allowed so long as it does not cause layoffs of bargaining unit members.

ARTICLE 21 - WAGE RATES AND ALLOWANCES

Section 21.1. Wages

	5/1/2022	5/1/2023	5/1/2024
Base Increase	4.5%	4%	3%
Rank:			
Sergeant/Detective	\$84,483.99	\$87,863.35	\$90,499.25
Sergeant	\$80,503.52	\$83,723.66	\$86,235.37
Master Ptl.	\$75,131.55	\$78,136.81	\$80,480.91
Ptl. III	\$71,593.93	\$74,457.69	\$76,691.42
Ptl. II	\$68,120.33	\$70,845.14	\$72,970.49
Ptl. I	\$64,918.15	\$67,514.88	\$69,540.33
Recruit	\$58,010.70	\$60,331.13	\$62,141.06

All wage rates include holiday pay.

Longevity: After years of service completed as set forth below, payable on first pay day after anniversary date, added to the base salary as follows:

- After 4 years..... 1%
- After 8 years..... 2%

After 12 years.....	3%
After 16 years.....	4%
After 20 years.....	5%
After 25 years.....	6%

Officers shall annually on the anniversary date of their original appointment be automatically upgraded one rank from the rank of Recruit through the rank of Master Patrolman.

Recruits during the term of this Agreement shall receive the annual starting pay shown above. Upon return from PTI, during the first year of employment, Recruits shall receive an increase in pay equal to one-half (½) the difference between Recruit starting pay and the applicable Patrolman I salary.

Section 21.2. Clothing and Equipment Allowance

Officers shall receive a clothing and equipment allowance each year of this Agreement in the amount of Six Hundred Fifty Dollars (\$650.00) which will be paid in the second pay period in the fiscal year. For those employees who have not already purchased a weapon under this policy prior to May 1, 1993, the City will allow up to One Hundred Fifty Dollars (\$150.00) of an Officer's unused clothing and equipment allowance funds, per year, during the term of this Agreement, to a maximum of Four Hundred Fifty Dollars (\$450.00), to be put aside in an Officer's name, for the purpose of purchasing an off-duty weapon. If during the term of this Agreement the City requires changes in the duty uniform, and these changes result in increased clothing costs, the additional cost will be borne by the City.

The City will provide fifty (50) rounds of practice ammunition per month for each officer who requests it, for off-duty practice. Squad cars may be driven to the range for such off-duty practice.

Section 21.3. FTO Pay

A certified Field Training Officer approved and appointed to the position by the Chief of Police will receive an additional One Thousand Dollars (\$1,000.00) per year to each FTO who performs FTO duties for a minimum of sixty (60) hours in a contract year.

Section 21.4. Special Detail Pay

Special Detail Pay is an additional Five Hundred Dollars (\$500.00) per year for certified Meth Lab dismantlers that have been approved and appointed to such position by the Chief of Police. Special Detail Pay is an additional Two Hundred and Fifty

Dollars (\$250.00) per contract year for performing First Line Explorer Advisor duties as assigned and appointed by the Chief of Police.

Section 21.5. Retroactivity

All increases in wage rates provided for in this Agreement shall be fully retroactive to May 1, 2022, unless otherwise noted herein.

Section 21.6. Court Interruption Pay

Employees covered by this Agreement shall receive a stipend of Twenty Dollars (\$20.00) per month in recognition of previously scheduled court appearances.

Section 21.7. Per Diem Pay

Consistent with current City Policy, eligible employees will receive Thirty-Five Dollars (\$35.00) per day as a per diem. It is specifically agreed, that if the employee is out of town for the day, they can spend the Thirty-Five Dollars (\$35.00) per diem on meals at their discretion.

Section 21.8. Educational Incentive

Officers who have received a degree from an accredited college or university, upon verification, shall receive the following stipends per year paid at the start of each fiscal year.

Associate's Degree:	\$250
Bachelor's Degree:	\$500
Master's Degree:	\$750

An Officer shall only receive the highest stipend they qualify for.

Section 21.9. Master Patrolman Upgrade Pay

It is agreed that for each hour a Master Patrolman assumes the duties of a Sergeant, in the Sergeant's, Lieutenant's absence, they will receive an additional \$1.50 per hour as upgrade pay.

