

AN AGREEMENT BY

AND BETWEEN

THE CITY OF BATAVIA

AND

THE ILLINOIS FRATERNAL ORDER
OF POLICE, LODGE #224
(POLICE SERGEANTS)

JANUARY 1, 2015 THROUGH DECEMBER 31, 2017

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PREAMBLE

This Agreement is entered into by and between the City of Batavia, an Illinois municipal corporation (hereinafter referred to as the "Employer") and the Illinois Fraternal Order of Police Labor Council representing Fraternal Order of Police Lodge #224 (hereinafter referred to as the Council).

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Council, in the best interest of the Employer and Council Members collectively, and to make clear the basic terms upon which such relationship depends. In the absence of a contract provision(s) addressing an issue(s), it is agreed that consistent with the Management Rights Article, written City and Department policy will prevail. It is the intent of the parties to work together and to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as adjust misunderstanding and grievances relating to employees' wage, hours and work conditions.

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

ARTICLE I RECOGNITION

The Employer hereby recognizes the Council as the sole and exclusive collective bargaining representative for the purpose of collective bargaining in matters relating to wages, hours, and other terms and conditions of employment of all employees in the bargaining unit.

The bargaining unit shall include:

All sworn peace officers in the rank of Sergeant employed by the City of Batavia in its police department.

Excluded: All sworn peace officers in the rank of Patrolman, Deputy Police Chief, and Police Chief; all civilian employees of the police department; all supervisory, managerial and confidential employees; and short-term employees as defined by the Act; all elected officials and all other employees of the City of Batavia.

ARTICLE II DUES DEDUCTION AND FAIR SHARE

Upon receipt of proper written authorization from the employee, the City shall deduct in equal installments each pay period Council dues in the amount certified by the Council from the pay of all officers covered by this Agreement who authorize such deductions in writing. Such money shall be remitted to the Illinois FOP Labor Council within thirty (30) days after

deductions. Such deductions will be terminated on the employee's written request to both the employer and the Council.

With respect to an officer from whom the City has not received a written authorization, or who revokes a previously executed authorization, the City shall deduct a fair share fee, including any past due amount, and forward the amount deducted to the Illinois FOP Labor Council in the same manner and at the same time as dues are remitted. Such fair share deductions shall commence with the month following the month in which the Council notifies the City an employee is obligated to pay the fair share fee.

Fair share fees shall not exceed the cost of dues paid by members of the Council. Such fair share fees shall be calculated and deducted in a manner consistent with the requirements established by the United States Supreme Court in Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payers. Employee claims or disputes concerning fair share fees, including but not limited to those based upon bona fide religious tenets or teachings, shall be processed and resolved through the procedures established by the Illinois State Labor Relations Board.

The Council shall indemnify and hold the City harmless from any and all liability arising out of its compliance with this provision.

ARTICLE III NON-DISCRIMINATION

Section 1: Non-discrimination.

Neither the Employer nor the Council shall discriminate against any employee in a manner, which would violate any applicable law because of race, creed, color, national origin, age, sex, or disability.

Section 2: Council Membership.

Neither the Employer nor the Council shall interfere with the rights of employees to become or refuse to become members of the Lodge, and there shall be no discrimination against any employee because of Council membership or non-membership activity or status. The Council recognizes its responsibility as a bargaining agent and agrees to represent fairly all employees in the bargaining unit.

Section 3: Grievance Remedies.

Any employee asserting a violation of Section 1 of this Article may process their grievance up to, but not including binding arbitration. Employees dissatisfied with the disposition of their grievance under this Article may seek redress before the appropriate administrative agency or appropriate court. Any employee asserting a violation of Section 2 of this Article may process their grievance through the arbitration process, which shall be binding on all parties.

Section 4: Use of Masculine Pronoun.

The use of the masculine pronoun in this Agreement is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

Section 5: Americans with Disability Act.

During the term of this Agreement the parties agree to modify this Agreement in any way necessary to conform with the provisions of the Americans with Disability Act.

ARTICLE IV
MANAGEMENT RIGHTS

Except as specifically limited by the express written provisions of this Agreement, the Employer retains all traditional rights to manage and direct the affairs of the Employer in all of its various aspects and to manage and direct its employees, including but not limited to: to plan, direct, control and determine the budget and all the operations, services and mission of the Employer; to supervise and direct the work force; to establish qualifications for employment and to employ employees; to establish specialty positions and select personnel to fill them; to establish work standards and from time to time to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services shall be purchased; to make, alter and enforce rules, regulations, orders, policies and procedures; to evaluate employees; to discipline, suspend and discharge employees for just cause, probationary employees without cause; to change or eliminate existing methods, equipment or facilities or to introduce new ones; to determine training needs; to establish work hours (shifts); to determine internal investigative procedures; to take any and all actions as may be necessary to carry out the mission of the Employer and its Police Department in the event of civil emergency, riots, civil disorders, or natural disasters as may be declared by the Mayor or his authorized designee, to the extent that it does not violate the express written provisions of this Agreement.

ARTICLE V
NO STRIKE/NO LOCK OUT

Section 1: No Strike.

During the term of this Agreement, neither the Council nor any of its agents shall authorize, institute, aid, condone, or engage in a slowdown, work stoppage, refusal to cross picket line, strike or other interference with the work and statutory functions or obligations of the Employer.

Section 2: Council Obligations.

The Council agrees to notify all employees in the bargaining unit of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption, which may be caused or initiated by others, and to encourage employees violating this Section of the Agreement to return to work.

Upon compliance with the provisions of this Section neither the Council nor any of its agents or representatives shall be liable for the actions of employees who violate this Article.

Section 3: No Lock Out.

The Employer shall not lock out any employee during the term of this Agreement as a result of a labor dispute.

Section 4: Discipline of Participants.

The Employer may discipline or discharge any employee, in accordance with the procedures of the Board of Fire and Police Commission, who violates Section 1 of this Article, or who fails to carry out his/her responsibilities under Section 2, above.

Section 5: Appeals.

The parties agree that any grievance filed in regard to this Article shall be limited to whether or not the employee violated this Article, but shall not directly deal with any disciplinary actions taken.

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

ARTICLE VI
RESOLUTION OF IMPASSE

The resolution of any bargaining impasse shall be in accordance with the provisions of Section 315/14 of the Illinois Public Labor Relations Act; or as otherwise mutually agreed to by the parties.

ARTICLE VII
BILL OF RIGHTS

Section 1: Rights.

The City shall afford all employees covered by this agreement with the protection of the Uniform Peace Officer's Disciplinary Act (50 ILCS 725/1 through 725/7) now and as amended in the future.

The parties recognize that complaints against officers should be investigated impartially and as quickly as possible so as to insure that police services are being delivered properly to the citizens of Batavia and to avoid placing undue stress on the employees being investigated, particularly those who continue to perform their duties during the period of investigation.

The Employer agrees to give the employee notice that an internal or external complaint has been made against him/her as long as doing so will not interfere with the investigation of the complaint. At the conclusion of the investigation, the employee shall be informed of the outcome.

In addition the employees shall be afforded the following rights:

Section 2: Non-Disclosure.

No employee in the bargaining unit shall be required or requested to disclose any item of his property, income, assets, source of income, debts or personal or domestic expenditures (including those of any member of his family or household) except as such disclosure may relate to an investigation of a possible conflict of interest with respect to the employee's performance of his duties, or to show compliance with the provisions of 5 ILCS 345/1 et seq., Illinois Compiled Statutes, or as may be required by other law.

Section 3: Maintenance of Benefits.

If any employee covered by this Agreement is charged by complaint or indictment to have violated any provision of a criminal code, he shall be entitled to all wages and other benefits provided for in the Agreement until such time as formal charges are filed with the Board of Fire and Police Commission, and a decision has been rendered.

Any employee may be relieved of duty, but shall continue to receive all ordinary pay and benefits, as he would have if he were not charged.

Section 4: Photo and Statement Dissemination.

Once an employee has come under investigation or formal charges have been filed against him, no photograph or public statement naming that officer explicitly shall be made available by the Employer to the media prior to a conviction for criminal offense or prior to a decision by the Board of Fire and Police Commission or the courts.

Section 5: Chemical Testing.

Testing Permitted: Employer may require an employee to submit to urine and/or blood tests if at least one police department representative of the Employer (non-bargaining unit members) determine there is reasonable suspicion for such testing, and provides the employee with the basis for such suspicion in writing before the test is administered. Employees shall be tested for no other reason and there shall be no random testing of an employee or employees.

As a basis of confirming a pre-chemical test suspicion that an employee is under the influence of alcohol, the Employer may, after providing the employee with the required written basis for the suspicion, require a breath analyzer test. Only a state qualified operator, who is certified on a breath analyzer device, shall conduct such test in the presence of a command officer. The results of any breath analyzer test shall not be used as the basis of disciplinary action, nor shall it be used as one of

the two laboratory tests required to confirm substance misuse.

