

# **ILLINOIS FOP LABOR COUNCIL**

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and

## **CITY OF JACKSONVILLE**

**F.O.P. Lodge No. 125  
Command Unit**

**January 1, 2023 – December 31, 2026**

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487  
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## TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE.....	1
ARTICLE 2 - RECOGNITION .....	1
ARTICLE 3 - NON-DISCRIMINATION .....	1
Section 3.1. Equal Employment Opportunity.....	1
Section 3.2. Non-Discrimination .....	1
Section 3.3. Use of Masculine Pronoun.....	1
Section 3.4. No Dual Remedies.....	2
ARTICLE 4 - MUTUAL COOPERATION .....	2
ARTICLE 5 - UNION SECURITY .....	2
ARTICLE 6 - DUES DEDUCTION.....	2
ARTICLE 7 - MANAGEMENT RIGHTS .....	2
ARTICLE 8 - POLICE AND FIRE COMMISSION .....	3
Section 8.1. Fire and Police Commission.....	3
Section 8.2. Discipline Subject to Grievance Procedure .....	3
Section 8.3. Promotion Probationary Period .....	3
ARTICLE 9 - NO STRIKE.....	3
Section 9.1. No Strike Commitment.....	3
Section 9.2. Resumption of Operations .....	4
ARTICLE 10 - BILL OF RIGHTS.....	4
ARTICLE 11 - GRIEVANCE PROCEDURE .....	4
Section 11.1. Introduction .....	4
Section 11.2. Definitions .....	4
Section 11.3. Grievance and Arbitration .....	5
Section 11.4. General.....	6
ARTICLE 12 - LABOR-MANAGEMENT CONFERENCES .....	6
ARTICLE 13 - LAYOFF.....	7
ARTICLE 14 - EMPLOYEE SECURITY .....	7
Section 14.1. Just Cause Standard .....	7
Section 14.2. File Inspection .....	7
ARTICLE 15 - HOURS AND OVERTIME .....	8
Section 15.1. Work Day and Work Period .....	8
Section 15.2. Overtime Payment .....	9
Section 15.3. Call Back/Court-time.....	9

Section 15.4. Replacement Officer.....	10
ARTICLE 16 - INDEMNIFICATION .....	10
Section 16.1. Employer Responsibility .....	10
Section 16.2. Legal Representation .....	10
ARTICLE 17 - SENIORITY .....	10
Section 17.1. Definition of Seniority.....	10
Section 17.2. Vacation Scheduling.....	11
Section 17.3. Seniority List .....	11
Section 17.4. Seniority Termination.....	11
Section 17.5. Shift Bidding.....	11
Section 17.6. Sergeant Day Off Selection .....	13
ARTICLE 18 - F.O.P. REPRESENTATIVES .....	13
Section 18.1. Attendance at Lodge Meetings .....	13
Section 18.2. Grievance Processing.....	13
Section 18.3. Union Negotiating Team .....	13
Section 18.4. Elected Position .....	14
ARTICLE 19 - SAFETY ISSUES.....	14
Section 19.1. Safety Committee .....	14
Section 19.2. Disabling Defects .....	14
ARTICLE 20 - BULLETIN BOARDS.....	14
ARTICLE 21 - TRAINING .....	14
Section 21.1. General Policy .....	14
Section 21.2. Access.....	15
Section 21.3. Posting .....	15
Section 21.4. Personal Days for Off-duty Training time.....	15
ARTICLE 22 - LEAVES OF ABSENCE.....	16
Section 22.1. Compassionate Leave .....	16
Section 22.2. Short Term Military Leave .....	16
Section 22.3. Leave of Absence .....	16
Section 22.4. Maternity Leave.....	16
Section 22.5. Injury Leave.....	16
Section 22.6. Family and Medical Leave Act Leave.....	17
ARTICLE 23 - DISABILITY INCOME .....	17
ARTICLE 24 - COMMAND WAGES.....	17
Section 24.1. Base Annual Wage .....	17
Section 24.2. Longevity Pay.....	18
Section 24.3. Field Training Officer Pay .....	18
Section 24.4. Instructor Pay.....	18
Section 24.5. Detective Assignment.....	18
Section 24.6. Acting Lieutenant Pay .....	18
Section 24.7. Cell Phone.....	18

ARTICLE 25 - HOLIDAYS .....	18
Section 25.1. Designated Holidays .....	18
Section 25.2. Compensation for Holiday .....	19
Section 25.3. Overtime on a Family Holiday .....	19
Section 25.4. Use of Holidays .....	19
ARTICLE 26 - MAINTENANCE ALLOWANCE .....	19
Section 26.1. Maintenance Allowance .....	19
Section 26.2. Meal Allowance .....	19
Section 26.3. Uniforms and Equipment .....	19
ARTICLE 27 - VACATIONS .....	20
Section 27.1. Vacation Accrual .....	20
Section 27.2. Accrual for Consistent Employment .....	20
Section 27.3. Benefit Loss Without Termination Notice .....	20
Section 27.4. Vacation Carry-over/Payment .....	20
Section 27.5. Submission of Vacation Time Off Requests .....	20
Section 27.6. Vacation Sell Back .....	21
ARTICLE 28 - INSURANCE .....	21
Section 28.1. Premium Payment .....	21
Section 28.2. Cost Containment .....	21
ARTICLE 29 - GENERAL PROVISIONS .....	22
Section 29.1. Access to Records .....	22
Section 29.2. Repair and Replace .....	22
Section 29.3. Inoculations and Immunizations .....	22
Section 29.4. Amendments to Agreement .....	22
Section 29.5. Residency .....	22
ARTICLE 30 - COMPLETE AGREEMENT .....	22
ARTICLE 31 - SAVINGS CLAUSE .....	23
ARTICLE 32 - SICK LEAVE .....	23
Section 32.1. Accrual Rate .....	23
Section 32.2. Notification of Sick Leave .....	23
Section 32.3. Sick Leave Verification .....	23
Section 32.4. Sick Leave Abuse .....	23
Section 32.5. Sick Leave Overtime .....	23
Section 32.6. Compliance .....	23
Section 32.7 Sick Leave Donation .....	24
ARTICLE 33 - TEMPORARY ASSIGNMENTS WITH OTHER LAW ENFORCEMENT AGENCIES .....	24
ARTICLE 34 - EMPLOYEE TESTING AND SUBSTANCE ABUSE .....	24
Section 34.1. Policy .....	24
Section 34.2. Prohibitions .....	24
Section 34.3. Testing .....	25

Section 34.4. Order to Submit to Testing .....	25
Section 34.5. Tests to be Conducted.....	25
Section 34.6. Right to Contest .....	26
Section 34.7. Discipline.....	27
Section 34.8. Random Drug Testing.....	28
Section 34.9. Officer Involved Shootings.....	28
ARTICLE 35 - RESOLUTION OF IMPASSE .....	28
ARTICLE 36 - CANINE OFFICER.....	29
Section 36.1. Care and Maintenance .....	29
Section 36.2. Kennel.....	29
Section 36.3. Food and Medical Costs .....	29
Section 36.4. Liability .....	29
Section 36.5. Status Compensation .....	29
Section 36.6. Boarding .....	29
Section 36.7. Limitations.....	29
Section 36.8. Damaged Clothing.....	29
Section 36.9. Dog Training Compensation.....	29
ARTICLE 37 - DURATION .....	30
SIGNATURE PAGE .....	31
APPENDIX A - DUES AUTHORIZATION FORM.....	32
APPENDIX B - GRIEVANCE FORM .....	33
APPENDIX C - SENIORITY LIST .....	35
SIDE LETTER - EXAMPLES OF CAUSE.....	36
SIDE LETTER - RESIDENCY .....	37
MEMORANDUM OF UNDERSTANDING - PRIORITY VACATION BIDDING .....	38
SIDE LETTER.....	40
MEMORANDUM OF UNDERSTANDING - RESIDENCY .....	41

## **ARTICLE 1 - PREAMBLE**

This Agreement is entered into by and between the City of Jacksonville, Illinois (herein referred to as the "EMPLOYER") and the JACKSONVILLE LODGE NO. 125/ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL (herein referred to as the "UNION").

It is the purpose of this Agreement and it is the intent of the parties hereto to establish and promote mutual harmonious understanding and relationship between the Employer and the Union; to promote departmental efficiency and effectiveness; to establish wages, hours, and other conditions of employment of the employees covered by this Agreement.

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

## **ARTICLE 2 - RECOGNITION**

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative of all sworn Officers holding the rank of Sergeant and Lieutenant recognized by the Police and Fire Commission for the Employer (herein referred to as "Officers" or "employees"), excluding persons holding the rank of Captain and above, including the Deputy Chief and Chief, for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment. This Recognition shall not include auxiliary officers or civilian personnel.

