

April 1, 2014- March 31, 2018

COLLECTIVE BARGAINING
AGREEMENT

Between the

TOWN OF NORMAL, ILLINOIS

And the

POLICE BENEVOLENT AND PROTECTIVE
ASSOCIATION UNIT #22

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AGREEMENT

This agreement is made and entered into this 21st day of April, 2014 between the Town of Normal, Illinois, (hereafter referred to as Town) and the Police Benevolent and Protective Association, Unit #22, (hereinafter referred to as Association).

WHEREAS, it is the purpose of this Agreement to set forth all agreements regarding wages, hours and other conditions of employment, to promote intra-departmental efficiency and effectiveness, and to provide for the prompt and fair settlement of grievances; and

WHEREAS, the rights, obligations and authority of the parties to this Agreement are governed by and subject to the laws of the State of Illinois, unless abridged herein.

Now, therefore, the parties agree as follows:

ARTICLE I RECOGNITION

The Town recognizes the Association as the sole and exclusive bargaining agent for full-time sworn employees holding the rank of Police Officer or Sergeant in the Normal Police Department for the purposes set forth in this Agreement. Probationary employees shall not be covered by the terms of this agreement until completion of basic training.

ARTICLE II PAYROLL DEDUCTION

Section 2.1 Dues Check-Off. Upon receipt of a signed authorization from an employee in the form set forth in Appendix A, the Town agrees for the duration of this Agreement to deduct regular monthly dues, uniform in amount, from such employee's pay. The Association will notify the Town in writing of the amount of the monthly dues to be deducted. The Association agrees to give the Town thirty (30) days notice of any change in the amount of dues to be deducted. Deductions shall be made in equal amounts twice monthly and shall be promptly remitted.

Section 2.2 Other Payroll Deductions. Voluntary payroll deductions to the ICMA Retirement Corporation, Normal City Employee's Federal Credit Union, United Way and other Town-authorized deductions will be continued at the Town's discretion.

Section 2.3 Direct Deposit. Employees shall authorize direct deposit of payroll into their designated account.

Section 2.4 Fair Share. Pursuant to Section 3(g) of the Illinois Public Labor Relations Act, effective January 1, 1986, the parties agree that a fair share fee which shall not exceed the amount of dues uniformly required of members and which shall reflect the proportionate share of the cost of the collective

bargaining process, contract administration and the pursuance of matters affecting wages, hours, and conditions of employment, shall be deducted from the wages of any non-member employees. The amount to be deducted shall be determined by the Treasurer of the Association and shall be made in equal amounts twice monthly and shall be promptly remitted to the Association.

The obligation to pay a fair share fee to the Association shall not apply to an employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the employee to a non-religious charitable organization mutually agreed to by the objecting employee and the Association. If the employee and the Association are unable to agree upon a non-religious charitable organization, the organization shall be determined in accordance with the procedures established by the Illinois State Labor Relations Board.

Any non-member making a fair share payment may object to the amount of his fair share payments on the grounds that all or part of such payments have been expended by the Association for political activities or causes or for activities or causes relating to ideological issues not germane to the collective bargaining process or contract administration. Any such employee with any such objection shall process their objection in accordance with the procedure set forth in Appendix B attached hereto and made a part of this Agreement.

ARTICLE III MANAGEMENT RIGHTS

It is recognized that the Town has and will continue to retain the right and responsibility to direct the affairs of the Police Department in all of its various aspects. Among the rights retained by the Town are the Town's right to direct the working forces; to plan, direct, and control all the operations and services of the Police Department; to schedule and assign work; to determine the methods, means, organizations, and number of personnel by which such operations and services are to be conducted; to establish work and productivity standards; to determine whether goods or services shall be made or purchased; to make and enforce reasonable rules and regulations; to hire, promote, suspend, investigate, discipline or discharge employees for just cause, except the discharge of probationary employee's without cause; to change or eliminate existing methods, equipment, or facilities provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE IV NO STRIKE-NO LOCKOUT

During the term of this Agreement, neither the Association, its officers, agents, or any employees will, directly or indirectly, promote, induce, instigate, encourage, authorize, ratify, condone or participate in any strike, sympathy strike, slowdown, mass absenteeism, concerted stoppage of work or any other interruption of the operations of the Town, regardless of the reason for doing so. Any or all employees violating any of the provisions of this Article may be disciplined or discharged by the Town.

The Town will not lock out any employee during the term of this Agreement as a result of a labor

dispute with the Association, or any other labor organization, unless there is a violation of Article IV.

ARTICLE V GRIEVANCE PROCEDURE

Section 5.1 Definition. A grievance is a dispute or difference of opinion raised by one (1) or more police officers or the Association against the Town involving the meaning or application of the express provisions of this Agreement.

Section 5.2 Procedure. The parties agree to act in good faith to attempt to resolve the grievance promptly and expeditiously. All grievances must be submitted in writing using the grievance form found in Appendix H, stating the facts of the complaint, the section(s) of this Agreement involved and the relief requested at the appropriate initial step. All grievances must progress through the appropriate steps in order to be considered unless the parties mutually agree in writing to file a grievance at an advanced step. A grievance shall be processed in the following manner:

Step 1 - After verbal notification to their immediate supervisor, any grievant who has a grievance shall submit the same in writing to the supervising Lieutenant within five (5) calendar days after the grievant knows, or through the exercise of reasonable diligence, should have known of the event giving rise to the grievance. The supervising Lieutenant shall give a written answer within three (3) scheduled work days after receipt of the grievance.

Step 2 - If the grievance is not settled in Step 1 and an Officer or the Association wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be referred in writing to the Police Chief within three (3) calendar days of the response, from the supervising Lieutenant. Each Step 2 grievance shall be signed by the Police Officer or Association Steward. The Police Chief, or designated representative, shall discuss the grievance with the Officer, the Association's designated representative and any additional persons the parties deem necessary within five (5) calendar days after receipt of the grievance. The Police Chief shall give a written answer to the grievance within five (5) calendar days of the meeting.

Step 3 - If the grievance is not settled in Step 2 and the Association wishes to appeal, it shall be referred in writing to the City Manager and/or a designated representative within three (3) calendar days after the Association Grievance Committee's approval of an appeal but in no event more than ten (10) days after the Police Chief's answer at Step 2. A meeting between the City Manager and/or representative, the Police Officer, and the Association's designated representative shall be held at a time mutually agreeable to the parties. This meeting shall be held not later than ten (10) calendar days after the grievance has been filed with the City Manager. Should the Association fail to attend the scheduled meeting, the grievance will be considered waived. If the grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by the City Manager, or his representative, and the Association. The City Manager shall give a written response within five (5) calendar days of the meeting.

Section 5.3 Time Limits. No grievance shall be entertained or processed unless it is submitted within five (5) calendar days after the grievant knows, or through the exercise of reasonable diligence,

should have known of the occurrence of the event giving rise to the grievance. If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Town's last answer. If the Town does not answer a grievance or an appeal thereof within the specified time limits, the grievance shall be treated as having been denied and shall automatically be appealed to the next step. By mutual agreement, any time limit can be extended beyond those contained in this Article.

Section 5.4 Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Association may refer the grievance to arbitration within seven (7) calendar days after receipt of the Town's answer in Step 3. The parties, by mutual agreement in writing, may submit more than one (1) grievance to the same arbitrator. The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of notice of referral. In the event the parties are unable to agree upon an arbitrator within said seven (7) day period, the parties shall immediately jointly request the Illinois Labor Relations Board to submit a panel of five (5) arbitrators who are members of the National Academy of Arbitrators residing in the Midwest region. Either party may reject one entire panel of arbitrators. From an acceptable panel, the arbitrator shall be selected by the alternate striking of names.

The party demanding arbitration shall strike the first name, after which the other party shall strike a name. After four (4) names are stricken by this procedure, the remaining person shall be the arbitrator. The arbitrator shall be notified of his selection requesting that a date and time for the hearing, subject to the availability of the Town and Association representatives, be set. All arbitration hearings shall be held in Normal, Illinois.

Section 5.5 Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall only consider and make a binding award with respect to the specific issue submitted in writing by the Town and the Association, and shall have no authority to make an award on any other issue not so submitted. The arbitrator shall be without power to make an award contrary to or inconsistent with or modifying or varying the laws of the State of Illinois or the ordinances of the Town of Normal, provided such laws or ordinances are not in conflict with the provisions of this Agreement. The arbitrator shall submit in writing an award within thirty (30) days following the close of the hearings or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The award shall be based solely upon the Arbitrator's interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The arbitrator's decision shall be final and binding upon the parties.

Section 5.6 Discharge and Discipline.

A. STANDARDS OF DISCIPLINE:

All disciplinary action against employees shall be carried out in accordance with Department rules, regulations, orders, policies, procedures, Town ordinances and State Laws governing the discipline of police officers except as modified herein.

Discipline shall be progressive and corrective, and shall be designed to improve behavior and not merely punish it. In some instances, an incident may justify severe disciplinary action including termination, depending on the seriousness of the incident. No employee shall be suspended or

terminated without just cause or demoted without reasonable articulation.

B. APPEALS OF DISCIPLINE:

1. Appeals of disciplinary charges seeking an employee's suspension, termination, or demotion shall be subject to review by the grievance procedure provided below. Disciplinary action involving a letter of reprimand may only be appealed to the City Manager and not beyond. In these cases, the decision of the City Manager shall be final and binding on all parties.

The employee shall have three (3) calendar days from the service of charges and requested disciplinary measures to appeal to the City Manager. The City Manager shall have five (5) calendar days to conduct a hearing and render a decision. Said hearing shall include the City Manager and/or his representative, the Police Chief and/or his representative, the police officer in question, and the Association's representative. Following said hearing and decision, the City Manager's decision may be imposed.

The Association may appeal the decision of the City Manager to grievance arbitration within seven (7) calendar days after receipt of the City Manager's decision.

2. The Town may, at its option, choose to suspend an employee without pay pending a hearing before the City Manager or an arbitrator in extreme cases involving public or employee safety.
3. The Town and the Association hereby agree to select an arbitrator for appeals of disciplinary charges using the process defined in Section 5.4. The parties further agree that any hearing before said arbitrator shall not require the parties to file post hearing briefs. The Arbitrator shall have the authority granted him in Section 5.5 of this Agreement. The arbitrator shall be directed to submit his decision within thirty (30) days of the conclusion of the hearing. Fees and expenses for the hearing shall be handled in accordance with Section 5.7 of this Agreement.

C. PROBATIONARY EMPLOYEES: Probationary employees may appeal discipline, including termination, to the City Manager but are not entitled to the arbitration procedure provided herein. The decision of the City Manager shall be final.

D. EXPUNGEMENT OF DISCIPLINE: Officers who have received disciplinary action may request to have the documentation expunged from their personnel file following the procedure outlined below.

1. Reviews concerning documented counseling, written warnings, contact sheets or reprimands may be requested two years from the date of issue.
2. Reviews covering suspensions may be requested four years from the date of issue.

Officers requesting a review will do so, in writing, to the Chief of Police. The Chief may request a meeting with the officer to discuss his/her request. In determining whether or not this discipline is removed, the Chief may consider the reason for disciplinary action, and the Officer's past record. The Chief shall confer with the Town's Personnel Officer in formulating his decision. The requesting

Officer will be informed in writing of the decision. The Chief's decision will be final, but does not prohibit the Officer from making a future request.

Upon retirement, Officers may request that past disciplinary action be removed from their personnel file by following the procedure outlined above.

Section 5.7 Expenses of Arbitration. All fees and expenses associated with the arbitrator's services and any transcripts if requested by the arbitrator or either party, shall be borne equally by the Town and Association. Each party shall be responsible for compensating its own representatives and witnesses.