Testing Procedure: The Employer shall:

- A. Use only clinical laboratories licensed to perform such tests and obtain samples pursuant to the Illinois Clinical Laboratory Act;
- B. Be responsible for maintaining the proper chain of custody that insures the integrity of both collection of test samples and the test procedure.
- C. Assure that the taking of urine samples shall not be witnessed, unless there is reasonable suspicion to believe that the employee is tampering with the testing procedure; or if a "clean" room cannot be provided at the facility where such sample is to be taken, then a medical professional of the same sex may witness the sample collection;
- D. Collect sufficient sample as to provide an initial test and confirmatory test, and to set aside a reserve sample for the employee to have tested independently at a later time.

If the first test results in a positive finding, a confirmatory test (either GC/MS or a scientifically accurate equivalent) shall be conducted. If the initial test result is negative, no further testing shall be conducted and no adverse action shall be taken against an employee.

Test Results: An initial positive test result shall not be used to discipline the employee unless and until a second confirmatory test result is also positive as to the same sample. A copy of all test results shall be made available to the employee. Only clinically recognized concentration levels in the bodily fluid shall be used to determine a positive test result (e.g. 10 grams of alcohol per 100 milliliters of blood).

The first time an employee tests positive on both the initial and the confirmatory test the employee may receive, as part of any action:

- A. Required entry into an appropriate treatment program;
- B. The employee discontinues his use or abuse of drugs or alcohol.
- C. The employee successfully completes the prescribed treatment program, including any "after care" treatment
- D. The employee agrees to submit to random testing during working hours for a period of up to twelve (12) months from the date of the confirmatory test.

Employees who refuse to agree to the foregoing, or who subsequently test positive, may be subject to additional discipline, up to and including discharge.

1) Voluntary Requests for Assistance: The Employer shall take no adverse action against an employee who voluntarily seeks treatment or counseling. The Employer shall assist an employee seeking assistance by making available means by which referrals or treatment may be obtained (Employee Assistance Program). Such assistance shall be obtained at the employee's expense.

2) Right to Counsel and Grieve: The Council and/or an employee, with or without the Council, shall have the right to file a grievance concerning any testing permitted by this Agreement, in which the basis for the testing, the administration of the test, the accuracy of the tests, the results of such tests, and/or other alleged violations of this Agreement.

Any employee who is ordered to submit to testing shall have the right to contact a Council

representative and/or lawyer at the time such order is given, but the exercise of this right shall not delay the test by more than 1 hour.

ARTICLE VIII SAFETY ISSUES

The parties agree to meet as necessary to discuss safety issues, which may be the topic of a Labor-Management Conference. The resulting recommendations of such meetings shall be jointly submitted to the Employer or its designee.

No employee shall be required to use any equipment that has been determined by the Council and the Employer as being in a defective or disabling condition until such time as the condition is corrected.

ARTICLE IX EMPLOYEE SECURITY

Section 1: Just Cause Standard.

No employee covered by the terms of this Agreement shall be suspended, relieved of duty, disciplined in any manner or discharged without just cause. Except that probationary officers are subject to dismissal without cause.

Section 2: Personnel Files.

The Employer's personnel files, disciplinary history and investigative files (except pending investigations), including all closed administrative and/or criminal files and files or documents related to performance and promotional evaluations, recommendations and assessments, relating to any employee covered by this Agreement shall be available for inspection by the employee, or Council representatives authorized by the employee during business hours and upon reasonable notification of such request. The Employer may redact the names of persons making evaluations, recommendations and/or assessments related to the promotional process prior to making the same available for inspection.

While the City reserves the right to take into consideration the totality of an employee's employment history when making personnel decisions, the length of time between disciplinary issues will be given proper consideration before further discipline is issued. Nothing in this section shall be construed to limit the City's authority under the Management Rights Article of this agreement.

Section 3: Rights to Copies and Rebuttals.

An employee shall be entitled to a copy of any material contained in said files, except information regarding reference checks, responses or information, which was provided with the specific request that it remain confidential.

In the event that the employee's files contain adverse material, then the employee shall be notified of the existence of said material, and shall have the right to have placed in the file a written

rebuttal to the adverse material. Absent extenuating circumstances (e.g. new relevant information comes to light), the employee shall be given thirty (30) calendar days from the date of notification of the existence of said adverse material to file the rebuttal.

Section 4: Destruction of Material.

Any information of an adverse nature, which is unfounded, exonerated or otherwise not sustained shall not be maintained in any personnel file, nor used against any employee in any future proceeding.

Section 5: Requirement for Signed Internal Complaint.

No employee will be required to write a report to the Employer on any complaint directed against him by persons in or outside the Police Department, unless said persons reduce that complaint to writing to include any accusations against the employee, and affix their name thereto. Prior to any report having to be written by an employee, they will be furnished with a copy of said signed complaint. Nothing in this section shall modify or delete any of the provisions of the Bill of Rights section of the Agreement.

ARTICLE X F.O.P. REPRESENTATIVES

Section 1: Grievance Processing.

Reasonable time while on duty shall be granted to a designated Council representative for the purpose of aiding, assisting or otherwise representing employees in the handling and processing of grievances, or exercising other rights set forth in this Agreement, and shall be without loss of pay. Grievance processing will never be conducted in such a manner so as to cause disruption in police services or in a manner so as to create a burden on other shift personnel.

Section 2: Council Negotiating Team.

Members designated as being on the Council negotiating team shall be excused from their regular duties, with pay, for the purpose of attending negotiating sessions. If a negotiating team member is on his off-duty time, or becomes off-duty during the course of the negotiating session, he shall not be compensated by the Employer for such off-duty time.

Section 3: Council Representatives.

Authorized representatives of the National, State Lodge or Labor Council shall be permitted to visit the police department during working hours to talk with employees and/or Employer representatives concerning matters covered by this Agreement. Said visits shall never be conducted in such a manner so as to cause disruption in police services or to create a burden on other shift personnel.

ARTICLE XI GRIEVANCE PROCEDURE

Section 1: Definition.

A grievance is defined as a dispute or difference of opinion raised by an employee or the Council against the Employer involving an alleged violation of the meaning, interpretation or application of the provisions of this Agreement. Any employee shall have the right to file a grievance on his own behalf. The Council may only file grievances when the subject matter of the grievance directly or indirectly affects the entire bargaining unit. Discipline matters up to and including a twenty-four (24) five (5) day suspension shall not be subject to review under the grievance procedure. Discipline of a twenty-five (25) day suspension of more than five (5) days or more, up to and including termination, shall be subject to either the grievance procedure or the rules and regulations of the Fire and Police Commission, according to Article XXVI - General Provisions, Section 11 - Discipline Procedures.

Section 2: Procedure.

The parties acknowledge that it is usually most desirable for an employee and his supervisor to resolve problems through free and informal communications prior to utilizing the grievance procedure. If, however, the informal process does not resolve the matter, a formal grievance may be processed. The written grievance shall be submitted directly to the person specified in the grievance step, or to his non-bargaining unit designee.

Step 1. Mandatory Pre Grievance Conference. The Chief of Police shall host a mandatory pre-grievance conference whenever an employee indicates that they are about to file a grievance as described in this Article. The purpose of the conference shall be to make a last attempt to resolve the issue prior to the commencement of the formal grievance process. The conference will be attended by the Chief of Police, the grievant, Union representation if desired, and any additional staff the Chief of Police requests to be present. The confirmation of the date by letter, fax or email of a pre-grievance conference shall freeze the time limit for filing the grievance. If the grievance is not resolved at the conference, the time for the filing of the grievance resume on the calendar day after the meeting. The parties shall agree on the time limit at the pre-grievance conference, and may modify it by agreement.

Step 2. Deputy Chief. Any employee and/or Council representative, who has a grievance shall submit the grievance in writing to his Deputy Chief, specifically indicating that it is a grievance under the terms of the Agreement. The grievance shall contain a complete statement of the facts and circumstances, the provision(s) of the Agreement alleged to have been violated, and the relief sought. The grievance shall be filed on the form attached to this Agreement and labeled Appendix I. All grievances shall be filed within twenty (20) calendar days from the date of the occurrence which gave rise to the alleged violation, or twenty (20) days from the date from which the grievant should have become aware of the circumstances which led to the alleged violation. The Deputy Chief shall investigate the grievance and, if he deems necessary shall offer to discuss the grievance with the grievant and/or the Council at a mutually agreed upon time. Thereafter the Deputy Chief shall render a written response to the grievant within ten (10) days after receipt of the

grievance.

Step 3. Appeal to Chief. If the grievance is not settled at Step 1, and the grievant and/or the Council wishes to appeal the decision to Step 2, the grievance shall be submitted in writing to the Chief of Police within ten (10) calendar days after receipt of the response at Step 1. The grievance shall set forth the facts and circumstances and shall state the reason for believing that the grievance was improperly denied at Step 1. The Chief of Police shall then investigate the grievance, and may hold a discussion with the involved parties if he deems it necessary. The Chief shall respond to the grievance, in writing, ten (10) days after its receipt.