## **ARTICLE 3 - NON-DISCRIMINATION**

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

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

### **Section 3.2. Non-Discrimination**

Neither the Employer nor the Union shall discriminate on the basis of race, color, sex, religion, national origin, or membership or non-membership in the Union. Both the Employer and the Union agree to adhere to any applicable State and Federal Laws dealing with discrimination.

### **Section 3.3. 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 3.4. No Dual Remedies**

Alleged violations of this Article which may also be the subject of a charge before a State or Federal administrative agency shall not be grievable but must instead be filed with the appropriate State or Federal Agency.

### **ARTICLE 4 - MUTUAL COOPERATION**

The Employer and the Union agree to cooperate with each other in the matters of the administration of this Agreement and the provision law enforcement services for the citizens of Jacksonville, Illinois.

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

### **ARTICLE 5 - UNION SECURITY**

Each officer who on the effective date of this Agreement is a member of the Union, and each officer who becomes a member after that date, shall maintain his membership in good standing in the Union until revoked in writing, during the term of this Agreement.

### **ARTICLE 6 - DUES DEDUCTION**

Upon receipt of proper written authorization from the officer, the Employer shall deduct each month Union dues in the amount certified by the Treasurer of the Union from the pay of all officers covered by this Agreement who, in writing, authorize such deductions. Such money shall be submitted to the Illinois Fraternal Order of Police Labor Council within thirty (30) days after the deductions have been made. Said deductions will be terminated upon the officer's written request.

The Union hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken by the Employer for the purpose of complying with the provisions of Article 5 and 6.

### **ARTICLE 7 - MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of the Agreement, the Employer retains all traditional rights to manage and direct the affairs of the City of Jacksonville and its Police Department in all of their various aspects and to manage and direct employees, including but not limited to the following. to determine the mission of the Department and to set standards of service offered to the public; to plan, direct, control and determine all the operations and services of the Department; to supervise and direct the working forces; to assign and transfer employees; to establish the qualifications for employment, determine the number of employees, and to employ employees; to schedule and assign work; to establish work and productivity standards and from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce various rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for just cause (probationary employees



without cause); to change or eliminate existing methods, equipment, uniforms or facilities; to hire promote or demote employees; to lay off employees when necessary; to determine and establish training requirements for positions within the Department; and to establish the ranks and positions of the Department and to establish the job duties of these ranks and positions in accordance with operational requirements. In addition, the Employer expressly reserves the right under this Agreement to exercise all management rights set forth in Section 4 of the Illinois Public Relations Act.

## **ARTICLE 8 - POLICE AND FIRE COMMISSION**

### **Section 8.1. Fire and Police Commission**

The parties recognize that the Police and Fire Commission of the City of Jacksonville has certain statutory authority over employees covered by this Agreement, including but not limited to, the right to make, alter and enforce rules and regulations.

### **Section 8.2. Discipline Subject to Grievance Procedure**

Officers shall have the choice of pursuing their discipline either through the Board of Fire and Police Commissioners or through the Grievance Procedure. The officer must make his election at the pre-disciplinary meeting. Once an election is made, the officer waives the alternate procedure.

### **Section 8.3. Promotion Probationary Period**

Any individual promoted according to the provisions of this Article will be on probation for a period of one (1) year within the new rank. Removal from the position during the probationary period shall be for cause which shall be defined as failing to bring performance up to standards after being counseled or violations of policy. (Examples attached as a side letter). In this instance, the employee will return to the rank or classification previously held without loss of seniority and a selection will be made from the current eligibility list.

## **ARTICLE 9 - NO STRIKE**

### **Section 9.1. No Strike Commitment**

Neither the Union nor any officer, member of the Union, or employee covered by this Agreement, will call, institute, authorize, participate in, sanction, encourage, or ratify any strike, work stoppage, or picket which causes work stoppage, or any other concerted interference with, in whole or in part, the full, faithful and proper performance of the duties of employment with the Employer.

Neither the Union nor any officer, member of the Union, or employee covered by this Agreement, shall refuse to cross any picket line by whomever established.

### **Section 9.2. Resumption of Operations**

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

Nothing in the Agreement shall preclude the Employer from exercising its rights under Section 17(b) of the Illinois Public Relations Act. The only matter which may be made the subject of a grievance concerning disciplinary action imposed for a violation of this Article is whether or not the officer actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent under this Agreement. Nothing contained in this Agreement shall preclude the Employer from obtaining judicial restraint in the event of a breach of this Article.

## **ARTICLE 10 - BILL OF RIGHTS**

Whenever an officer covered by this Agreement is subject to a formal investigation or interrogation as those terms are defined in Section 2 of the Uniform Peace Officers' Disciplinary Act, 50 ILCS 725/1, for any disciplinary matters other than charge of violation of federal, state or local criminal codes as set forth in Section 6 of the Act, such interrogation or formal investigation shall be conducted in accordance with the provisions of that Act. Nothing in this section is intended to or should be construed to waive officers' right to Union representation during questioning that the officers' reasonably believe may lead to discipline.

## **ARTICLE 11 - GRIEVANCE PROCEDURE**

### **Section 11.1. Introduction**

It is the intent of the parties to the Agreement to use their individual and collective best efforts to promote and encourage the informal and prompt adjustment of disputes that may arise between the Union or any Command officer covered under this Agreement and the Employer. Therefore, except for disputes or differences of opinion concerning matters on issues subject to the historic and statutory jurisdiction of the Jacksonville Police and Fire Commission, the parties agree they shall use the procedures set forth in this Article for the resolution, strictly pursuant to the terms of this Agreement, of all alleged violations of the terms of this Agreement.

### **Section 11.2. Definitions**

For the purposes of this Grievance Procedure, the following definitions shall be applicable:

- |                  |                                                                                                                                                                                                                           |
|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <u>Grievant</u>  | Shall mean any Command officer covered by this Agreement or the Union on behalf of all Command officers in the unit who, pursuant to the terms of this Agreement, seeks resolution for a grievance.                       |
| <u>Grievance</u> | Is the allegation placed in writing by the grievant that any express provision or term of this Agreement has been violated by the Employer, excluding those matters defined in Section 11.1 or excluded elsewhere in this |

Agreement. The written grievance shall contain specific details including the article and section alleged to be violated and the remedy sought, names of involved persons, date, time and place and the signature of the grievant.

With the permission of the Chief or his designee, which shall not be unreasonably withheld and only for the unusual job demands, command officers will be permitted reasonable time off with pay during their respective working hours to process and/or investigate grievances.

### **Section 11.3. Grievance and Arbitration**

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. Any time period provided for under the steps of the Grievance Procedure may be extended by mutual agreement.

- STEP 1: The Command officer, with or without a Union representative, may take up a grievance in writing with the Chief (or his designee in his absence) within fifteen (15) calendar days of its occurrence. The Chief shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the Command officer, his immediate supervisor or shift commander (if applicable), and a Union representative within ten (10) calendar days after receipt of the grievance from the Union. The Chief shall then render a written decision within fifteen (15) calendar days of the meeting.
- STEP 2: If the grievance remains unsettled after the Chief's response in Step 1, then the Union may, within ten (10) calendar days of said response, present the grievance in writing to the Mayor, giving its reasons for rejecting the Chief's response. The Mayor may at his or her discretion, schedule a conference after receipt of the Union's appeal, to be attended by the Chief, or his designee, the Command officer(s) involved, a Union representative, and, if necessary, the supervisor(s) involved. In the event no such conference is scheduled, the Mayor shall issue a written response to the grievance within twenty (20) days of receipt of the Union's appeal. If the Mayor schedules a conference, he or she may issue a written or oral response as deemed necessary, except that if the grievance is denied, the Mayor will issue a written response so indicating within twenty (20) days of the conference.
- STEP 3: If the grievance remains unsettled after the Mayor's response in Step 2, and if the Union has requested in writing within ten (10) days of receipt of the Mayor's response to submit the grievance to arbitration. Arbitration shall proceed in the following manner:
1. The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Upon receipt of such list, each party

shall strike a name from the list until there is one name remaining. The party requesting arbitration shall strike the first name. The person remaining shall be the arbitrator. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for hearing, subject to the availability of the Employer and Union representatives.

2. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The parties may agree to waive this requirement.
3. The decision of the arbitrator shall be final and binding upon the parties concerned in the grievance.
4. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Employer and the Union provided, however, that each party shall be responsible for compensating its own representatives and witnesses.
5. The arbitrator may interpret the Agreement but shall have no right to ignore, add to, take from, or modify any of the provisions of this Agreement.

#### **Section 11.4. General**

If a grievance is not presented by the employee or the Union within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the employee or the Union. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last response. If the Employer does not respond to a grievance or an appeal thereof within the specified time limits, the grievance is deemed to be denied and may be appealed to the next step.