ARTICLE 22 - INSURANCE AND PENSION

Section 22.1. Insurance

Absent mutual agreement, the Employer agrees to provide health, hospitalization and medical insurance coverage as modified and agreed to for the term

of this Agreement. Employees will pay for 20% of the total cost of their applicable insurance or they will pay the applicable monthly amounts set forth below on the dates set forth below whichever is less.

Plan	May 1, 2022	May 1, 2023	May 1, 2024
Employee Only	\$202.35	\$208.42	\$216.76
Employee/Children	\$354.11	\$364.73	\$379.32
Employee/Spouse	\$384.43	\$395.96	\$411.80
Family	\$466.03	\$480.01	\$499.21

The parties agree that in the event the Joint Health Insurance Committee recommends changes in the existing health insurance benefit or the employee contribution cap effective during the term of this Agreement that are not acceptable to the Union, the Union's rights to bargain as to any such changes shall be preserved without prejudice.

It is further agreed that if the City elects to adopt either a Health Reimbursement Account (HRA) or Health Savings Account (HSA) plan during the term of the Agreement, either party can elect to reopen this Agreement on the issue of health insurance only by giving the other side notice of their intention to do so.

Current and new employees who have a dependent(s) who qualify for family health insurance coverage and select employee-only coverage, or current and new employees who qualify for single health insurance coverage and decline coverage, shall receive a one thousand five hundred dollar (\$1,500) annual payment per full policy year at the beginning of each policy year. This election must be made within thirty (30) days of first employment (or the date the participant becomes eligible for coverage under the Medical Plan, if later) and before January 1 of each year thereafter. Once an election is made, it cannot be changed for the remainder of that calendar year unless the participant has a qualifying change in family status. In such a case of a qualifying change during the calendar year, the City will make a prorated payment for the remainder of the policy year beginning the first of the next month or on the date they qualify for coverage.

Section 22.2. Life Insurance

The Employer will continue to pay the premium for a ten thousand dollar (\$10,000.00) term life insurance policy during the term of this Agreement.

Section 22.3. Pension

The Employer shall continue to contribute on behalf of the employees to the Police Pension Fund in the amount the Employer is required to contribute by State Statute.

Section 22.4. Cafeteria or "125 Employee Benefit" Plan

The Employer shall implement a Cafeteria or 125 employee benefit plan for all bargaining unit members who wish to participate on a voluntary basis. This plan shall be offered at no cost to employees other than whatever contribution, if any, he/she wishes to contribute.

Section 22.5.

If any group of City employees receives City-provided health insurance which includes better coverage and/or less cost, the members of this bargaining unit will receive the same coverage and/or costs.

Section 22.6. 115 Trust Program

1. **Purpose.** To provide a retirement healthcare funding plan (RHFP) to all represented full-time City employees and the employees' beneficiaries in accordance with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"). The RHFP provides the employee an opportunity to build a tax free investment fund to pay for medical qualified expenses post-employment with the City to include, but not be limited to, insurance premiums, co-pays, prescriptions, and deductibles.
2. **Scope.** This policy applies to all full-time represented employees. Employees hired after July 5, 2016 are hereby entered into this program. Employees hired prior to July 5, 2016 were provided a one-time, lifetime opportunity to opt out of this employee benefit program. That opt out opportunity expired on July 5, 2016.
3. **Practice.** The RHFP is hereby referred to as a 115 Trust Program for our full-time certified employees.

The designated contact for this plan is the Accounting Administrator/City Treasurer. The City's plan is administered by the Illinois Public Pension Fund Association (IPPPFA) benefits.

The details of this program are as follows:

- (a) A terminating full-time employee with more than four years of service will defer seventy-five (75) percent of unused sick leave, one hundred (100) percent of unused vacation time, one hundred (100) percent of unused personal time, and one hundred (100) percent of unused accumulated time

due (compensatory time) into the City's adopted post-employment healthcare plan.