Section 5.8 Town Grievance. Nothing contained in this Article shall preclude the Town's ability to initiate a grievance and request arbitration under this Agreement. A Town-initiated grievance shall begin at Step 3 of the grievance procedure as contained in Article V.

Section 5.9 Association Grievance Committee. The Association shall establish and maintain a committee of its members for the purpose of reviewing and evaluating grievances. No grievance may be appealed from Step 2 to Step 3 without the approval of the Grievance Committee. The overall purpose of the Grievance Committee shall be: (1) to counsel employees as to the merits of particular grievances; (2) to identify disputes which are not well founded in the language of the contract and encourage the resolution of such disputes by other informal means; and (3) to conserve time and resources by approving for further appeal only those grievances which in the judgment of the Committee present substantial questions of contractual dispute.

ARTICE VI WAGES

The salaries for all bargaining unit employees shall be paid in accordance with the salary schedule plan outlined in Appendix C.

Effective April 1, 2014, the base salary shall be adjusted upward by 2.85% to \$67,189.
Effective April 1, 2015, the base salary shall be adjusted upward by 2.85% to \$69,104.

ARTICLE VII HOURS OF WORK

Section 7.1 Work Period. The work period shall be defined as a 28 consecutive calendar day period beginning on the first Sunday of the first payroll period after the effective date of this Agreement and continuing in like succession every 28 days thereafter.

Section 7.2 Work Day/Work Week.

- A. Regular Schedule - Employees shall work a regularly scheduled work week of five (5) consecutive eight (8) hour days followed by two (2) consecutive days off or four (4) consecutive ten (10) hour days followed by three (3) consecutive days off. A work day shall include an eight (8) or ten (10) hour shift within the twenty-four (24) hour period from 11:00 p.m. to 11:00 p.m. An employee's work week begins on the first work day following the employee's regularly scheduled day off. For the purpose of payroll calculations, the work week starting and ending times shall be consistent throughout the department.
- B. Start Time - All employees shall be in uniform ready for duty at the start of each shift or such employee's scheduled work day start time.
- C. Early Start - In the event an employee is in the station, in uniform and ready for duty prior to the start of such shift, then such officer may be assigned to work prior to the start of a such shift. In the event an officer is assigned an early start as provided herein, then such officer's schedule for that day only may, at the discretion of the shift supervisor, be flexed by releasing such officer early from duty. Time worked during an early start period shall be considered straight time. If such officer is not released early, then the overtime pay provisions of a Article 8 shall apply for all time worked in excess of a regular work day [eight (8) or ten (10) hours].
- D. Early Release Time - Employees shall no longer be released early from duty except as provided above. The practice of early release time is hereby abolished.

Section 7.3 Exchange of Shift. Employees shall have the right to temporarily exchange shifts when such an exchange does not interfere with the operation of the Police Department or create overtime. The employee shall give notice to the shift commander at least one (1) day prior to the proposed exchange.

Section 7.4 No Guarantee. The intent of Article 7 is not to create any substantive rights for either party, but rather to define the normal hours of work within a work period and the procedures whereby work assignments are made. The several sections of Article 7 relating to these subjects, shall not be interpreted as a guarantee of hours of work per day, per week or per work period. In situations where the Town has the authority to terminate an employee's work (e.g., lay-off, suspension, discharge, etc.) the Town rights under Article 3 are preserved.

Section 7.5 Shift Assignment. The Town acknowledges that the currently established patrol shifts are as follows:

- First Shift - 11:00 p.m. to 7:00 a.m.
- Second Shift - 7:00 a.m. to 3:00 p.m.
- Third Shift - 3:00 p.m. to 11:00 p.m.
- Fourth shift - 6:30 a.m. to 4:30 p.m.
- Fifth shift - 6:00 p.m. to 4:00 a.m.

The Town further acknowledges that it has no present intention of changing these established shifts. However, the Town retains the right to add additional shifts in order to meet the needs of the

service.

Shift assignments within the Patrol Division shall be determined by bid based on seniority in rank. Shift bids will be for a period of six (6) months beginning on about the first day of January and July of each calendar year. The Town shall post a list of all such shift assignments for bid on or before December 1st and June 1st of each year.

In the case of a temporary employee vacancy within the Patrol Division during the six (6) month bid period, the Town will attempt to fill such vacancies through voluntary flexing of schedules by patrol employees. The Town may also, when appropriate, fill such vacancies through the reassignment of employees assigned to specialty positions. In situations where the Town is unable to fill a temporary vacancy via voluntary flexing or via reassignment from a specialty position, the Town may reassign an employee, from among the five (5) least senior patrol officers who have completed their field training, to fill the vacancy. Such reassignment shall be subject to the following conditions:

- A. The employee to be temporarily reassigned shall be provided with a minimum of forty eight (48) hours notice prior to the change in their work schedule.
- B. No employee shall be reassigned for a period in excess of sixty (60) calendar days.
- C. No employee will be required to work more than forty (40) hours per week without the payment of overtime as is provided in Article VIII. Further, for the purpose of calculating overtime due the employee, the method established in Section 7.8 (Adjustments of Work Week Following Shift Bid) shall apply to any modification of the employee's work schedule.

Employees assigned to the Detective Division or other specialized details (i.e., D.A.R.E. Program, Community Relations Program, Division of Criminal Investigation, Accreditation Program, and others as may be established by the Town and all herein referred to as specialized details) shall be assigned in accordance with departmental directives and the provisions of this Agreement. Employees assigned to these duties shall work five (5) consecutive eight (8) hour shifts or four (4) consecutive ten (10) hour shifts. Regular hours and days of work shall be established by the Town and may be changed by order of the Town from time to time to accommodate the needs of the service as specified in Section 7.6 as applicable.

Those employees assigned to specialized details shall reserve the right to bid on shifts in the Patrol Division by notifying the Town no later than May 1st for the July-December bid period, or no later than November 1st for the January-June bid period. The Town will then attempt to fill the vacated specialized detail position following departmental directives.

If the Town is unable to fill the vacated specialized position, leaving more employees eligible to bid than the number of slots available, the Town-Association Committee will meet to discuss all options on how to fill the vacated specialized position. The Committee will attempt to reach consensus on the option used to fill the position. If consensus is reached, the chosen option(s) will be implemented.

If consensus cannot be reached and the Town continues its desire to fill the position, a bid slot for the vacated specialized position will be placed on the bid sheet. This bid specialty position will have fixed hours and be filled by seniority through the bid process. If the Town chooses not to fill the position nor

create a new specialized position, then an additional bid slot on the patrol shift will be created.

Section 7.6 Changes by the Town. The Association recognizes the needs of the service may necessitate reasonable changes in the hours and days of work of individual employees from time to time. These scheduling changes may be made by order of the Town subject to the payment of any applicable overtime. However, within the Patrol Division, the Town may make no changes to the bid shift assignments and work schedules of any employee without the payment of overtime for hours worked outside of the bid hours except as follows:

- A. Work schedule changes for training activities as prescribed in Section 7.7.
- B. Changes to the work schedule of an employee who is deemed not able to perform their regular duties due to medical or other reasons. Such a schedule change or reassignment shall be made at the discretion of the Town.
- C. Changes in the work schedule made necessary by the voluntary assignment of an employee to a specialized detail.
- D. Changes in the work schedule to accommodate the needs of the service in an emergency or exigent situations.
- E. Upon the request of the Town, an employee may voluntarily flex his/her shift to accommodate the needs of the service. Any voluntary flex of an employee's hours will not be considered overtime hours worked.
- F. Changes in the work schedule to accommodate jury duty service as provided in Section 15.7.

For employees assigned to a specialized detail, the Town may make reasonable changes in the regular work day/work week schedule without the payment of overtime, except for those hours worked in excess of eight (8) per day and forty (40) per week. However, work schedule changes to accommodate training activities shall be made in accordance with Section 7.7 and, further, the Town shall not have the authority to make changes in the work day/work week schedule of any employee to accommodate a required court appearance except when such a court assignment is expected to extend for a period of three (3) consecutive days or more.

Section 7.7 Training. The Town and the Association agree that employee training is a mutually beneficial activity for both the employees and the Department. With that understanding, the Town reserves the right to make reasonable changes in an employee's work day schedule (i.e., daily shift assignment) in order to accommodate training, provided that no employee is required to work and/or attend training more than eight (8) hours in one day or forty (40) hours in a seven (7) day period without being compensated at the premium rate of pay in cash or compensatory time at the election of the employee. For the purpose of this section, the following shall apply:

- A. If a training activity is less than thirty two (32) hours in duration, and falls on an employee's regularly scheduled day off, the employee shall be compensated at the premium rate of pay or compensatory time for the hours worked in that day provided that such compensation does not conflict with Section 8.7.

- B. Compensable training time shall include actual classroom time and, in the case of out of town training, reasonable travel time to and from the training activity. If training exceeds eight (8) hours in one day, the Town may subtract up to one hour for lunch, so long as the total for the day does not fall below eight (8) hours.
- C. For training lasting four consecutive days (32 hours) or longer, employees shall be entitled to premium pay for work exceeding eight (8) hours in one day and for work exceeding an average of 40 hours per week within the "training cycle". A training cycle begins with the employee's work week during which the first day of training or compensable travel to training occurs and ends with the work week during which the last day of training or compensable travel from training occurs. The average hours worked per week within the training cycle shall be determined by dividing the total number of hours of work by the number of work weeks spanning the training cycle. During a training cycle, employees are entitled to an average of two (2) days off per work week. Employees have the option to take their days off during any portion of the training cycle as long as the training activity is not disrupted.

Section 7.8 Adjustment of Work Week Following Shift Bid. Employees who bid to work the patrol shift will assume his/her bid slot during the first complete payroll period in January and July of the respective bid periods. During this period, a work week will be the same used for the purpose of payroll calculations and will be consistent for all department employees. Overtime will be paid for all hours worked in excess of eighty (80) hours during this two (2) week period and hours worked in excess of a regular eight (8) or ten (10) hour work day. Employees will not be required to work more than five (5) consecutive eight (8) hour work days or four (4) consecutive ten (10) hour work days without having a scheduled day off or the payment of overtime.

ARTICLE VIII OVERTIME

Section 8.1 Definition. Overtime shall be defined as premium pay for actual hours worked in excess of a regular work day as defined by Section 7.2 or forty (40) hours in a work week. Overtime shall be reported in a minimum of one tenth (1/10th) of an hour segments [six (6) minutes] and any time over six (6) minutes shall be rounded up to the nearest one tenth (1/10th) of an hour.

Section 8.2 Calculation of Overtime Pay. Overtime pay will equal one and one-half (1 1/2) times an employee's regular rate of pay calculated by dividing the employee's annual salary by 2,080 hours.

Section 8.3 Compensatory Time. Employees may elect during the work period to receive compensatory time in lieu of overtime pay equal to one and one-half (1 1/2) hours for every hour of overtime actually worked.

Section 8.4 Call-Back. An employee called back to duty outside their normal duty schedule and not immediately preceding or following their regular duty schedule, shall be guaranteed a minimum of two (2) hours work at the appropriate rate of pay.

Section 8.5 Call In/Holdover. An employee required to report early or remain past their normal duty schedule shall be credited for their actual hours worked at the appropriate rate of pay. Such a call-in/holdover shall not constitute a call-back and is not subject to the two (2) hour call-back provision outlined in Section 8.4.

Section 8.6 Court Time. An employee required to appear in court in the performance of their official duties, outside their normal duty schedule shall be compensated in accordance with Section 8.4 and Section 8.5.