### **ARTICLE 12 - LABOR-MANAGEMENT CONFERENCES**

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held when mutually agreed to in advance between Union representatives and representatives of the Employer's Police Department. Such meetings may be requested at least seven 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 mutually agreed to before being held and the purpose of any such meeting shall be limited to:

- (a) Discussion on the implementation and the general administration of this Agreement.
- (b) A sharing of general information of interest to the parties.

- (c) Notifying the Union of changes in non-bargaining conditions of employment, which may affect employees.

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 considered a "Labor-Management Conference", nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such conferences. Attendance at such meetings shall be limited to members of the Jacksonville Police Department.

When absence from work is required to attend "Labor-Management Conferences", Union members shall, before leaving their work station, give reasonable notice to and receive approval from their supervisor in order to remain in pay status.

All time off mentioned in this Article shall be subject to the approval of the Chief or his designee.

### **ARTICLE 13 - LAYOFF**

In the event of a layoff of officers covered by this Agreement, the Employer agrees not to hire civilian personnel to perform the duties that only a peace officer can perform. A peace officer shall be defined to mean any person who, by virtue of their office, is vested by law with a duty to maintain public order and make arrests for offenses.

All layoffs shall be conducted in accordance with Illinois law as set forth in 65 ILCS 5/10-2.1-18.

### **ARTICLE 14 - EMPLOYEE SECURITY**

#### **Section 14.1. Just Cause Standard**

Except as provided otherwise in this Agreement, no officer covered by this Agreement shall be suspended, relieved from duty or disciplined in any manner without suspicion of just cause.

#### **Section 14.2. File Inspection**

The Employer's personnel files and disciplinary history files relating to any officer shall be open and available for inspection by the affected officer during regular business hours. Such files shall be made available for inspection upon written request within seven (7) working days after the request is made. Files, documents and records may not be removed from the Municipal Building and shall be examined at a location set by the Employer. An officer may obtain a copy of documents from such files by making a request to the Employer, who will then copy the designated documents for a fee which shall cover the cost of duplication. In addition, an officer who is involved in a pending grievance may designate in writing a representative of the Union to inspect his personnel and disciplining history files. If an officer disagrees with any information contained in files subject to inspection, he may ask the Employer to correct the information; if the Employer does not agree to the employee's request, he may submit a written statement explaining his position, which shall be included in the file. If either the Employer or an employee knowingly

places false information in the personnel files, they shall have recourse to legal remedy for the removal of same under the Employee Access to Personnel Records Act, P.A. 85-1393, effective September 2, 1988.

Any information which was not included in the personnel files but should have been shall not be used by the Employer in a judicial or quasi-judicial proceeding. However, information which, in the opinion of the judge in a judicial proceeding or the hearing officer in a quasi-judicial proceeding, was not intentionally excluded from the personnel file may be used by the Employer in the proceeding if the officer agrees or has been given reasonable time to review the information. Material which should have been included in the personnel record shall be used at the request of the officer.

## **ARTICLE 15 - HOURS AND OVERTIME**

### **Section 15.1. Work Day and Work Period**

1. The regular work period shall consist of 84 hours in a two-week period.
2. The regular pay for the 84-hour work period shall be determined by 84 hours at the straight time rate.
3. Overtime shall be based on any hours worked in excess of the regularly scheduled work day or any time worked outside the regularly scheduled hours, subject to the provisions of Article 15 of the Collective Bargaining Agreement.
4. Benefit time (according to the terms in Article 25 Section 25.1, Article 27 and Article 32) and disciplinary time shall be defined as a 12-hour working day for those officers working a twelve (12) hour schedule.
5. Patrol Division assignments shall be divided between a day shift and a night shift. Each shift shall be divided into two squads. Officers shall work a 12-hour work day.
6. Employees assigned to specialty assignments (included but not limited to: detective and SRO) shall be required to work 84 hours per work period, 42 hours per week with a work schedule as approved per the Union and the Employer. Employee's work days shall consist of four (4), eight (8 ½) hour shifts and one (1), eight (8) hour shift in a work week. Officers in a specialty assignment shall only be required to use a working day equivalent of benefit time to take a day off. Disciplinary time for officers in specialty assignments shall be defined as a working day equivalent as well.
7. The officers shall work fixed shifts and shall bid for the available positions according to the terms of Article 17, Section 17.5.
8. The Department reserves the right to change officer's schedules based on operational needs.

9. Each officer shall be allowed a forty-five (45) minute meal period per tour of duty. This meal period shall be considered out of service time during which the officer will be subject only to priority calls. Officers will be allowed to take periodic coffee breaks as long as they are not out of service and properly perform their assignments.
10. The Employer may terminate the 12-hour shift and revert back to the former 8-hour shift for employees. The shift change will occur when the Employer determines that it is more efficient and/or economical to run the Department on 8-hour shifts as opposed to 12-hour shifts. In no event shall the shifts be changed for retaliation against officer conduct. The parties recognize that it is an important managerial prerogative to be able to change shift schedules. When viewing the Employer's need to change schedules, the parties will look at any costs savings for overtime or gross departmental compensation. When viewing the change for efficiency, the parties will review the ability of the Employer to manage their shifts more efficiently, cover the shifts with the personnel available, and the overall need for the Department to make the shift change. The shift change shall not be one that is arbitrary and capricious. The Employer and Union will bargain over the impact of any shift change schedule.

#### **Section 15.2. Overtime Payment**

All time worked in excess of the hours required of an employee by reason of the employee's regular work day, whether of an emergency nature or of a non-emergency nature, shall receive one and one-half (1 ½) times their actual hourly rate of pay. Hours worked in this section and in Section 15.1 above include all hours in a pay status.

The officer, at his choice, may elect to receive compensatory time off in lieu of overtime payment which shall be granted at the time and one-half rate, subject to the comp-time cap.

In such situations, compensatory time shall be granted at such times and in such blocks as are mutually agreed upon between the involved officer and the Chief or his designated representative; permission to utilize compensatory time off shall not be unreasonably denied by the Chief or his designated representative if operating requirements will not be adversely affected. Officers will be allowed to bank compensatory time to a total of sixty (60) hours. Any officer who has more than 60 hours of compensatory time as of January 1<sup>st</sup>, 2023, shall be allowed to maintain such time in his bank until that amount goes below 60 hours at which point the cap will take effect.

The annual work year shall consist of 2080 hours. The hourly salary established in Article 24 is the annual salary divided by 2080 hours.

Compensation shall not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

#### **Section 15.3. Call Back/Court-time**

Call-back and court-time are defined as an official assignment of work, which does not continuously precede or follow an officer's regularly scheduled working hours. Officers reporting

back to the Employer's premises, to the assigned location of the call-back or to court, shall be compensated for three (3) hours at the overtime rate or be compensated for the actual time worked, whichever is greater, pursuant to Section 15.2.

#### **Section 15.4. Replacement Officer**

If the shifts are at the minimum manning levels and a Command officer needs to take the day off, the Command officer may do so as long as the following conditions are met:

- 1) the Command officer finds an officer who agrees to replace him for compensatory time only; and
- 2) the replacement Command officer will not exceed the compensatory time cap; and
- 3) the Command officer taking off transfers the appropriate number of hours from his/her accumulated time banks to the replacement command officer's compensatory time bank at the time and a half rate. (i.e., 12 hours worked, 18 hours of accumulated time transferred to the other).

### **ARTICLE 16 - INDEMNIFICATION**

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

The Employer shall be responsible for, hold officers harmless from, and pay damages or monies which may be adjudged, assessed or otherwise levied against any officer covered by this Agreement, subject to the conditions set forth pursuant to 65 ILCS 5/1-4-6.

#### **Section 16.2. Legal Representation**

Police officers shall be provided 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, provided that the officer acted within the scope of his duties and cooperates fully with the Employer in investigating the matter and providing assistance for his legal representation. If the Employer believes it cannot represent the officer because the officer acted or may have acted outside the scope of his duties, the Employer shall so notify the officer when this becomes apparent and may withdraw from representation. In such instance, the officer shall secure separate legal representation, and shall be reimbursed by the Employer for the reasonable cost of such representation if it is determined and adjudged in the civil proceeding that the officer was in fact acting within the scope of his duties. Nothing herein shall limit the Employer's rights under 65 ILCS 5/1-4-6 to bring its own actions against officers who have acted outside the scope of their authority.

### **ARTICLE 17 - SENIORITY**

#### **Section 17.1. Definition of Seniority**

- a) As used herein, the term "seniority" shall refer to and be defined as the continuous length of service or employment from the last date of hire with the Police Department.
- b) In rank seniority shall be defined as seniority from date of promotion in classification.