- (b) Unused personal leave at the end of the calendar year and accumulated sick time in excess of nine hundred sixty (960) hours will be put in the employee's post-employment healthcare plan account after they have reached four years of full-time service.
- (c) Unused vacation time in excess of the respective employee's carryover limits, at the end of the calendar year, must be put in the employee's post-employment healthcare plan account.
- (d) Employee contributions shall be made on a pre-tax basis.
- (e) Employee contributions shall be made pursuant to the following schedule:

At the completion of 4 years of service.....	½% of employee's pay
After 8 years.....	1% of employee's pay
After 12 years.....	1 ½% of employee's pay
After 16 years.....	2% of employee's pay
After 20 years.....	2 ½% of employee's pay
After 25 years.....	3% of employee's pay

ARTICLE 23 - HOLIDAYS

Section 23.1. Observed Holidays

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

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

Section 23.2. Holiday Pay

Holiday Pay will be calculated based on 00:00 of the holiday expiring at 23:59 of the same holiday. When an employee's regularly scheduled workday falls on the actual day of a holiday, he shall receive one-half (1/2) times the hourly rate for hours worked on the holiday in addition to his regular pay. When an employee is called in from his regular day off on the actual day of a holiday, he shall be paid at the rate of two (2) times his regular pay for all holiday hours worked in addition to his regular pay. An employee may elect to receive compensatory time in lieu of payment for working on a holiday for the compensated time in excess of scheduled hours. The election must be

made at the time the hours are worked. Officers working hire back will receive one and one-half (1 ½) rate of pay for hours worked on an actual holiday. Eighty (80) hours of holiday pay for all employees covered by this Agreement have been added into base salary for the purpose of calculating salary and pension contributions. Those employees covered by this Agreement working a traditional 2080 hourly yearly schedule will continue to observe the ten (10) paid holidays off as set forth by City officials in the observance of yearly holidays.

Section 23.3. No Pyramiding

Notwithstanding anything else herein in this Agreement to the contrary, compensation shall not be paid more than once for the same hours worked under any provision of this Article or Agreement.

ARTICLE 24 - VACATIONS

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

- (a) Vacation leave for a new employee shall be calculated as follows: Eight (8) hours of time for every full month of service will be earned from the employee's date of hire to December 31 of that year up to a maximum of eighty (80) hours. These vacation days may be used at any time between the employee's first year anniversary date and December 31 for the year following hire subject to the employee's right of carry-over. Thereafter, calculation of vacation days shall be based on the calendar year.
- (b) After the first full calendar year of continuous employment, the employee is entitled to eighty (80) hours of paid vacation per calendar year to be used in the following calendar year subject to the employee's right of carry-over.
- (c) Employees in their tenth (10th) year of service or more shall be entitled to one hundred twenty (120) hours to be used in the following calendar year subject to the employee's right to carry-over.
- (d) Employees in their twentieth (20th) year of service or more shall be entitled to one hundred sixty hours (160) to be used in the

following calendar year subject to the employee's right of carry-over.

Unused vacation time may be carried over up to a 200 hour cap, or five (5) weeks, which will be the maximum amount which can be carried over into the following calendar year. Annually, once shifts are set until the end of January, employees shall be allowed to bid for vacation days by rank and then seniority (i.e. Sergeant, then officers by seniority). Each employee shall have seventy-two (72) hours to bid their vacation dates once notified by their shift Lieutenant or Sergeant. Once the seventy-two (72) hours have expired, that employee is skipped, and the next senior person can bid. If an employee is skipped, they shall be able to select at any time; however, they will be unable to select dates that have already been requested. The Employer agrees that one person, per shift, will be mandated to take the place of an employee who bids for vacation time off during this January process. The parties agree that mandates will follow the process in Section 20.13 – Hire Back. The parties agree that this provision shall not be deemed an acceptance of a practice that the City shall not mandate off duty employees to replace employees who utilize benefit time. Beyond vacation requests made during this January process, requests to schedule vacations shall be made at least five (5) days in advance and must be approved by the Chief, and shall not be unreasonably denied. Any disputes shall be resolved by the Chief and are reviewable under the grievance procedure. In lieu of canceling or denying a day off, the Employer may have a Master Patrol Officer act as Shift Commander selected from among the patrol ranks.

Those employees granted a leave of absence without pay shall have their vacation accrual prorated.

No employee shall be eligible to receive any benefits under this Article if he quit or resign from the employment of the Employer without giving two (2) weeks' notice in writing of his or her intention to resign. When an employee's service with the City is terminated following a minimum of one (1) year's employment, he shall receive compensation for the unused vacation time. Employees who voluntarily terminate their employment before one full year of employment will not be eligible for any paid vacation. Probationary employees who are discharged or requested to resign by the City before their first anniversary of employment shall receive payment for any vacation days which they have accrued.