Section 8.7 No Pyramiding. There shall be no duplication or pyramiding in the computation of overtime or other premium wages, including call back pay. Nothing in this Agreement shall be construed to require the payment of overtime or other pay more than once for the same hours worked.

Section 8.8 Pre-Planned Scheduled Overtime. In order to equalize overtime opportunities among Association employees, all pre-planned scheduled overtime available (i.e. parades, races, special events, etc.) will be offered to employees in accordance with the following procedure:

The department will maintain three (3) lists of Association members who desire to work pre-planned overtime. The first list will be for those holding the rank of Sergeant, filling supervisory vacancies. The second list will consist of officers for shift vacancies known at least seven (7) days in advance. The third list will be for all other overtime opportunities known at least seven (7) days in advance. Sergeants on the third list will only be eligible to work DUI hire-backs and pre-planned scheduled overtime financed by an outside entity. Each employee who desires to be contacted to work pre-planned scheduled overtime during a shift bid period will sign his/her name to a sign up sheet at the time the bid sheet is signed. After the bid sheet is completed, the respective overtime lists will be compiled by seniority in each rank with the most senior employee being placed at the top of the respective list. The lists will then be posted in the roll call/training room of the Police Department.

All overtime opportunities which are known to the Town at least seven (7) days in advance of the date the overtime is to be worked will be filled from the overtime lists. The available overtime will be offered to the first employee whose name appears at the top of the appropriate list. The offer to work overtime will then be offered to each employee in order of seniority until the manpower requirements for the overtime has been filled. The employee whose name is next on the list will then become the first name on the top of list for the next pre-planned overtime opportunity. This procedure will continue for each pre-planned overtime opportunity throughout the bid period. When each list is exhausted, overtime opportunities will commence at the top of the initial lists.

The Town and the Union agree that this section shall be utilized on the occurrence of overtime opportunities for special events. The Town makes the sole determination as to when an overtime opportunity exists. The Town further agrees not to utilize Section 11.3, Working Out of Rank, or Section 17.2, Temporary Appointments, to fill a supervisory position for a special event which would otherwise have provided for an overtime opportunity. In the event that a vacancy remains unfilled after exhausting the sergeant's preplanned overtime list, the Town may order a sergeant to work or utilize Section 11.3 or Section 17.2 at the Town's discretion. Special events are things such as parades, races, fairs, and other special events, but does not include vacancies in the normal supervisory staff. The Town may fill vacancies in the normal and usual supervisory staff utilizing Sections 11.3, 17.2 or 8.8 at its discretion.

ARTICLE IX INSURANCE

Section 9.1 Health Insurance. The Town will provide a group health insurance plan for all employees equal to that provided to other Town employees pursuant to the Town's Personnel Ordinance.

The Town agrees to contribute 50% per month toward the cost of dependent health insurance coverage for those employees who participate in wellness.

Bargaining unit employees agree to participate in the Town Group Health Insurance Plan on the same terms and conditions and with the same premium schedules and wellness incentives as developed and applied from time to time for non-bargaining unit employees. Specifically, bargaining unit employees will be subject to coverage levels and wellness incentives as follows:

<u>Coverage Level</u>	<u>Premium Rate with Wellness Participation (employee share)</u>	<u>Premium Rate without Wellness Participation (employee share)</u>
<u>Employee Only</u>	<u>\$ -0-</u>	<u>\$-0- Plus \$40.00 per month</u>
<u>Employee and Spouse</u>	<u>\$320.00</u>	<u>\$320.00 Plus \$80 per month</u>
<u>Employee and Child(ren)</u>	<u>\$265.00</u>	<u>\$265.00 Plus \$40 per month</u>
<u>Family</u>	<u>\$495.00</u>	<u>\$495.00 Plus \$80 per month</u>

The parties recognize that the dollar amounts set forth above may change and bargaining unit employees shall pay any new amounts established by Town, provided the same amounts are applicable to non-bargaining unit employees.

Section 9.2 Health Maintenance Organization. In lieu of health insurance outlined above, employees may elect to participate in any eligible Health Maintenance Organization (HMO) certified by the Town. The Town will contribute to the cost of an HMO plan a monthly amount equal to that provided for the employee and/or dependent health insurance coverage as contained in Section 9.1 above. Any cost for HMO participation greater than the Town's contribution shall be paid by the employee.

Section 9.3 Life Insurance. The Town agrees to provide \$30,000 in term life insurance and accidental death or dismemberment coverage to each employee and make available, at the employees option and cost, dependent coverage in accordance with the following schedule:

Spouse	10,000.00
Child (6 months to 23 years).....	\$3,000.00
Child (16 days to 6 months).....	\$ 100.00

Section 9.4 Retiree Health Insurance. The Town will provide continued group health insurance coverage for retired and/or disabled employees, their spouse and/or dependents, and the

surviving spouse and/or dependents of deceased employees (Qualified Retirees). The cost of such continued group health insurance shall be borne by the Qualified Retirees. For all employees hired prior to November 1, 2008 except for those who opt in to the sick leave buyout provision as defined in Section 14.8, the Town shall contribute 50% toward the cost of the retiree individual health insurance premium and 20% toward the cost of the retiree's dependent insurance premium for employees who retire with 20 or more years of service and upon reaching 50 years of age.

Qualified Retirees shall participate in such continued group health insurance coverage using the same premium schedules and wellness incentives as developed and applied by the Town for non-bargaining unit retirees.

This section applies only to employees and/or their surviving dependents covered by the terms of this Agreement.

Section 9.5 Dental Insurance. The Town agrees to provide a group dental insurance program for all bargaining unit employees. The level of benefits provided by such dental insurance program shall be equal to that provided to other Town employees pursuant to the Town's Personnel Policy. The Town agrees to pay one hundred percent (100%) of the premium cost of individual coverage and fifty percent (50%) of the premium cost for dependent coverage.

ARTICLE X UNIFORMS

Section 10.1 Uniforms. The Town shall provide each employee with the necessary uniforms and equipment as described in the current operative departmental order upon successful completion of P.T.I. and F.T.O. training. Replacement items shall not be damaged or the wrong size. Nothing in this agreement prohibits the issuance of used replacement items. A copy of the current operative is attached as Appendix D.

It is the understanding of the parties that the Town will no longer be obligated to provide employees with a firearm. It shall be the responsibility of each employee to provide his or her own firearm that is approved for use by the Normal Police Department. Further, it shall be understood that the Town will discontinue the practice of giving a Town issued revolver to employees upon their retirement.

Section 10.2 Plain Clothes Allowance. Employees assigned to a plain clothes assignment in Criminal Investigations Division and School Resource Officer positions prior to January 1, 2009 for more than six (6) months shall receive six hundred dollars (\$600.00) the first full pay period in January for the purchase of clothing. Employees assigned to Criminal Investigations Division and School Resource Officer positions after January 1, 2009 for more than six (6) months shall receive six hundred dollars (\$600.00) upon assignment and on the anniversary of such assignment, paid the first full pay period following the date of assignment. Employees assigned to the Vice Unit shall receive five hundred (\$500.00) upon initial assignment by separate check.

Section 10.3 Return of Uniforms and Equipment. Upon separation from the Department, employees will return all uniform items, accessories and equipment to the Department, cleaned and in serviceable condition, prior to the release of their final payroll check. Employees retiring after 20 or more years of satisfactory service with the Department will be allowed to retain one (1) dress uniform. Use of the dress uniform is limited to formal ceremony and burial.

ARTICLE XI OTHER FRINGE BENEFITS

Section 11.1 Tuition Reimbursement. Reimbursement of tuition, textbooks, and fees will be provided to employees covered by this Agreement for the successful (i.e. minimum grade of "C" on a scale of "A-F" or equivalent) completion of college level courses so long as the employee is working toward a college level degree from an accredited institution in the following fields of study:

- Business Administration
- Criminal Justice Sciences
- Legal Studies (undergraduate minor)
- Management/Public Administration
- Political Science
- Psychology
- Social Sciences
- Social Work
- Sociology
- Traffic and Safety Education (undergraduate minor)
- Foreign Language
- Computer Sciences
- Homeland Security

Full reimbursement (up to 100% of the current per credit hour charge of Illinois State University) will be paid for the successful completion of all subject matter courses and elective courses required to obtain a degree.

Upon approval of the City Manager or his designee, full or partial reimbursement may be granted for other college level courses which may enhance the employee's job performance.

Tuition reimbursement must be requested no more than six (6) months following completion of a course(s). An employee receiving reimbursement pursuant to this section shall repay to the Town the full amount of said reimbursement if the employee voluntarily separates their employment with the Town within one year of completion of the course(s) for which they were reimbursed. The employee must repay 50% of their reimbursement if he/she voluntarily separates their employment within two years of completion of the course(s).

For the purposes of this Agreement the term "accredited institution" shall be defined as an educational institution accredited by the Council of Higher Education Accreditation (CHEA) or a regional accrediting body recognized by CHEA (eg. North Central Association of Colleges and Schools (NCA)

and/or the Higher Learning Commission (HLC)).

Section 11.2 Employee Assistance Program. The Town agrees to provide access to programs, services, and facilities through the Town's Employee Assistance Program. Nothing in this section infers or implies that the Town cannot expand, reduce, or eliminate the level of services provided through the Employee Assistance Program.

Employees are encouraged to participate in the offerings of the Employee Assistance Program.

Section 11.3 Working Out of Rank. Police Officers required to work above the rank for which they are normally assigned for four (4) hours or more any duty day, will be compensated at the rate of one (1) hour of overtime pay in addition to the actual hours worked. Police Officers required to work above the rank for which they are normally assigned for eight (8) hours or more any duty day, will be compensated at the rate of two (2) hour of overtime pay in addition to the actual hours worked. This section will apply to any temporary promotional appointment of less than thirty (30) days.

Section 11.4 Mileage Reimbursement. Employees required to use their private automobiles for pre-approved Department business shall be compensated at a rate in accordance with Town Directive.

Section 11.5 Copies of Agreement. The Town agrees to post a copy of this agreement on the Town intranet. Additionally, the Town shall post a copy of this agreement on the e-mail server for a period of fourteen days following execution.

Section 11.6 Pension Deferral. The Town agrees to defer an employee's contribution to the Police Pension Fund, in accordance with Internal Revenue Service guidelines.

Section 11.7 Miscellaneous. The Town agrees to maintain the following benefits at current levels during the term of this Agreement:

1. Free parking spaces sufficient in number to meet the needs of employees, within a reasonable distance to the City Hall/Police facility.
2. Departmental issued ammunition for range qualification of on duty weapons and authorized back-up weapons.
3. An area for one Association trophy cabinet and file cabinet.
4. Reasonable replacement of personal items that are lost or damaged in the course of duty. "Personal items" shall be defined to include such things as an employee's wrist watch, prescription eye wear and dental appliances (not covered by the Town's workers compensation carrier), flashlights, gloves and any other personal items deemed appropriate by the Town for replacement. To obtain reimbursement, employees will be required to provide sufficient proof that the loss of or damage to the personal item occurred while on duty and in the course of duty, and evidence supporting the actual cost to replace or repair the item. The Town will not replace any item that is lost or damaged as a result of negligent or careless action by the employee. Further, the Town shall be

liable for replacement expenses of no more than two hundred and fifty dollars (\$250.00) per year per employee, with exception of prescription eye wear and dental appliances which shall be replaced at one hundred percent (100%). This provision shall not require replacement by the Town of lost/damaged jewelry, money, credit cards and/or any other personal items, except those specifically listed above.

5. Participation in the Town's Length of Service Award Program as is provided for other Town employees pursuant to the Town's Personnel Policy.