### **Section 17.2. Vacation Scheduling**

Officers shall select the period(s) of their annual vacation on the basis of seniority. Vacation schedules may be adjusted to accommodate seasonal operations, significant revisions in organization, work assignments or the number of personnel in particular ranks. All vacation schedules are subject to approval by the Chief or his designee.

### **Section 17.3. Seniority List**

The Employer shall prepare a list setting forth the present seniority dates for all officers covered by this Agreement by date of hire and shall become effective on or after the date of execution of this Agreement.

Such list shall finally resolve all questions of seniority affecting officers covered by this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the Grievance Procedure.

### **Section 17.4. Seniority Termination**

An officer shall 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 of the applicable Agreement for a period of twenty-four (24) months; or
- (d) Retires; or
- (e) Falsifies the reason for a leave of absence, is found to be working during a leave of absence or otherwise violates any conditions imposed for a leave; or
- (f) Fails to report to work at the conclusion of an authorized leave of absence; or
- (g) Is laid off and fails to report for work within five (5) days after having been recalled; or
- (h) Is absent from work for any reason, excluding occupational illness or injury, for a continuous period in excess of eighteen (18) months.

### **Section 17.5. Shift Bidding**

The Employer shall give a minimum twenty-one (21) day notice announcing the date and time of the shift bidding process by posting a notice of the squads and staffing available on the departmental blackboard. The Employer shall not offer for bid any days off that are not available or are known to be unavailable at the time the new shifts shall be implemented. The process shall be as follows:

- (a) Officers shall be allowed to select their shifts and days off by seniority once a year. Officers shall be present on the day designated to bid shifts unless they are excused by

obtaining prior approval of the Chief or his designee to be absent. Unless otherwise approved, it shall be each officer's responsibility to be present at the day and time designated to bid shifts. Excused officers shall call the Chief or his designee concerning their selections on or during the day and time of the shift bidding process. Unexcused employees who do not attend the shift bidding process or excused officers who do not notify the Chief or his designee of their selections before or during the shift bidding process, shall not have the right to grieve the shift bidding process.

- (b) The effective dates for implementing the new shifts shall be the first Sunday in the new work period in January of each year during the term of this Agreement. By a minimum of seven (7) days' notice to the Union, the City may delay implementation of the new shifts up to thirty (30) days. On or before these dates, the bidding process will have been completed and the effected officers will have been assigned the requested shifts. In the event of conflicts in requests, seniority shall be the determining factor.
- (c) If an officer is on special assignment (e.g., The Drug Task Force, DARE etc.,) upon return to the regular patrol shift he/she shall fill the opening available as determined by the Chief until the next shift bidding occurs. If the Chief determines two (2) or more openings are available to be filled, the officer(s) shall be permitted to work in the officers preferred opening. If more than one officer is returning from a special assignment at the same time, the placement in the preferred opening shall be based on seniority.
- (d) The Employer will have the discretion to determine the number of officers on each shift, the days off for each shift, and all other discretion as granted by Article Seven (7) - Management Rights of the Collective Bargaining Agreement.
- (e) Probationary employees shall not have shift bidding available to them until the completion of their probationary period. When their probationary period has been completed, the Employer shall assign them to a shift with designated days off until the next shift bidding occurs.
- (f) Vacancy shall be defined as an opening created on a shift for an extended period that the Chief determines to fill. The vacancy filled shall include the days off of that vacancy until the next available shift bidding period.
- (g) Mid-term shift openings of more than one month shall be filled first by volunteers as long as the volunteers are from the shift designated by the Chief or his designee as the shift from where the transfer will be affected. In the event there are no volunteers, the shift shall be filled by the transfer of the least senior officer on the shift designated by the Chief
- (h) With the prior approval of the Chief, officers may trade shifts for the duration of the bidding period, but not more than once during any six-month bidding period.
- (i) Any officer who is or will be on extended leave, or for some other reason will not be working during the period for which the shift bidding is occurring, shall not be allowed to bid.

- (j) The City shall honor shift selection by seniority as described above. The City may, however, transfer employees between shifts in the event of an urgent contingency (e.g., a personality conflict), where necessary for the good of the Department, or to meet operational needs. Involuntary shift transfers shall not be arbitrary or capricious.

#### **Section 17.6. Sergeant Day Off Selection**

The sergeants shall select their days off once per year based on seniority, with the selections to be made no later than December 1<sup>st</sup> of each year. Any sergeant choosing to change their days off shall bump the sergeant with the lowest seniority, who is assigned to the days off being bid. Once the days off have been selected, they shall take effect in the second full pay period after January 1 of each year.

Any disputes between bargaining unit members shall be resolved through Labor-Management meetings and not arbitration. The Chief may approve midterm transfers for vacancies or by mutual agreement of the bargaining unit members involved.

### **ARTICLE 18 - F.O.P. REPRESENTATIVES**

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

#### **Section 18.1. Attendance at Lodge Meetings**

Subject to the need for orderly scheduling and for call-out for emergencies, the Employer agrees that two (2) of the elected officials of the Lodge (defined as the President, Vice-President, Treasurer, Secretary and Sergeant at Arms) shall be permitted reasonable time off without loss of pay (if they have been scheduled to work) for up to two hours each per month to attend general board or special meetings of the Lodge, provided that at least seven (7) days' notice of such meetings has been given to the Employer specifying the person(s) who will need to be relieved of duties pursuant to this Section. Both the Union and the Employer shall take reasonable steps to minimize any disruption of Department activities, which may result from application of this section.

#### **Section 18.2. Grievance Processing**

Reasonable time while on duty shall be permitted a Union representative from within the Department 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, provided that the representative first requests permission for such time from his supervisor or shift commander, and further provided that the representative may be required to complete other work or assignments first before engaging in such activity.

#### **Section 18.3. Union Negotiating Team**

Officers designated as being on the Union negotiating team who are scheduled to work on a day which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties provided they have notified their supervisor or shift commander

in advance. A maximum of two such representatives may be compensated at the regular rate for time spent in negotiations. If a designated team member is in regular day off status on the day of negotiations, he will not be compensated for attending the session. In the event of an emergency, the Chief reserves the right to withhold or cancel any above-mentioned time off.

#### **Section 18.4. Elected Position**

Any officer, who is elected to either a State FOP Lodge, FOP Labor Council position and other National or State Law Enforcement Organizations, shall be released to attend meetings associated with that position subject to the approval of the Police Chief or his designee which shall not be unreasonably denied. If it creates an operational need, a trade day may be utilized.

### **ARTICLE 19 - SAFETY ISSUES**

#### **Section 19.1. Safety Committee**

The Chief shall appoint designee(s) to represent him in meeting with the Union Safety Committee to discuss safety issues.

The designee(s) shall meet when agreed upon with the Union Safety Committee to discuss safety issues which will be submitted in writing by the Union.

Any report or recommendation which may be prepared by the Union or designee(s) as a result of these meetings will be in writing and copies submitted to the Chief and the President of the Union.

#### **Section 19.2. Disabling Defects**

No officer shall be required to use any equipment that has been designated by the Employer as being defective because of a disabling condition unless the disabling condition has been corrected.

When an assigned department vehicle is found to have disabling defect(s) or is in violation of the law, the officer will notify his supervisor, complete required reports, and follow the supervisor's direction relative to requesting repairs, replacements or the continued operation of said vehicle.

### **ARTICLE 20 - BULLETIN BOARDS**

The Employer shall provide the Union with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available, upon which the Union may post its notices.

### **ARTICLE 21 - TRAINING**

#### **Section 21.1. General Policy**

The Jacksonville Police Department is committed to the principle of training for all employees. Said training shall be provided as determined by the Chief and insofar as it does not

adversely affect and interfere with the orderly performance and continuity of police services within the Department.

The Chief or his designee shall schedule training. Officers will attend training sessions as assigned by the Chief. Officers assigned by the Chief to attend required training sessions which result in a workweek in excess of forty (40) hours shall be compensated pursuant to Section 15.2 for such hours.

This shall apply to scheduled class time only. Basic mandatory training as required by the state law shall be excluded from this provision.

#### **Section 21.2. Access**

The Chief shall generally encourage equal access to training opportunities to the extent that operational requirements of the department permit. The Union shall be given an opportunity, upon request, to offer suggestions to the Chief on ways to improve access to training opportunities.

#### **Section 21.3. Posting**

Upon receipt of a notice of an acceptable school training program, it will be posted in the Police Department, giving the officers an opportunity to volunteer. Selection will be made taking into consideration those factors deemed appropriate by the Chief acting in the best interest of the Department.

