

# **ILLINOIS FOP LABOR COUNCIL**

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and

## **CITY OF BEARDSTOWN**

**Patrol Officers**

**May 1, 2018 – April 30, 2021**

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

This Agreement is entered into by the City of Beardstown, a municipal corporation, by its duly constituted Mayor and City Commissioners, hereinafter referred to as the "Employer", and the Fraternal Order of Police, Lodge No. 124, and the Illinois F.O.P. Labor Council, hereinafter referred to as the "Lodge".

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Lodge representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Lodge to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees' wages, hours and working conditions.

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

## **ARTICLE I RECOGNITION**

### **Section 1.1. Unit Description**

The Employer hereby recognizes the Lodge as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on matters relating to wages, hours, and other terms and conditions of employment of all full-time sworn peace officers employed by the City of Beardstown in the ranks of:

Patrolman, except and excluding Chief of Police, non-sworn personnel, confidential, managerial and supervisory employees as defined by the Act, and all other employees of the City of Beardstown.

### **Section 1.2. Supervisors**

Supervisors may continue to perform bargaining unit-work which is incidental to their jobs. They may also perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining unit employee. Such work by supervisors shall not cause any layoffs of the bargaining unit employees.

### **Section 1.3. Short-Term/Part-Time Employees**

The Employer may continue to utilize the services of short-term and part-time employees to perform bargaining unit work in accordance with past practice.

## **ARTICLE II NEW CLASSIFICATIONS AND VACANCIES**

### **Section 2.1. New Classifications**

Where the Employer finds it necessary to create a new job classification, the work of which falls within the scope of the bargaining unit, the Employer and Lodge agree to jointly petition the State Labor Board to seek the necessary unit clarification.

Upon installation of the new position classification, the filling of such position classification shall be in accordance with the posting and bidding procedures of this Agreement. Positions shall be filled in accordance with the Beardstown Police Commission Rules.

### **Section 2.2. Vacancies**

Vacancies shall be created and filled in accordance with applicable provisions of The Police Commission of the City of Beardstown.

## **ARTICLE III NON-DISCRIMINATION**

### **Section 3.1. Equal Employment Opportunity**

The Employer will continue to provide equal employment opportunity for all officers, and develop and apply equal employment practices.

### **Section 3.2. Prohibition Against Discrimination**

Both the Employer and the Lodge agree not to illegally discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental or physical handicap or sexual orientation. Claims of discrimination shall be filed with the appropriate state or federal forum and shall not be filed as grievance claims under this Agreement.

### **Section 3.3. Lodge Membership or Activity**

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

## **ARTICLE IV MANAGEMENT RIGHTS**

The Employer possesses the sole right to operate the Police Department of the City and all management rights repose in it. Except as specifically amended, changed or modified by the Agreement, these rights include, but are not limited to, the following:

- (a) To direct all operations of the Police Department;
- (b) To establish reasonable work rules and schedules of work;



- (c) To hire or promote, transfer, schedule and assign employees in positions and to create, combine, modify and eliminate positions within the Police Department;
- (d) To suspend, discharge and take other disciplinary action against employees under the established work rules and regulations of the Police Department and the provisions of this Agreement;
- (e) To lay off employees;
- (f) To maintain efficiency of Police Department operations;
- (g) To introduce new or improved methods or facilities;
- (h) To change existing methods or facilities;
- (i) To determine the kinds and amounts of services to be performed as pertains to Police Department operations; and the number and kind of classifications to perform such services;
- (j) To contract out for goods or services;
- (k) To determine the methods, means and personnel by which Police Department operations are to be conducted;
- (l) To set patrol zones, number of squad cars per shift, assignment of cars and equipment to personnel and to change these as needed to meet department needs and priorities;
- (m) To determine proper uniform and attire for all sworn personnel, to change, alter or amend this clothing and equipment as needed, and to set the dates of conversion from season to season;
- (n) To determine the shift or duty assignments, the number of personnel per shift or duty assignments, and to change or alter these after proper notice;
- (o) To require compliance with regular written department rules and regulations, and to all general orders, special orders, official notices or memoranda issued on Department letterhead, memorandum, general or special order, or other identifiable department documents;
- (p) To require proper notification of any part-time employment when acting in a police or security capacity or court-related capacity which necessitates the potential of acting under the color of law, and to set proper uniform and attire while serving in such function and to exercise authority to refuse to permit such employment when it appears to be a potential or actual conflict of interest or a negative reflection on the Police Department;

- (q) To establish required training sessions and qualifications for specific duty assignments and to change or amend these requirements as needed to meet departmental needs or requirements;
- (r) To determine the proper utilization of department vehicles and equipment, the proper cleaning, care and maintenance of those vehicles and equipment, the number of personnel assigned to each vehicle and the location of vehicles when not in service;
- (s) To retain the right to issue and/or assign any or all department equipment and vehicles to employees or other individuals as necessary and directed by the Police Chief;
- (t) To schedule overtime work as required in the manner most advantageous to the department and in accordance with this Agreement; and,
- (u) To take whatever action is necessary to carry out the functions of the Police Department in situations of emergency.

## **ARTICLE V SUBCONTRACTING**

### **Section 5.1. General Policy**

It is the general policy of the Employer to continue to utilize employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interests of economy, improved work product, or emergency without reduction in work to the bargaining unit and if police work is subcontracted on a hire back basis, the bargaining unit will have the right of first refusal.

## **ARTICLE VI NO STRIKE**

### **Section 6.1. No Strike Commitment**

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

### **Section 6.2. Performance of Duty**

It is recognized that employees covered by this Agreement may be required in the line of duty to perform duties growing out of or connected with labor disputes which may arise within the City. The Lodge agrees that no disciplinary action or other action will be taken by the Lodge against any employee or employees covered by this Agreement by reason of any such action or conduct in the line of duty.

### **Section 6.3. Resumption of Operations**

In the event of action prohibited by Section 6.1 above, the Lodge immediately shall disavow such action and request the officers to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Lodge, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

### **Section 6.4. Lodge Liability**

Upon the failure of the Lodge to comply with the provisions of Section 6.2 above, any agent or official of the Lodge who is an officer covered by this Agreement may be subject to the provisions of Section 6.5 below.

### **Section 6.5. Discipline of Strikers**

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

## **ARTICLE VII RESOLUTION OF IMPASSE**

All impasses shall be resolved according to the provisions of Section 14 of the Illinois Public Labor Relations Act, except that all arbitration hearings shall be conducted in Beardstown, Illinois.

## **ARTICLE VIII PERSONNEL FILES**

### **Section 8.1. Personnel Files**

The Employer shall keep a central personnel file within the bargaining unit for each employee. Employer is free to keep working files, but material not maintained in the central personnel file may not provide the basis for disciplinary or other action against an employee.

### **Section 8.2. Inspection**

Upon request of an employee, the Employer shall reasonably permit an employee to inspect his personnel file subject to the following:

- (a) Such inspection shall occur immediately following receipt of the request;
- (b) Such inspection shall occur during daytime working hours Monday through Friday upon reasonable request;

- (c) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon payment for the cost of copying;
- (d) Upon written authorization by the requesting employee, in cases where such employee has a written grievance pending, and is inspecting his file with respect to such grievance, that employee may have a representative of the Lodge present during such inspection and/or may designate in such written authorization that said representative may inspect his personnel file subject to the procedures contained in this Article.

### **Section 8.3. Notification**

Employees shall be given immediate notice by Employer when a formal, written warning or other disciplinary documentation is permanently placed in their personnel file. Upon review, the officer will have an opportunity to respond in writing.

### **Section 8.4. Limitation on Use of File Material**

It is agreed that any material and/or matter not available for inspection, such as provided in Section 8.1 and 8.2 above, shall not be used in any manner or any forum adverse to the officer's interests.

### **Section 8.5. Removal of File Material**

Written reprimands shall be removed after twelve (12) months from date of insertion to the file. Suspensions, other than by the Police Commission shall be removed and placed in a sealed file kept by the City Clerk twenty-four (24) months after date of insertion to the file. Suspensions kept in sealed files will not be opened or considered unless by order of the Circuit Court.

## **ARTICLE IX DISCIPLINE AND DISCHARGE**

### **Section 9.1. Discipline and Discharge**

The parties recognize the principles of progressive and corrective discipline. Disciplinary action or measures shall include the following:

- oral reprimand
- written reprimand
- suspension (notice to be given in writing)
- discharge

Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action or measure imposed upon a non-probationary employee may be processed as a grievance at step three through the regular grievance procedure, or through the Board of Police Commissioners, but not both.