Section 11.8 F.T.O. Compensation. Police officers required to serve in the capacity of a Field Training Officer (F.T.O.) shall be compensated with an additional one and one half (1.5) hours of overtime pay, along with their regular pay, for every eight (8) hours worked in one work day in an F.T.O. capacity. Police Officers assigned to ten (10) hour shifts and required to serve in the capacity of F.T.O. shall be compensated with an additional 1.8 hours of overtime pay, along with their regular pay, for every ten (10) hours worked in one day in an F.T.O. capacity.

Section 11.9 Section 125 Salary Reduction Plan. The Town agrees to allow the members of the bargaining unit to participate in the Section 125 Salary Reduction Plan as is made available to other non-contract Town employees pursuant to the Town's personnel policy.

ARTICLE XII VACATIONS

Section 12.1 Vacation. Employees shall accrue vacation leave, with pay, in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Accrual Rate</u>
More than 1 year, but less than 6 years	6.67 hours per month
At least 6 years, but less than 14 years	10.00 hours per month
More than 14 years	13.33 hours per month

Computation of entitled vacation time shall be made at the end of each completed month of service and immediately available to the employee.

Section 12.2 Requesting and Scheduling Vacations. Vacations shall be scheduled according to the following procedures and conditions:

1. Beginning in 2005, employees shall have the option to bid for vacation leave time. Bidding shall commence concurrent with the shift bidding process in accordance with Section 7.5. The vacation bids of the most senior employees shall have priority.
2. Employees may elect not to schedule all or part of their vacation leave time through bidding. No person shall bid less than one (1) day. The vacation leave time of such employees may be scheduled at the time of each shift bid, for that next six month bid period, but the scheduling of such request shall be

subject to the approval of the Town. Such requests for vacation time shall be subject to the following additional conditions.

- a. Vacation time can be taken in one (1) hour increments.
 - b. Vacation leave shall not create the callback of unscheduled personnel or the payment of overtime, unless approved by the Town.
 - c. When more than one (1) request for the same vacation date is made within any twenty-four (24) hour period, the request of the most senior employee shall have priority.
3. Vacation leave time scheduled by bidding at each shift bid or vacation leave time of five (5) consecutive days or more scheduled by the approval of the Town shall not be canceled except in the event of an emergency (e.g., riot, natural disaster, etc.)

Section 12.3 Carry Over of Vacation Time. Employees shall be permitted to accumulate and carry-over unused vacation leave in an amount not exceeding the amount that employee accrued over the previous twelve months pursuant to the Section 12.1 accrual rate schedule, plus forty (40) hours.

Section 12.4 Vacation Pay. An employee's rate of pay while on vacation shall equal the employee's regular straight time hourly rate of pay in effect at the time of vacation is taken.

Under no circumstance will employees receive pay in lieu of vacation leave, except in accordance with Section 12.5.

Employees scheduled to be on a vacation leave may request their payroll check, in advance, from the Finance Department by submitting a written request to the Finance Department at least seven (7) calendar days prior to the last regular payroll date before their vacation leave.

Section 12.5 Pay for Unused Vacation Upon Separation. An employee who resigns with a minimum of two (2) weeks advance notice, is discharged, retires, or dies shall be compensated in cash for all accrued but unused vacation time; except that vacation leave accumulated and carried over from a prior year will be compensated in cash based on the employee's straight-time hourly rate in the prior year.

ARTICLE XIII RESIDENCY

Employees covered by this agreement may reside within the corporate limits of the Town of Normal or the City of Bloomington or within McLean County or within a twenty (20) mile radius of Main Street and College Avenue. If a portion of the municipality is located within a residence area, then the entire municipality shall be deemed within the residence area.

ARTICLE XIV

SICK LEAVE

Section 14.1 Accrual. An employee shall accrue sick leave at a rate of eight (8) hours for each month of service. Such sick leave can be accumulated to a maximum of nine hundred sixty (960) hours. Employees shall not accrue sick leave during periods of leave without pay, while on an extended sick leave of more than twenty (20) work days, or during the use of accumulated vacation leave prior to an announced separation from employment.

Section 14.2 Use of Sick Leave. An employee shall accrue sick leave at the rate of eight (8) hours for each month of service cumulative to a maximum of nine hundred sixty (960) hours. If an employee takes three (3) consecutive workdays or more of sick leave, he/she may be required to furnish a physician's statement attesting to their fitness to return to work to his/her Department Head.

- A. Eligibility. All regular employees who have been employed for over thirty (30) days shall be eligible for earned sick leave.
- B. Use. Sick leave may be used by eligible employees for paid leave in the following conditions:
 - 1. Bona fide personal employee illness, injury, or medical appointments. Where possible, however, medical appointments should be scheduled before or after an employee's work shift or on a non-work day.
 - 2. Bona fide personal illness, injury, or medical appointments of an eligible employee's spouse, parent or child without age restriction or limit of days per fiscal year, provided all of the following conditions are met:
 - a. The employee's presence is required.
 - b. Prior approval is obtained
 - 3. Use of sick leave for personal use or immediate family members does not release any employee from their obligation in maintaining a satisfactory attendance record. The abuse of sick leave, including evidence of patterns of use around an employee's weekend, as well as the excessive use of sick leave on a frequent and recurring basis may constitute just cause for disciplinary action.
- C. No employee shall be entitled to the benefit for more than nine hundred sixty (960) hours in a fiscal year.
- D. Employees on payroll, receiving either a paycheck or Worker's Compensation benefits, will accrue sick leave.
- E. Accumulated sick leave may be used for maternity, pregnancy or pregnancy related conditions, illnesses or disabilities in the same manner and to the same extent that accumulated sick leave may be used for non-pregnancy related conditions, illnesses or disabilities.

- F. The Town may require an employee to submit documentation attesting to the necessity of the employee to be absent from work on account of illness or injury. Medical documentation shall be submitted in a form and manner acceptable to the Town.

Section 14.3 Serious Family Illness Leave. Serious family illness shall be pursuant to the Town's FMLA directive #II-099.11 dated February 28, 2011 as amended from time to time as required or allowed pursuant to federal or state law or regulations.

Section 14.4 Coordination of Worker's Compensation Benefits. An employee receiving compensation under the provisions of the Workmen's Compensation Act of the State of Illinois will be eligible to take sick leave hours during this period and receive that portion of his/her regular salary which will, together with Workmen's Compensation income, equal his/her regular total take home pay. The use of sick leave in this fashion will be optional at the discretion of the employee.

Individual cases will vary because of the member's present salary, marital status, number of dependents, and number of earned sick leave hours. Employees will take the maximum of compensable pay and by option may take sick days in order to receive their total regular salary. While Workmen's Compensation is being received and the option on sick leave hours exercised, each day off is not considered one full sick day. The amount of sick leave utilized will be computed by the amount the employee is eligible to receive from each sick day (present daily salary minus the amount of Workmen's Compensation payment received).

Section 14.5 Exchange of Sick Leave Upon Retirement. An employee who is eligible to retire from the Town of Normal Police Department with at least twenty (20) years of service on the Department shall be eligible to exchange a portion of such employee's accumulated and unused sick leave calculated at the time the employee enters into a retirement agreement with the Town at the exchange rates listed below.

<u>Accumulated Sick Leave</u>	<u>Exchange Rate for employees hired before 11-1-08</u>	<u>Exchange rate for employees hired after 11-1-08 And those employees hired prior To 11-1-08 who opt in to plan per Sec. 14.8</u>
960 hours to 840 hours	50% of hours in cash	60% of hours converted
839 hours to 720 hours	30% of hours in cash	50% of hours converted
719 hours to 550 hours	20% of hours in cash	40% of hours converted
549 hours or less	0% of hours in cash	0% of hours converted

For employees hired after November 1, 2008 and those employees hired prior to November 1, 2008 who opt in to the plan per Sec. 14.8, the value of the exchanged sick leave shall be deposited into the employee's ICMA-RC Retirement Health Savings Account (RHS).

Those employees with less than 550 hours of accumulated and unused sick leave as of the date their retirement agreement will not be eligible for any exchange for their accumulated and unused sick leave time. Any employee electing to exchange sick leave shall enter into a retirement agreement with the Town.

Such retirement agreement shall include the following:

1. Effective date of Agreement
2. Number of PTO hours converted per this section or number of sick leave hours exchanged and the value to be deposited in the ICMA-RC Retirement Health Savings account per this section.
3. Number of other leave hours accumulated at the time of the agreement such as vacation, compensatory time, personal convenience and paid time off.
4. The date the employee will retire.
5. The employee's status between the date of agreement and the employee's retirement date. An employee shall use all PTO hours and other accumulated leave hours between the effective date of the agreement and the employee's date of retirement.
6. Election of any retirement insurance benefits.
7. Other provisions as agreed.

Section 14.6 Sick Leave Reinstatement. For employees who have accrued a minimum of nine hundred and forty-four (944) hours of sick leave and who, due to illness, injury or disability take a minimum of ten (10) days up to a maximum of one hundred twenty (120) days of accumulated sick leave and are able to furnish a physician's statement attesting to the employee's illness, injury or disability and subsequent recovery, will be reinstated the actual number of sick leave days taken. An employee must have worked a minimum of one (1) year from the date of return and taken not more than ten (10) sick days in that year to qualify for this provision. Also, any employee whose sick leave accrual is below, or had fallen below, nine hundred and forty-four (944) hours at the time the illness or injury occurs is not eligible for this provision. Employees hired after November 1, 2008 are not eligible for this provision. Employees hired prior to November 1, 2008 and who participate in the sick leave buyout program per Section 14.8 are not eligible for this sick leave reinstatement provision.

Section 14.7 Sick Leave Incentive. For employees hired after November 1, 2008 and employees who participate in this provision per Section 14.8, upon reaching the maximum accrual of 960 hours, seventy percent (70%) of their monthly accruing sick leave shall be exchanged for cash.

Monthly accrued and unused sick leave shall be converted to cash in accordance with the following schedule and the cash value shall be placed in the employee's ICMA-RC Retirement Health Savings Account.

Employee's hourly rate of pay x hours of unused sick leave accrued that month x
70% = cash value to be deposited into the employee's ICMA-RC RHS account.

The Town shall contribute up to \$500 on an annual basis as a matching contribution to an employee's ICMA 457 Deferred Compensation account for employees hired after November 1, 2008 who participate in either the 457 Deferred Compensation or the RHS program. The Town shall contribute up to \$500 on an annual basis as a matching contribution to an employee's ICMA 457 Deferred Compensation

account for those employees hired before November 1, 2008 who have waived their retiree health insurance benefit and who participate in either the 457 Deferred Compensation or the RHS program.

Section 14.8 Participation in the Sick Leave Incentive for Employees Hired Prior to November 1, 2008. Employees hired prior to November 1, 2008 shall be eligible for the monthly sick leave incentive provision as defined in Section 14.7 and the increased sick leave exchange upon retirement as defined in Section 14.5 provided such employee permanently waives his or her right to the Town's health insurance premium contribution set forth in Section 9.4 and permanently waives the Sick Leave Reinstatement provision as defined in Section 14.6.

ARTICLE XV OTHER LEAVES

Section 15.1 Personal Convenience Leave. On April 1st of each year, employees shall be granted personal convenience leave in accordance with the following schedule:

- a. Each employee with more than one (1) year but less than twenty (20) completed years of continuous employment with the Town: Twenty-four (24) hours of personal convenience leave.
- b. Each employee with twenty (20) but less than twenty-five (25) completed years of continuous employment with the Town: Thirty-two (32) hours of personal convenience leave.
- c. Each employee with twenty-five (25) completed years or more of continuous employment with the Town: Forty (40) hours of personal convenience leave.