Step 4. Appeal to City Administrator. If the grievance is not settled at Step 2, and the grievant and/or the Council wishes to appeal the grievance, it may refer the matter to the Administrator within ten (10) calendar days of the receipt of the Chief's response at Step 2. The Administrator shall investigate the grievance, and shall convene a meeting with the employee and/or Council representatives at a mutually agreed time and date. The Administrator shall render a written decision within ten (10) days of the meeting.

Step 5. Arbitration. If the grievance is not settled at the City Administrator's level, the Council may refer the grievance to arbitration by giving written notice to the Administrator within the ten (10) working days after receipt of the answer at Step 4. The arbitration shall proceed in the following manner:

- A. The parties shall attempt to agree on an arbitrator within five (5) workdays after receipt of the notice of request for arbitration. In the event that no agreement is made the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven (7) arbitrators, all of who are members of the National Academy of Arbitrators. The Employer and the Council each have the right to reject one entire panel and request that a new panel be submitted. Thereafter the parties shall each rank the panel members in order of preference (#1 being most preferable, and so on) and shall then exchange their respective rankings. The arbitrator with the least total number value shall then be selected.
- B. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question(s) of fact as to whether there has been a violation of this Agreement. The arbitrator shall be empowered to determine the issue(s) raised by the grievance, and shall make a decision or award accordingly. The arbitrator shall have no authority to make a decision on any issue not submitted or raised, and shall further be without power to make any decision or award which is contrary to any applicable laws, or rules and regulations of an administrative body (other than the municipality's) that have the force and effect of law. Any decision and/or award of the arbitrator rendered in resolution of the grievance shall be final and binding upon all of the parties and employees covered by this Agreement.
- C. The fees and expenses of the arbitrator and the cost of a court reporter, if any,

shall be divided equally between the Employer and the Council; provided, that each party shall be responsible for the cost of their own requested transcript and the compensation of its own representatives and witnesses.

- D. The arbitrator shall submit his written decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

Section 3: Miscellaneous.

A. No grievance need be processed if it is not submitted within the time limits set forth in each Step. If the grievant and/or the Council fail to submit or move a grievance to the next Step, then it may be deemed as void or denied based on the Employer's last response. If the Employer fails to respond at any Step, then the grievance may be deemed to have been denied and may move to the next Step; however, the Employer must submit a written response at Steps 3 and 4. Nothing contained in the Article or Agreement shall preclude the parties from mutually extending the time limits at any Step of the grievance procedure.

All grievances and investigations shall take place at mutually agreed upon times and places. Any employee who is required to attend such investigation, discussion or meeting while on duty shall be allowed to do so as part of his workday, and shall continue to receive compensation while in an on-duty status.

At the time of filing, the grievance shall be presented to the Chief of Police, solely for the purpose of determining whether the grievance procedure should begin at the Commander, Chief, or City Administrator level. The Chief shall have seven (7) calendar days to determine the appropriate start level.

ARTICLE XII LAYOFFS AND RECALL

The parties agree that layoffs of any member of the bargaining unit shall be determined by seniority and in accordance with 5/10-2.1-18 of the Illinois Compiled Statutes.

Employees on a layoff shall be placed on a two (2) year recall list, and shall be recalled in the inverse order in which they were laid off.

ARTICLE XIII INDEMNIFICATION

The Employer and the Council agree that employees will be indemnified for their action according to 65 ILCS 5/1-4-6 of the Illinois Compiled Statutes. Employees shall be provided with legal counsel by the Employer in any civil action brought on or resulting out of the performance of their duties and while acting within the scope of their employment.

ARTICLE XIV
LABOR-MANAGEMENT CONFERENCES

The Council and the Employer agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between representatives of the Council and responsible administrative representatives of the Employer. Accordingly, the parties agree that such meetings will be held, upon the request of either party, to discuss:

- A. The implementation and general administration of this Agreement;
- B. The sharing of general information of interest to the parties;
- C. Safety Issues;
- D. Changes in non-bargaining conditions of employment contemplated by the Employer, which may affect employees.

Such conferences shall be held as necessary, at mutually agreed upon times and locations.

When absence from work is required to attend a Labor-Management Conference, Council members shall, before attending, give reasonable notice to their supervisor who shall approve the absence except in an emergency, and shall thereafter remain in a pay status during such conference. No Council member in attendance at Labor-Management Conferences, who is "off-duty," or who becomes "off-duty," during such conference shall be paid, for such off duty time.

Any final report which may be prepared by the 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 Council. Excluded from this section are correspondences to other entities reference these conference discussions, such as a correspondence from the Chief of Police to the City Council, etc.

ARTICLE XV
SENIORITY

Section 1: Definition.

Time in Grade/Rank seniority is defined as an employee's length of continuous full-time service in a particular rank/grade. Departmental seniority is defined as an employee's length of continuous full-time service as a peace officer with the employer. Grade/Rank for employees is divided into two (2) grades/ranks, in the following order:

- Sergeant; and
- Patrol Officer

Sergeant seniority shall be determined by date of promotion. Patrol Officer seniority shall be determined by their hiring date in the department.

Section 2: Application of Seniority.

Time in Grade/Rank seniority shall be used in the following areas:

- Layoffs, as provided by state law;
- Vacation selection, in accordance with departmental policy; and
- Shift selection, with permanent shifts, in accordance with departmental policy.

In the event of mandated overtime, time in grade/rank seniority shall be used in a reverse order, when no employee volunteers for the mandated overtime. In the event of a reduction of manpower, on a given day, time in grade/rank seniority shall be used in reverse order, when no employee volunteers for the reduction. Any other existing uses of seniority shall be in accordance with current accepted practices.

ARTICLE XVI BULLETIN BOARDS

The Employer shall provide the Council with a bulletin board, or necessary space on an existing bulletin board, for the posting of Council business and notices of a non-partisan political and non-inflammatory nature.

ARTICLE XVII HOURS OF WORK AND OVERTIME

Section 1: Work Day and Work Week.

All time worked in excess of the hours in the normal eight (8) hour work day and/or in excess of the normal 40 hours in a work week (Sunday through Saturday) shall be compensated at the overtime rate (as provided in 2. below). Time worked shall include vacation time, comp- time, sick time and holiday hours.

For the purposes of FLSA, in calculating the 40 hours, all compensated hours shall be counted. Notwithstanding the above provisions, Probationary officers, while undergoing State mandated training at the Police Training Academy, shall not be eligible for overtime pay or compensatory time off except as required by the federal Fair Labor Standards Act.

The normal workday shall include a thirty (30) minute meal period per tour of duty. Meal periods shall be considered out of service time during which the employee will be subject only to emergency calls. Employees shall also be allowed two (2) fifteen (15) minute breaks as long as they are not out of service and properly perform their assignments.

Failure to secure meal periods or breaks due to workload shall not entitle an employee to additional compensation or time off.

Employees shall be permitted to select their shifts by time in grade seniority. When practical, all assignment changes should be done at the same time as yearly shift selections. In the event that an assignment change takes place at a time different than shift selection, the employees that are changing assignments shall assume the position of the employee taking their assignment, until the next shift

selection. In the event of promotion, the newly promoted shall assume the place where the vacancy was opened, until the next shift selection. Vacancies that occur as a result of an employee's separation or termination from the department shall be bid for, through time in grade seniority. New employees that are released from the field-training program shall be placed on shifts as needed until the next shift selection. Scheduling to be otherwise governed by provisions of department policy. Monthly work schedules shall be posted three (3) months in advance and any changes in the monthly work schedule shall be preceded by reasonable notice to the employee, except in the case of emergency. Voluntary schedule adjustments are acceptable when approved and shall not be construed as hours worked for purposes of overtime compensation.

Section 2: Overtime Payment.

All authorized hours worked in excess of the normal work hours by reason of either an emergency or non-emergency nature shall be compensated at the rate of one and one-half (1-1/2) times their actual hourly rate of pay. All overtime shall be computed on the basis of fifteen (15) minute segments, according to FLSA rounding rules.

When an officer is attending required "out-of-town training," overtime will not be paid for lunch periods. An employee who is required to travel out of town for one day need not be paid for time spent in traveling from home to the local railroad, bus depot, or plane terminal but must be paid for all other travel time (except time spent eating while traveling). Employees who drive overnight are considered working all the time they are driving.

When an officer is voluntarily attending non-required training, the employee shall be paid for eight (8) hours at the appropriate rate.

The employee, at his option, may elect to receive compensatory time due in lieu of overtime payment. Compensatory time shall be calculated at the time and one-half (1-1/2) rate and may be accumulated to eighty (80) hours for sergeants, and one hundred and sixty (160) hours for sergeants assigned to investigations, and sergeants on special assignments, which may be carried from year to year.

Requests to use comp time of more than 4 hours, must be submitted to the immediate supervisor, in writing, at least five (5) days in advance, unless special circumstances exist. If special circumstances exist, comp time may be granted with less than five (5) days notice, with the approval of the Chief of Police or his designee.

Requests to use comp time of 4 hours or less by a sergeant shall follow the procedure described above if time permits. However, if the request is for 4 hours or less, and if time does not permit a five (5) day notice period, the sergeant requesting such time off is still expected to make a written request to his supervisor during normal work hours of the supervisor as far in advance as possible. If a sergeant wishes to take 4 hours or less of comp time, and his supervisor is not present, and it is not during his supervisor's normal work hours, he still may do so, as long as operational requirements would not be adversely affected, and he notifies his supervisor after the fact in writing.