Appeals referencing the Police Commission action can only be appealed by statutory provisions.

If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

### **Section 9.2. Limitation**

The Employer's agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline which is commensurate with the severity of the offense. The Employer shall notify both the employee and the Lodge of disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense.

### **Section 9.3. Pre-disciplinary Meeting**

For discipline other than oral and written reprimands, the Employer shall notify the local Lodge of the meeting and then shall meet with the employee involved and inform the employee of the reason for such contemplated discipline, including any names of witnesses and copies of pertinent documents. The employee shall be informed of his contractual rights to Lodge representation and shall be entitled to such, if so requested by the employee, and the employee and Lodge Rep, shall be given the opportunity to rebut or clarify the reasons for such discipline.

### **Section 9.4. Investigatory Interviews**

Where the Employer desires to conduct an investigatory interview of an employee where the results of the interview might result in discipline, the Employer agrees to first inform the employee that the employee has a right to Lodge representation at such interview. If the employee desires such Lodge representation, no interview shall take place without the presence of a Lodge representative. The role of the Lodge representative is limited to assisting the employee, clarifying the facts and suggesting other employees who may have knowledge of the facts.

## **ARTICLE X DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE**

### **Section 10.1. Definition of a Grievance**

A grievance is defined as any unresolved difference between the Employer and the Lodge or any employee regarding the application, meaning or interpretation of this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act.

### **Section 10.2. Dispute Resolution**

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

The employee shall make his complaint to the Police Chief. The Chief will notify the employee of the decision within two working days following the day when the complaint was made. Settlements or withdrawals at this step shall not constitute a

precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his assigned work task, and complain later.

### **Section 10.3. Representation**

Grievances may be processed by the Lodge on behalf of an employee or on-behalf of a group of employees. The Employer may file contract grievances directly at Step 3, Section 10.8 of this Article. Either party may have the grievant or one grievant representing group grievants present at any step of the grievance procedure, and the employee is entitled to Lodge representation at each and every step of the grievance procedure upon his request.

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

### **Section 10.4. Subject Matter**

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

### **Section 10.5. Time Limitations**

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

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

### **Section 10.6. Grievance Processing**

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

### **Section 10.7. Grievance Meetings**

A maximum of two (2) employees (the grievant and/or Lodge Rep) per work shift shall be excused from work with pay to participate in a Step 1 or Step 2 grievance meeting. The employee(s) shall only be excused for the amount of time reasonably required to present the grievance. The employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the employee's work shift. In the event of a grievance, the employee shall first perform his assigned work task and file his grievance later.

#### **Section 10.8. Steps in Procedure**

Disputes arising under this Agreement shall be resolved as follows:

**Step 1.** If no agreement is reached between the employee and the Chief, as provided for in Section 10.2, Dispute Resolution, the Lodge shall prepare a written grievance on a form mutually agreed to and presented to the Mayor no later than ten (10) working days after the employee was notified of the decision by the Chief. A copy of the grievance form is found attached to this Agreement. Within five (5) working days after the grievance has been submitted, the Mayor shall meet with the grievant and the Lodge Rep to discuss the grievance and make a good faith attempt to resolve the grievance. The Mayor shall respond in writing to the grievant and the Lodge Rep within five (5) working days following the meeting.

**Step 2.** If the grievance is not settled at Step 1 the grievance may be referred in writing, within five (5) working days after the decision of the Mayor to a Committee consisting of the Mayor and all City Council Members. Within twenty (20) working days after the grievance has been filed with the Committee, the Committee shall meet with the Lodge and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Committee shall respond in writing to the grievant and the Lodge within five (5) working days following the meeting.

**Step 3.** If the dispute is not settled at Step 2, the matter may be submitted to arbitration within ten (10) working days after the Committee's written decision or the expiration of the five (5) day period if the Committee fails to render a written decision. Within ten (10) working days after the matter has been submitted to Arbitration a representative of the Employer and the Lodge shall meet to select an arbitrator from a list of mutually agreed-to arbitrators. If the parties are unable to agree on an arbitrator within ten (10) working days after such meeting, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer representative and the Lodge. The Employer and the Lodge shall use a coin toss to determine who is to strike first. The person whose name remains on the list shall be the arbitrator, provided that either party before striking any names shall have the right to reject one (1) of the arbitrators on the list. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Lodge. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of the Employer and Lodge representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the city of Beardstown, Illinois, unless otherwise agreed.

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

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

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

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

## **ARTICLE XI SENIORITY**

### **Section 11.1. Definition of Seniority**

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

### **Section 11.2. Probation Period**

An employee is a "probationary employee" for his first twelve (12) months of employment. No matter concerning the discipline, layoff or termination of a probationary employee shall be subject to the grievance and arbitration procedures; however, a probationary employee may request a hearing before the Board of Police Commissioners in accordance with their rules and procedures. A probationary employee shall have no seniority, except as otherwise provided in this Agreement, until he has completed his probationary period. Upon the completion of his probationary period, he will acquire seniority from his date of hire.

An employee who is currently employed as a part-time police officer by the City and is converted to full-time status shall be considered a probationary employee for his first six (6) months of full-time employment provided the following conditions are met:

- (a) the employee has been a State of Illinois certified law enforcement officer for at least six (6) months prior to appointment; and
- (b) the employee has been employed by the City as a part-time sworn law enforcement officer for at least six (6) months immediately prior to his employment; and
- (c) the employee's performance and number of hours worked in the six (6) months immediately prior to appointment has been satisfactory as determined by the Board of Fire and Police Commissioners.

New full-time employees eligible for this waiver shall be advised upon hiring by the Board of Fire and Police Commissioners.



### **Section 11.3. Seniority List**

The Employer and Lodge have agreed upon the initial seniority list setting forth the present seniority dates for all employees covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions or seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure. The initial agreed list is attached hereto as Exhibit A and made a part hereof.

### **Section 11.4. Termination of Seniority**

An employee may be terminated by the Employer and his seniority broken when he:

- (a) quits; or
- (b) is discharged for just cause; or
- (c) is laid off pursuant to the provisions or the applicable agreement for a period of twelve (12) months; or
- (d) accepts gainful employment while on an approved leave of absence from the Police Department; or
- (e) is absent without proper notification or authorization; or
- (f) fails to return to work at the conclusion of an approved leave of absence.

### **Section 11.5. Seniority While on Leave**

Employees will not continue to accrue seniority credit for time spent on authorized unpaid leave of absence.

### **Section 11.6. Conflicts in Vacation**

Employees shall select the periods of their annual vacation on the basis of seniority. Vacation schedules may be adjusted to accommodate seasonal operations, significant revision in organization, work assignments or the number of personnel in particular ranks. Provided however, that no more than one employee from each shift may take vacation at the same time and no employee shall receive priority for more than two weeks vacation per year.

## **ARTICLE XII LAYOFF**

### **Section 12.1. Layoff**

Any layoff will be initiated only in cases of economic necessity. In the event the Employer determines a layoff is necessary, employees shall be laid off within each particular job classification in the inverse order of their seniority unless compliance with

State or Federal Law requires otherwise. The Employer agrees to inform the Lodge in writing not less than thirty (30) days prior to such layoffs and to provide the Lodge with the names of all employees to be laid off in such notice. If during the time of layoff, a shift vacancy would occur or reason to normally utilize a "part-time employee", this vacancy will be first offered to the officer in layoff status. An officer in lay-off status who refuses part-time employment opportunities shall not suffer any loss of seniority or rights to recall to a full-time position.

#### **Section 12.2. Layoff Order**

Probationary employees, temporary and part-time employees shall be laid off first, then full-time employees shall be laid off in inverse order of their seniority. Individual employees shall receive notice in writing of the layoff not less than thirty (30) days prior to the effective date of such layoff.

#### **Section 12.3. Recall**

Employees shall be recalled from layoff within each particular job classification according to their seniority. No new employees at all shall be hired until all employees on layoff in that particular job classification desiring to return to work shall have been given the opportunity to return to work to their permanent, full-time positions. Laid off employees shall retain recall rights for a period of twenty-four (24) months after being laid off. An employee who refuses to return to work to a permanent full-time position upon recall shall be considered terminated unless otherwise mutually agreed. An employee must keep the City informed of their permanent address while on the recall list. An employee shall have three business days to reply to the City when the City notifies them of being recalled. An employee who accepts recall shall have ten business days to report for duty.