ARTICLE 25 - GENERAL PROVISIONS

Section 25.1. Representatives

Authorized representatives of the National or State Lodge or Labor Council shall be permitted to visit the Department during working hours to talk with officers of the Local Lodge and/or representatives of the Employer concerning matters covered by this Agreement.

Section 25.2. Access to Records

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

Section 25.3. Replacement Costs

The Employer agrees to repair or replace as necessary an Officer's eyeglasses, contact lenses, prescription sunglasses, and watches (up to a value of fifty dollars (\$50.00), or other items of personal equipment, if such are damaged or broken, if during the course of the employee's duties the employee is required to exert physical force or is attacked by another person. The incident must be documented with the Officer's immediate supervisor.

Section 25.4. Residency

Employees shall be required to reside within thirty (30) miles of the City limits of Effingham.

Section 25.5. Pension Pickup

The Employer shall "pick up" Officer's police pension contributions in accordance with applicable Internal Revenue Service (IRS) provisions.

Section 25.6. Educational Pay

Budget permitting, bargaining unit employees may be reimbursed for courses taken, or training in, subjects relating to their work or which will be of benefit in the City's service. The City will reimburse one hundred percent (100%) of the tuition costs of a completed course, if the employee has received a minimum (C) grade for the course. Written approval of City Form #24 for a course must be received from the Chief and City Administrator prior to enrollment to be eligible for tuition reimbursement. The employee must also sign a promissory note promising to pay the City for the entire tuition reimbursement amount should the employee fail for any reason to remain

employed by the City for a period of one (1) year after payment of the tuition reimbursement sum. Courses required by the City of Effingham will be paid for by the City.

Section 25.7. Video/Audio Notification

The City shall inform employees about cameras in the Police Department, including their location and which cameras have audio. The above shall not apply should the placement of a camera be pursuant to the investigation of a formal complaint or criminal investigation. The review of video and audio shall not be for the sole purpose of finding policy violations by employees, but employees are subject to disciplinary action, up to and including termination, when supervision finds policy violations in the normal course of reviewing cameras.

ARTICLE 26 - SAVINGS PROVISION-PARTIAL INVALIDITY

Section 26.1. Savings Provision

None of the foregoing shall be construed as requiring either party to do anything inconsistent with Federal or State law, or local ordinance or the final order or judgment of any court having jurisdiction over the parties.

Section 26.2. Partial Invalidity

If any provision of this Agreement should be rendered or declared invalid and unenforceable by any court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the parties agree immediately to negotiate alternative language to substitute for the invalidated provision.

ARTICLE 27 - ENTIRE AGREEMENT

Section 27.1. Entire Agreement

This Agreement expresses and contains the full agreement of the parties on any matter properly subject to collective bargaining between them and concludes the bargaining on any subject between the parties for the term of this Agreement.

Section 27.2. Amendment

This Agreement may be amended by the mutual written agreement of the parties and shall then become part of this Agreement.

ARTICLE 28 - EMPLOYEE TESTING

Section 28.1. Policy

It is the policy of City of Effingham that the public has the reasonable right to expect persons employed by the City of Effingham to be free from the effects of drugs and alcohol. The City of Effingham, as the Employer, has the right to expect its employees to report for work fit and able for duty. The purpose of this policy shall be achieved in such manner as not to violate any established rights of the Officers. It is specifically agreed that no alcohol will be consumed by an employee not less than eight (8) hours before reporting to work for a scheduled shift unless specifically approved by the City due to specific unusual circumstances.

Section 28.2. Prohibitions

Officers shall be prohibited from:

- (a) consuming or possessing alcohol (unless in accordance with duty requirements) or illegal drugs at any time during the work day or anywhere on any City of Effingham premises or job sites, including all City of Effingham buildings;
- (b) illegally selling, purchasing or delivering any illegal drug during the work day or on the Employer's premises; and
- (c) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Section 28.3. Drug and Alcohol Testing Permitted

Where the Employer has reasonable suspicion to believe that an Officer is then under the influence of alcohol or illegal drugs during the course of the work day, the Employer shall have the right to require the Officer to submit to alcohol or drug testing as set forth in this Agreement. There shall be no random or unit-wide testing of Officers, except random testing of an individual Officer as authorized in Section 28.8 below. The foregoing shall not limit the right of the Employer to conduct such tests as it may deem appropriate for persons seeking employment as Police Officers prior to their date of hire.