Such leave shall not be accumulated nor shall the employee be paid in lieu of days not taken. Such leave shall be taken prior to April 1st of the year following the granting of such leave. Such leave shall be requested at least one (1) calendar day in advance. Personal convenience leave may be taken in one (1) hour increments or more and shall not necessitate the call-back of unscheduled personnel or the payment of overtime.

Newly hired regular full-time employees shall upon commencement of employment be granted personal convenience leave hours based on the following formula: number of days left in fiscal year divided by 365 times 24 hours.

Section 15.2 Funeral Leave. In the event of a death of a spouse, child, mother, father, or sibling of an employee, such employee shall upon request be granted three (3) days off without loss of pay.

In the event of a death of any person with whom the employee maintained a close familial relationship, then upon request the employee may be granted up to three (3) days off without loss of pay upon approval of the Police Chief. Such a determination will be based on the employee's relationship with the deceased, distance to be traveled, actual attendance at a funeral, and other reasonable considerations and shall not be unreasonably withheld. Additional time off without loss of pay may be granted at the discretion of the Town.

Section 15.3 Compensatory Time. Employees electing for compensatory time in lieu of overtime pay shall be credited with one and one-half (1 1/2) hours for each one (1) hours of eligible overtime worked. An employee may accumulate a maximum of one hundred (100) hours of compensatory time. Furthermore, the Town reserves the right to allow the carry-over of compensatory time, or the right to pay compensation for accrued compensatory time, based upon the rate of pay at the time it was earned, at its sole discretion. Effective April 1, 2008, any compensatory time not used or cashed out prior to March 31, each year, shall be automatically converted to cash and deposited into the employees ICMA-RC Retirement Health Savings account. The cash amount shall be converted according to the employee's rate of pay as of March 31. Compensatory time must be used in the same fiscal year it is earned.

Compensatory time must be requested and approved a minimum of seventy-two (72) hours prior to its proposed use. On the first, second, third and fourth patrol shifts, compensatory leave will be granted on a first come, first served basis. With regard to the first, second, third and fourth patrol shifts, the Town and the unit agree that the Town shall not be required to grant a compensatory leave on the first, second, third or fourth patrol shift when an officer is already working that same shift in an overtime capacity to meet minimum staffing. It is understood that the Town retains the right and responsibility to determine minimum staffing in accordance with Article III, Management Rights. Sergeants' leave is not to be considered in determining whether a person is working overtime or is using compensatory leave. A supervisor, at his/her discretion, may approve a request for compensatory time off if requested less than seventy-two (72) hours in advance if the granting of said time off does not create a call-back or overtime situation.

The Association recognizes the Town's need to continue services to the public and agrees to work with the Town to avoid an overtime situation whenever possible.

Section 15.4 Military Leave. Military leave shall be granted to employees in accordance with applicable federal and state law.

Section 15.5 Leave Without Pay. The City Manager may grant an employee leave without pay for a period not to exceed one (1) year when it is in the interest of the Town to do so. An employee's request shall be considered when they have shown by their record to be of more than average value to the Town and where it is desirable to retain the employee even at some sacrifice. During the employee's approved leave, their position may be filled by a temporary appointment, promotion, or reassignment. At the expiration of the leave without pay, the employee has the right to, and shall be reinstated to, the position previously held, if the position still exists; or if not, to any other vacant position in the class at their previous salary.

Approved leave without pay shall not constitute a break in service. Employees on approved leave shall not accrue or be entitled to any benefits, including sick leave, vacation, or P.C. days. Insurance coverage may continue at the Town's option, at the employee's expense.

Section 15.6 Court Time Leave. In recognition of time committed by employees waiting to be engaged for court appearances, all employees shall be granted sixteen (16) paid hours off on April 1st of each year. Such leave shall be used prior to April 1st of the next year and shall not be carried over except as provided hereafter. Such leave shall be scheduled at least-one (1) day in advance and shall not necessitate the call back of unscheduled personnel or the payment of overtime. Any leave time not used prior to April 1st shall be lost unless the employee attempted to schedule his remaining leave time and was

denied such request at least two (2) times per remaining leave day prior to March 1st, then the Town may elect to cash out the remaining leave time or allow the employee to carryover the remaining leave time. Such leave shall be taken in a minimum of one hour.

Section 15.7 Maternity Leave. Employees shall be granted maternity leave in accordance with applicable state and federal statutes.

Section 15.8 Jury Duty. Employees shall be granted leave of absence to perform jury duty when summoned to do so by a court of law. Such leave shall be without loss of pay provided that the employee surrenders the jury pay he/she receives from the court to the Town, and provided further that such employee returns to work for any portion of a regularly scheduled work day [eight (8) or ten (10) hours] that such employee was not actively performing jury duty service.

An employee's regular work day schedule (shift) may be altered to accommodate jury duty service. Employees serving as jurors on regular days off shall not be entitled to compensation from the Town, nor shall the Town be obligated to pay overtime for jury duty service exceeding a regularly scheduled work day [eight (8) or ten (10) hours] or work week [forty (40) hours].

Section 15.9 Paid Time Off. In lieu of holidays and holiday pay, employees shall receive seventy-two (72) paid hours off per year. Such leave shall be granted on April 1st of each year. Such leave shall be scheduled seventy-two (72) hours in advance of the requested date. Up to twenty-four (24) paid hours off may be cashed out on March 31st. The Town shall cash out the remaining paid time off no later than the first complete pay period following March 31st at the employee's rate of pay when the leave time was initially earned. Such leave shall be taken in a minimum of one (1) hour increments.

An employee may elect to exchange eight (8) hours of PTO for eight hours of straight time pay if the employee's regular work shift falls on a recognized Town holiday and if the employee works that shift. Such election shall be made by the employee no later than the end of the pay period in which the holiday falls. PTO may not be reimbursed for pay under any other circumstances except under those circumstances specifically enumerated in this section.

Newly hired employees starting work after April 1 shall receive a pro-rata share of PTO hours for the remainder of the fiscal year. For example, an employee starting on October 1 shall receive 36 hours of PTO. Conversely, an employee separating from employment with the Town after April 1 shall relinquish a pro-rata share of their accrued PTO leave. For example, if an individual separates employment with the Town on October 1, he/she shall relinquish 36 hours of PTO leave. If the employee has already used some or all of this pro-rata share, he/she shall either reimburse the Town the dollar value of the leave time or relinquish a like amount of accrued and unused vacation or PC leave.

Section 15.10 Scheduled Work Day. An employee cannot be ordered to work a shift prior to or directly after pre-approved leave. This prohibition shall not apply to regular days off as determined by the shift bid or changes authorized pursuant to Article 7.

ARTICLE XVI

SENIORITY/LAYOFF AND RECALL

Section 16.1 Seniority Definition. Seniority is defined as the employee's length of continuous active service with the Town of Normal Police Department since their last date of hire. When employees are hired on the same day seniority shall be determined on the basis of numerical position on the original eligibility list.

Section 16.2 Termination of Seniority. An employee's seniority shall be terminated if the employee:

- a) quits,
- b) is discharged for just cause,
- c) retires,
- d) is laid off and not recalled for 48 months.

Section 16.3 Probationary Period. New employees shall serve a probationary period consisting of fifteen (15) months of active service which, if successfully completed, seniority shall date back to their date of hire. There shall be no seniority among probationary employees except as related to the lay off and recall of such employees as included in this Article. The probationary period shall be suspended during the period a probationary employee is unavailable for his/her regular duty for more than two consecutive weeks due to illness, disability, or approved leave of absence.

Section 16.4 Layoff. In the event the Town determines to reduce forces or displace or abolish positions within the Department, employees shall be reduced or laid off in accordance with their seniority rights as provided by 65 ILCS 5/10-2.1-18.

Section 16.5 Bumping. An employee notified of a pending layoff may "bump" an employee in a lower rank, effectively replacing a less senior employee in the lower rank, in accordance with their seniority rights as provided by 65 ILCS 5/10-2.1-18.

Section 16.6 Recall. Employees who have been laid off shall have their names placed on a re-call list in the order of their seniority. An employee's re-call shall be in accordance with their seniority rights as provided by applicable provisions of 65 ILCS 5/10-2.1-18.

ARTICLE XVII PROMOTIONS

Section 17.1 Sergeant Promotional List. The Town shall be responsible for creating a register of eligibles for promotion to the rank of Sergeant. Such promotional list shall be established using the criteria and process determined by law and ordinance or otherwise stipulated within this article. The testing process for creating a new list shall continue no more than three (3) months in duration beyond the date of the first test in that process, unless the Association agrees to extend such time limit. Such extension shall not be unreasonably withheld.

The promotional list shall remain in full force and effect until the earlier of two (2) years after the date of its original certification or exhaustion by removal of names from the list. The Town shall begin the

testing process to create a new register of eligibles no later than six (6) months prior to the expiration date of the then current list. If the promotional list is exhausted prior to the date of its expiration, the Town shall immediately begin the testing process to create a new list. Under no circumstances shall a promotional list be expired for more than six (6) months without the certification of a new list, or agreement by the Association.

Section 17.2 Temporary Appointment to the Position of Acting Lieutenant or an Acting Position in any Lower Rank. The Town shall make temporary appointments to fill acting Lieutenant or lower ranks under the following terms and conditions:

In the case of a temporary vacancy, when an active promotional list exists, the Town shall make such temporary promotions from among those individual employees in the then current promotional pool. Individual temporary appointments can be no more than six (6) months in duration. The Town reserves the right to make temporary appointments of shorter duration and/or to rotate the temporary appointments among all or some of the employees in the current promotional pool. If there are an insufficient number of employees in the promotional pool to fill the temporary vacancy while maintaining the six (6) month individual duration limit, then the Town may assign an employee(s) from the current pool to that temporary vacancy for a period of more than six (6) months each.

In the case of a temporary vacancy, when an active promotional pool does not exist, the Town may make such temporary promotions from among those employees holding the next lower rank. However, such temporary promotional appointments shall be limited to a maximum of six (6) months or until a new promotional pool is formed, whichever comes first. In case no person in the next lower rank accepts such appointment the Town may make such temporary promotions from any employee.

Nothing within this article precludes the Town from electing not to fill any vacant positions whether they be temporary vacancies or permanent.

Nothing within this article precludes the Town from electing not to fill any vacant positions whether they be temporary vacancies or permanent.

Section 17.3 Temporary Appointments to the Position of Acting Assistant Chief or any non-Board Certified Position Higher than Lieutenant. Temporary appointments to the position of Acting Assistant Chief, Chief, or any non-Board certified position higher than Lieutenant is a non-mandatory subject of bargaining, and the Association recognizes the right of the Town to fill such positions in its discretion.

Section 17.4 Regular Appointments to Rank of Lieutenant or Non-Board Certified Positions. Appointments to the rank of Lieutenant or non-Board certified positions is a non-mandatory subject of bargaining, and the Association recognizes the right of the Town to fill such positions in its discretion.

Section 17.5 Salary for Temporary Appointments. An employee temporarily appointed to a higher rank exceeding thirty (30) days shall receive the pay of the lowest paid position in that promoted rank for each day so appointed.

Section 17.6 Contract Benefits for Temporary Appointments Outside the Bargaining Unit. An employee temporarily appointed to a position outside the bargaining unit shall not be entitled to overtime pay, premium pay, schedule or hours of work protection afforded under the contract.

Section 17.7 Sergeant Promotional Process. The process used to create the Sergeant Promotional List is outlined in Appendix G.

ARTICLE XVIII SAFETY

Section 18.1 Town Safety Committee. The Police Chief shall assign one (1) Association member to the Town Safety Committee. The employee shall not be required to attend such meetings outside that employee's regularly scheduled work hours.

Section 18.2 Department Safety Committee. The Police Chief may appoint up to three (3) Association members to a Department Safety Committee for purposes of reviewing Town procedures and practices and recommending measures to improve the safety and security of employees, the Department and Town.