#### **Section 12.4. Dissolution of Department**

In the event the City of Beardstown elects to dissolve the Beardstown Police Department, each officer will be entitled to four (4) months severance pay.

### **ARTICLE XIII F.O.P. REPRESENTATIVES**

For purposes of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

#### **Section 13.1. Attending Lodge Meetings**

Subject to the need for orderly scheduling and emergencies, the Employer agrees that elected officials of the Board of Directors of the Lodge shall be permitted reasonable time off, without pay, to attend general, board or special meetings of the Lodge, provided that at least forty-eight (48) hours notice of such meetings shall be given in writing to the Employer, and provided further that the names of all such officials and officers shall be certified in writing to the Employer.

#### **Section 13.2. Grievance Processing**

Reasonable time while on duty shall be permitted to Lodge representatives for the purpose of aiding or assisting or otherwise representing officers in the handling and

processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay.

### **Section 13.3. Delegates to Conference or Convention**

Any employee(s) chosen as delegate(s) to an F.O.P. State or National conference will, upon written application approved by the Lodge and submitted to the City with at least fourteen (14) days notice, be given a leave of absence without pay for the period of time required to attend such Convention or Conference. This period of time is not to exceed one (1) week. Only one (1) employee of the City of Beardstown shall be eligible.

### **Section 13.4. Lodge Negotiating Team**

Members designated as being on the Lodge negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Lodge negotiating team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session.

## **ARTICLE XIV DUES DEDUCTION AND FAIR SHARE**

### **Section 14.1. Dues Deduction**

Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Lodge dues and initiation fee, if any, set forth in such form and any authorized increases therein, and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council, 974 Clock Tower, Springfield, Illinois 62704, in accordance with the laws of the State of Illinois. The Lodge shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

### **Section 14.2. Dues**

With respect to any employee on whose behalf the Employer receives written authorization in a form agreed upon by the Lodge and the Employer, the Employer shall deduct from the wages of the employees the dues and/or financial obligation uniformly required and shall forward the full amount to the Lodge by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Lodge. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Lodge during the fifteen (15) day period prior to the expiration of this Agreement.

### **Section 14.3. Fair Share**

Any present employee who is not a member of the lodge shall, as condition of employment, be required to pay a fair share (not to exceed the amount of lodge dues) of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours, and other conditions of employment, but not to exceed the amount of dues uniformly required of members.

All employees hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30<sup>th</sup>) day of their hire, also be required to pay a fair share as defined above.

The Employer shall with respect to any employee in whose behalf the Employer has not received a written authorization as provided for above, the Employer shall deduct from the wages of the employee the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Lodge on the tenth (10<sup>th</sup>) day of the month following the month in which the deduction is made, subject only to the following:

- (1) The Lodge has certified to the Employer that the affected employee has been delinquent in his obligation for at least thirty (30) days;
- (2) The Lodge has certified to the Employer that the affected employee has been notified in writing of the obligation and the requirement for each provision of this Article and that the employee has been advised by the Lodge of his obligations pursuant to this Article and of the manner in which the lodge has calculated the fair share fee;
- (3) The Lodge has certified to the Employer that the affected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the employee and the Lodge for the purpose of determining and resolving any objections the employee may have to the fair share fee.

## **ARTICLE XV BILL OF RIGHTS**

If the inquiry, investigation or interrogation of a law enforcement employee results in the recommendation of some action, such as transfer, suspension, dismissal, loss of pay, reassignment, or similar action which would be considered a punitive measure, then, before taking such action, the Employer shall follow the procedures set forth 50 ILCS 725/1. The law enforcement employee may be relieved of duty pending formal hearing and shall receive all ordinary pay and benefits as he would have if he were not charged. The employee shall have the right to be represented at such inquiries, investigations or interrogations by a Lodge representative.

## **ARTICLE XVI INDEMNIFICATION**

### **Section 16.1. Employer Responsibility**

The Employer shall be responsible for, hold officers harmless from and pay for damages or moneys which may be adjudged, assessed or otherwise levied against any officer covered by this Agreement.

**Section 16.2. Legal Representation**

Officers shall have legal representation by the Employer in any civil cause of action brought against an officer resulting from or arising out of the performance of duties.

**Section 16.3. Cooperation**

Officers shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

**Section 16.4. Applicability**

The Employer will provide the protections set forth in Section 16.1 and Section 16.2 above, so long as the officer is acting within the scope of his employment and where the officer cooperates, as defined in Section 16.3, with the Employer in defense of the action or actions or claims.

**ARTICLE XVII HOLIDAYS****Section 17.1. Holidays**

The Employer agrees that the officers covered by this Agreement will be entitled to all holidays and official building closures (except those closures in recognition of a listed holiday) as established or given to all other employees of the City of Beardstown.

Holidays: New Year's Day, President's Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Veteran's Day, Thanksgiving, Day After Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, Employee's Birthday.

For purposes of this Section, official building closure refers to any additional holiday or time off given all other City Employees.

**Section 17.2. Qualifying Work**

In order to qualify for holiday pay, all employees shall work their last regularly scheduled work day before the holiday and their first regularly scheduled work day after the holiday, except for sickness and use of accrued compensatory time.

**Section 17.3. Holiday Pay**

Holidays shall be paid as follows:

Officers scheduled to work on a holiday day shall receive twelve (12) hours comp time in addition to their regular pay; officers not scheduled to work shall receive eight (8) hours comp time in addition to their regular pay.

Holiday overtime shall be calculated at two and one half (2.5) times the normal rate of time for all hours worked beyond eight (8) on a holiday.

**Section 17.4. Personal Days**

In addition to the established holidays or closings, the officers shall receive three (3) personal days each year and one (1) additional personal day for each five (5) years of service.

**ARTICLE XVIII VACATIONS**

**Section 18.1. Vacation Leave**

Vacation leave will be granted each officer covered under this Agreement at the following schedule:

1 Year	1 Week of vacation
2 Years	2 Weeks of vacation
5 Years	3 Weeks of vacation
10 Years	4 Weeks of Vacation
15 Years	5 Weeks of Vacation
20 Years	6 Weeks of Vacation

Newly hired employees shall receive vacation after 12 months employment. Regardless of their month of hire, they shall have until the end of their 24<sup>th</sup> month of employment to utilize their first accumulated week of vacation (1 Week). Subsequent vacation accumulation shall be granted on January 1, and the employee shall have 12 months to use this vacation accrual (subject to Section 18.4 Vacation Carryover).

**Section 18.2. Vacation Pay**

All vacation leave will be paid for at the regular hourly rate and on the basis of eight (8) hours per day.

**Section 18.3. Vacation Requests**

Except for an occasional day which is taken as vacation leave, all employees must submit, in writing, to the Chief, a schedule of desired vacation prior to April 1st of each year. Conflicts in scheduling will be resolved in favor of the most senior employee.

At least one day's notice shall be given for a one day's leave. The Chief shall have the right to alter any schedule if he deems it to be for the best interest of the Department to do so. No employee shall be entitled to priority in selecting his vacation for more than two weeks in each calendar year.

**Section 18.4. Vacation Carry-over**

In the event an officer covered under this Agreement through no fault of his own, is unable to utilize his allotted vacation time, the Employer shall permit that employee to carry forward into the next calendar year, that unused time. If through mutual agreement, the Employer may pay the officer for the unused time in lieu of carryover.

## **ARTICLE XIX SICK LEAVE**

### **Section 19.1. Allowance**

Employees will accumulate sick leave per the following schedule:

0-2 Years	4 Hours per month	6 Days per year
3-4 Years	8 Hours per month	12 Days per year
5-6 Years	12 Hours per month	18 Days per year
7-9 Years	16 Hours per month	24 Days per year
10+ Years	20 Hours per month	30 Days per year

### **Section 19.2. Procedures**

No employee will be permitted to take leave if it has not yet been earned. Sick leave shall be paid at full pay at the current rate of compensation starting with the second day of illness.

Sick leave may be utilized by employees when they are sufficiently ill so that good judgment would determine it best not to report to work or in the event of injury not arising out of or in the course of their employment and for routine medical and dental appointments. All foreseeable leave for such purposes shall require a specific prior approval of the Chief.