#### **Section 21.4. Personal Days for Off-duty Training time**

Each officer working the twelve (12) hour schedule shall be entitled to three working days of personal time at the time and one half (1 ½) rate, in exchange for 36 hours of mandatory annual training. The training shall be scheduled as follows:

- (a) Training shall consist of minimum blocks of four hours.
- (b) Training subject to the 36 hours in this Agreement shall be scheduled Monday-Thursday.
- (c) Training under these provisions shall be scheduled during the officers' days off subject to Paragraph (b) above.
- (d) It is the Employer's responsibility to schedule training during the year; the employee shall not be penalized if the Employer schedules less than 36 hours of training.
- (e) Failure of the employee to complete scheduled assigned training through no fault of the Employer by the end of the year will result in a reduction of benefit time for the unfulfilled training obligation.
- (f) Training benefit time shall be used during the year it accrues, or if it is not possible to schedule said training benefit time as a result of scheduling difficulties, said training benefit time may be used in the first three months of the year after which

it accrued. If not used within said time frame, all remaining training benefit time shall be paid within thirty (30) days thereafter, with said payment made at the rate the training time was earned in the prior year.

- (g) Failure to attend scheduled training without a proper excuse under this provision may lead to disciplinary action.

## **ARTICLE 22 - LEAVES OF ABSENCE**

### **Section 22.1. Compassionate Leave**

An employee shall be allowed to take off three days with pay in the event of a death in the immediate family defined to include spouse, child (including step or adopted), sister, brother, (including in-law) parent, step-parents, father-in-law, mother-in-law, daughter-in-law or son-in-law, grandparent or grandchild when the employee attends the funeral service or visitation. Time off without pay for the purpose of travel to a funeral within the family as defined herein may be granted at the Chief's discretion.

At the Chief's discretion, an employee may be granted time off to attend the funeral of an individual not defined as a member of the immediate family. The employee shall be allowed to utilize benefit time to attend the funeral if it does not create an operational need. If said attendance creates an operational need, the employee may utilize a trade day.

### **Section 22.2. Short Term Military Leave**

Any officer covered by the terms of this Agreement who is a member of a reserve force of the Armed Forces of the United States, or the State of Illinois, and who is ordered by the appropriate authorities to attend training programs or perform assigned duties shall be granted a leave of absence in compliance with all State and Federal Laws and regulations as may be amended from time to time.

### **Section 22.3. Leave of Absence**

Officers covered by the terms of this Agreement may be granted, upon written request, a leave of absence, without pay, not to exceed a period of one (1) year, after authorization from the Chief and with the approval of the City Council. Such leave may not be secured for the purpose of seeking other employment.

### **Section 22.4. Maternity Leave**

Maternity shall be treated like any other disability. An officer who is unable to perform field duties may be assigned light duty work, if available. Otherwise, an officer who is unable to work due to maternity shall be placed on medical leave of absence for the duration of the disability as determined by a physician.

### **Section 22.5. Injury Leave**

The provisions of Illinois Revised Statutes shall cover an Officer who sustains injuries arising out of and in the course of his employment. No officer will lose any benefits while injured on duty and will continue to accumulate all benefits provided by this Agreement. The Employer shall provide whatever additional disability income is necessary as set forth in Article 23. The

Employer will continue to provide insurance benefits under Article 28 for the period of the injury leave until the officer returns to work or is pensioned under state law.

Officers on injury leave may be returned to light duty, if available and if they are able to perform the work, at the discretion of the Chief provided that a signed physician's recommendation has been presented.

#### **Section 22.6. Family and Medical Leave Act Leave**

A leave of absence for reasons covered by the FMLA shall be granted in a manner provided for by the FMLA and the United States Department of Labor ("DOL") regulations and other state and federal law relating to such leaves of absence. The City shall require notification, certification and substitution of paid leave for FMLA leave as permitted by the FMLA and DOL regulations. Employees shall utilize all sick leave, vacation, holidays and comp-time towards their FMLA leave unless otherwise approved by the Employer.

### **ARTICLE 23 - DISABILITY INCOME**

Any officer covered by this Agreement who is absent from work on account of injury or illness incurred while acting in the line of duty for any period not exceeding twelve (12) months shall receive full pay and benefits for the period of absence, provided such injury or illness is certified by a designated departmental physician. The Employer shall comply with the Article by supplementing any payments made by an insurance carrier to reach the appropriate level. For the purpose of this Article and 5 ILCS 345/1, full pay and benefits shall be defined to include all pay and benefits as provided in this Agreement. It is understood that except as modified herein, all other provisions of and 5 ILCS 345/1 shall apply; moreover, it is understood that a Command officer who works while receiving benefits under this Article is subject to the penalties set forth in and 5 ILCS 345/1 of the statutes and will be subject to discipline including termination.

### **ARTICLE 24 - COMMAND WAGES**

#### **Section 24.1. Base Annual Wage**

The base annual wage rates effective during the term of this contract are as follows:

<b>Sergeants</b>		1.00%		3.00%		2.00%		2.00%	
Current		1/1/2023		1/1/2024		1/1/2025		1/1/2026	
Sgt	Det Sgt	Sgt	Det Sgt	Sgt	Det Sgt	Sgt	Det Sgt	Sgt	Det Sgt
\$37.22	\$38.53	\$37.59	\$38.92	\$38.72	\$40.08	\$39.49	\$40.88	\$40.28	\$41.70

<b>Lieutenants</b>		1.00%		3.00%		2.00%		2.00%	
Current		1/1/2023		1/1/2024		1/1/2025		1/1/2026	
Lt	Det Lt	Lt	Det Lt	Lt	Det Lt	Lt	Det Lt	Lt	Det Lt
\$40.16	\$41.48	\$40.56	\$41.89	\$41.78	\$43.15	\$42.61	\$44.01	\$43.47	\$44.89

#### **Section 24.2. Longevity Pay**

Command officers shall be eligible for longevity pay added to their base salary effective on their anniversary date (seniority date) pursuant to the following schedule:

Beginning 7th year	1%
Beginning 10th year	2%
Beginning 12 <sup>th</sup> year	2.5%
Beginning 15th year	3%
Beginning 17th year	3.5%
Beginning 19 <sup>th</sup> year	4%
Beginning 21 <sup>st</sup> year	5%
Beginning 23 <sup>rd</sup> year	6%
Beginning 26 <sup>th</sup> year	7%

#### **Section 24.3. Field Training Officer Pay**

- A. Any officer assigned to the position of field training officer shall receive two (2) hours per day of compensatory time while assigned a trainee on a twelve (12) hour shift.
- B. The FTO Coordinator shall receive four (4) hours of comp time per week and the FTO Assistant Coordinator shall receive two (2) hours of comp time (or cash compensation) per week during the training period of any new officer.

#### **Section 24.4. Instructor Pay**

Any certified instructor assigned to a four (4)-hour training session shall receive one half (1/2) hour of compensatory time. Any certified instructor assigned to an eight (8)-hour training session shall receive one (1)-hour of compensatory time.

#### **Section 24.5. Detective Assignment**

Any officer assigned at the discretion of the Chief to the detective division shall be placed on the Detective pay matrix while so assigned.

#### **Section 24.6. Acting Lieutenant Pay**

In the event a Sergeant acts as the shift commander for an excess of more than one (1) working day, he shall receive one (1) hour of comp time (or cash compensation) for each consecutive day after the first day.

#### **Section 24.7. Cell Phone**

Command officers shall be provided a city owned cell phone or a monthly cell phone stipend of twenty (\$20.00) dollars per month.

### **ARTICLE 25 - HOLIDAYS**

#### **Section 25.1. Designated Holidays**

The Employer agrees that the following days shall be considered holidays:



New Year's Day  
Martin Luther King Jr.'s Birthday  
Presidents Day  
Good Friday  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Day

#### **Section 25.2. Compensation for Holiday**

All command officers covered by this Agreement will receive time credited for the above-mentioned holidays on the anniversary date of their hire, additionally any employee who is required to work on any of the above-mentioned holidays (except Thanksgiving Day and Christmas Day) will be compensated at the regular rate of pay. Employees who are required to work on July 4<sup>th</sup>, Thanksgiving Day and Christmas Day will be compensated at time and one half (1.5X) for all hours worked.

#### **Section 25.3. Overtime on a Family Holiday**

Any command officer who works overtime on July 4<sup>th</sup>, Thanksgiving Day or Christmas Day shall receive double (2x) time their regular hourly rate for all hours worked.

#### **Section 25.4. Use of Holidays**

Time credited for holidays must be utilized in the year in which the time is credited, or said time will be lost without compensation.

### **ARTICLE 26 - MAINTENANCE ALLOWANCE**

#### **Section 26.1. Maintenance Allowance**

The maintenance allowance provided by the Employer shall be added to and be considered part of the base pay.

#### **Section 26.2. Meal Allowance**

Officers, when assigned to the third shift, and any officer, when required to work past 12:00 midnight, shall receive \$9.00 per assignment.