Compensatory time off shall be granted, at the employee's request, at such times and in such time logs as are mutually agreed between the employee and his supervisor with the approval of the Chief or his designee. Permission to utilize comp time shall not be unreasonably denied, if operational requirements will not be adversely affected. Detectives shall be able to utilize comp

time on Saturdays, when good cause is given e.g. family functions, birthdays, etc. with the understanding that the operational requirement of having detectives on duty on Saturdays shall take precedence over any requests for comp time utilization.

Requests for compensatory time shall be responded to within a reasonable period of time.

When comp time off is granted the employee shall not be required to remain on stand-by status. However, if the approval of a comp time request will result in the creation of overtime compensation due to the employee's absence, the employee will be charged one and one-half (1- 1/2) hours of compensatory time due for each one (1) hour of time taken for which generation of overtime compensation (either pay or compensatory time) is incurred. Compensatory time taken during which no overtime compensation is incurred will be charged at the rate of one (1) hour for each one (1) hour of comp time used. Once the Employer has approved the rate of compensatory time, it shall not be changed except in instances of other employee vacation selections.

Employees assigned to the Investigation Division or special assignments may accumulate up to one hundred and sixty (160) hours of compensatory time due because of the nature of the work in such assignment. Upon the employee's reassignment, the employee must use all compensatory time due over and above the maximum allowable accrual level of eighty (80) hours within a six-month period.

Upon separation from the employ of the police department, the employee shall be entitled to receive pay for all accumulated compensatory time, paid at the hourly rate at separation. The Employer may choose to either carry the employee on paid status for the time so accumulated; or, may pay off the employee in one lump sum.

Section 3: Call Back.

A call back is defined as an official assignment of work, which does not continuously precede or follow an officer's regularly scheduled working hours. Employees reporting back to work, whether on a regular work day or on their day off, shall be compensated for a minimum of two (2) hours at the appropriate overtime rate or for the actual hours worked, whichever is greater.

Department designated range time that does not continuously precede or follow an officer's regularly scheduled working hours shall be considered a Call Back as described in the preceding paragraph and shall be compensated for a minimum of two (2) hours at the appropriate overtime rate or for the actual hours worked, whichever is greater.

Section 4: Court Time.

Employees covered by this Agreement, required to attend court while on their off-duty time, shall be compensated at the overtime rate, with the comp time option, with a minimum of three (3) hours.

Section 5: Standby Time.

Any time an employee is required to "standby" for court, while off-duty, the employee shall receive three (3) hours of either pay or comp time, calculated at the straight time rate. If the employer cancels the "standby" requirement at least twenty-four (24) hours prior to the commencement of the standby period, then no standby compensation will be given.

In addition to court standby, any time an employee is required by the Chief of Police or a Deputy Chief to "standby" while off-duty because of a special event, incident, etc, the employee shall receive two (2) hours of either pay or comp time, calculated at the straight time rate. If the Chief or Deputy Chief cancels the "standby" requirement at least twenty four (24) hours prior to the commencement of the standby period, then no standby compensation will be given. An employee who is "on-call" (e.g. for a specialty position) is not considered on "standby."

Section 6: On Call Time.

Any time an employee is assigned by his supervisors to be "on call" with a pager, he shall receive compensation for the "on call" assignment at the rate of four (4) comp time hours per week of "on call" assignment. Special assignment personnel (i.e. Criminal Investigators), at the discretion of their supervisor will rotate their "on call" assignments so that under normal circumstances, only one investigator will be "on call" per one week period. In the case of specialized assignments where only one employee qualifies to be on "call" (i.e. Youth Officer), that employee shall be compensated at the rate of one (1) comp time hour per week of "on call" assignment.

Section 7: No Pyramiding.

Overtime compensation will not be paid more than once for the same hours under any provision of this Article or the entire Agreement. An employee calling in sick for his regular shift shall be considered sick for the shift and the sixteen (16) hour period following the shift. During this time the officer is not to report for other duties (e.g. court, overtime details) unless the hours are contiguous to the next regular work shift.

Section 8: Overtime Opportunities.

The parties agree that overtime shall be posted and bid as follows:

- Posted Overtime: All overtime and details shall be posted in a visible spot.
- All posted overtime and details shall have the date and time posted.
- When practical, all overtime and details should be posted at 0700 hours and 1500 hours, alternating when available, to ensure equal opportunities for all shifts.
- Employees shall fill available overtime and details on a first-come, first-served basis.
- An employee can only sign up for one (1) posted shift, per sign up sheet, for the first forty-eight (48) hours that the sign up sheet is posted.
- An eight (8) hour shift can be divided into two four (4) hour shifts.
- An employee has the ability to "bump" another employee on a partially filled shift. I.E. if 8 hours are posted and only 4 hours are filled, an employee that can take the whole 8 hours can take the whole shift.
- An employee who signs up for an overtime shift or detail is responsible for finding a replacement if he/she cannot make the shift and has given less than two weeks notice.

- When a Patrol Sergeant creates overtime on the patrol schedule and no other Sergeant is working, that overtime shall be covered with another Sergeant. When no Sergeants are available the same shift OIC will be next in line, if the same shift OIC is not available any OIC shall be next in line, if no Sergeants or OICs' are available it may be necessary to order a Sergeant to cover the overtime, this will be done in reverse order of seniority.
- When an OIC is acting in a supervisory capacity and a patrol officer creates overtime, any patrol officer may fill the shift. If no patrol officer fills the vacancy, a sergeant may fill the shift. If no sergeant is available, it may be necessary to order a patrol officer in to fill the overtime need. If a sergeant fills in for a patrol officer and no other sergeant is working, the sergeant will be in charge of the shift.
- Overtime assignments arising from the Criminal Investigations Unit do not have to be posted if only worked by Detectives or the Detective Sergeant
- The Chief or his designee does not have to post patrol overtime if the event requiring additional manpower occurs 8 hours or less from the time the Chief or his designee was made aware of the event. In those cases, the chief of police or his designee, shall, at his discretion, assign select officers.
- The Chief reserves the right to put valid and reasonable prerequisite qualifications for individuals who shall be considered for an overtime assignment and reserves the right to require productivity standards and/or specific results as a condition of officers continuing to be eligible to work on a detail.

Non-Posted Overtime for Patrol Division:

The Supervisor taking the call for an absence will initiate the following procedures to fill the overtime, except when time does not permit.

Step 1: The Supervisor will contact the appropriate rank (Sgt./Ptlm) from the shift just prior to and immediately following the shift needing the replacement asking for volunteers, beginning with the most senior officer to cover the necessary hours, generally in four hour increments i.e.: hang over for four hours and come in early four hours.

Step 2: If step 1 fails to cover all the overtime, the Supervisor will then go to the voluntary call out list to fill the remaining overtime.

Step 3: If Step 2 fails to complete the needed coverage, the Supervisor will, in reverse order of department seniority, order the appropriate rank in to cover the hours as described in Step 1. to fill the remaining overtime.

Schedule Adjusting is also acceptable when mutually agreed to by the effected employee(s) and the employer, example: Midnight shift officer comes in early to cover last four hours of 3/11 shift, the midnight shift is above shift minimums, the officer works 1900 hrs to 0300 hrs.

ARTICLE XVIII LEAVES OF ABSENCE

Section 1: Funeral Leave.

The Employer agrees to provide the employees a leave, without loss of pay, as a result of a death in the family. Such leave shall be for five (5) consecutive work days for the death of a spouse, parent, or child, three (3) consecutive work days for the death of an immediate family member, and up to two (2) consecutive work days for other relatives. The exact length of time for other relatives will be reasonably determined by the Chief of Police or his designee and will consider a number of factors including but not limited to: travel required, closeness of the relationship, specific duties or responsibilities of the employee in terms of the deceased, the employee's shift assignment at the time, etc. Should more days be required, the employee may use sick time, vacation time, personal time, compensatory time, or may take leave without pay.

For the purpose of this section, immediate family shall be defined to be an employee's brothers, sisters, grandparents, grandchildren, or in-laws. These definitions shall include all step- or half- relationships where appropriate.

Section 2: General Leave.

An employee may be granted, upon request, a leave of absence, without pay, at the discretion of the City Administrator, with the approval of the City Council. During an approved leave of absence, the employee shall be entitled to remain in the Employer's insurance programs, at the employee's expense.

In the event any employee does not return to employment, the time spent on leave shall be included in the calculation of the period required by COBRA for the City to allow the employee to continue health insurance coverage. The City shall have the right at the initiation of such leave to notify its insurer of the employee's status change.

Section 3: Injury Leave.

An officer who sustains an injury or illness arising out of the course of his employment shall be granted all of the benefits and provisions of 5 ILCS 345/1 et seq., of the Illinois Compiled Statutes. No employee will lose any benefits while on a job related injury or illness.

Section 4: Family and Medical Leave Act.