Employees who are unable to return to work upon expiration of sick leave benefits and all other authorized benefit time must request a leave of absence without pay. Non-paid sick leave shall be equivalent to the total accumulated sick leave available on the first day of illness, or ninety (90) calendar days, whichever is greater. Failure to apply for a leave of absence for extended illness upon expiration of all benefits may result in termination. An employee who is found to have abused non-paid sick leave may be disciplined, up to and including discharge.

Any absence of three (3) working days or longer may require a physician's statement of release and verification substantiating that he may return to work. The Chief may also require the employee to be examined by a physician of the Chief's choice and at the expense of the Employer.

The Chief or any authorized supervisor may direct an employee who appears ill to leave work to protect the health of other employees. Compliance with such an order will not be charged to sick leave for the first day.

An employee shall be paid sick leave equivalent to the normally scheduled straight time day.

The Chief shall maintain a record of and forward to the City Clerk sick leave accrual, sick leave taken, and the balance of sick leave allowance available for the individual employee. Sick leave may be utilized on an hourly basis. Hours of sick leave earned will be determined the last day of each month.

Employees covered by this Agreement shall be allowed to accumulate sick time up to 480 hours. Upon retirement (with at least eight (8) years of service) the City shall pay for fifty percent (50%) of all accumulated unused sick time.

### **Section 19.3. Sick Leave Abuse Sanctions**

For the purposes of the provisions contained in this Article, "abuse" of sick leave is the utilization of such for reasons other than those stated in Section 19.1 of this Article.

Upon sufficient evidence of the abuse of such sick leave, the employee shall not be paid for such leave taken nor shall the employee accrue any rights such as seniority or other rights. Abuse of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement. All employees agree to cooperate fully with the Department in verifying illness.

## **ARTICLE XX LEAVES OF ABSENCE**

### **Section 20.1. Leaves of Absence**

Officers shall be entitled to the same benefits as provided in the Personnel Policy Manual of the City of Beardstown to all other employees.

### **Section 20.2. Prohibition Against Misuse of Leaves**

During any leaves granted pursuant to the terms of this Agreement, regardless of being with or without pay, an employee may not be gainfully employed or independently self-employed without prior approval by the Employer. Violation of the provisions contained within this Agreement shall subject the employee to immediate discharge and loss of all benefits and rights accrued pursuant to the terms of this Agreement.

### **Section 20.3. Funeral Leave Pay**

(a) In order to prevent the loss of income because of a death of a member of an employee's family, an employee may receive up to a total of three (3) days off with pay to attend a funeral. Unless otherwise enumerated, only working days will be allowed.

Example: Funeral pay will only be paid on scheduled shifts the employee is absent due to the death of the covered relative. No funeral pay will be allowed after the day of the funeral unless substantial travel time is involved.

(b) Family includes father, mother, sister, brother, wife, husband, daughter, son, grandparent, grandchild, or similar step-relatives, aunts, uncles, and in-laws of employees.

(c) The funeral allowance is paid at the employee's base wage rate for the number of hours in his regular work day.

(d) If any employee is on vacation and it becomes necessary for them to attend the funeral of a relative covered by this Agreement, the employee will receive funeral pay and be entitled to reschedule the number of vacation days that was paid for the funeral.



(e) Should the employee desire time off to attend funerals for other than the immediate family, the Chief of Police will make every effort to accommodate such request at the employee's own expense (the employee may utilize other accumulated time).

(f) In the event of the death of the employee's father, mother, or other immediate family member who resides with the employee, the three days off as enumerated in paragraph (a) above shall be exclusive of the employee's days off.

## **ARTICLE XXI HOURS OF WORK/OVERTIME**

### **Section 21.1. Regular Hours**

The regular hours of work each day shall be consecutive except that they may be interrupted by a thirty (30) minute lunch period.

### **Section 21.2. Work Day**

Up to eight (8) consecutive hours of work within a 24-hour period constitutes the regular work day. Shifts shall start and end as follows: 6a-2p; 2p-10p; 10p-6a; 6p-2a.

Due to the present Rotating Shift policy, an employee may return to work in less than 24 hours. Effective upon signing of the 5/1/15 Agreement, the Employer and Union agree to a Memorandum of Understanding to work 12 Hour Days on a trial basis (see MOU on 12's, attached as Appendix G).

### **Section 21.3. Work Schedule**

Work schedules showing the employee's normal shifts, work days, and hours for the quarter shall be posted on all department bulletin boards at all times, at least fourteen (14) days prior to beginning of schedule when possible. The schedule will be posted for seniority bid in April (effective for May) and again in October (effective for November). Bids shall determine shifts worked and days off. Shifts shall be re-bid when a vacancy occurs.

### **Section 21.4. Meal Periods**

All employees shall be granted a lunch period of 30 minutes during each shift. Whenever possible, the lunch period shall be scheduled near the middle of each shift.

### **Section 21.5. Overtime**

Employees shall be paid overtime as follows: Compensatory time or pay at the rate of one and one half (1-1/2) hours for each hour worked beyond an officer's normal tour of daily duty, except only compensatory time will be paid until an employee has reached the compensatory time cap of one hundred sixty (160) hours. Such time worked shall be authorized or verified by the Chief of Police or his designee. Full time officers shall be added to an overtime turnsheet, along with part time officers, for sharing any open shifts (including extra duty). Such overtime opportunities shall be limited to no more than three (3) extra shifts per month, except in those instances where no part time officer is available to work. If no part time officer is available the three shift rule shall not apply.

If an employee is utilizing compensatory time, and his hours are to be filled with a bargaining unit employee as overtime, the employee working the overtime shall only receive cash as payment and may not claim compensatory time.

#### **Section 21.6. Compensatory Time**

Compensatory time shall be granted at such times and in such time logs as are mutually agreed upon between the involved officer and a supervisor; permission to utilize compensatory time shall not be unreasonably denied by the supervisor if operation requirements will not be adversely affected. Cash buyout of part or all of an employee's compensatory time may be granted upon request of the officer and with the mutual agreement of the Employer.

Any compensatory time in excess of the one hundred sixty (160) hour cap mutually agreed to during the calendar year, can be taken by mutual agreement during the calendar year in which it is granted. Any compensatory time agreed to in excess of the one hundred sixty (160) hour cap not taken during the calendar year in which it is earned, may be assigned off by the Employer in the following calendar year with at least two (2) week notice. The Employer may not assign time off pursuant to this provision during the months of December, January or February.

#### **Section 21.7. Application**

Sections 21.5 and 21.6 shall only apply to officers who are on the Beardstown Police Force on the date of execution of this Agreement or hired thereafter.

#### **Section 21.8. Call-Back**

A call-back is defined as an official assignment of work which does not continuously precede or follow an officer's regularly scheduled working hours. Employees reporting back to the Employer's premises at a specific time on a regularly scheduled work day shall be compensated for two (2) hours at the appropriate overtime rate or be compensated for the actual time worked, whichever is greater, at the overtime rate. Such call back time shall be authorized or verified by Chief of Police of Beardstown or his designee.

#### **Section 21.9. Court Time**

Employees covered by this Agreement required to attend court outside their regularly scheduled work hours shall be compensated at the overtime rate with a minimum of two (2) hours. Employees shall still receive the minimum overtime rate of two (2) hours for court which is cancelled with less than four (4) hours notice.

#### **Section 21.10. Officer in Charge Pay**

In the event the Employer finds it necessary to assign an officer the duties of Chief of Police on a temporary basis when the Chief is not available to make decisions, the Employer agrees to compensate said officer equal pay to that of the Chief's salary for those days spent working such assignment. This provision shall only apply for assignments which are for a period of at least eight (8) hours.

### **Section 21.11. Department Meetings**

The Chief of Police or the Labor Council Representative may call for a department meeting for all members of the bargaining unit one time per month. Attendance at this meeting shall be compensated at the regular overtime rate and shall not be subject to Section 21.8 of this Article. This Section does not mandate monthly meetings; it is intended for meetings as needed by either party.

## **ARTICLE XXII WAGES/COMPENSATION/ALLOWANCES**

Wages are found in the attached Appendix B.

For the purposes of computing overtime pay, the formula for the yearly salary divided by 2080 hours = hourly rate of pay.

Each officer shall be compensated at their hourly rate of pay with years of service as reflected in Appendix A - Seniority List.

Employees who work between 2pm and 6am shall receive a \$.50/hour shift differential on actual hours worked.