#### **Section 26.3. Uniforms and Equipment**

The Employer shall supply command officers with all uniforms and equipment. (Shoes or boots are excluded).

## **ARTICLE 27 - VACATIONS**

### **Section 27.1. Vacation Accrual**

All officers covered by this Agreement shall be entitled to vacation time with pay under the following schedule:

- (a) Officers who have completed one (1) full year of service shall receive five (5) working days.
- (b) Officers who have completed two (2) years of service shall receive ten (10) working days.
- (c) Officers who have completed five (5) years of service shall receive fifteen (15) working days.
- (d) Officers who have completed ten (10) years of service shall receive twenty (20) working days.

### **Section 27.2. Accrual for Consistent Employment**

It is agreed that the intent of this Article is to provide vacations to eligible employees who have been consistently employed. Consistent employment shall be construed to mean the receipt of earnings or compensation consisting of Workmen's Compensation in at least seventy-five (75%) percent of the pay periods within the year immediately preceding the employee's anniversary date.

### **Section 27.3. Benefit Loss Without Termination Notice**

No officer shall be eligible to receive any benefits under this Article if he quits or resigns from the employment of the Employer without giving two (2) weeks' notice in writing of his intention to resign.

### **Section 27.4. Vacation Carry-over/Payment**

Commencing with the employee's anniversary of hire date in 2011, vacation time shall be used during the year it accrues, or if it is not possible to schedule said vacation as a result of scheduling difficulties, said vacation leave may be used in the first three months of the year after which it accrued. If not used within said time frame, all remaining vacation time shall be paid within thirty (30) days thereafter, with said payment made at the rate the vacation time was earned in the prior year.

### **Section 27.5. Submission of Vacation Time Off Requests**

Vacation time off shall be requested in the following manner:

- (a) A request for a seven (7) day block may be submitted at any time;
- (b) A request for a block of less than seven (7) days cannot be requested for more than forty (40) days in advance;

- (c) Vacation requests shall either be granted or denied within ten (10) days of the request submission;
- (d) Time off requests can only be made for shifts currently assigned to.

#### **Section 27.6. Vacation Sell Back**

- (a) For all new hires, vacation time shall be prorated and credited on January 1, and thereafter be credited on the calendar year.
- (b) Any employee who has vacation time on the books, may sell back their accrued vacation time. If this option is selected, notice must be provided with the submission of their time sheet to receive the compensation on the following check.
- (c) Any remaining vacation time not taken by December 31, of each year will carry over to be scheduled to be taken by March 31 of each year. Any vacation time not taken by March 31 will be bought back by the city in the first paycheck in April at the hourly rate it was earned.
- (d) If an additional week is due in that calendar year, it will be credited on that January 1, i.e., anniversary date is October and you will move from two to three weeks, you will be credited with three weeks on January 1, prior to the October anniversary date.

### **ARTICLE 28 - INSURANCE**

#### **Section 28.1. Premium Payment**

The Employer shall pay 100% of the cost of the premium for officers for health insurance benefits, said benefits to be provided in such group policy for all of its employees as the Employer shall from time to time enter. Should the Employer find it necessary, due to financial reasons, to make major adjustments in benefits and coverage to the group policy applicable to all City employees, it shall give thirty (30) days prior notice to the Union before any such major adjustments are implemented. The Employer shall meet with representatives of the Union as soon as practicable to discuss the proposed adjustments and to inform the Union and its members of the proposed changes.

#### **Section 28.2. Cost Containment**

The Employer reserves the right to institute or modify cost containment measures relative to insurance coverage, which do not constitute a major adjustment in benefits and coverage and are not subject to Section 28.1. Such changes may include, but are not limited to health maintenance organizations, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

## **ARTICLE 29 - GENERAL PROVISIONS**

### **Section 29.1. Access to Records**

The Union or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of an officer whose pay is in dispute, or any other records of the officer pertaining to a specific grievance, provided that the Illinois Employee Access to Personnel Records Act shall be applicable to any such request, that the request is made in advance, and that the officer has given written consent, and further provided that said records will be made available during business hours.

### **Section 29.2. Repair and Replace**

The Employer agrees to repair or replace as necessary an officer's personal property or possessions that are damaged or broken during the course of the officer's duties subject to the approval of the Chief or his designee. Replacement of watches shall be capped at \$50.00 and non-prescription sunglasses at \$25.00. Such incidents shall be documented with the immediate supervisor.

### **Section 29.3. Inoculations and Immunizations**

The Employer agrees to pay all expenses for inoculation or immunization shots for members of an officer's family when such becomes necessary as a result of the officer's exposure to contagious diseases where said officer has been exposed to said disease in the line of duty, with a signed physician's recommendation.

### **Section 29.4. Amendments to Agreement**

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

### **Section 29.5. Residency**

Officers covered under this Agreement shall reside within Morgan County.

## **ARTICLE 30 - COMPLETE AGREEMENT**

The parties acknowledge that during the negotiations, which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement therefore constitutes the complete and entire agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and Agreements, whether written or oral, which conflict with the express terms of this Agreement. Except as may be stated in this Agreement, each party voluntarily and unqualifiedly waives the right, and each agrees that the

other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement.

### **ARTICLE 31 - 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 32 - SICK LEAVE**

#### **Section 32.1. Accrual Rate**

Officers shall earn sick leave with pay at the rate of fifteen (15) days per year. Sick leave shall be used only for non-duty related illness, injury or disability. Earned sick leave shall accumulate from year to year to a maximum of ninety (90) days. Sick leave will be credited January 1 of each year.

#### **Section 32.2. Notification of Sick Leave**

To be eligible for sick leave, notification of absence due to sickness shall be given to the Department as soon as possible, but no later than thirty (30) minutes before the start of the officer's work shift. Subsequent absence shall be reported before each work shift unless waived by the Chief or Shift Commander. Failure to properly report an illness may be considered as absence without pay and may subject an officer to discipline as well.

#### **Section 32.3. Sick Leave Verification**

The Employer may at its discretion require an officer to submit to a physician's verification of illness.

#### **Section 32.4. Sick Leave Abuse**

Abuse of sick leave is a serious matter. The Union will join the Employer in making an effort to correct abuses of sick leave, and the Employer shall have the right to ferret out abuses of sick leave with the Union assisting it in all possible ways.

#### **Section 32.5. Sick Leave Overtime**

Command officers shall be required to be called in to cover sick leave only in the event a Shift Commander is needed.

#### **Section 32.6. Compliance**

The Employer will comply with the Employee Sick Leave Act 820 ILCS 191.

### **Section 32.7 Sick Leave Donation**

Members of the Command Bargaining Unit shall be allowed, on a voluntary basis, to donate sick leave from their sick leave bank to said employees, up to a maximum donation per member of the bargaining unit of sixty (60) hours per year. Once the bargaining unit member transfers the donated sick time, it cannot be reclaimed. This donation shall be on a non-precedent setting basis.

## **ARTICLE 33 - TEMPORARY ASSIGNMENTS WITH OTHER LAW ENFORCEMENT AGENCIES**

Should an officer be assigned on a temporary basis to assist in law enforcement activities for another public jurisdiction or law enforcement task force, or to attend a training academy, the provisions of this Agreement which conflict with any rules or regulations set forth to govern such temporary assignment shall not be applicable. All other provisions of this Agreement shall remain in effect for that officer for the duration of the assignment.

## **ARTICLE 34 - EMPLOYEE TESTING AND SUBSTANCE ABUSE**

### **Section 34.1. Policy**

It is the policy of the City that the public has the reasonable right to expect its patrol officers to be free from the effects of drugs and alcohol. It is also the policy of the City to provide a safe work environment and to protect the public by ensuring that Command officers have the integrity, physical stamina, and emotional stability to perform police duties. The City, as the Employer, therefore, has the right to expect its employees to report for work fit and able for duty, and to refrain from any conduct involving the abuse of substances and any other illegal conduct. The purposes of this policy shall be achieved in such manner as not to violate any established rights of the Command officers.

### **Section 34.2. Prohibitions**

Command officers shall be prohibited from:

- (a) consuming or possessing alcohol (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) possessing, using, consuming, transferring, selling, purchasing or delivering any illegal drug at any time unless authorized by a supervisor or within the scope of duties;
- (c) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking;
- (d) reporting for duty or working while under the influence of alcohol or an illegal drug; and
- (e) abuse of prescribed control substances (i.e., use of prescribed drugs in a manner inconsistent with physician approval).