The City shall comply with the Family and Medical Leave Act of 1993 and the regulations issued in conjunction with the FMLA. Except as otherwise provided in the FMLA, the City will grant leaves of absence in accordance with the provisions of this Agreement.

Section 5: Military Leave.

The City shall comply with all federal and state laws governing military leave and the employees' employment rights relating to military service.

ARTICLE XIX WORKING OUT OF CLASSIFICATION

Section 1: The Field Training Supervisor.

Shall receive one (1) hour of compensatory time or one (1) hour of actual pay for each week that one recruit is in the field-training program. Compensation for each additional recruit at any one time shall be 1 hour of actual pay per week per additional recruit. Compensatory time accrued in this manner by the FTO Supervisor will be governed by the rules for the use of compensatory time in Article XVIII, Section 2.

ARTICLE XX
UNIFORM ALLOWANCE

The Chief of Police shall have discretionary authority to assure that equipment purchases are standard and customary to Batavia Police Department police officers. If the employee terminates before the completion of his probationary period, all originally supplied equipment and uniforms shall be returned to the Department.

The Employer shall furnish employees an annual uniform allowance. New employees must complete one year of employment before being eligible for the full benefit (other than the new employee benefit described above). Prior to completing one year of employment, new employees will receive a prorated amount based on the time between their start date to the next January 1st. The allowance shall be eight hundred and fifty dollars (\$850) for 2015, 2016 and 2017. This allowance will be provided only if the employee can provide receipts and/or proofs of purchase for duty-related items for the amount requested for reimbursement. Reimbursements shall be made to employees on a quarterly basis. Employees may carry over up to 50% of previous year's allowance (if unused) for use in the following year. Appendix II illustrates the approved basic uniform and equipment list.

A one-time stipend of three hundred dollars (\$300) will be provided to newly promoted Sergeants in order to provide for the necessary additional uniforms. A one-time stipend of four hundred dollars (\$400) will be provided to newly appointed Sergeants as Watch Commanders in order to provide for the necessary additional uniforms.

The Chief of Police has discretionary authority to determine which officers are allowed to wear a utility uniform and/or special equipment based upon special assignment (e.g. evidence technician, accident re-constructionist, etc.) when they actually performing such duties. The City shall supply the initial utility uniforms/equipment to employees for those officers assigned to such special assignments by the Chief of Police. Replacement specialized uniform/equipment shall be taken out of the officer's uniform allowance.

The Employer shall provide each employee with National Institute of Justice-approved Level II body armor at the lesser interval of the manufacturer's recommended interval or every five (5) years. If an employee prefers to purchase his or her own vest, the Employer shall provide the employee with a separate check in the amount of the state bid for the cost of the vests purchased by the Employer, upon proof of purchase, provided the vest purchased by the employee provides at least the level of protection provided by National Institute of Justice approved Level II body armor.

ARTICLE XXI
HOLIDAYS AND PERSONAL DAYS

Section 1: Recognized Holidays.

The following days shall be recognized and observed as paid holidays, for the purpose of this section.

New Year's Day
Dr. Martin Luther King's Birthday
Good Friday
Memorial Day
Independence Day

Labor Day
Veteran's Day
Thanksgiving Day
Christmas Eve
Christmas Day

Section 2: Holiday Compensation.

All employees with up to nineteen (19) years of service will be granted eight (8) hours of pay or comp time at straight time rate for each of the above stated holidays. Employees with nineteen (19) or more years of service will be paid an amount equal to eight (8) hours of pay at straight time rate for each of the above stated holidays and are not eligible to receive holiday compensation as comp time. All employees who receive holiday compensation pay shall receive the holiday pay, pro rata, each pay period. Employees who work four (4) or more hours on one of the holidays will receive an additional four (4) hours pay at straight time rate for each holiday worked. Employees who are on an unpaid leave of absence will not be eligible for holiday pay or overtime pay, unless otherwise required by state or federal law.

If a Sergeant assigned to Investigations wishes to receive holiday pay for a holiday that falls on a regularly scheduled work day, he/she must either work that day as assigned by Police Administration or use approved paid leave on that day. If a holiday falls on an Investigation Sergeant's regular day off, he/she shall receive eight (8) hours of pay at straight time rate.

Officers on special assignment may continue to choose to work on holidays, provided that they may not work a partial shift and receive additional holiday compensation for working less than 8 hours (i.e. 4 hours). Employees on special assignments must provide to their immediate supervisor a request to be off on a holiday at least five (5) work days in advance of that holiday. In the absence of said request, said employee is presumed to be working that holiday. The Chief or his designee reserves the right to assign such employee to patrol duties on such holiday if he deems such assignment more beneficial to the department, unless doing so would compromise case integrity or the safety of the employee.

Section 3: Personal Days.

Each employee shall be entitled to two (2) paid personal days off per year during the term of this Agreement.

Section 4: Guarantee of Equal Benefits.

If during the course of this agreement, any group of union or non-union employees of the City of Batavia are given a personal day/holiday benefit that is deemed to be more preferable by the members of FOP Lodge #224, the members of FOP Lodge #224, as a group, shall be allowed to participate in said plan in lieu of the plan described above.

ARTICLE XXII VACATION

Section 1: Vacation Schedule.

The following vacation schedule shall be maintained during the term of this Agreement:

| <u>Years of Service</u> | <u>Vacation</u> |
|-----------------------------|-------------------------|
| After one year through five | Two weeks (80 hours) |
| After five through twelve | Three weeks (120 hours) |
| After twelve through twenty | Four weeks (160 hours) |
| After twenty years | Five Weeks (200 hours) |

Section 2: Vacation Selection.

Employees shall select their vacations according to seniority, with all vacations chosen by March 1 of each year if seniority is to apply. The vacation selection in the first round shall not exceed two (2) weeks in duration, with subsequent selections made in successive rounds. Vacation selections made in subsequent rounds shall not be restricted to two (2) weeks in duration as long as operational considerations are met. All weeks of the calendar year shall be eligible for vacation selection, but no employee shall be granted more than one (1) week's vacation during the last two (2) weeks of December. No vacation time will be allowed on Christmas Eve or Christmas Day, Loyalty Day (first Sunday in May) and on the day of the City's Annual Fireworks Show (normally on or near July 4), except as may be specifically authorized by the Chief in his discretion for extraordinary circumstances. All requests to use vacation time shall be submitted to the employee's immediate supervisor in writing at least five (5) days in advance.

Vacation days are not accruable but up to five (5) days of vacation time may be carried over.

ARTICLE XXIII
INSURANCE

Section 1: Health Insurance.

It shall be the policy of the Employer to provide hospitalization, major medical, and dental coverage for employees of the unit and their dependents. The employee's contribution to the costs of the single coverage premium shall not exceed fifteen percent (15%). The employee's contribution to the costs of the single plus one dependent shall not exceed twenty per cent (20%) and family coverage premium shall not exceed twenty five (25%).

A Health Benefits Advisory Committee comprised of representatives of the Employer and Employees will meet regularly to discuss possible cost containment measures and alternative insurance plans. The committee shall be advisory in nature and cannot bind either of the parties. Changes in provisions regarding health insurance may only be implemented if basic levels of coverage remain substantially the same.

The health benefits plan will remain in place for the period of this Agreement with the following conditions:

The Employer shall provide a 3-tiered premium plan

PREMIUM COSTS

Employee contributions toward health, dental and prescription insurance premiums for the period of January 1, 2015 through December 31, 2015 shall be:

| | |
|------------------|-------------------------|
| Single: | \$54.16 per pay period |
| Single plus one: | \$118.04 per pay period |
| Family: | \$227.34 per pay period |

Employee contributions for the years 2016 and 2017 shall not increase more than fifteen per cent (15%) from one plan year to the next.

MAJOR MEDICAL DEDUCTIBLE

Major medical deductible for the period of January 1, 2015 through December 31, 2015 shall be as follows:

| | |
|-----------------|-------------------|
| Single | \$300.00 per year |
| Single Plus One | \$600.00 per year |
| Family | \$900.00 per year |

Increases in insurance deductibles shall not exceed five percent (5%) from one year to the next for all levels of coverage.

Co-Insurance for the period beginning January 1, 2015 through December 31, 2017 shall be 90%/10% for In Network and 70%/30% for out of network

Rx CO-PAYS for 2015 shall be as follows:

| | |
|---------------------|------|
| Generic | \$10 |
| Brand/Formulary | \$20 |
| Brand/Non-Formulary | \$40 |

Increases in RX Co-Pays shall not be more than five dollars (\$5.00) per year per existing co-pay type (Generic, Brand/Formulary, and Brand/Non-Formulary). If a new co-pay tier is added, it shall not be subject to this restriction.

PHYSICIAN SERVICES

Office Visits: For 2015 a twenty dollar (\$20.00) co-pay will be required for each office visit subject to a maximum of \$150.00 per employee's family per year.

Increases to physician services co-pays for 2016 and 2017 shall not be more than ten dollars (\$10.00) per year per visit and the maximum co-pay for physician services shall not increase by more than \$25.00 per year.