Section 28.4. Order to Submit to Testing

Within twenty-four (24) hours of the time an officer is ordered to submit to testing authorized by this Agreement, the Employer shall provide the Officer with a

written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The Officer shall be permitted to consult with a representative of the Labor Council at the time the order is given. No questioning of the Officer shall be conducted without first affording the Officer the right to Labor Council representation and/or legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the Officer's taking of the test shall not be construed as a waiver of any objection or rights that they may have.

Section 28.5. Tests to be Conducted

In conducting the testing authorized by this Agreement, the Employer shall:

- (a) Use only a forensic laboratory or hospital facility that meets the standards of Subpart C of the mandatory guidelines for Federal Workplace Drug Testing Programs. Such laboratories are certified under the National Laboratory Certification Program (NLCP). In addition, the laboratory must be accredited by the College of American Pathologists (CAP).

The "certified" laboratory in Illinois is Quest Diagnostics in Schaumburg. Specimens may be collected at a local site approved by Quest, and then sent to Quest for analysis.

Additionally, alcohol testing will be conducted at an alcohol testing site in compliance with the requirements of a U.S. Department of Transportation alcohol testing site.

- (b) Establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result. No Officer covered by this Agreement shall be permitted at any time to become a part of such chain of custody.
- (c) Collect a sufficient sample of the same bodily fluid or material from an Officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the Officer.
- (d) Collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration.

- (e) Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
- (f) Provide the Officer tested with an opportunity to have the additional sample tested by a forensic laboratory of the Officer's own choosing, at the Officer's own expense, provided the Officer notifies the Employer within seventy-two (72) hours of receiving the results of the tests.
- (g) Require that the laboratory report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the Employer will not use such information in any manner or forum adverse to the officer's interests.
- (h) Require that with regard to alcohol testing, for the purpose of determining whether the Officer is under the influence of alcohol, test results that show an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive. (Note: the foregoing standard shall not preclude the Employer from attempting to show that test results between .00 and .04 demonstrate that the Officer was under the influence, but the Employer shall bear the burden of proof in such cases).
- (i) Provide each Officer tested with a copy of all information and reports received by the Employer in connection with the testing and the results.
- (j) Ensure that no Officer is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 28.6. Right to Contest

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

Section 28.7. Voluntary Requests for Assistance

The Employer shall take no adverse employment action against an Officer who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Employer may require reassignment of the Officer with pay if a position is available if he is then unfit for duty in his current assignment. If a position is unavailable, he may be suspended without pay until fit to return to work. The Employer shall make available through any Employee Assistance Program (EAP) a means by which the Officer may obtain referrals and treatment. All such requests shall be confidential, and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the Officer's interests, except reassignment as described above.

Section 28.8. Discipline

In the first instance that an Officer tests positive on both the initial and the confirmatory test for drugs or is found to be under the influence of alcohol or drugs, and all Officers who voluntarily seek assistance with alcohol or drug related problems, shall not be subject to any disciplinary or other adverse employment action by the Employer.

The foregoing is conditioned upon:

- (a) The Officer agreeing to appropriate treatment as determined by the physician(s) involved;
- (b) The Officer discontinues his use of illegal drugs or abuse of alcohol;

- (c) The Officer completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve months;
- (d) The Officer agrees to submit to random testing during hours of work during the period of "after-care".

Officers who do not agree to or who do not act in accordance with the foregoing, or who test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be discharged.

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

Section 28.9. Mandatory Testing

The Union and Employer recognize that per 50 ILCS 727/1-25, any employee recognized by this Agreement shall be ordered to submit to drug and alcohol testing should they, during the performance of his or her official duties, discharge his or her firearm causing injury or death to a person or persons. The testing shall be done no later than the end of the employee's shift. The Union and Employer also agree to follow Article 28 of this Agreement for any drug and alcohol testing specified above.

ARTICLE 29 - DURATION

Section 29.1. Term of Agreement

This Agreement shall be effective from May 1, 2022, and shall remain in full force and effect until April 30, 2025. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party at least sixty (60) days prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 29.2. Continuing Effect

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

Section 29.3. Re-opener

The parties agree that if either side decides to reopen negotiations making any changes in the Agreement, the moving party may so notify the other at least sixty (60) days prior to the expiration of this Agreement or the extension thereof. In the event such notice to negotiate is given, then the parties meet not later than ten (10) days after the date of receipt of such notice, or at such reasonable times as are agreeable to both parties for the purposes of negotiation.