### **Section 34.3. Testing**

Where the City has reasonable suspicion to believe that a Command officer is then under the influence of alcohol or illegal drugs or has otherwise violated the prohibitions of Section 34.2, the City shall have the right to require the officer to submit to alcohol and/or drug testing as set forth in this Agreement. At least one supervisor who is not a member of the Command officer bargaining unit represented by the Union must certify their 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 below. The foregoing shall not limit the right of the City to conduct such tests as it may deem appropriate for promotions or for persons seeking employment as police officers prior to their date of hire. For the purpose of this Agreement, "under the influence" shall mean blood alcohol level equal to or exceeding the level specified in Section 34.5(i) and/or conduct reasonably demonstrating impairment; with regard to drugs and substances of abuse, this term shall mean the presence in the body urine or blood of any illegal drug or substance of abuse as defined above, and/or conduct reasonably demonstrating impairment.

### **Section 34.4. Order to Submit to Testing**

At the time a Command 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 objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The officer shall be permitted a reasonable opportunity to consult with a representative of the FOP at the time the order is given.

However, the testing process shall not be delayed to provide the assistance of an FOP representative who is not immediately available. Refusal to submit to such testing or to submit in a timely manner may subject the employee to discipline including discharge, 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 34.5. Tests to be Conducted**

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

- (a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA) or Substance Abuse and Mental Health Services Administration (SAMHSA);
- (b) ensure that the laboratory or facility selected conforms to all SAMHSA or NIDA standards;
- (c) ensure that the laboratory follows a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result. No officer covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- (d) 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;

- (e) collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration.
- (f) confirm any sample that tests positive in the initial screening for drugs by testing the second sample by gas chromatography mass spectrometry (gcms) or any equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- (g) provide the officer tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the officer's own choosing, at the officer's own expense; provided the officer notifies the Chief within seventy-two (72) hours of receiving the results of the tests;
- (h) 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 that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understandings expressed herein (i.e. 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;
- (i) require that with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, the use of a breathalyzer is allowed as long as the test is administered on a certified breathalyzer machine by a certified operator who is not employed by the City of Jacksonville after a twenty (20) minute observation period, and the test results showing an alcohol concentration of .02 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive;
- (j) provide each officer tested with a copy of all information and reports received by the City in connection with the testing and the results;
- (k) ensure that no officer is the subject of any adverse employment action except temporary reassignment or relief from duty with pay only during the pendency of any testing procedure, and only until such time as test results are available and any additional action, including discipline, may be taken. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

#### **Section 34.6. Right to Contest**

A Command officer, with or without the FOP, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement provided however that disciplinary matters vested in the Board of Fire and Police Commissioners shall be exclusively reserved to the Board. Such grievances shall be commenced at Step 2 of the Grievance Procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that officers may have with regard to such



testing. Officers retain any such right as may exist and may pursue the same in their own discretion, with or without the assistance of the FOP.

#### **Section 34.7. Discipline**

(a) In the event a patrol officer violates the prohibition against the possession or sale of any illegal drug (Section 34.2(b)), or is found to be consuming or possessing alcohol while on duty (Section 34.2(a)), unless authorized by a supervisor or within the scope of duties, or in the first instance that a patrol officer tests positive on both the initial and the confirmatory test for illegal drugs, he shall be terminated.

(b) In situations other than those set forth in (a) above, the first instance that a patrol officer tests positive on both the initial and the confirmatory test for prescribed drugs at non-prescribed levels or is found to be under the influence of alcohol, and all officers who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the City. The foregoing is conditioned upon:

- (1) the officer agreeing to appropriate treatment as determined by an Illinois Licensed Substance Abuse Evaluator;
- (2) the officer discontinues his use, possession, or sale of illegal drugs or abuse of alcohol;
- (3) the officer completes the course of treatment prescribed, including the "aftercare" group for a period of up to twelve months;
- (4) the officer agrees to submit to random testing during a one-year period following the initial test.
- (5) the officer agreeing to sign all relevant Releases of Information so that the Employer may present their concerns to the Evaluator, and so that the Employer may receive the evaluation, treatment verification, aftercare plan, and discharge summary.

Officers who do not agree to or who do not act in accordance with the foregoing, or who test positive a second or subsequent time for the presence of illegal drugs or alcohol shall be terminated pursuant to applicable procedures before the Board of Police and Fire Commissioners.

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 patrol officer or whose continuance on active status would constitute a direct threat to the property or safety of others. Such officers shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence, at the officer's option, pending treatment. The foregoing shall not limit the City's right to discipline officers for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

#### **Section 34.8. Random Drug Testing**

The Chief of Police may institute random drug testing. At any time random drug testing is initiated, those officers or sworn supervisory personnel to be tested shall be chosen using random sampling methods and shall not exceed 25% of officers per year except as otherwise provided in this article. The Union has the right to have one (1) representative from the bargaining unit present at the random drawing of names. Upon completion of the testing, the names of the selected persons shall return to the pool from which the next random sampling is chosen.

Any officer assigned to the Drug Investigation Unit may be tested prior to entering such unit and may be tested at any time during his or her assignment to that unit up to three times per year. In the event an officer, who is assigned to the Drug Investigation Unit, name is selected in the general random testing pool, such test shall count towards the maximum three time per year testing. In the event the officer has already been tested three times during the year, he shall not be required to be tested again. Such officers may also be subject to drug testing prior to his or her leaving that assignment. The Chief of Police may institute random testing of other persons assigned to special units in which there is a high degree of contact with illegal drugs.

Probationary officers may be tested at any time during their probationary period, including testing prior to appointment as a full-time police officer. Nothing in this Agreement shall limit the right of the Chief of Police to conduct such tests of persons seeking employment as an officer prior to their date of hire.

Refusal to submit to drug and/or alcohol testing or proven adulteration by an officer of a sample submitted to testing may be grounds for discipline up to and including termination.

Any officer who tests positive for the presence of illegal drugs on both the preliminary and confirmatory tests may be subjected to discipline up to and including termination from the Department.

In conducting the testing authorized by this Section the City shall follow the guidelines as established in section 34.5 of this Article.

#### **Section 34.9. Officer Involved Shootings**

In the event an officer discharges their firearm causing injury or death to a person during the performance of their duties, they must submit to drug and alcohol testing to be completed as soon as practical after the officer-involved shooting, but no later than the end of their shift or tour of duty. The testing procedure shall follow the protocols as provided in this Article.

### **ARTICLE 35 - RESOLUTION OF IMPASSE**

The Parties to this Agreement shall follow the procedures set forth in Section 14 of the Illinois Public Labor Relations Act, 5 ILCS 315

## **ARTICLE 36 - CANINE OFFICER**

### **Section 36.1. Care and Maintenance**

Any officer assigned as a canine officer shall receive compensation at a rate equal to the Illinois minimum wage for 3.5 hours per week added to their base pay to cover the continued care, maintenance, and grooming of the dog. As said 3.5 hours per week will be in addition to the standard week worked by the officer, said 3.5 hours per week will be compensated pursuant to FLSA standards at time and one-half times the current minimum wage. Said amount will be adjusted annually to reflect the minimum wage then in effect.

### **Section 36.2. Kennel**

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

### **Section 36.3. Food and Medical Costs**

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

### **Section 36.4. Liability**

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

### **Section 36.5. Status Compensation**

The officer shall be compensated according to the provisions of Article 15 sections 15.3 "Call-back" for any assignments made specific for the use of the dog.

### **Section 36.6. 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 36.7. 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 36.8. Damaged Clothing**

Any clothing damaged by the dog shall be replaced.

### **Section 36.9. Dog Training Compensation**

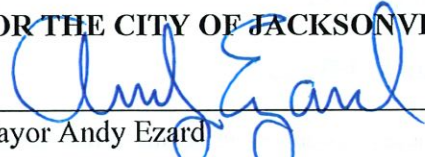
Canine officers shall be compensated per federal guidelines for training time per month at the time and one half (1-½) rate.

### **ARTICLE 37 - DURATION**

This Agreement shall be from January 1, 2023 and shall remain in full force and effect through December 31, 2026. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least sixty (60) days prior to the termination date that it desires to modify or terminate the Agreement on the termination date set forth above. Any adjustment in base wages made for the calendar year 2023 shall be retroactive to January 1, 2023.