EMERGENCY ROOM SERVICES

A seventy-five dollar (\$75.00) co-pay shall be required for each emergency room visit.

Increases to the co-pay for emergency room visits for 2016 and 2017 shall not be more than twenty-five dollars (\$25.00) per year. This co-pay shall be waived if the covered plan member is admitted to the hospital.

Section 2: Dental Coverage

Dental coverage shall be provided for each employee. Dependent Dental coverage is provided to qualifying employees at the employee's expense. Coverage maximum shall be two thousand dollars (\$2,000.00). Preventative care is covered and is not counted toward the coverage maximum.

Section 3: Term Life Benefit.

The Employer shall provide a term life benefit to cover all full-time employees working an average of thirty-five (35) hours or more per week in the amount of \$45,000 or the employee's base salary, whichever is higher, at no cost to the employee.

Section 4: Retiree Benefits.

At the option of the employee, the group health plan can be continued past retirement until the employee reaches the age of 65. The following conditions must be met:

- A. The retiree must be fifty (50) years or be on either a disability or deferred pension (the minimum age requirement does not apply to individuals on disability or deferred pensions).
- B. The retiree shall be responsible for paying the entire premium.

The retiree shall either pay monthly premium cost in advance, or authorize a monthly health premium deduction taken from his/her pension check.

Section 5: Optical Benefits.

Employees shall have the option to opt in or out of the City's eye care benefit plan and to pay the appropriate eye care premium for the level of benefit (single, single plus one, or family) they prefer.

Section 6: Section 125 and VEBA

The City of Batavia shall maintain a Section 125 plan. The City and Union agree to work towards implementation of a health care savings plan for retirement.

Section 7: Guarantee of Equal Benefits.

If during the course of this contract, any group of union or non-union employees of the City of Batavia is allowed to participate in a different health benefit plan than the plan stated in this contract, and such plan is deemed to be more preferable by the members of FOP Lodge #224, the members of FOP Lodge #224, as a group, shall be allowed to participate in said plan in lieu of the plan described above.

The Employer may re-open the Agreement in 2016 or 2017 on the issue of insurance. If the employer re-opens on this issue, the Union can re-open on one issue of its choice.

ARTICLE XXIV
TUITION REIMBURSEMENT

Tuition and registration fees shall be reimbursed to full-time employees if the course/courses or degree program are related to the employee's current responsibilities or are related to the employee's future potential career development with the City of Batavia.

Preliminary Approval of Tuition Reimbursement

Employees wishing to receive reimbursement of anticipated tuition costs from an accredited college, junior college, or university must receive advance approval from the Chief of Police and the City Administrator prior to enrolling in the course or beginning a degree program. The employee must make a written request to their department head at least 30 days prior to the beginning of a course or degree program that demonstrates how the course or degree program will either enhance the employee's abilities to perform their current job, or enhance the employee's usefulness to the City later in their career with the City. If the Chief of Police approves, the request will be forwarded to the City Administrator for final approval. The City Administrator's decision will be final and will be based on budgetary constraints as well as the reasonableness of the employee's request.

Along with their written request, the employee must fill in the top half of the "Application for Advance/Reimbursement of Training Expense" form, leaving the section "Payment Advance" blank, but completing the "Estimated Cost." All signatures must be obtained prior to registration for the course. Upon successful completion of a course, reimbursement shall occur as described in section

Reimbursement Schedule

Upon receiving notice that an employee has successfully completed an approved course, the City will reimburse the employee as follows:

- If the employee receives a grade of 'B' or higher they shall receive a reimbursement of 100% of their costs for tuition and student fees.
- If the employee receives a grade of 'C' they shall receive a reimbursement of 80% of their costs for tuition and student fees.
- No reimbursement will be given for grades below 'C' or for classes that are incomplete.
- Under no circumstances will an employee receive more than \$4150 per year in tuition and fee reimbursements.

Termination Payback

An employee who terminates his employment must repay the City for recent tuition reimbursement payments they have received in the following manner:

- For tuition reimbursements received by the employee within one (1) year of their termination date- the employee must repay the City 100% of the reimbursement amount they received during that time period.
- For tuition reimbursements received by the employee more than one (1) year, but less than three (3) years prior to their termination date, the employee must repay the City 50% of the reimbursement amount they received during that time period.

ARTICLE XXV SICK LEAVE

Section 1: Sick Leave.

All employees covered by the terms of this Agreement shall be entitled to twelve (12) paid sick leave days per year, or prorated portion thereof. The employees shall be allowed to accumulate unused sick leave to one hundred ninety two (192) days.

Section 2: Sick Leave Utilization.

Employees may use sick time to continue regular pay during unavoidable absences from work due to sickness or accident, or for medical or dental appointments, which could not be otherwise scheduled. In addition, sick leave may be used for a maximum of five (5) days per year, upon approval of a department head, for the following reasons: the sickness or scheduled medical procedure of a parent, spouse or child, the birth of a child or grandchild, or the placement of a child with the employee for adoption or foster care.

The Chief of Police may request a physician's verification of illness or injury, which must be requested during the time the employee is on sick leave.

Section 3: Long-Term Incentive Program.

Upon voluntary separation from the City, employees shall be given a sick leave buyback incentive as follows:

- For employees who have completed at least 5 years but not more than 10, they shall be paid for each day of unused, accumulated sick leave at a rate equal to 10% said unused sick leave. Such payment shall not exceed eleven (11) full days of salary or wages or eighty-eight (88) hours.
- For employees who have completed at least 10 years but not more than 15, they shall be paid for each day of unused, accumulated sick leave at a rate equal to 15% of said unused sick leave. Such payment shall not exceed twenty-five (25) full days of salary or wages or two hundred (200) hours.
- For employees who have completed at least 15 years but not more than 20, they shall be paid for each day of unused, accumulated sick leave at a rate equal to 25% of said unused sick leave. Such payment shall not exceed forty-five (45) full days of salary or wages or three hundred sixty (360) hours.
- For employees who have completed at least 20 years, they shall be paid for each day of unused, accumulated sick leave at a rate equal to 40% of said unused sick leave. Such payment shall not exceed seventy-two (72) full days of salary or wages or five-hundred seventy six (576) hours.

ARTICLE XXVI GENERAL PROVISIONS

Section 1: Training.

All employees sent to state mandated Basic Law Enforcement Training at the City's expense who voluntarily terminate their employ in less than two (2) years shall be required to reimburse the City for the City's share of said training expense.

Section 2: Continuous Training.

Every employee covered by the terms of this Agreement shall have the opportunity to receive to the extent possible a minimum of sixty (60) hours of tuition paid training over the term of the Agreement. The Employer retains the right to select employees for certain specialized training based on established criteria.

- A. The Employer shall provide meals, currently thirty dollars (\$30.00) per day, and lodging when employees are required to stay overnight at such training. The Employer shall also provide transportation, or pay the state mileage rate per current IRS regulations for the employee's use of a personal vehicle, for either commuter or overnight training. In the event that the employee is required to leave the lodging facilities on the weekends, all mileage shall be paid. For purposes of

calculation the police department shall be used as the base.

- B. If, as the result of the training schedule or department requirement, an employee attends training on his day off, the employee shall be allowed the opportunity to request a change in his/her day off.

Section 3: Jury Duty.

Any employee who is required to appear for or serve on a jury shall receive his regular pay and benefits while so serving. Midnight shift employees shall be released from duty with no loss of pay or benefits from any midnight shift immediately preceding a day in which they actually are to report for jury duty. All checks received from court for participating in jury duty must be signed over to the City. The employee will be reimbursed for mileage.

Section 4: Replacement of Personal Property.

The Employer shall repair or replace, as necessary, any reasonable personal items, or required duty related items of equipment or uniform of any employee, including all items listed in Appendix II of this agreement, which are damaged during the course of their employment when no other reimbursement is available. Employees shall report such damage or loss to their immediate supervisor at the time of the incident, and shall provide required documentation. If compensation for lost or damaged duty related property is obtained from other sources, the City will be reimbursed. No reimbursement will be authorized for property damaged as a result of the employee's own negligence or carelessness.

Section 5: Outside Employment.

A. Notification of Secondary Employment.

All employees holding secondary employment shall notify the Chief, or his designee, of the place of employment, address, phone number, supervisor's name, and hours of employment so that the employee may be reached in an emergency.

B. Secondary Employment Prohibitions.

The parties recognize that it is in the best interest of the citizens of Batavia to have an alert and non-distracted work force. More specifically, the jobs from which employees shall be prohibited from working, and shall include, the following:

Where the employer's uniform, badge, LEADS line, vehicle or equipment is utilized unless specifically approved by the Chief, or his designee;

Where the hours worked cause the employee such fatigue that he/she is unable to properly perform his/her job duties;

Where a conflict of interest with his/her job duties for the Employer is created;

Where the type of secondary employment is prohibited by law, or negatively reflects on the Employer.

Section 6: Work Details

Detail work shall be defined as any work that is requested by an outside entity in which the entity reimburses the City for Police Services.