All notices provided for in this Agreement shall be served upon the other party by Certified mail, return receipt requested. Any impasses at said negotiations shall be resolved by invoking the procedures of Section 14 of the Illinois Public Labor Relations Act.

SIGNATURES

In witness whereof, the parties hereto have affixed their signatures this ____ day of _____, 2022.

FOR THE EMPLOYER:

FOR THE LABOR COUNCIL:

Mayor

F.O.P. #209 Bargaining Committee

City Clerk

F.O.P. #209 Bargaining Committee

F.O.P. #209 Bargaining Committee

(SEAL)

Illinois F.O.P. Labor Council

APPENDIX A - DUES AUTHORIZATION FORM

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

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

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

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____
Personal E-mail: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

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

(217) 698-9433

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

APPENDIX B – INSURANCE

For the period from July 1, 2022 to June 30, 2023 only.

1) Deductible:

Traditional Base Individual \$1250.00 In Network/\$2500.00 Out

Traditional Base Family: \$3750.00 In Network/\$7500.00 Out

Traditional Individual: \$500.00 In Network/\$1500.00 Out

Traditional Family: \$1000.00 In Network/\$3000.00 Out

HSA Option: Individual: \$2800.00 In Network/\$5200.00 Out

HSA Option: Family: \$5600.00 In Network/\$10,400.00 Out

2) Maximum PPO Out of Pocket Limits

Traditional Base Individual: \$1750.00 In Network/\$3500.00 Out

Traditional Base Family: \$5250.00 In Network/\$10,500.00 Out

Traditional Individual: \$1000.00 In Network/\$3000.00 Out

Traditional Family: \$2000.00 In Network/\$6000.00 Out

HSA Option: Individual: \$2800.00 In Network/\$10,400.00 Out

HSA Option: Family: \$5600.00 In Network/\$20,800.00 Out

3) Primary Care Office Visit:

Traditional Base: \$20.00

Traditional: \$20.00

HSA Option: Subject to Deductible

4) Specialist Office Visit:

Traditional Base: \$40.00

Traditional Base: \$40.00

HSA Option: Subject to Deductible

Current Prescription Drug Plan

Retail-30 day supply

- Generic-Ded 100/0 if traditional plan, \$10.00
- Name Brand Formulary-Ded 100/0 if traditional plan, \$40.00
- Name Brand Non-Formulary-Ded 100/0 if traditional plan, \$60.00

Mail Order-90 day supply

- Generic-Ded 100/0 if traditional plan, \$20.00
- Name Brand Formulary-Ded 100/0 if traditional plan, \$80.00

- Name Brand Non-Formulary-Ded 100/0 if traditional plan, \$120.00
- 5) Active employee cost-sharing premium-
Current conventional monthly insurance premiums provided by provider. (Does not include Medicare Primary premium)
- Single Coverage-Caps outlined in Article 22.1
 - Family Coverages-Caps outlined in Article 22.1

Retiree premiums would remain unchanged.



APPENDIX C - GRIEVANCE FORM
(use additional sheets where necessary)

Lodge No. / Year / Grievance No.

Date Filed: _____
Department: _____

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

STEP ONE

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

Remedy Sought: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative



TUITION REIMBURSEMENT APPLICATION

**FORM #24
PAGE 1**

Instructions: This form shall be submitted to and approved by the employee's department head and the City Administrator prior to the employee enrolling in the course(s). The employee hereby affirms the course(s) taken is directly related to the employee's work with the City and it will benefit the City of Effingham.

Employee Name: _____

Employee Department: _____

Course(s) Requested: _____

Date of Anticipated Course Completion: _____

Total Anticipated Tuition Cost(s): _____

The undersigned hereby understands and agrees that a reimbursement, if authorized, will only be provided for approved course(s) for which the applicant receives a minimum (C) grade for the course(s) and after receiving said reimbursement, the employee shall remain in the employment of the City for at least one (1) year or the employee will be required to pay back all of the tuition costs paid for by the City per Policy Number 4.15 and in accordance with the promissory note I have been required to sign as a condition of receiving tuition reimbursement.

Applicant Signature

Date of Request

_____ Approved by Department Head

_____ Denied by Department Head

_____ Approved by City Administrator

_____ Denied by City Administrator

Department Head Signature

Date

City Administrator Signature

Date