Section 18.3 Drug Testing. In order to provide a safe work environment and to protect the public by insuring that police officers have the physical stamina and emotional stability to perform their assigned duties, the Town may require employees to submit to drug testing as outlined in the attached policy labeled Appendix F.

Section 18.4 Fitness Opportunity. The Town will continue to provide an employee exercise room and will make available to employees the services of the Department physical fitness trainers for assistance with developing a personal fitness/exercise program.

ARTICLE XIX BULLETIN BOARD

The Town agrees to furnish suitable space for one (1) bulletin board in a convenient place to be used only by the Association. The Association shall limit its posting of notices and bulletins to said board. The Association shall not post any material which is abusive, inflammatory, reflect partisan political material or supports candidates for local government office.

All material shall be signed and approved by the authorized representative of the Association prior to the posting of material.

ARTICLE XX

OUTSIDE EMPLOYMENT

Any employee may engage or continue other employment or services subject to the approval of the Town, and subject to the following restrictions which shall be consistently applied:

- A. Appropriate records will be filed in each employee's personnel file, listing where employed, hours to be worked, and other pertinent information, including changes in the above.
- B. The outside employment must not interfere with an employee's effectiveness in their employment for the Town of Normal.
- C. Outside employment must not leave the employee tired or subject to injury on the job.
- D. An employee that is injured doing approved off-duty employment is eligible to use accrued sick leave benefits from the Town. If the employee is eligible for benefits under the State's Worker's Compensation Act, the employee will only be eligible for sick leave benefits as established in Section 14.4.
- E. Outside employment shall not be a conflict of interest with an employee's Town employment, nor shall it interfere with the employee's ability to respond to emergency calls.
- F. No adverse public relations shall result to the Town because of employee's outside employment.
- G. All outside employment situations within the Town involving the use of general police powers shall be assigned by the Town. The employee shall be considered on duty with the Town. The Town shall enter into a contract with the outside entity desiring police services. No employee shall engage in outside employment involving the exercise of general police powers absent assignment by the Town and a contract with the outside entity. Assignments shall first be made on the basis of seniority in the Department rather than rank, among those employees volunteering for outside employment. Once an employee declines an assignment or serves an assignment, his or her name shall be placed at the bottom of the list. A list shall be valid during each bid period.

Any employee currently engaged in other employment or services may continue such employment or services subject to approval of the Town in accordance with the above standards.

The decision of the Town shall not be reversed unless arbitrary and capricious.

ARTICLE XXI NON-DISCRIMINATION

Section 21.1 Non-Discrimination. In accordance with applicable Federal law, neither the Town nor the Association shall discriminate against any employee covered by this Agreement because of

race, creed, color, national origin, sex, age, religion, political affiliation, sexual orientation or union activity. Notwithstanding other provisions within this agreement, both parties agree to comply with the American with Disabilities Act (ADA).

Section 21.2 Gender. Whenever a male gender is used in this Agreement, it shall be construed to include male and female employees.

ARTICLE XXII INDEMNIFICATION

Section 22.1 Dues Check-Off/Fair Share. The Association shall indemnify and hold harmless the Town against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Town for the purpose of complying with the dues check-off or fair share provisions provided the Town has not promoted or instigated such challenge.

Section 22.2 Fair Representation. The Association shall indemnify and hold harmless the Town against any and all claims, suits, or judgments brought or issued against the Town as a result of any action in which it is adjudged to have been responsible for damages incurred by an employee as a result of action by the Association which violates its duty of fair representation under the standard enunciated by the U.S. Supreme Court in Vaca v. Sipes 386 U.S. 171, provided that the Town has not promoted or instigated such challenge.

Section 22.3 Injuries. Except as provided herein, the Town agrees to indemnify and defend an employee for injury to the person or property of another caused by an employee as provided in Ill.Rev.Stat. 65 ILCS 5/1-4-6.

The Town shall not indemnify any employee where the injury results from the willful misconduct of an employee. The Town shall not indemnify any employee for any portion of a judgment representing an award of punitive or exemplary damages. The Town shall not indemnify any claim made against an employee alleging misconduct which misconduct is excluded from coverage by the Town's liability insurance carrier.

Section 22.4 Duty to Defend. In the event of any legal action against the Town brought in a court or administrative agency and the Association is responsible or may be responsible under Section 22.1 or 22.2 to indemnify and hold the Town harmless, then the Association agrees to defend such action at its own expense and through its legal counsel provided:

- A. the Town gives reasonable notice of the action in writing to the Association;
- B. the Town permits the Association intervention as a party if it so desires;
- C. the Town cooperates with the Association and its counsel both at trial and at all appellate levels.

The parties agree that the Town may elect to represent itself through its own attorney rather than

the Association's attorney and the Association shall reimburse Town for actual out of pocket costs of such representation.

ARTICLE XXIII ENTIRE AGREEMENT

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

Notwithstanding the above provisions, the Town will agree to bargain with representatives of the Association over the impact of any new policy or procedure, in the specific areas listed below, which directly and significantly affect the terms and conditions of employment for bargaining unit employees.

- A. Shift Assignment
- B. Medical Benefits
- C. Employee Fees (i.e., parking fees, equipment rental fees, etc.)

Any such policy or procedure which is directly or indirectly addressed in the employment agreement, and/or any subject that was discussed during any negotiating sessions, shall not be subject to this impact bargaining requirement. The Town agrees to notify the Association thirty (30) days prior to the implementation of any new policy or procedure in the above listed areas. The Association must advise the Town in writing no more than ten (10) days, after such notification of the policy or procedure change, regarding its desire to exercise its right to impact bargain. Further, the Town maintains the right to implement any such policy or procedure prior to negotiating its impact with the Association. Both the Town and the Association will exercise good faith efforts to proceed with the resolution of a dispute in a timely manner. Failure to reach agreement over the impact of any new policy or procedure shall be resolved through mediation and arbitration as provided in the Illinois Labor Relations Act.

It is understood that this Article in no way infringes upon the Town's ability to exercise its management rights enumerated in Article 3, so long as such actions do not violate or conflict with any express provisions within the employment agreement.

ARTICLE XXIV AMENDMENTS TO AGREEMENT

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

ARTICLE XXV
SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provisions, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted federal or state legislation, the remaining parts or portions of this Agreement shall remain in full force and effect, and the subject matter of such invalid provision shall be open to immediate negotiations.

ARTICLE XXVI
DURATION

Section 26.1 Duration and Notice. This agreement shall remain in full force and effect through March 31, 2018. The agreement shall be automatically renewed from year to year unless either party gives written notice to the other not more than 150 days and not less than 120 days prior to the agreement expiration, as outlined above, that it desires to terminate or modify this Agreement. The agreement shall remain in full force and effect during any renegotiation process even if that process extends beyond the expiration date.

Section 26.2 Reopener. This Agreement may be reopened by the Association or the Town for purpose of negotiating Article VI (Wages) as it relates to the third and fourth years of this Agreement. Either party may request the reopener by providing written notice to the other party between 90 days and 60 days prior to March 31, 2016.

Section 26.3 Negotiations. In the event notice is given as outlined in Section 26.1 above, negotiation shall begin no later than 90 days prior to the expiration of this Agreement.

ARTICLE XXVII
LABOR - MANAGEMENT RELATIONS

In order to maintain and improve upon this positive relationship, the Town and the Association agree to following strategy:

1. Maintain open lines of communication by convening quarterly meetings of the Town and Association bargaining committees to discuss issues of concern and interest to either or both parties. The parties shall meet at the written request of either party. The parties shall not be required to meet in excess of four (4) times per calendar year. The Assistant City Manager and the Association President shall jointly prepare a meeting agenda prior to each meeting.
2. In an attempt to enhance mutual understanding and communication between the Association and the Town, three members of the Executive Board shall be encouraged to

meet collectively, no more than once per year, with the Mayor, City Manager and a member of the Town Council of the union's choice. The purpose of these meetings is to share information and to discuss items of mutual interest or concern. It is understood that these meetings will not be for the purpose of any collective bargaining and/or contract negotiation activity.

3. In an attempt to improve communication, to provide information, and to expeditiously address problems/concerns within the Department, the Chief of Police agrees to convene periodic meetings with all Departmental employees when requested by the Association. The Chief of Police shall not be required to meet in excess of two (2) times per calendar year. It is understood that attendance at such meetings by bargaining unit employees is voluntary and that such attendance will not be considered compensable time. It is further understood these periodic departmental meetings will not be considered to be collective bargaining sessions.

FOR PBPA UNIT #22:



President




Vice President



Secretary




Treasurer



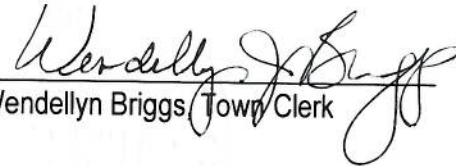
Sergeant At Arms

FOR THE TOWN:



Chris Koos, President

ATTEST:



Wendelyn Briggs, Town Clerk

(seal)

APPENDIX A
AUTHORIZATION FOR CHECK-OFF OF ASSOCIATION

I hereby authorize the Town of Normal ("Town") to deduct from my pay the regular monthly dues of Normal Police Benevolent and Protective Association, Unit #22, ("Authorization") and remit said dues to the Treasurer of the Association.

I understand that this authorization is revocable by filing written notice to the Town Finance Director and to the Treasurer of the Association within thirty (30) days immediately preceding the annual anniversary date of this Agreement, or upon termination of the current collective bargaining Agreement between Town and the Association.

Name

Signature

Employee #

APPENDIX B PROCEDURE FOR PROCESSING FAIR SHARE OBJECTIONS

Section 1 Filing an Objection. An employee with any objections to a fair share payment shall initially file his/her objection by notifying the Association President in writing by registered or certified mail postmarked within thirty (30) days after he/she becomes aware of the basis for his/her objection.

Section 2 Review Step One. Any objection properly submitted to the Association President shall be promptly heard by the Executive Board of the Association, which shall review the objection and any other pertinent matter submitted by the objector. Within thirty (30) days after receipt of any objection, the Executive Board shall determine whether any reduction in the amount of the proportionate share payments to be made, and notify the objector in writing.

Section 3 Review Step Two. Upon receipt of the decision of the Executive Board, an objecting employee may pursue his/her objection by filing a complaint with the State Labor Relations Board, in accordance with the procedures established by that agency. In the event that appropriate procedures are not available, the employee may appeal the Executive Board's decision to binding arbitration utilizing the procedures set forth in Section 5.4 of the current labor agreement.

In using this procedure, an employee shall operate under the conditions set forth for the Association, and the Association shall operate under the conditions set forth for the Town. The only exception shall be in the provision for the sharing of costs of the arbitration process. Under this procedure, the Association shall, from its funds budgeted for contract defense and administration and use in the calculation of proportionate share non-members payments, pay the full cost of the arbitration and any administration fees connected with the arbitration process.

Section 4 Consolidation. If more than one employee has requested arbitration, all complaints shall be consolidated and determined by the designated arbitrator in a single hearing. In any such hearing, the objectors shall designate a spokesperson to act in their behalf in presenting all claims in the hearing.

Section 5 Segregated Funds. Upon the initial receipt by the Association of any contested amount of proportionate fair share payment by an employee, the Association shall cause and direct such contested amount to be placed in an interest bearing escrow account at the then prevailing rate. Any additional so contested amounts, collected while the objection is in process, shall be similarly directed to such account, until such time as the validity of the objection is finally determined.