- A. Employees hired to work outside work details in excess of their normal eight (8) hour work day and/or in excess of their normal forty (40) hour work week shall be paid at their overtime rate. Compensatory time will not be an option.
- B. All details shall be posted for officer sign-up, and all officers may sign up for only one (1) detail for the first forty-eight (48) hours the list is posted.
- C. Special attention shall be given to functions where alcohol will be served or functions where it is likely that one hundred (100) or more people are in attendance, a minimum of two (2) officers may be assigned to that detail.
- D. The bargaining unit members shall be given equal access to all outside details.
- E. Officers who sign up for an outside detail and who wish to cancel their commitment must do so two (2) weeks in advance of the detail or be responsible to find their own replacement.

Section 7: Residency.

The City reserves the right to establish response times from an employee's residence as a bona fide qualification for selection and/or consideration for all special assignments.

Section 8: Roll Call Preparation Pay

Sergeants who have been assigned to the Patrol Division shall receive a pro-rated stipend which shall be the equivalent of one thousand eight hundred and fifty dollars (\$1,850.00) effective 1/1/2015, one thousand nine hundred dollars (\$1,900.00) effective 1/1/2016, and one thousand nine hundred and fifty dollars (\$1,950.00) effective 1/1/2017 annually (to be paid bi-weekly) to compensate them for daily shift roll call preparations of at least 15 minutes prior to the patrol shift start time. This stipend shall constitute the sole compensation for time spent outside of normal shift hours preparing for the daily shift roll call. All Sergeants who are assigned to the Patrol Division as of January 1st of each year shall receive this benefit.

Sergeants who are currently not assigned to the patrol division who work temporarily as a patrol sergeant and perform the roll call function shall be compensated with 15 minutes of pay at straight time rate for the 15 minute roll call preparation time.

Only one sergeant shall be required to come in 15 minutes early for roll call preparation for each individual shift, thus earning the roll call preparation pay for that shift.

Section 9: Language Proficiency Stipend

The first full month after a police department employee is certified by the City via the Chief of Police to be proficient in either sign language, or a recognized language, determined by the Chief or his designee to be of value to police operations (e.g. Spanish, or Polish), such employee shall be paid a stipend of \$50 per month. Police Department employees who receive such stipend shall be required to use their interpretive skills whenever requested, so long as they are on duty when the request is made.

An annual skill exam may be given by an independent third party, and will include oral

interpretation skills, and may also include formal written and reading skills in that language.

Section 10: Investigations Sergeant Guarantee of Equal Benefits

If during the course of this agreement, the City provides a stipend to police officers assigned to the Investigations Section, said stipend shall be applied to any Sergeant assigned to the Investigations Section.

Section 11: Discipline Procedures

The City retains the right to discipline employees for just cause as described in Article IV of this agreement and applicable state law. If the Chief of Police wishes to initiate a disciplinary action that seeks a suspension of more than five (5) days, or a termination, he must notify the employee in question, in writing, at least 10 calendar days prior to the service of such discipline of his intention to seek specific said discipline.

Upon receiving this notice from the Chief of Police, the employee in a written response to the Chief may choose to: 1) Not contest the disciplinary action sought (plead guilty and accept the discipline) 2) Waive his or her right to appeal the Chief's action through an arbitration process and appeal the discipline through the Board of Police and Fire Commission (BPFC) or, 3) Waive his or her right to a BPFC hearing, and appeal the Chief's action through an arbitration process. The employee must notify the Chief of Police of his or her intention and sign a waiver of his or her right to appeal via the process or processes that do not apply within 5 calendar days of the receipt of notice. Once the employee has chosen one of the three options above, his or her decision shall be irrevocable and any resultant discipline upon the culmination of the process chosen shall be final, subject to any appeal processes available under Administrative Review, Labor or other applicable law. If arbitration is the procedure chosen by the employee, the parties shall select an arbitrator by using the process described in Article XI, Step 5. If the BPFC is chosen as the method of review, the BPFC shall have no authority to increase the discipline appealed or the discipline recommended by the Chief of Police.

The parties agree that any grievance filed in regard to this Article shall be limited to whether or not the employer violated this Article, but shall not directly deal with any disciplinary actions taken.

Section 12: Watch Commander Stipend

Sergeants appointed as Watch Commanders by the Chief of Police shall receive an annual pro-rated stipend of one thousand five hundred dollars (\$1,500.00) to be paid bi-weekly to compensate them for the additional duties and responsibilities.

Section 13: Master Sergeant Appointment

The parties agree that the City shall create the appointment of Master Sergeant in the City of Batavia Police Department. These appointments shall be conferred out of recognition of the value of the experience and knowledge possessed by the City's more experienced and senior police supervisors and in an effort to effectively utilize that knowledge and experience to assist in the training and development of the Department's less senior supervisors. This position is also created to recognize the reality that the completion of the Department mission is a result of competency not only within the hierarchal promotional structure, but also as a result of the competent work of those

supervisors serving within the various subdivisions in the Department (e.g. Investigations, Training and other specialty assignments for which leadership and supervision are required).

1. Master Sergeant Appointment: Master Sergeant shall be considered an appointment and ranks higher than Sergeant for purposes related to training and mentoring, but not other operational purposes. The appointment is intended to afford the Department the opportunity to utilize the experience, training and expertise of its more senior supervisors to the benefit of the less senior supervisors, and to encourage senior supervisors to continue seeking career enhancement training that will benefit in the completion of the Department's overall mission.

2. Eligibility: Eligibility for Master Sergeant shall be governed by the following:

a. Sergeants who have attained at least 10 years of service as a sworn member of the Batavia Police Department, with at least five years served as a police sergeant and who are in good standing in the Department shall be eligible to be appointed to Master Sergeant.

b. Sergeants must be certified in at least 3 functional areas as designated by the Department (see Appendix III, attached), OR have completed a combined 1000 hours of Department approved law enforcement in-service training beyond that training received as a part of Basic Law Enforcement Certification, OR have attained an undergraduate degree in criminal justice (or another law enforcement related degree) combined with 500 hours of law enforcement in-service training beyond that training received as a part of Basic Law Enforcement Certification OR have attained a graduate degree in criminal justice (or another law enforcement related degree) combined with 250 hours of law enforcement in service training beyond that training received as a part of Basic Law Enforcement Certification.

3. Assignment: Sergeants eligible for appointment to Master Sergeant Shall give written notice to the Chief of Police or his designee. After eligibility is verified by the Department, the Chief of Police shall appoint the officer within thirty (30) calendar days of the receipt of notice. Once appointed, Master Sergeants will be expected to lend their experience and training to provide assistance to less senior supervisors within the Department when asked or required.

4. Stipend Attached to the Appointment: The stipend attached to Master Sergeant appointment shall be one thousand five hundred dollars (\$1,500) annually, paid on a bi-weekly basis.

ARTICLE XXVII WAGE RATES

Employees will be paid according to the following schedule beginning January 1, 2015. Said wage scale reflects a wage increase of 2.5% effective January 1, 2015, a 2.5% wage increase effective January 1, 2016, and a 3% wage increase effective January 1, 2017:

| <u>Sergeant</u> | <u>1/1/2015</u> | <u>1/1/2016</u> | <u>1/1/2017</u> |
|-----------------|-----------------|-----------------|-----------------|
| START | \$100,304 | \$102,812 | \$105,896 |
| After 1 year | \$105,822 | \$108,468 | \$111,722 |
| After 2 years | \$111,642 | \$114,433 | \$117,866 |

AN AGREEMENT BY AND BETWEEN THE CITY OF BATAVIA AND THE
ILLINOIS FRATERNAL ORDER OF POLICE (POLICE SERGEANTS)

The City has instituted a "Pension Pick-Up Plan" whereby employees' pension contributions are made from pre-tax earnings. This plan will remain in effect so long as it continues to be permitted by the Internal Revenue Code.

ARTICLE XXVIII
FIRE AND POLICE COMMISSION

To the extent the City has authority, it agrees it will not change the rules and or procedures regarding written testing, merit efficiency evaluations, or oral interviews (all related to promotions), once those rules and procedures have been posted.

The City agrees that prior to any testing, there will be posted a notice of whether or not there will be a cutoff score for the written test, and if so, what that cutoff score shall be. All testing and scoring will be done consistent with said posting.

Nothing contained in this Agreement is intended to remove that which is legally within the jurisdiction of the Board of Fire and Police Commission.

ARTICLE XXIX
AUXILIARY OFFICERS

The use of auxiliary officers in the Batavia Police Department shall be consistent with State Law.

ARTICLE XXX
SAVINGS CLAUSE

If any provision of this Agreement shall be rendered or declared unlawful, invalid or unenforceable by virtue of judicial or legislative action, or by any other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. The parties shall then meet to negotiate over the specific article, section, clause or language affected.