Employees who are proficient in Spanish or French (or any other language deemed essential by the Chief of Police) shall receive a \$.50/hour differential on actual hours worked.

To be considered eligible for this pay employees must be able to read, write and speak the specified language in regular conversation. The employee may be required to complete a test to demonstrate the required skill level. Foreign Language Proficiency Pay will be subject to the approval of the Chief of Police, approval shall not be unreasonably denied.

## **ARTICLE XXIII INSURANCE AND PENSION**

### **Section 23.1. Insurance**

The Employer shall pay premium costs for the employee and his dependents for the current health insurance in accordance with the following schedule:

Single Coverage: May 1, 2018 through April 30, 2021: \$825.00 per month

Dependent Coverage: May 1, 2018 through April 30, 2021: \$985.00 per month

The Employer agrees that the benefit levels, coverage and all other provisions of such insurance shall remain in full force and effect during the term of this Agreement, subject to the following:

(a) There shall be no change in benefit levels or insurance coverage during the term of the Agreement, except as provided in (b) below;

(b) Should there be a substantial increase in insurance costs to the Employer, or if the current insurance plan is canceled by the insurance company, the Employer may elect to search and choose a different insurance plan, provided that the new plan is not significantly different in level of benefit from the current plan. Should the bargaining unit employees determine that the new plan is significantly different from the current plan, this Article may be reopened to bargain the impact of the proposed changes in the plan to the bargaining unit employees. No increased costs may be passed on to the employees until the negotiations on the impact of the change are completed. Any impasse reached during these negotiations is subject to the impasse provisions of the Illinois Public Labor Relations Act.

(c) The Employer and Union agree to establish a joint city-wide labor-management insurance search committee. The insurance search committee shall meet periodically during the year to review health insurance costs and related issues. Beginning in July of each year, the insurance committee shall meet to review insurance plans and seek bids for insurance, if necessary. The insurance committee shall make recommendations regarding adoption of alternative health insurance plans.

(d) Officers may remain part of the policy group upon retirement, with the officer paying the premium. The officer may also enroll his dependents, at his own expense.

(e) The City's current health insurance plan incorporating the Health Reimbursement Account (HRA) is specifically incorporated into this Agreement. Should the City wish to change or eliminate the HRA it agrees to bargain with the Lodge on this issue.

#### **Section 23.2. Short Term Disability Insurance**

The City shall provide Short Term Disability Insurance (STDI) for all bargaining unit members (Plan Summary attached as Appendix E). The premium costs of STDI shall be split evenly between the City and the employee. STDI may be supplemented by earned sick leave, in hourly increments. An employee drawing STDI payments will be treated as an "active duty" employee and will continue to earn contract benefits. Notwithstanding any other leave available, employees shall receive up to 120 days of unpaid short term disability leave.

#### **Section 23.3. Pensions**

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

### **ARTICLE XXIV LABOR MANAGEMENT / SAFETY COMMITTEE**

#### **Section 24.1. Labor Management Conferences**

The Lodge and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held

between Lodge representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a labor-management conference and expressly providing the agenda for such meeting. Such meetings and locations shall be limited to:

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

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

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

#### **Section 24.2. Integrity of Grievance Procedure**

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

#### **Section 24.3. Safety Issues**

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

#### **Section 24.4. Lodge Rep Attendance**

When absence from work is required to attend Labor-Management conferences, employees shall, before leaving their work station, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. Supervisors shall approve

the absence except in emergency situations. Employees attending such conferences shall be limited to one (1).

## **ARTICLE XXV MAINTENANCE OF STANDARDS**

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

## **ARTICLE XXVI MAINTENANCE ALLOWANCE**

The City shall pay to each full-time employee, a \$250.00 clothing and equipment allowance on May 1 of each year for other unfurnished uniform items.

All employees shall be issued a cell phone with service paid by the Employer.

All uniform employees covered by this Agreement shall have their uniforms and equipment, including their service weapons, furnished by the City.

Body armor shall be issued and replaced per manufacturer's recommendations, or as needed.

## **ARTICLE XXVII GENERAL PROVISIONS**

### **Section 27.1. Use of Masculine Pronoun**

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

### **Section 27.2. Personnel Policy**

The City reserves the right to establish or change the personnel policy as long as it does not conflict with the provisions of this Agreement. The Employer shall abide by the Illinois Labor Law for any changes not covered by this Agreement prior to implementation.

### **Section 27.3. Work Rules**

Work rules of the Chief of Police which are not in conflict with this Agreement shall continue in full force and effect.

### **Section 27.4. Residency**

There shall be a twenty-five (25) mile residency limit for employees, except non-probationary employees may continue to reside at their current address regardless of the 25-mile residency limit. Employees must comply with residency requirements within six (6) months of completion of probation. Any employee who currently lives beyond 25 miles shall continue to have a thirty (30) mile residency limit. Employees shall be assigned a

car and may use it as a take home car if he/she lives within ten (10) miles of the city limits. Employees with a take home car may use it to travel to and from work, unless it is being serviced or repaired. Take home vehicles shall be assigned to officers based on availability and may be required to be returned to the police department.

#### **Section 27.5. Minimum Staffing**

All shifts shall be staffed with at least two certified and qualified police officers. The Employer shall not assign any full or part-time employee to work as a police officer, unless he/she has received a valid full or part-time Law Enforcement Officer certification or waiver of full or part-time academy from the Illinois Law Enforcement Training and Standards Board. A part-time officer is not considered qualified until he/she has completed a minimum of eighty-four (84) hours of qualification time with a qualified officer from the department. A full-time officer is not considered qualified until he/she has completed a minimum of one hundred sixty-eight (168) hours of qualification time with a qualified officer from the department. This qualifying time shall only be considered valid for a full-time officer when the officer is already a certified law enforcement officer. An exception to this requirement may be allowed if two certified and qualified law enforcement officers are on duty along with the non-certified or non-qualified officer.

#### **Section 27.6 Time Records**

Employees shall receive an accumulated time (i.e. compensatory, sick, personal, vacation) each fiscal quarter. Payroll shall show a breakdown of pay received.

### **ARTICLE XXVIII BULLETIN BOARDS**

The Employer shall provide the Lodge with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available for purposes of the Lodge.

### **ARTICLE XXIX SAVINGS CLAUSE**

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

### **ARTICLE XXX CANINE OFFICER**

#### **Section 30.1. Care and Maintenance**

Any officer assigned as a canine officer shall be allotted two and one half (2 1/2) hours per week during his regular schedule to cover the continued care, maintenance, and grooming of the dog.

**Section 30.2. Kennel**

The Employer shall be responsible for providing a kennel at the assigned officers' residence for maintaining the dog.

**Section 30.3. Food and Medical Costs**

The Employer shall be responsible for all food and veterinary costs incurred by the dog.

**Section 30.4. Liability**

The Employer shall maintain liability insurance and indemnify the officer for acts of the dog in accordance with Article 16.

**Section 30.5. Status Compensation**

The officer shall be compensated according to the provisions of "call-back" for any assignments made specific for the use of the dog.

**Section 30.6. Boarding**

When any officer assigned to the Canine program is on vacation, at the officer's discretion, he may request the City to board the dog at the City's expense.

**Section 30.7. Limitations**

The Employer may call in the Canine officer without being in violation of any provisions for "Overtime Distribution" as long as the service being performed requires the use of the Canine Unit (i.e. building search, vehicle search, drug searches or any other event whereby prudent law enforcement practices recommend the use of a dog). The Canine Officer shall be eligible for other overtime opportunities pursuant to the overtime distribution provisions.

**Section 30.8. Damaged Clothing**

Any clothing damaged by the dog shall be replaced.

**Section 30.9. Canine Retirement**

Canine officer will be allowed option of keeping the dog if dog is retired.

**ARTICLE XXXI TRAINING/EDUCATIONAL REIMBURSEMENT**

**Section 31.1. Training Opportunities**

Officers designated as departmental training officers shall receive copies of all training classes being offered by the Mobile Training Unit. The training officers shall post all training available on the Departmental Bulletin Board and provide equal access to training for all officers.

In recognition of the continuing change and responsibilities associated with law enforcement and the need for a professional police department, the department shall



afford each officer forty (40) hours of continuing education in MTU training classes each year.

The Department shall reimburse any officer for attending any Spanish classes or Spanish training by means of compensatory pay, travel expenses and for the cost of tuition and fees at any certified State of Illinois University, certified State of Illinois Community College or Illinois Law Enforcement Training and Standards Board Class or Mobile Training Unit. Classes must be approved by the Employer; approval shall not be unreasonably denied.