Section 6 Rebates. In the event that the Association determines or an arbitration award directs a reduction in the proportionate share payments, the Association shall notify the Town to comply with said ruling as to prospective deductions from the salaries of non-members and the Association shall provide necessary rebates, including interest at prevailing rates on the amount to be rebated, to all such proportionate fair share paying non-members.

APPENDIX C PBPA SALARY PLAN

The Town and the Association agree on the Salary Plan outlined below, with adjustments to the base salary in accordance with Article VI.

Patrol Officers:

Patrol Officers with less than one year of service on the department will be paid at Step 0 while completing the training academy and F.T.O. program. Upon successful completion of the academy and F.T.O. program, Patrol Officers will advance to Step 1. Except for advancement from Step 0 to Step 1, all step increases will be granted on employment anniversary dates for all employees. To be eligible for an increase from Step 1 to Step 2, an employee must have completed 2 full years on the department. Patrol officers are eligible for annual step increases up to the completion of their fifth (5) year of service on the Department. Subsequent step increases will occur upon completion of 10, 15 and 20 years of service on the Department.

The advancement of each employee from one step to the next in the salary plan, for the period of April 1, 2014 through March 31, 2018, is detailed in this Appendix.

Sergeants:

On the Sergeant salary schedule, the base salary (Step 0) will be equal to the salary of Step 20 of the Patrol Officer salary schedule. All step increases will be granted on the anniversary date of the employee's promotion. All employees will be required to have completed one (1) full year of service as a Sergeant in order to be eligible for a step increase. Sergeants are eligible for annual step increases up to the completion of their fifth (5th) year of service in rank. Subsequent step increases will occur upon completion of 10 and 12 years of service in rank.

The advancement of each employee from one step to the next in the salary plan, for the period of April 1, 2014 through March 31, 2018, is detailed in this Appendix.

Salary Schedule:

Patrol:

Step 0	Training Wage (78% of base)
Step 1	80% of base
Step 2	85% of base
Step 3	90% of base
Step 4	95% of base
Step 5	Base Wage
Step 10	110% of base
Step 15	115% of base
Step 20	120% of base

Sergeants:

Step 0 (Start)	Step 20 of Patrol Salary
Step 1	101% of top Patrol Salary
Step 2	102% of top Patrol Salary
Step 3	103% of top Patrol Salary
Step 4	104% of top Patrol Salary
Step 5	107% of top Patrol Salary
Step 10	112% of top Patrol Salary
Step 12	116% of top Patrol Salary

The parties realize that the salary schedule plan agreed upon in this article will annually generate additional wage benefits to the employees and additional costs to the Town as employees move from one step to the next on the salary schedule. These step increases are intended as an annual wage increase to those employees receiving step increases which will add to the Town's annual wage costs in each year of the contract. The union agrees that such wage increases, when added to the base increase, will be considered part of the total wage increase for each year of the contract and then for subsequent

Salary schedule with base salary increase as provided in Article VI.

APPENDIX C

Salary Schedule		Current	2.85%	2.85%
		1-Apr-13	1-Apr-14	1-Apr-15
Patrol Step:	% of Base	Salary	Salary	Salary
0	78%	\$50,955	\$52,407	\$53,901
1	80%	\$52,262	\$53,751	\$55,283
2	85%	\$55,528	\$57,110	\$58,738
3	90%	\$58,794	\$60,470	\$62,193
4	95%	\$62,061	\$63,829	\$65,649
5	100%	\$65,327	\$67,189	\$69,104
10	110%	\$71,860	\$73,908	\$76,014
15	115%	\$75,126	\$77,267	\$79,469
20	120%	\$78,392	\$80,627	\$82,924

Sergeants Step:	% of Base	1-Apr-13	1-Apr-14	1-Apr-15
		Salary	Salary	Salary
0	100%	\$78,392	\$80,627	\$82,924
1	101%	\$79,176	\$81,433	\$83,754
2	102%	\$79,960	\$82,239	\$84,583
3	103%	\$80,744	\$83,045	\$85,412
4	104%	\$81,528	\$83,852	\$86,241
5	107%	\$83,880	\$86,270	\$88,729
10	112%	\$87,799	\$90,302	\$92,875
12	116%	\$90,935	\$93,527	\$96,192

NOTE: Patrol Step 0 = Training Wage

Officers	Apr 2014	April 2015
Caughron	20	20
Passini	20	20
Weir, D	20	20
Weir, T	20	20
Dowd	20	20
Acuncius	20	20
Merica	20	20
Leipold	15	20
Hoskins	15	20
Quinn	15	20
Stoll	15	15
Wolters	15	15
Drought	15	15
Zabukovec, M	15	15
Ritter	10	15
Wood	10	15
Droege	10	15
Zabukovec, J	10	15
Ryan	10	10
Bock	10	10
Williams	10	10
Underwood	10	10
Gossmeyer	10	10
Park	10	10
Cleveland	10	10
Street	10	10
Nyman	10	10
Bruno	10	10
Easter	10	10
Paine	10	10
Wilson	5	10
DeRosa	5	10
Chiesi	5	10
Dobson	5	10
Ferguson	5	10
Flood	5	10
Bachman	5	10
VanHovel	5	5
Melville	5	5
Koscielak	5	5
Larimore	5	5
Angus	5	5
Badalamenti	5	5
Garcia	5	5
Crays	5	5
Frye	5	5

Hoeniges	5	5
Scaglione	5	5
McCauley	3	4
Sage	3	4
Wiggs	2	3
Rowe	2	3
Wilson	2	3
Rippy	2	3
Long	1	2
Benner	1	2
Seeley	1	2
Muckey	1	2
Konovsky	1	1
McNicol	1	1
Williamson	0	1

Sergeants	Apr 2014	April 2015
Johnson	12	12
Hospelhorn	12	12
Longellow	10	10
Edmiaston	5	10
Henderson	5	5
Cherry	4	5
Kapchinske	3	4
Hackman	2	3
Thacker	1	2

APPENDIX D
GENERAL DEPARTMENT ORDER - UNIFORM

HAT

1. Hat Badge
2. Rain Cover

WEAPON

1. Department approved handgun
(to be purchased by employee)

SHIRTS

1. Five long sleeve
2. Five short sleeve
3. One tie and tie clasp

CROWD CONTROL EQUIPMENT

1. Helmet and accessories
2. 36" riot baton

TROUSERS

1. Five pair

VEST

1. Department issued vest

METAL BOOKS

1. UTT holder
2. Report holder

NAME PLATES

1. One shirt name plate
2. One jacket name plate
3. Year of service plate

COATS

1. Winter jacket
2. Wind breaker
3. Rain coat

SHOES

1. One pair uniform shoes/boots

BADGES

1. Two breast badges

GENERAL ORDER AND TRAINING BULLETIN MANUALS

LEATHER

1. One trouser belt
2. One Sam Browne belt
3. Holster
4. Magazine Pouch
5. Four belt keepers
6. Hand cuff case with handcuffs
7. Portable radio and belt carrier
8. 21" ASP and Carrier

APPENDIX E

EXAMPLE OF WORK SCHEDULE TO ACCOMMODATE A 2 WEEK TRAINING ACTIVITY:

Officer assigned to 6 to 4 Tactical Squad

<u>SUNDAY</u>	<u>MONDAY</u>	<u>TUESDAY</u>	<u>WEDNESDAY</u>	<u>THURSDAY</u>	<u>FRIDAY</u>	<u>SATURDAY</u>
Regular Off	Regular Off	Regular Off	6-4	6-4	6-4	Off
Training Off	8-4	8-4	8-4	8-4	8-4	Training Off
Training Off	8-4	8-4	8-4	8-4	8-4	6-4
Regular Off	Regular Off	Regular Off	6-4	6-4	6-4	6-4

NO OVERTIME DUE

Officer working 11-7 shift (Tuesday/Wednesday regular days off)

<u>SUNDAY</u>	<u>MONDAY</u>	<u>TUESDAY</u>	<u>WEDNESDAY</u>	<u>THURSDAY</u>	<u>FRIDAY</u>	<u>SATURDAY</u>
11-7	11-7	Off	Off	11-7	11-7	Off
Training Off	8-4	8-4	8-4	8-4	8-4	Training Off
Training Off	8-4	8-4	8-4	8-4	8-4	11-7
11-7	11-7	Off	Off	11-7	11-7	11-7

NO OVERTIME DUE

APPENDIX F

Section 18.3A Drug Testing. It is the policy of the Town that, in order to provide a safe work environment and to protect the public by insuring that employees have the physical stamina and emotional stability to perform their assigned duties, the Town has the right to expect its employees to be free from the effects of alcohol and drugs. The Town has the right to expect its employees to report to work fit and able for duty and to set a positive example for the community. The purposes of this policy shall be achieved in such manner as not to violate any established constitutional rights of the employees of the Police Department.

Section 18.3B Drug Prohibitions. Employees shall be prohibited from:

1. Consuming alcohol at any time during the work day or anywhere on the Town's premises, or job sites, including the Town's buildings, properties, vehicles, unless authorized as part of an official investigation or duty.
2. Possessing alcohol at any time on any Town premises or job sites, including buildings, properties, vehicles, or functions, unless authorized as part of an official investigation or duty, or allowed for the general public.
3. Possessing, using, selling, purchasing or delivering any illegal drug at any time and at any place, unless authorized as part of an official investigation or duty.
4. Being affected by alcohol or illegal drug during the course of the work day, unless authorized as part of an official investigation or duty.

Violations of these prohibitions may result in disciplinary action up to and including discharge. It should be understood that this policy involves no prohibitions against the consumption or ingestion of legal substances in so far as none of the above prohibited activities are violated.

Section 18.3C Drug Testing Permitted. The Town may require employees to submit to testing based on reasonable suspicion at a time and place designated by the Town. Such submittal shall be at no loss of wages to employees. Notice shall be given insofar as an employee's daily duties may need to be accommodated. Refusal to submit to such test may subject the employee to disciplinary action up to and including discharge for disobeying an order, but, the employee's taking of the test shall not be construed as a waiver of any objection or rights he or she may possess.

Reasonable suspicion exists if the facts and circumstances warrant rational inferences that a person is using and/or physically or mentally impaired due to being under the influence of alcohol or illegal drugs.

Reasonable suspicion will be based upon the following:

1. Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment which might result from using or being under the influence of alcohol or controlled substances; or

2. Information provided by an identifiable third party which is reasonably believed reliable. The identity of the third party shall not be disclosed except when considered relevant to an appeal of a grievance or any disciplinary action.

Section 18.3D Testing. In conducting testing authorized by this Agreement, the Town shall:

- a) Use only a clinical laboratory or hospital facility which is certified by the State of Illinois or is capable of being accredited by the National Institute on Drug Abuse (NIDA) to perform drug and/or alcohol testing.
- b) Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result. Use tamper proof sample containers.
- c) Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test, and sufficient amount to be set aside reserved for later testing if requested by the employee.
- d) Collect samples in such a manner as to preserve the individual employee's right to privacy while ensuring a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone except where the laboratory or facility does not have a "clean room" for submitting samples or where there is suspicion that the employee may attempt to compromise the accuracy of the testing procedure.
- e) Confirm any sample that tests positive in initial screening for drugs by testing the second portion of same sample by gas chromatography/mass spectrometry or equivalent; or more scientifically accurate and acceptable method that provides quantitative data about the detected drug or drug metabolites.
- f) Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's choosing and expense, provided the employee submits a certified copy of the results to the Town within 72 hours of receiving the results of the test; and, provided the laboratory or clinic and testing procedure, including the chain of custody, meets or exceeds the standards established in this agreement.
- g) Require the laboratory or hospital facility to report to the Town Medical Review Officer that a blood or urine sample is positive only if both the initial and confirmatory tests are positive for a particular drug. A positive drug test result means the presence of an amount of alcohol or illegal drugs and/or their metabolites in an employee equal to or which exceeds the levels set forth below.
- h) The Medical Review Officer shall receive and review all confirmed positive test results. No positive test results shall be communicated to the Town unless the Medical Review Officer concurs with such conclusion. In forming this conclusion, the Medical Review Officer has the authority to reject results of specimens not obtained or processed in accordance with the Town's policy; and, gather any information from any source (s)he deems necessary, including, but not limited to, interviewing the tested employee, his or her physician, or

other persons.

- i) Provide tested employees with a written notice of the test results.

Section 18.3E Alcohol/Drug Initial Standards. The following initial immunoassay test cutoff levels shall be used when screening specimen to determine whether they are negative.

Marijuana metabolites	50 ng/ml
Cocaine metabolites	300 ng/ml
Opiate metabolites	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamine	1000 ng/ml
Methamphetamine	1000 ng/ml
Benzodiazepine	300 ng/ml
Propoxyphene	300 ng/ml
Barbiturates:	
Secobarbital	300 ng/ml
Pentobarbital	300 ng/ml
Phenobarbital	300 ng/ml
Butobarbital	300 ng/ml
Amobarbital	300 ng/ml
Butalbital	300 ng/ml
Methadone	300 ng/ml
Methaqualone	300 ng/ml
Alcohol	See Below

Section 18.3F Confirmatory Standards. Any specimen identified as positive on the initial screen shall be confirmed by the testing method in 18.3D(e) using the following cutoff levels. The cut off levels for the five classes of drugs set forth shall be modified to conform with any changes made by the U.S. Department of Health and Human Services. All confirmations shall be by quantitative analysis. Concentrations which exceed the linear region of the standard curve shall be documented.

Marijuana metabolites*	15 ng/ml
Cocaine metabolites**	150 ng/ml
Opiates:	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines:	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml
Benzodiazepine (Oxazepam)	200 ng/ml
Propoxyphene:	
Propoxyphene	200 ng/ml
Norpropoxyphene	200 ng/ml
Barbiturates:	
Secobarbital	200 ng/ml
Pentobarbital	200 ng/ml

Phenobarbital	200 ng/ml
Butabarbital	200 ng/ml
Amobarbital	200 ng/ml
Butalbital	200 ng/ml
Methadone	200 ng/ml
Methagualone.	200 ng/ml
Alcohol	see below

*Delta-9-tetrahydrocannabinol-9-carboxylic acid

**Benzoylecgonine

The following shall be used to determine what concentration of alcohol constitutes a positive test result:

An .02 or higher alcohol level, measured by an Evidentiary Breath Test, is considered a first positive leading to the implementation of Section 18.3.

Section 18.3G Disciplinary Action. All discipline in situations involving a positive confirmed test shall be administered as specified herein.

A. First Positive

Except in extreme situations, in the first instance that an employee tests positive on the confirmatory test, and where there are no other Town or Department rule violations, the employee may be subject to a suspension not to exceed five (5) work days. The foregoing limit on suspension is conditioned upon the employee agreeing to:

- 1) Undergo appropriate treatment as determined by the physician(s) involved, up to and including a physician of the Town and/or the Town's EAP Coordinator;
- 2) Discontinue use of illegal drugs or abuse of alcohol;
- 3) The employee agreeing to authorize persons involved in counseling, diagnosing and treating the employee to disclose to the Town the employee's progress, cooperation, drug and alcohol use and any dangers perceived in connection with performing job duties and completion or non-completion of treatment.
- 4) Complete the course of treatment prescribed, including an "after care" group for a period of up to 12 months.
- 5) Agree to submit to random testing during hours of work during the period of "after-care," and for a period of 12 months following the period of "after-care;"
- 6) Agree that during this last chance period in 5) above, if the employee tests positive again the employee may be terminated.

Employees who do not agree to the foregoing shall be subject to discipline up to, and including, termination.

B. Second Positive

Employees who test positive for the presence of alcohol or drugs from a second random drug sample, beyond the parameters of A above, shall be terminated.

This section shall not be construed as an obligation on the part of the Town to retain an employee on active status throughout the period of treatment and "after-care." Such employee shall be afforded the opportunity, at his/her option, to use accumulated paid leave or take an unpaid leave of absence during treatment and "aftercare."

C. < .02 Alcohol Level

Any alcohol level less than an .02 but greater than .00, as measured by an Evidentiary Breath Test is unacceptable and subject to progressive discipline.

Section 18.3H Right to Contest. If disciplinary action is taken against an employee based in part upon the results of a test, the employee shall have the right to file a grievance concerning any portion of the test. The employee shall have the right to contest any testing permitted by this agreement before the Board. Any evidence concerning test results which is obtained in violation of the standards contained in Section 18.3 shall not be admissible in any disciplinary proceeding involving the employee.

Section 18.3I Confidentiality of Results. The results of alcohol and drug testing will be disclosed to the person tested, Police Chief, Personnel Director, and such other officials on a "need to know" basis. Test results will not be disclosed externally except where the person tested consents or as otherwise required by law.

Section 18.3J Voluntary Request for Assistance. The Town shall continue to provide an employee assistance program in which employees may choose to seek assistance. The Town shall take no adverse employment action against any employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Town may require reassignment of the employee with pay if he is unfit for duty in his current assignment, including meeting performance standards as defined by the Police Department.

Any voluntary request for referral or voluntary referral by an employee shall be confidential. An employee seeking voluntary assistance shall not be required to waive any privilege or confidence arising from their request for assistance or any treatment resulting therefrom. Any employee may request time off for assistance with an alcohol or drug related problem directly from the Chief of Police or City Manager. The town agrees that any such request for voluntary referral shall not be disclosed to Town employees other than the City Manager and/or Chief of Police.

This section shall not be construed as an obligation on the part of the Town to retain an employee on active status throughout the period of treatment or "after-care." Such employee may be afforded the opportunity, at his/her option, to use accumulated paid leave or take unpaid leave of absence during treatment and "after-care." This subsection shall not apply if the employee attempts to voluntarily seek treatment after an incident occurs which might lead the employer to suspect a violation of this section.

APPENDIX G

SERGEANT PROMOTIONAL PROCESS

Definitions

Composite Score: The average of the written exam score and the assessment center score.

Employee Confidence Rating: The numeric value given to a sergeant promotional candidate based on the rater's confidence in a candidates ability to perform the duties of sergeant on the Normal Police Department.

Sergeant's Promotional Pool: The list of five (5) sergeant promotional candidates whose total weighted scores are the highest.

Total Weighted Score: The final score of a sergeant promotional candidate which is comprised of the composite score having a 67% weight value and the Employee Confidence Rating having a weight value of 33%.

ELIGIBILITY

A police officer must have served in the rank of police officer for the Town of Normal Police Department for a period of not less than two (2) years prior to the date of the first portion of the examination process in order to be eligible to participate in the process. A police officer must have served a minimum of three (3) years in the rank of police officer to be promoted to sergeant.

PROCESS

The promotional process shall consist of three (3) components; a written examination, an assessment center, and an employee confidence rating. All eligible candidates shall be permitted to take the written examination and participate in the assessment center. A minimum composite score of 70.00% must be obtained by the candidate in order to be placed on the list for the employee confidence rating. The list of these candidates will be compiled in alphabetical order for employees to complete the employee confidence rating. In the event there are five (5) or less candidates on the employee confidence rating list, then the list will become the sergeant's promotional list.

All sworn personnel of the Normal Police Department holding the rank of non-probationary police officer through Assistant Chief may complete an employee confidence rating for the sergeant promotional candidates who are on the list. Employees wishing to complete an employee confidence rating are to rate the five (5) sergeant promotional candidates in rank order on how the rating employee believes the candidate would be able to perform the duties of a sergeant. A ranking of "1" indicates the candidate is most qualified, a ranking of "2" indicates the candidate is the next most qualified, etc. Employee will rate only five (5) sergeant promotional candidates from the list. Candidates receiving ratings will be assigned point values as follows:

Rating Score	Points
1	5
2	4
3	3
4	2
5	1

The sergeant promotional candidates rating points will then be totaled and converted to a percent score based on the total possible points. This score will carry a weight value of 33% toward the total weighted score. The five (5) candidates with the highest total weighted score will become the sergeant's promotional list.

Upon declaration by the City Manager of a vacancy in the rank of police sergeant, the Police Chief will then recommend one of the eligible person for the sergeant's promotional list to fill the vacancy. Upon the approval of the City Manager, the Police Chief shall contact and appoint the person selected.

EXAMPLE OF PROMOTIONAL PROCESS

There are ten (10) officers taking a sergeant's promotional process on a department where there are fifty two (52) personnel holding the rank of non-probationary police officer through Assistant Chief. The process component results are as follows:

Candidate	Written Score	Assessment Center Score	Composite Score
A	81.74	72.14	76.94
B	79.23	80.72	79.98
C	83.41	69.96	76.68
D	69.29	71.21	70.26
E	72.00	72.66	72.33
F	68.61	76.44	72.58
G	89.42	71.31	80.37
H	77.77	68.39	73.09
I	69.99	77.80	73.90
J	74.06	81.06	77.56

Since all candidates have a composite score of 70.00% or greater, all names are placed on the employee confidence rating list.

Employee Confidence Rating Maximum Score = 260

Candidate	Total Points	Percent of Maximum
A	32	12.31
B	90	34.62
C	118	45.38
D	73	28.08
E	70	26.92
F	135	51.92
G	38	14.62
H	59	22.70
I	56	21.54
J	109	41.92

FINAL RESULTS

Candidate	Composite x 67% + Rating x 33% =	Total Weighted Score/Rank	
A	$(76.94 \times .67) = \underline{51.30} + (12.31 \times .33) = \underline{4.06}$	55.36	10
B	$(79.98 \times .67) = \underline{53.59} + (34.62 \times .33) = \underline{11.42}$	65.01	4
C	$(76.68 \times .67) = \underline{51.38} + (45.38 \times .33) = \underline{14.98}$	66.36	1
D	$(70.26 \times .67) = \underline{47.07} + (28.08 \times .33) = \underline{9.27}$	56.34	9
E	$(72.33 \times .67) = \underline{48.46} + (26.92 \times .33) = \underline{8.88}$	57.34	6
F	$(72.58 \times .67) = \underline{48.63} + (51.92 \times .33) = \underline{17.13}$	65.76	3
G	$(80.37 \times .67) = \underline{53.85} + (14.62 \times .33) = \underline{4.82}$	58.67	5
H	$(73.09 \times .67) = \underline{48.97} + (22.70 \times .33) = \underline{7.49}$	56.46	8
I	$(73.90 \times .67) = \underline{49.51} + (21.54 \times .33) = \underline{7.11}$	56.62	7
J	$(77.56 \times .67) = \underline{51.97} + (41.92 \times .33) = \underline{13.83}$	65.80	2

The candidates with the five (5) highest total weighted scores are B,C,F,G and J. These candidates become the sergeant's promotional list from which the Police Chief may recommend any individual for promotion to sergeant upon the declaration of a vacancy.

APPENDIX H

Normal Police Department and PBPA Unit #22 Grievance Form

Grievant: _____

Date of Grievance: _____

I. SECTIONS OF THE CONTRACT that were violated:

II. SUBJECT OF THE GRIEVANCE: (Please be specific as to the Who, What, Where, Why and When as they relate to the facts of the Grievance)

III. SUGGESTED CORRECTION

Signature of Grievant

First Step _____
(Date Submitted)

Answer _____
(Date Submitted)

Second Step _____
(Date Submitted)

Answer _____
(Date Submitted)

Appealed to Step 3 _____
(Signature of Grievance Committee Representative)