ARTICLE XXXI
DURATION

This Agreement shall be effective from January 1, 2015, and shall remain in full force and effect until December 31, 2017. It shall remain in effect from year to year thereafter unless notice of modification is given in writing by certified mail, or hand delivered, by either party, no later than one

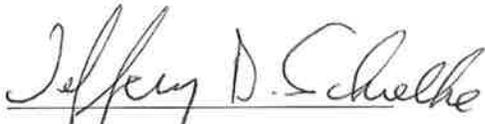
AN AGREEMENT BY AND BETWEEN THE CITY OF BATAVIA AND THE
ILLINOIS FRATERNAL ORDER OF POLICE (POLICE SERGEANTS)

hundred twenty (120) days preceding the expiration date. The notice shall be considered as given as of the date shown on the postmark, or the date of the hand delivery in which case a written, dated receipt shall be made.

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

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 24 day of March 2015.

FOR THE CITY OF BATAVIA



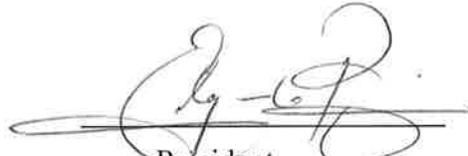
Mayor

(Seal)



City Clerk

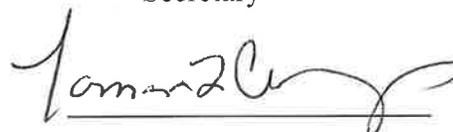
FOR THE LABOR COUNCIL



President



Secretary



Illinois FOP Labor Council

APPENDIX I GRIEVANCE FORM

| GRIEVANCE (use additional sheets where necessary) | | Lodge No. |
|---|-------------------|------------------------------|
| Department: _____ | Date Filed: _____ | |
| Grievant's Name: _____ | | Date |
| Last | First | |
| | | Grievance No. |
| M.I. _____ | | |
| STEP TWO - DEPUTY POLICE CHIEF | | |
| (Note: STEP 1 [Mandatory Pre-Grievance Conference] held on: _____ | | did not resolve situation.) |
| | | Date |
| Date of Incident or Date Knew of Facts Given Rise to Grievance: _____ | | |
| Article(s) and Section(s) of Contract Violated: _____ | | |
| Briefly state the facts: _____ | | |
| _____ | | |
| _____ | | |
| Remedy Sought: _____ | | |
| _____ | | |
| Given to: _____ | | Date/Time: _____ |
| Grievant's Signature | | FOP Representative Signature |
| EMPLOYER'S STEP TWO RESPONSE | | |
| _____ | | |
| _____ | | |
| Employer Representative Signature | | Position |

| | |
|-------------------------------|------|
| Person to Whom Response Given | Date |
|-------------------------------|------|

STEP THREE - CHIEF OF POLICE

Reasons for Advancing Grievance: _____

Given to: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP THREE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR - CITY ADMINISTRATOR

Reasons for Advancing Grievance: _____

Given to: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP FOUR RESPONSE

AN AGREEMENT BY AND BETWEEN THE CITY OF BATAVIA AND THE
ILLINOIS FRATERNAL ORDER OF POLICE (POLICE SERGEANTS)

| | |
|---|----------|
| | |
| Employer Representative Signature | Position |
| Person to Whom Response Given | Date |
| STEP 5 - ARBITRATION REFERRAL TO ARBITRATION by ILLINOIS FOP LABOR COUNCIL | |
| Person to Whom Referral Given | Date |
| FOP Labor Council Representative | |

APPENDIX II

APPROVED UNIFORM/EQUIPMENT LIST FOR POLICE OFFICERS

(Note: The following will serve as a basic guideline for uniform/equipment purchases. Items not on this approved list may be purchased with prior approval of the Chief of Police or his Designee.)

| | |
|---|---|
| Alterations for Uniform Ankle | Firearm Repairs/Modifications |
| Holster | Flashlight Battery Packs |
| Badge Cases & Wallets | Flashlight Chargers |
| Badge Holders | Flashlight Holder (Nylon or Leather) |
| Badges | Flashlights (Various Styles/Sizes) Formal |
| Badge Repairs Balaclava | Dress Blouse with Piping |
| Headwear | Glove (Latex) Holder (Nylon or Leather) |
| Baseball Caps (Embroidered) Baton | Gloves (Leather) |
| (ASP) -Expandable Baton Baton | Handcuff Case (Nylon or Leather) |
| Holder (Nylon or Leather) Belt | Handcuff Keys |
| Keepers (Nylon or Leather) | Handcuffs |
| Binoculars | Hearing Protection for Firearms Range |
| Body Armor Boot | Holsters (Various Types) |
| Socks | Inner Belt (Nylon or Leather) |
| Boots/Galoshes, etc. | Jacket -Leather (Black) Jacket - |
| Breakaway Lanyards for Whistles Briefcase | Spring/Fall (Navy) |
| Bullets for Department authorized weapons, up | Key Holder (Nylon or Leather) Knife |
| to \$125.00 | Knife Holder (Nylon or Leather) LIS |
| Business Cards Cap | Uniform Shirts |
| (5-Star Navy) | Lasersights for Firearms |
| Cap Strap (Gold/Silver) | Light Holder (Nylon or Leather) |
| Case for Rifle Clutchbacks | Lithium Batteries (Flashlight) Lumbar |
| Coldgear Microfleece Tops Commendation | Support for Vehicles |
| Bars/Ribbons for Uniform Compass | Mag Pouches (Double -Nylon or Leather) |
| Compass Pouch (Nylon or Leather) | Mag Pouches (Nylon or Leather) Magazines |
| Deskmate/Posse Boxes (Clipboards) Door | for Duty Weapons |
| Opening Tools | Magazine Extensions Mock |
| Duty Belt (Nylon or Leather) Duty | Turtleneck Shirts |
| Gear Bags | Multi-Tool Utility Pliers/Seatbelt Cutters Name |
| Ear Muffs | Plates |
| Earpieces/Ear Mold for Portable Radios | Night Light Writing Instruments Night |
| Embroidered Uniform Polo Shirts | Vision Goggles |
| Embroidering for Spring/Fall Jacket Fanny | Note Pads (Rainproof) OC |
| Pack (Firearm) | Spray/Pepper Spray |
| Firearm (Duty) | OC Spray/Pepper Spray Holder Radio |
| Firearm (Off-Duty) | Case (Nylon or Leather) |

AN AGREEMENT BY AND BETWEEN THE CITY OF BATAVIA AND THE
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Raincoat (Blk/Org Reversible) Raincover for
Cap
Restraints (Chain/Leg/Extenders/ etc) Rifle
(Long Gun)
Rifle Slings
S/S Uniform Shirts
Service Stripes for Uniforms Shoes
Shooting Glasses
Street Clothes (Spl Assignments) Sunglasses
(Non-Prescription) Sweater -V-Neck
(Black/Navy)
Sweater - Woolly Pulley Type (Black/Navy) Tactical 5.11
(BDU) Pants
Tactical 5.11 (BDU) Shirts Tactical Knee
Pad
Tape Measure Tennis/Crosstrainers (Bike
Patrol) Tie (Black)
Tie Clips/Tie Bar Traffic
Wands Traffic Whistles
Trijicon Sights for Firearms Trooper Cap
(Black Fur) Trousers (Polyester or Wool)
Under Armor Coldgear Boot Socks Under
Armor Coldgear Bottoms Under Armor
Coldgear Tops
Under Armor Heatgear Boot Socks Under
Armor Heatgear Bottoms Under Armor
Heatgear Tops
Under Armor Tactical Gloves Vest (Body
Armor) Cover

SIDE LETTER
REGARDING
PATROL DIVISION-WIDE CHANGES IN SHIFT SCHEDULE (1-1-13)

Currently, patrol shift assignments are on a non-rotating basis and are assigned based on seniority for patrol personnel. The parties agree that determination of when shift schedule changes are necessary is a management right.

The parties agree that if during the course of this agreement, the City determines that it is necessary to change the current shift assignments, it would be in the best interests of the department to discuss the proposed changes with the Lodge officers to ensure that all perspectives are fully considered, prior to implementation; and

The parties agree that it would be in the best interests of the department to give notice of at least 120 days, but more if possible, to any employee directly affected by any change in shift assignment as a result of a patrol division-wide change in shift schedule. The 120 day notice period would not apply in cases of emergency or exigent circumstances, or by mutual agreement of the City and FOP Lodge Officers.

By:



City of Batavia

3/23/15

Date



FOP Lodge #224

Mar 18, 2015

Date

Jan-20
1 FOPLC
3/24/15

SIDE LETTER
REGARDING
CONSIDERATION OF A RETIREE HEALTH SAVINGS PLAN (RHS)
FUNDED THROUGH SICK LEAVE PAYOUTS

During bargaining for the 2015-2017 Agreement, the City and the Union agreed to meet and confer over the possibility of establishing a Retiree Health Savings (RHS) Plan funded through accrued sick leave payouts. This plan would be implemented at the mutual agreement of both parties and nothing within this side letter obligates either party to implement said plan.

By:



City of Batavia

3/23/15

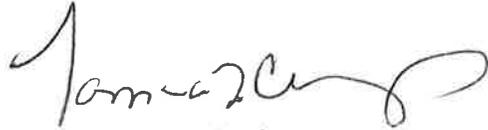
Date



FOP Lodge #224

Mar. 18, 2015

Date


1 FOP LC
3/24/15