#### **Section 31.2. Educational Reimbursement**

Officers, who register at a certified college or university for a curriculum as approved by the Chief, shall be reimbursed by the City for tuition and fees at levels established at state supported community colleges or universities in the State of Illinois and reasonable cost for books. Classes must be approved by the Employer; approval shall not be unreasonably denied.

### **ARTICLE XXXII EMPLOYEE TESTING**

#### **Section 32.1. Statement of Policy**

It is the policy of the City of Beardstown that the public has the reasonable right to expect persons employed by the City to be free from the effects of drugs and alcohol. The City, as the Employer, has the right to expect its employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of the officers.

#### **Section 32.2. Prohibitions**

Officers shall be prohibited from:

- (a) consuming or possessing alcohol or illegal drugs unless in accordance with duty requirements at any time during the work day or anywhere on any City premises or job sites, including all City buildings, properties, vehicles and the Officer's personal vehicle while engaged in City Business;
- (b) being under the influence of alcohol or illegal drugs during the course of the work day;
- (c) failing to reasonably report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

#### **Section 32.3. Drug and Alcohol Testing Permitted**

When the City has reasonable suspicion to believe that an officer is then under the influence of alcohol or illegal drugs during the course of the work day, the City shall have the right to require the officer to submit to alcohol or drug testing as set forth in this Agreement. At least one (non-bargaining unit) supervisory personnel, who is not a member of the bargaining unit represented by the Council must certify in writing the

reasonable suspicions concerning the affected officer prior to any order to submit to the testing authorized herein. There shall be no random or unit-wide testing of officers, except random testing of an individual officer as authorized in Section 32.8. The City may also require an officer to randomly submit to alcohol or drug testing where the employee is voluntarily assigned to a departmental drug enforcement group for a period of at least thirty (30) days and where such officer's duties are primarily related to drug enforcement. The foregoing shall not limit the right of the City to conduct tests as it may deem appropriate for persons seeking employment as police officers prior to their date of hire.

The Employer has the right to conduct annual random unit-wide drug testing. The dates for such testing shall be selected by the Chief, and the Chief shall arrange for such testing to be performed by a certified medical facility. The Employer will make every effort to test employees within a twenty-four hour period. Any employee called in for the purpose of testing shall be paid the appropriate rate of pay. Any employee on vacation or other paid leave shall be tested immediately upon their return to work. All officers shall be tested during the work hours if such scheduling is possible with the testing facility. All sworn officers, including the Chief shall be included in the random drug testing.

Any employee who is involved in an on-duty shooting which results in the injury or death of another person or persons shall be drug and alcohol tested. Any employee who discharges his firearm during an on-duty use of force incident may be drug and alcohol tested by the Employer. Such tests shall be conducted in accordance with Section 32.5. Tests to be Conducted.

#### **Section 32.4. Order to Submit to Testing**

At the time an officer is ordered to submit to testing authorized by this Agreement, the City shall provide the officer with a written notice of the order, setting forth the subjective facts (and reasonable inference drawn from those facts) which have formed the basis of the order to test. The officer shall be permitted to consult with a representative of the Labor Council within a reasonable time up to one hour of the time the order is given; as long as it does not interfere with the timely execution of the order. No officer shall be interrogated without being accorded his rights under the Uniform Peace Officers' Disciplinary Act (50 ILCS 725/1 et seq.). Refusal to submit to such testing may subject the employee to discipline, but the officer's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

#### **Section 32.5. Tests to be Conducted**

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

- (a) insure that the laboratory or facility selected conforms to all sound scientific standards;
- (b) establish a chain of custody procedure for both the sample collection and testing that will insure the integrity of the identity of each sample and test result. No officer covered by this Agreement shall be permitted at any time to become a part of such chain of custody;

- (c) collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the officer;
- (d) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- (e) provide the officer tested with an opportunity to have the additional sample tested within forty-eight (48) hours of the ordered test by a clinical laboratory or hospital facility of the officer's own choosing, at the officer's own expense; provided the officer notifies the City within forty-eight (48) hours of receiving the results of the officer's independent tests;
- (f) require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree any information concerning such testing or the results thereof should be obtained by the City inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the City will not use such information in any manner or forum adverse to the officer's interests;
- (g) require that with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, test results showing an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive (Note: the foregoing standard shall not preclude the City from attempting to show that test results below .04 demonstrate that the officer's ability to perform his duties was impaired, but the City shall bear the burden of proof in such cases.);
- (h) provide each officer tested with a copy of all information and reports received by the City in connection with the testing and the results;
- (i) insure that no officer is the subject of any adverse employment action except emergency temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

#### **Section 32.6. Right to Contest**

The Council and/or the officer, with or without the Council, shall have the right to file a grievance concerning any testing permitted by this Article contesting the basis for the order to submit to the tests, the administration of the tests, the significance and accuracy of the tests, or results or any other alleged violation of this Article. Such grievances shall be commenced at Step 3 of the grievance procedure. It is agreed that

the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that officers may have with regard to such testing. Officers retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Council.

#### **Section 32.7. Voluntary Requests for Assistance**

The City shall take no adverse employment action against an officer who voluntarily seeks treatment, counseling or other support for the first instance of an alcohol or drug related problem, other than the City may require reassignment of the officer with pay if he is then unfit for duty in his current assignment. The City shall make available through its Employee Assistance Program a means by which the officer may obtain referrals and treatment. All such requests shall be confidential and any information received by the City, through whatever means, shall not be used in any manner adverse to the officer's interests, except reassignment as described above.

#### **Section 32.8. Discipline**

The City shall take no adverse employment action against an officer who tests positive for drugs or alcohol, if such officer is enrolled in and participating in a voluntary treatment program for an alcohol or drug related problem.

An officer who tests positive for drugs or alcohol on both the initial and confirmatory test for abuse of illegal drugs or is found to be under the influence of alcohol or whose ability to perform his duties are impaired shall be subject to discipline including immediate discharge. If the Employer waives discharge for another form of discipline, then the officer must perform as follows:

- (a) the officer agreeing to appropriate treatment as determined by the physician(s) involved;
- (b) the officer discontinues his abuse of alcohol or illegal drugs;
- (c) the officer completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve months;
- (d) the officer agrees to submit to random testing during hours of work within the twelve month period after a positive confirmatory test in addition to random unit-wide drug testing.

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

The foregoing shall not be construed as an obligation on the part of the City to retain an officer on active status throughout the period of rehabilitation if it is appropriately determined that the officer's current use of alcohol or drugs prevents such individual from performing the duties of a police officer or whose continuance on active status would

constitute a direct threat to the property or safety of others. Such officer shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence, at the officer's option, pending treatment.

## **ARTICLE XXXIII DURATION AND SIGNATURE**

### **Section 33.1. Term of Agreement**

This Agreement shall be effective from May 1, 2018 and shall remain in full force and effect until April 30, 2021. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party to the other not more than one-hundred and twenty (120) days no less than ninety (90) days prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

### **Section 33.2. Continuing Effect**


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


### **Section 33.3. Successor Reopener**

The parties agree that if either side decides to reopen negotiations making any changes in the Agreement, the other party may so notify the other at least ninety (90) days and no more than one-hundred and twenty (120) days prior to the expiration of this Agreement or the extension thereof. In the event such notice to negotiate is given, then the parties shall meet not later than (10) days after the date of receipt of such notice, or at such reasonable times as are agreeable to both parties for the purposes of negotiation. All notices provided for in this Agreement shall be served upon the other party by certified mail, return receipt requested.