SIGNATURE PAGE

FOR THE CITY OF JACKSONVILLE:

  
\_\_\_\_\_  
Mayor Andy Ezard

3/14/23  
Date

  
\_\_\_\_\_  
City Clerk

3-14-23  
Date

(seal)

FOR THE ILLINOIS FRATERNAL ORDER OF POLICE  
LABOR COUNCIL:

  
\_\_\_\_\_  
Jason Bryant  
Illinois Fraternal Order of Police Labor Council

3-14-23  
Date

  
\_\_\_\_\_  
Matt Martin, Labor Committee Chairman

03/14/23  
Date

  
\_\_\_\_\_  
Doug Klendworth, Labor Committee

03/14/23  
Date

  
\_\_\_\_\_  
Mark Lonergan, Labor Committee

3/14/2023  
Date

**APPENDIX A - DUES AUTHORIZATION FORM**

**Illinois Fraternal Order of Police Labor Council**

**974 Clock Tower Drive**

**Springfield, Illinois 62704**

**Jacksonville Command Officers**

I, \_\_\_\_\_ (insert your name), understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

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

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Personal E-mail: \_\_\_\_\_

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

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

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

Illinois Fraternal Order of Police Labor Council

Attn: Accounting

974 Clock Tower Drive

Springfield, Illinois 62704

(217) 698-9433

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



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

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

Lodge No. / Year / Grievance No.

---

### 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

### REFERRAL TO ARBITRATION by Illinois FOP Labor Council

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

\_\_\_\_\_  
Date

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





**APPENDIX C - SENIORITY LIST**

<b>Rank</b>	<b>Name</b>	<b>Date of Hire</b>	<b>Date of Promotion</b>
Lieutenant	Walker, Sean	10/10/1998	10/17/2010
Lieutenant	Thompson, Doug	4/20/2002	06/21/2015
Lieutenant	Martin, Matt	11/6/2004	11/15/2020
Lieutenant	Lonergan, Mark	6/24/2007	11/29/2020
Lieutenant	Haefeli, Sean	10/12/2011	6/8/2022
Sergeant	Baptist, Brian	11/13/2004	6/22/2014
Sergeant	Klendworth, Doug	7/30/2005	11/17/2019
Sergeant	Cleveland, Scott	11/11/2012	11/29/2020
Sergeant	Poeschel, Jordan	9/28/2014	6/8/2022

### **SIDE LETTER - EXAMPLES OF CAUSE**

The parties agreed to language including a probationary period for promotions within the Collective Bargaining Agreement with the terms of “cause” as a basis of demotion during the probationary period. For future clarity, some examples of cause are as follows:

These are examples that result after proper counseling for future direction:

Continues to approve substandard reports

Fails to properly lead shift, i.e. does not take charge at calls, fails to properly assign officers, and fails to provide direction to subordinates

Commits numerous policy violations and sets poor example for subordinates

Failure to properly evaluate for subordinates

Fails to properly document subordinates disciplinary actions

Conduct unbecoming both on and off duty that compromises the ability to lead

### **SIDE LETTER - RESIDENCY**

It is the understanding of the parties that with the expansion of residency from the city limits to countywide, that certain policies will issue governing such items as being picked-up for work, going home for lunch periods and so on.

At the City's option, if employees exercise the option to move outside the city limits and resides within the Jacksonville Fire Protection district, they shall be required to purchase the fire protection service as may be amended from year to year. Officers who participate in the Jacksonville Fire Protection District shall be treated the same as Jacksonville residents in regard to response for service.

## **MEMORANDUM OF UNDERSTANDING - PRIORITY VACATION BIDDING**

This Memorandum of Understanding made by and between the City of Jacksonville (hereinafter The City), and the Illinois Fraternal Order of Police Labor Council (hereinafter The Union), representing the Jacksonville Command Officers and Police officers, collectively "the parties".

**Whereas, the Parties want to clarify priority vacation bidding; and**

**Whereas, the Parties want to enter into an Agreement in regard to the procedures for priority vacation selection for the annual shift bidding period; and**

**Now Therefore the Parties agree as follows:**

- 1) After shift bidding in November of each year, employees shall bid for their priority vacation time for the following year;
- 2) The procedure can be completed by submitting the request to the shift commander;
- 3) All priority vacation requests must be maintained for the entire year in the event that manpower increases on the shift that affects a priority vacation request.
- 4) These selections need to be submitted no later than two (2) weeks after shift selection is completed;
- 5) Only priority vacation request can be submitted during these two weeks. All other time off requests for the next shift period must be submitted after the two weeks in accordance with the contract;
- 6) Priority vacations will only be considered/addressed during these two weeks;
- 7) The request can be made for either one seven (7) day block or for one fourteen (14) day block.
- 8) In the event only a seven (7) day block is selected, the second (2<sup>nd</sup>) block should be submitted and designated second choice.
- 9) Second choices will be addressed after all first choices, the shift commander has ten (10) days from the last day available to submit priority vacations to respond with either approval or denial of the time off request.
- 10) The following events shall be designated as "black-out" dates for the purpose of vacation selection, July 4<sup>th</sup>, Friday and Saturday Fair Nights, New Year's eve and

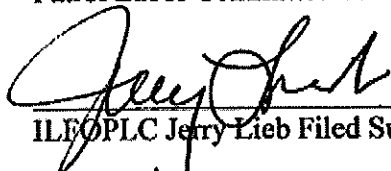
day and cruise night., Only one (1) officer shall be allowed off per shift (this includes approved priority selection). The term shift in this provision means both day and night shift.

- 11) For priority vacation time off approved per paragraph (4) above that includes "Black-out" dates, the officer is not subject to mandated overtime. In the event a priority vacation period is not requested covering any "Black-out" dates, officers may request a vacation day off per paragraph (7) above but shall still be subject to mandated overtime;
- 12) Either party may call for a labor/management conference at any time to discuss identified problems and make adjustments as necessary.
- 13) This Agreement shall be come effective upon ratification of the Parties.

**For the Union:**

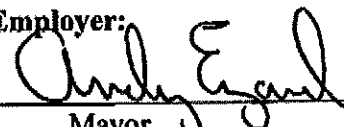
  
Command Labor Committee Chairman

  
Patrol Labor Committee Chairman

  
ILFOPLC Jerry Lieb Filed Supervisor

Dec. 11, 2015  
Date

**For the Employer:**

  
Mayor



**ILLINOIS FOP  
LABOR COUNCIL**

974 Clock Tower Drive – Springfield, IL 62704-1304  
T: 217-698-9433 F: 217-698-9487

5600 South Wolf Road, Suite 120 – Western Springs, IL 60558-2268  
T: 708-784-1010 F: 708-784-0058

W: fop.org

## **Side Letter**

### **Memorandum of Understanding Priority Vacation Shift Bidding**

To clarify subparagraph (10) of the above cited MOU entered on December 11, 2015, the term identified as “allowed off per shift”, refers to all four shifts, not just the two shifts regularly assigned to work that day.

## **MEMORANDUM OF UNDERSTANDING - RESIDENCY**

It is a mutual understanding of all parties that the City shall lift the residence requirement for all employees covered under this Agreement, and there shall be no limitations on residency. The City at its sole discretion may reinstitute the Morgan County residency requirement, subject to the foregoing:

1. The unlimited residency shall remain in effect for the term of this Agreement, and thereafter the City shall not reinstitute the Morgan County residence requirement without giving a minimum of two years written notice to the bargaining units that Morgan County residency will be reinstituted.

2. Should Morgan County residency be reinstituted, any employee covered by this Agreement residing outside Morgan County shall be "grandfathered in" and shall not be required to move into Morgan County.

3. Should Morgan County residency be reinstituted, any employee who has purchased real estate outside of Morgan County shall be allowed to move to said real estate at any time and not be in violation of the reinstituted Morgan County residency requirement.





**RESOLUTION NO. 2023-R-033**

**RESOLUTION APPROVING COLLECTIVE BARGAINING AGREEMENTS  
BETWEEN THE CITY OF JACKSONVILLE, ILLINOIS AND  
THE FRATERNAL ORDER OF POLICE LABOR COUNCIL  
FOR COMMAND OFFICERS, PATROL OFFICERS AND CIVILIAN EMPLOYEES  
OF LOCAL NO. 125**

**(Term: Retroactive to January 1, 2023 and running through December 31, 2026)**

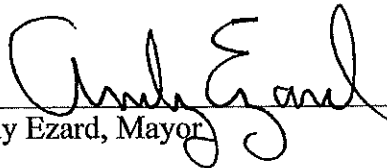
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**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF  
JACKSONVILLE, MORGAN COUNTY, ILLINOIS:**

That the Labor Agreements between the City of Jacksonville, Illinois and Fraternal Order of Police Labor Council for the Jacksonville Command Officers, Patrol Officers and Civilian Employees of Local No. 125 for the term retroactive to January 1, 2023 and running through December 31, 2026, a copy each agreement being attached hereto, is hereby approved.

**FURTHER BE IT RESOLVED** that the Mayor and City Clerk are hereby authorized and directed to execute said Agreements for and on behalf of the City of Jacksonville.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Jacksonville, Illinois this 13<sup>th</sup> day of March, 2023.

  
\_\_\_\_\_  
Andy Ezard, Mayor

ATTEST:

  
\_\_\_\_\_  
Skip Bradshaw, City Clerk