## SIGNATURES


FOR THE EMPLOYER:


  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Clerk (SEAL)

FOR THE LODGE:

  
\_\_\_\_\_  
Chris Baer

  
\_\_\_\_\_  
Ian Dennis

  
\_\_\_\_\_  
Doug Crawford  
Field Representative  
Illinois FOP Labor Council

## **APPENDIX A - SENIORITY LIST**

<b>Employee</b>	<b>Date of Hire</b>
Travis Birdsell	01-31-2009
Christopher Baer	06-15-2009
Travis Capps	09-12-2010
Ian Dennis	02-28-2013
Samuel Reller	10-29-2013
Jose Luna	07-05-2017

## APPENDIX B - WAGES

New Steps	5/1/2018		5/1/2019		5/1/2020	
	3%		3%		3%	
	2080 hrs	Hrly	2080 hrs	Hrly	2080 hrs	Hrly
Start	\$37,135	\$17.85	\$38,249	\$18.39	\$39,396	\$18.94
After pti	\$40,007	\$19.23	\$41,207	\$19.81	\$42,443	\$20.41
1-4 yrs	\$45,461	\$21.86	\$46,825	\$22.51	\$48,230	\$23.19
5-8 yr	\$45,971	\$22.10	\$47,350	\$22.76	\$48,771	\$23.45
9-12 yr	\$46,493	\$22.35	\$47,888	\$23.02	\$49,324	\$23.71
13-16 yr	\$47,377	\$22.78	\$48,799	\$23.46	\$50,263	\$24.16
17-19 yr	\$48,266	\$23.20	\$49,714	\$23.90	\$51,206	\$24.62
20-22 yr	\$48,924	\$23.52	\$50,391	\$24.23	\$51,903	\$24.95



**APPENDIX C - DUES AUTHORIZATION FORM**

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

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

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

Employment Start Date: \_\_\_\_\_

Title: \_\_\_\_\_

**Employer, please remit all dues deductions to:**

Illinois Fraternal Order of Police Labor Council  
Attn: Accounting  
974 Clock Tower Drive  
Springfield, Illinois 62704  
(217) 698-9433

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



**APPENDIX D - GRIEVANCE FORM**  
(use additional sheets where necessary)

Lodge No. \_\_\_\_\_ Year \_\_\_\_\_ Grievance No. \_\_\_\_\_  
/ /

Date Filed: \_\_\_\_\_  
Department: \_\_\_\_\_

Grievant's Name: \_\_\_\_\_  
Last First M.I.

**STEP ONE**

Date of Incident or Date Knew of Facts Giving Rise to Grievance: \_\_\_\_\_

Article(s) and Sections(s) of Contract violated: \_\_\_\_\_

Briefly state the facts: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy Sought: \_\_\_\_\_  
\_\_\_\_\_

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S STEP ONE RESPONSE**

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

**STEP TWO**

Reasons for Advancing Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S STEP TWO RESPONSE**

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

---

### STEP THREE

Reasons for Advancing Grievance: \_\_\_\_\_

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

### EMPLOYER'S STEP THREE RESPONSE

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

### STEP FOUR

Reasons for Advancing Grievance: \_\_\_\_\_

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

### EMPLOYER'S STEP FOUR RESPONSE

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

### REFERRAL TO ARBITRATION by Illinois FOP Labor Council

\_\_\_\_\_  
Person to Whom Referral Given

\_\_\_\_\_  
Date

\_\_\_\_\_  
FOP Labor Council Representative



## APPENDIX E - PLAN SUMMARY-SHORT TERM DISABILITY INSURANCE



### DISABILITY CLAIM FORM

The Benefits Center  
P.O. Box 100158, Columbia, SC 29202-3158

Pacific Time Zone Toll-free: 1-877-851-7837 Fax: 1-877-851-7624  
All Other Time Zones Toll-free: 1-800-858-6848 Fax: 1-800-447-2498  
Call toll-free Monday through Friday, 8 a.m. to 8 p.m. (Eastern Time).

For use with policies issued by the following Unum Group ["Unum"] subsidiaries:

Unum Life Insurance Company of America    Provident Life and Accident Insurance Company  
The Paul Revere Life Insurance Company

#### OUR COMMITMENT TO YOU

We understand that a disabling illness or injury creates emotional, physical and financial challenges and we want to do whatever we can to help you. You have our commitment to provide you with responsive service and to be understanding and sensitive to your circumstances during the claim process.

#### When should you use this claim form?

Use this claim form to apply for disability benefits with Unum. This form should be used for the following types of claims only:

- Short Term Disability
- Voluntary Benefits Disability
- Any combination of the following: Short Term Disability, Long Term Disability, Individual Disability, Life Insurance Waiver of Premium, and Voluntary Benefits Disability

If you are covered for more than one of these products, you only have to complete this one form.

#### Who is responsible for completing this claim form?

The information provided on this claim form will be used to evaluate your eligibility for disability benefits. Please provide complete and legible responses to ensure your claim is processed as quickly as possible. Please enclose any additional information you feel will assist us in the evaluation of your claim.

- **Employee/Individual Statement (pages 3-5):** Please complete this section of the claim form and mail or fax the completed form to the address or fax number indicated above.
- Please complete the name and date of birth fields at the top of every page for easy identification purposes in case the pages become separated.
- **Employee/Individual Authorization (last page):** Please sign and date this form and provide a copy to your attending physician and mail or fax the completed form to the address or fax number indicated above. This form authorizes the release of medical information needed to evaluate your claim.
- **Employer Statement (pages 6-8):** If you are applying for Short Term Disability, Long Term Disability, Individual Disability or Life Insurance Waiver of Premium, please give this section of the claim form to your employer and ask him/her to complete, sign and date the form. Your employer should mail or fax the completed form to the address or fax number indicated above. If you are applying for Voluntary Benefits Disability only, we do not require the Employer Statement.
- **Attending Physician Statement (pages 9-11):** Please complete Part I of this statement, then give this section of the claim form to the physician or treating provider primarily responsible for your care and ask him/her to complete Part II. Your physician or treating provider should mail or fax the completed form to the address or fax number indicated above. Unum is not responsible for expenses associated with the completion of this form.

#### Questions?

If, at any time, you have questions about the claim process or need help to complete this form, please call the above toll-free number. Our Contact Center is staffed with experienced professionals who can be contacted from 8 a.m. to 8 p.m. Monday through Friday.

CL-1008 (04/09)

**DISABILITY CLAIM FORM**

The Benefits Center

P.O. Box 100168, Columbia, SC 29202-3168

Pacific Time Zone Toll-free: 1-877-851-7837 Fax: 1-877-851-7624

All Other Time Zones Toll-free: 1-800-866-6843 Fax: 1-800-447-2488

Call toll-free Monday through Friday, 8 a.m. to 6 p.m. (Eastern Time).

**EMPLOYEE/INDIVIDUAL STATEMENT (PLEASE PRINT)****A. Information About You**

Last Name										Suffix		First Name										MI	
Date of Birth (mm/dd/yy)						Social Security Number						Gender											
												<input type="checkbox"/> Male <input type="checkbox"/> Female											
Home Address																							
City										State		Zip											
Home Telephone Number										Cellular Telephone Number													
The state in which you work										Preferred e-mail address (for confirmation purposes only)													
Employer Name																							
Language Preference <input type="checkbox"/> English <input type="checkbox"/> Spanish																							

Please check all types of coverage you have with Unum.

- ☐ Short Term Disability ☐ Long Term Disability ☐ Individual Disability ☐ Life Insurance ☐ Voluntary Benefits Disability  
☐ Voluntary Benefits Cancer/Critical Illness ☐ Voluntary Benefits Accident ☐ Voluntary Benefits MedSupport

Are you currently self-employed? ☐ Yes ☐ NoDo you work for another employer? ☐ Yes ☐ No

If yes, employer name

Telephone Number

**B. Information About the Condition(s) Causing Your Disability**

1. For pregnancy, answer the following questions then go to #4:

What is your expected delivery date? (mm/dd/yy)

Were there any complications causing you to stop work prior to your expected delivery date? ☐ Yes ☐ No If yes, please explain:Have you already delivered? ☐ Yes ☐ No If yes, what type of delivery? ☐ Vaginal ☐ C-Section If yes, date of delivery (mm/dd/yy):

2. For illness, answer the following questions then go to #4:

What is the name of your medical condition?

What were your first symptoms?

When did you first notice the symptoms?

Date you were first treated by a physician  
(mm/dd/yy)

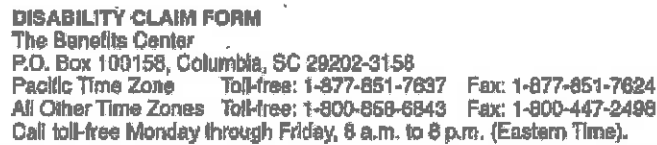
3. For an injury, answer the following questions then go to #4:

What is the name of your medical condition?

Where and how did the injury occur?

Date the injury occurred (mm/dd/yy)

If related to a motor vehicle accident, was an accident report filed?  
☐ Yes ☐ NoDate you were first treated by a physician  
(mm/dd/yy)



Employee/Individual's Name (Last Name, Suffix, First Name, MI)	Date of Birth (mm/dd/yyyy)		

**What specific duties of your occupation are you unable to perform due to your medical condition?**

If no, do you intend to file a Workers' Compensation claim? ☐ Yes ☒ No If no, please explain why you are not filing a Workers' Compensation claim.

Date Last Worked (mm/dd/yyyy)	Number of Hours Worked on Date Last Worked	Date you were first unable to work due to this medical condition (mm/dd/yyyy)

1. <u>Provider Name</u>	<u>Mailing Address</u>	<u>Telephone No.</u> (       )
<u>Specialty</u>	<u>City</u> <u>State</u> <u>Zip</u>	<u>Fax No.</u>
<u>Date of first visit for this condition (mm/dd/yyyy)</u>	<u>Date of next visit for this condition (mm/dd/yyyy)</u>	(       )
2. <u>Provider Name</u>	<u>Mailing Address</u>	<u>Telephone No.</u> (       )
<u>Specialty</u>	<u>City</u> <u>State</u> <u>Zip</u>	<u>Fax No.</u>
<u>Date of first visit for this condition (mm/dd/yyyy)</u>	<u>Date of next visit for this condition (mm/dd/yyyy)</u>	
3. <u>Provider Name</u>	<u>Mailing Address</u>	<u>Telephone No.</u> (       )
<u>Specialty</u>	<u>City</u> <u>State</u> <u>Zip</u>	<u>Fax No.</u>
<u>Date of first visit for this condition (mm/dd/yyyy)</u>	<u>Date of next visit for this condition (mm/dd/yyyy)</u>	

1. Hospital/Facility Name	Address	Date of Visit/Admission (mm/dd/yyyy)
Procedure	City State Zip	Date of Discharge (mm/dd/yyyy)
2. Hospital/Facility Name	Address	Date of Visit/Admission (mm/dd/yyyy)
Procedure	City State Zip	Date of Discharge (mm/dd/yyyy)

**DISABILITY CLAIM FORM**

The Benefits Center

P.O. Box 100155, Columbia, SC 29202-3155

Pacific Time Zone Toll-free: 1-877-851-7637 Fax: 1-877-851-7624

All Other Time Zones Toll-free: 1-800-858-6843 Fax: 1-800-447-2498

Call toll-free Monday through Friday, 8 a.m. to 8 p.m. (Eastern Time).

**EMPLOYEE/INDIVIDUAL STATEMENT (Continued)**

Employee/Individual's Name (Last Name, Suffix, First Name, MI)

Date of Birth (mm/dd/yy)

**E. Information About Other Disability Income.** This information is important to ensure the accuracy of your disability benefit calculation.

You may be receiving income from other sources that could reduce your benefit from Unum. Please indicate what other income benefits you may be eligible to receive or are receiving as a result of your disability and complete the information requested.

Other Source of Income	May Be Eligible to Receive	Receiving
State Disability Plan (CA, HI, NJ, NY, PR, RI)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
Workers' Compensation	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
Motor Vehicle Insurance	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
Third Party Settlement/Income	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
Social Security/Disability	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
Social Security/Family	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
Social Security/Retirement	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
Unemployment	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
Pension/Disability	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
Pension/Retirement	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
Canada Pension	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
Public Employee Retirement System	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
State Teachers Retirement System	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown

Other Short Term Disability Coverage ☐ Yes ☐ No If yes, please list the insurance company name.**F. Information About Your Return-to-Work**Have you returned to work? ☐ Yes ☐ No If yes, indicate date below.

Part Time (mm/dd/yy):

Full Time (mm/dd/yy):

Hours per week:

If you have not returned to work, when do you expect to return?

Part Time (mm/dd/yy):

Full Time (mm/dd/yy):

☐ Unknown**G. Information About Income Tax Withholding.** The following information will ensure your benefit is taxed appropriately according to Federal and State regulations.**TAX INFORMATION**

If you do not know if you are covered under a fully-insured or self-funded plan, please contact your employer for assistance.

- For Fully-Insured Plans - If your request for benefits is approved, should Unum withhold Federal and/or State Income Taxes from your benefit checks?  
Federal Income Tax: ☐ Yes ☐ No If yes, how much should be withheld from each check? (whole dollar amount) \$

Minimum Withholding: \$20/week for Short Term Disability and \$88/month for Long Term Disability.

State Income Tax: ☐ Yes ☐ No If yes, how much should be withheld from each check? (whole dollar amount) \$

- For Self-Funded Plans - Attach a copy of your completed VA-4 for accurate calculation of Federal and State income taxes. Note: If not provided, we are required by law to withhold 25% of your benefit for Federal Income Tax and the maximum withholding amount for State Income Tax.

**H. Signature of Employee/Individual**

I have read and understand the fraud notices listed on page 2 of this form. I also acknowledge that should my claim be overpaid for any reason it is my obligation to repay any such overpayment. The above statements are true and complete to the best of my knowledge and belief. (Your signature is required for benefit consideration.)

**X**

Signature

Date

Reminder: Please sign and date the Authorization (last page of this claim form).

CL-1009 (04/09)

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## APPENDIX F - UNIFORM AND EQUIPMENT LIST

Quantity	Item
1	Reversible Rain Coat
1	Duty Coat
1	Winter Ball Cap (optional for employee)
1	Portable radio w/charger and lapel mic
1	Ballistic Vest with extra carrier
1	Weapon with 3 magazines - Law enforcement issue
1	Ammo as required for issued magazine capacity
1	Employee ID card
1	On-duty holster
2 pr	Handcuffs with keys
1	OC spray can
1	Collapsible baton
3	Badges (2 reg.)
1	Trouser belt
1	Duty belt
1	Baton holder
2	Handcuff case
1	Disposable glove pouch
1	Double magazine pouch
4	Belt keepers
1	OC spray holder
4 pr	SS shirts
4 pr	LS shirts
4 pr	Pants
1	Shirt nametag
1	Coat nametag
1 pr	PD collar insignia
1	Ticketbook holder
1	Police Dept Key
1	Accident Template
1	Windproof Duty Pullover Sweater
1	Weapon Storage case
1	Tazer

Uniforms and gear shall be returned to the Employer at the employee's termination of employment. Employees shall sign for issued gear.



## **APPENDIX G - 12 HOUR SCHEDULE**

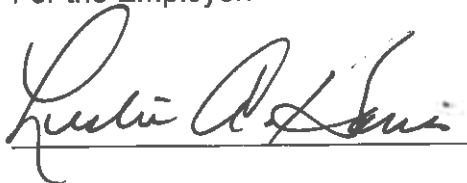
**Memorandum of Understanding  
Between  
City of Beardstown  
And  
Illinois Fraternal Order of Police Labor Council  
Representing  
Beardstown Police Officers**

The City of Beardstown (Employer) and the Illinois Fraternal Order of Police Labor Council, representing Beardstown Police Officers (FOP), agree to a trial modification of their collective bargaining agreement (Agreement, term 5/1/2018 to 4/30/2021) in order to schedule officers to work 12 hour workdays. The parties have met and discussed the impact of the adoption of a 12 hour workday and agree to the following terms:

The normal workday shall be 12 hours. Unless otherwise mutually agreed between the Union and City, the starting shift times shall be 6am and 6pm. The normal schedule shall be a 14 day work period with a regular rotation of days worked and days off as follows: 2 on (Monday-Tuesday), 2 off (Wednesday-Thursday), 3 on (Friday-Saturday-Sunday), 2 off (Monday-Tuesday), 2 on (Wednesday-Thursday), 3 off (Friday-Saturday-Sunday), then the schedule cycle repeats. Total regular hours worked will be 84 hours in 14 days. Annual work hours will increase to 2184 hours. Overtime will be paid after the regularly scheduled hours in the work day. Overtime will be paid if an employee is scheduled to work a day off or otherwise works more than 84 hours in a work period of 14 days. Overtime payment, whether cash or compensatory time, will be as per the Agreement's current terms, without change. All sick leave, holidays, and vacation days shall have a value of 8 hours.

This 12 hour schedule is being implemented on a trial basis and must be bargained into the Agreement to become permanent. Either party may opt out of this MOU by meeting and discussing the reasons for opting out with the other, after which the MOU may be terminated with 30 day written notice, at which point the schedule shall return to the 8 hour day.

For the Employer:



For the FOP:

