

ILLINOIS FOP LABOR COUNCIL

and

CITY OF BENTON

Sworn Peace Officers and E911/Dispatchers

FRATERNAL
ORDER

May 1, 2021 – April 30, 2024

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

Web Address: www.fop.org

24-hour Critical Incident Hot Line: 877-IFOP911



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Section 2.3. Indemnity.

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 the Article.

Section 2.4. Bulletin Boards.

The City will make available space for the installation of a bulletin board to be provided by the Union for the Posting of official Union notices of a non-political, non-inflammatory nature. The Union will limit the posting of Union notices to such bulletin board.

ARTICLE III - NO STRIKE -NO LOCKOUT

Section 3.1. No Strike.

The grievance and arbitration procedure set forth in Article VI are the exclusive means of resolving grievances. The procedures of and before appropriate governmental administrative agencies and courts are the exclusive means of resolving a dispute of any other kind between the employee (or Union) and the City.

Accordingly, there shall not be (nor shall the Union, its agents, officers, stewards, representatives, or employees encourage, instigate, promote, sponsor, engage in or sanction) any strike (including sympathy strike), residential picketing, sit-down, stay-in, slowdown, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved "work to the rule" situation, mass resignations, mass absenteeism, or any other intentional curtailment, restriction, interruption or interference with work, operations or other activities of the City.

Section 3.2. No Lockout.

During the term of this Agreement, the City will not institute a lockout over a dispute with the Union, unless the City cannot efficiently operate in whole or in part due to a breach of Section 3.1.

Section 3.3. Union Official Responsibility.

Each employee who holds a position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. Accordingly, the Union agrees to notify all Union officers and stewards of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to abide by the provisions of this Article by remaining at work (that is, those who are employees of the City) during any interruption as outlined above. In addition, in the event of a violation of Section 3.1, the Union agrees to inform its members of their obligations under this Agreement and to encourage and direct them to return to work by all means available under its constitution, by-laws, and/or otherwise.

An employee shall not be required (except as required in the course of their public safety and law enforcement duties), however, to cross a picket line where, due to express threats and/or overt acts of mass picketing or violence, and the absence of adequate measures to ensure safety and security, the employee reasonably fears for personal bodily harm.

ARTICLE IV - NON-DISCRIMINATION

Section 4.1. Union Activity.

There shall be no discrimination, restraint or coercion by the City or by the Union against any employee because of his membership or non-membership in the Union.

Section 4.2. Equal Employment Opportunity.

Neither the City nor the Union shall discriminate in the administration of this Agreement against any employee on the basis of race, color, religion, creed, sex, national origin, citizenship, age, veteran status, or mental or physical disability unrelated to ability to perform essential job functions (all of the foregoing within the restrictions of law). Any grievance relating to an alleged violation of this provision may not proceed beyond Step 1 of the Grievance Procedure as set forth in Article VI, below. Any further recourse, if desired, shall be only through the appropriate administrative agency.

Section 4.3. Accommodation of Disabilities.

The City has full authority to implement any measures which, in its discretion, it deems necessary to comply with the Americans With Disabilities Act ("ADA") or to accommodate a disability thereunder.

Section 4.4. Gender of Terms.

Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall refer to both the masculine and feminine.

ARTICLE V - MANAGEMENT RIGHTS

Section 5.1. Management Rights Reserved.

The City reserves all the rights, powers and authority customarily exercised by management, except as may be specifically limited by the other terms of this Agreement. These management rights include, but are not limited to, the following:

- to plan, direct, control and determine all operations;
- to determine the City's objectives and policies, and to determine and set all standards of service;
- to determine what services, if any, shall be provided, and to determine what services and duties are performed and provided by employees and where they shall be performed;
- to supervise, direct and assign employees reasonably within the scope of their protective services functions;
- to establish the qualifications and conditions for employment and to select, hire, and employ employees;
- to schedule and assign work (including overtime work) and to establish, schedule and change the hours of work (including overtime), subject to the limitations in Article VII;
- to establish and enforce work and performance standards;
- to lay off or relieve employees due to lack of work or funds or for other reasons of economy and efficiency;
- to make and enforce reasonable rules and regulations;
- to promote and transfer employees, subject to other limitations, if any, in this Agreement;

- to discipline, demote, suspend and discharge employees for cause; provided, that probationary, temporary, and intermittent employees may be disciplined, demoted, suspended, and discharged without cause;

The exercise of the foregoing rights and responsibilities by the City is limited only by the specific and express terms of this Agreement. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities, and authority under any national, state, county, or local laws or regulations.

Section 5.2. Subcontracting or Assignment of Operations.

(a) Where it is practical and efficient and qualified employees are available, the City currently ascribes to the general view that it is preferable to use its own employees to perform public safety functions. No full-time police officers shall be laid off as a result of the City's exercising its right to subcontract services. At the timely request of the Union, the City will meet to discuss the decision and to negotiate the effects of such decision. The decision shall not be delayed by such discussions nor by the negotiations over the effects. If negotiations over the effects fail to result in an agreement, the Union reserves all statutory rights to resolve the impasse.

(b) In the event of a subcontract or assignment under which the subcontractor or assignee employs the individuals previously employed by the City and employs such individuals under terms substantially equivalent to those under this Agreement, then the City shall have no further duty to negotiate as to the effects of the subcontract or assignment as to such employees.

Section 5.3. Work By Supervisor.

It is fully understood that the City's supervisors are "working" supervisors and that they shall be permitted to perform any work (including work otherwise performed by employees in the bargaining unit) for the operation of the City's business and affairs consistent with the past and present practice, and provided that they are legally qualified to perform the work in question.

Section 5.4. No Waiver of Rights.

The failure of the City to exercise any right reserved or retained by it, or the exercise of any right in a particular manner, shall not be deemed a waiver of the right of the City to exercise

Section 6.10. Union Control of Grievance Procedure.

Only the Union, as the exclusive representative of the bargaining unit covered by this Agreement, shall have the right to take to arbitration any grievance which is arbitrable under this Agreement. If the Union refuses to process a grievance on behalf of an employee or if the City and the Union settle any grievance on behalf of an employee hereunder, the employee who has filed such grievance or on whose behalf it has been filed shall be bound conclusively thereby, and the Union may not revive or further process said grievance. Where the Union (or its representative) has the authority or discretion under this Agreement to act or not to act concerning a grievance or dispute, no employee or former employee shall have any right under this Agreement to complain or make a claim because of such Union action or inaction.

ARTICLE VII - HOURS OF WORK AND OVERTIME

Section 7.1. Application of Article.

This Article is intended only as a basis for calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per shift, per day or per week. Overtime and differential payments shall not be paid for time not worked, nor shall compensation be paid more than once for the same hours worked under any provision of this Article or Agreement. Overtime or differential payments shall not be pyramided or duplicated.

Section 7.2. Work Cycle and Workday.

(a) Police Department. The work cycle for bargaining unit employees in the police department shall be seven (7) days. When work is available, the normal and regular schedule shall be forty (40) hours per work cycle. Such schedule shall normally consist of a weekly schedule of four (4) ten (10) hour days followed by three (3) consecutive days off.

(b) E911/Dispatchers. When work is available, the normal and regular workweek for employees shall be forty (40) hours. Such schedule shall normally consist of eight (8) hours per day and five (5) days per week. As staffing permits, the City will consider options that permit it to adopt a work schedule consisting of ten (10) hours per day and four (4) days per week, but nothing in this Agreement shall require such schedule to be adopted or maintained.

(c) Work Schedules. The City has the discretion and right to establish and change from time-to-time the work schedules upon which the City's operations will run, including the starting and ending times for workdays or shifts, and the days off available on a work schedule. Among available work schedules within their respective departments, employees will generally be allowed to choose schedules based on departmental seniority.

(d) Work Cycle. The work cycle or workweek for payroll purposes shall normally begin on Sunday night at midnight (i.e. 12:01 a.m. Monday) and ends at midnight the following Sunday (i.e. 11:59 p.m. Sunday). Employees shall work a regular schedule with fixed days off. Shifts shall not be rotated or swung "against the clock" resulting in less than twelve hours between the end of a regularly scheduled shift and the beginning of the next scheduled shift, unless by mutual agreement.

Section 7.3. Lunch and Break Periods.

Peace officers and E911/dispatchers will be allowed to take a thirty (30) minute in-service paid lunch break every work shift. Additionally, in the absence of emergency needs E911/dispatchers will be allowed an additional paid 15 minute break period per shift; peace officers will be allowed two paid 15 minute break periods per shift. An additional meal break shall be provided, as circumstances permit, whenever an employee works an additional two hours or more consecutive to the regular shift. Due to service requirements, however, all employees must remain available for duty and in communication consistent with their functions during all lunch and break periods.

Section 7.4. Overtime Pay.

All work performed in excess of the regular work periods as scheduled in accordance with Section 7.2 above shall be paid at the rate of time and one-half of the hourly rate of pay as computed from the regular salary (i.e. hours outside the scheduled hours are paid at 150% of the regular hourly rate). Overtime pay shall be received in fifteen (15) minute increments as provided by the FLSA. Overtime pay shall be paid in the paycheck applicable to the pay period in which the overtime is worked.

Section 7.5. Assignment of Overtime.

In all cases when extra duty hours are offered, whether to cover a vacancy created by a full-time employee, or a special, emergency or other detail, such overtime shall first be offered to full-time bargaining unit members through the use of a voluntary overtime turnsheet. If volunteers are not available, the Employer may use part-time employees, or assign the overtime to the least senior officer available for this shift. If the least senior officer is unavailable, the next least senior officer shall be mandated, and continue in reverse seniority order. An officer who is mandated for a shift can only be mandated one (1) time/shift per work cycle. This shall not apply for voluntary overtime. The exception to the mandatory overtime procedure shall be call backs due to emergencies such as natural disasters and special details.

When an overtime shift occurs, the first employee on the voluntary overtime turnsheet shall be contacted by phone. If the employee is not available after six rings or refuses, his name shall go the bottom of the voluntary overtime turnsheet. In the event of a refusal or unavailability, the next employee on the voluntary overtime turnsheet shall be called. Inadvertent errors in the use of the voluntary overtime turnsheet shall not be subject to the grievance procedure. The voluntary overtime turnsheet and mandatory overtime will not apply in instances of work in progress, when specialized skills or certifications are required (i.e. breathalyzer operator, canine officer, accident reconstructionist), training, court appearances, shift changes, and department meetings.

Any employee who works voluntary overtime shall go to the bottom of the voluntary overtime turnsheet.

In scheduling overtime, the City shall attempt to provide twelve (12) hours' advance notice, where the need for overtime is known in advance and where it is otherwise practicable, to the employees concerned. Reasonable requests to be excused from overtime will be honored unless there are not enough qualified employees to perform the overtime work concerned. The City exclusively reserves the right to seek volunteers from the bargaining unit for overtime or to select specific employees for certain overtime assignments based upon the specific skills, ability and experience they may possess. Volunteers will not necessarily be solicited or selected for work in progress. Subject to the foregoing, the City will try to equalize overtime opportunities and/or-mandates among employees in a given department or work area using separate voluntary and mandatory turnsheet systems. If an employee demonstrates that he or she has not been

offered his or her share of overtime opportunities, he or she shall be given first preference for overtime among employees in his or her department or work area in the future until the imbalance is corrected. Probationary employees having successfully completed six (6) months consecutive employment shall be entitled to grieve issues arising under this subsection (7.5), notwithstanding their lack of grievance rights elsewhere in this Agreement.

Section 7.6. Shift Trading.

Employees will be permitted to trade work shifts upon advanced notice and approval of the Chief of Police or his designee. Completion of the trade will be done within 20 days of the first shift traded. No grievances shall result from the utilization of this Section.

Section 7.7. Callback Pay Premiums.

A callback is defined as a work assignment which does not immediately precede or follow an employee's regularly scheduled working hours. An employee called back to work after having left work shall receive a minimum of two (2) hours' pay at the rate of time and one-half his or her regular rate of pay.

Section 7.8. Court Time.

Employees who are required (by subpoena, or order of the Chief of Police) to be present to testify or for preparation to testify in any court proceeding in the scope of their official duties during any hours in which they were not scheduled to work and which do not immediately precede or follow scheduled hours of work shall be paid the two (2) hour callback premium set forth in Section 7.6 above.

Section 7.9. School Resource Officers

When the City of Benton and the local school district agree on assigning an officer to the position of a SRO, the following conditions and guidelines shall apply:

- a) The assignment of a full-time officer as a SRO shall be at the discretion of the employer and the school district;
- b) The typical hours of a SRO upon the commencement of the school year are eight (8) hour shifts, five (5) days a week, falling Monday through Friday;

- c) Upon conclusion of the school year and during the summer months, the SRO will be expected to return to the normal patrol schedule of four (4) ten (10) hour shifts per week;
- d) During the school year, the SRO shall be allowed to bid on offered overtime as long as an overtime time shift does not interfere with the SRO responsibilities;
- e) The SRO typically will be required to attend after-school sanctioned events and will be entitled to overtime for any hours worked over the SRO's normal eight (8) hour shift.
- f) For purposes of school holidays that are also recognized holidays in this Agreement, it is agreed that the officer will not be required to work the holiday in patrol unless the Chief of Police believes a bonafide need exists requiring the SRO work patrol on a holiday;
- g) For school holidays not recognized as a holiday under this Agreement and any extended school break sessions (i.e. winter break, spring break, etc.), the SRO may elect to utilize benefit time off or work patrol on those days (at either an eight (8) hour or ten (10) hour shift at the discretion of the Chief of Police). The SRO will share the school schedule with the Chief of Police in reasonable advance notice to allow the SRO and the Chief to discuss shift scheduling for these holidays and breaks. SRO requests to utilize benefit time during the times referenced in this paragraph shall not be unreasonably denied;
- h) The SRO will continue to accrue all benefit time and enjoy other contractual benefits as afforded under this Agreement;
- i) The City and the Union both agree to meet before the start each school year, at the request of either party, to discuss any issues pertaining to the SRO assignment/program.

ARTICLE VIII - WAGES

Section 8.1. Wage Schedule.

Employees covered by this Agreement shall be compensated beginning on the date of the execution of this Agreement in accordance with the wages set forth on the wage schedule attached hereto and incorporated herein as Appendix A.

Effective May 1, 2021, and retroactively paid on all compensated hours: Increase base hourly wage rates for all employees by two percent (2%).

Effective May 1, 2022: Increase base hourly wage rates for all employees by two percent (2%).

Effective May 1, 2023: Increase base hourly wage rates for all employees by two percent (2%).

Section 8.2. Pay Procedures.

Employees shall be paid on a bi-weekly basis. If the regularly scheduled day of pay is a holiday, employees shall be paid on the working day that immediately precedes that day.

Section 8.3. Benefits Accrued Statements.

The City, as part of the employees' bi-weekly pay, will provide a statement of all paid time off accrued with a counterpart statement provided to the respective Chiefs. This shall include voluntary pre-tax payroll deductions for retirement plans approved for such deductions by the IRS.

Section 8.4. Shift Differential.

Peace officers and E911/dispatchers will receive a shift differential of ten cents (\$0.10) per hour for second shift and fifteen cents (\$0.15) per hour for third shift.

Section 8.5. Time Change.

Employees scheduled to work during the spring time change to Daylight Savings Time will not lose any compensation by virtue of the "lost" hour (i.e. they will be paid as if they worked the full number of hours normally required by the shift). Employees scheduled to work during the autumn time change back to Standard Time will be paid an extra hour of compensation (at straight or overtime rates, as appropriate) for the additional hour worked as a result of the "doubled" hour.

Section 8.6. Training Time.

Where the City mandates training for an employee, the City will pay for such training and treat such time as time worked for compensation purposes. If an employee requests additional work-related training, the Chief may in his discretion approve or disapprove such requests, or approve subject to any conditions (including payment of costs or treatment as time worked or not worked). Consistent with the City's operational goals and priorities, the City agrees to attempt to equalize approval of requests for training opportunities over a reasonable period of time and subject to its budgetary limitations.

Section 8.7. Acting Chief Pay.

Where the Police Chief, in his discretion, appoints a peace officer to serve as Acting Chief for a period of at least one full shift (i.e. 10 hours in the Police Department), the individual will receive a ten percent (10%) premium for all hours worked in such Acting Chief capacity. The decision to appoint an Acting Chief and who shall serve in that capacity is within the discretion of the Chief (as well as the Commissioner for Public Safety).

Section 8.8. Longevity Increases.

The following longevity increase shall be made to each employee according to the following years of service and rates:

Years 2 and 3	0%
Years 4 through 6	4½%
Years 7 through 9	7%
Years 10 through 12	8½%
Years 13 through 15	10%
Years 16 through 17	11½%
Years 18 through 19	13%
Years 20 through 24	14½%
Over 25 Years	16%

ARTICLE IX - SENIORITY: LAYOFF AND RECALL

Section 9.1. Definition of Seniority.

Seniority shall consist of an employee's length of continuous employment by the City in a department and in a position covered by this Agreement since his last date of hire (i.e. the day of actual work). Seniority shall accumulate during all authorized paid leaves of absence. Seniority shall not accumulate during disciplinary suspensions, unauthorized absences, layoffs (except as provided in Section 9.9), or from the first day of an authorized unpaid leave of absence of more than thirty (30) calendar days.

Seniority rights created by this Agreement exist to the extent expressed in the Agreement. Seniority shall not establish any right to the continuation of any work by the City, nor to the continuation of any job classification or arrangement of duties within a classification, but serves as a qualification for benefits as expressly provided for in this Agreement.

Section 9.2. Probationary Period.

All new employees and those hired after loss of seniority (as defined by Section 9.8) shall be considered probationary employees until they have completed a probationary period equivalent to one (1) year. Days worked as a temporary, casual, or intermittent employee, or as an independent contractor, will not be counted toward satisfaction of the probationary period. Time absent from duty or not served for any reason shall not apply toward satisfaction of the probationary period or any extension thereof. Probationary employees shall have no recourse to the grievance or arbitration procedure of the Agreement, except as set forth in Section 7.5. Further, there shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his last date of hire.

Section 9.3. Part-Time, Temporary, and Intermittent Employees.

The City has the right to hire part-time, temporary, and intermittent employees to the extent permitted by law. "Part-time" employees are those who are regularly scheduled to work at least 20 hours per week but less than 35 hours per week for at least 40 weeks of the year. Such "part time" employees shall receive wages as set forth in the Agreement, as well as other benefits

vacation schedule shall be returned to the employees for re-selection, with the objective of posting an approved vacation schedule on or before March 1. After the approved vacation schedule has been posted, employees can reschedule or trade previously scheduled vacation days only with approval of the City.

(c) Any remaining vacation days not selected pursuant to the seniority selection process may be scheduled on a first-come, first-served basis.

(d) Vacation requests are subject to approval by the Police Chief. In that regard, reasonable notice of such vacation requests should be made if the employee expects such requests to be approved.

Section 11.5. Vacation Carryover.

Employees will continue to accumulate vacation allowances for as long as they meet the eligibility requirements set forth in Section 11.2. However, when an employee has reached a total accumulation of four (4) weeks, he or she will be required to meet with the Chief to schedule the use of at least two (2) weeks of accumulated time so as to reduce the overall balance of time on the books unless mutually agreed in writing by employee and respective Chief and Commissioner to extend the vacation carryover date to a date certain, rather than an indeterminate date, for the mutual benefit of the employee and the department. Upon the mutual agreement of the employee, the Chief, and the Commissioner, accumulated unused vacation time up to a maximum of one-half the allowances an employee will earn in a year may be sold back to the City at the employee's regular rate of pay, unless otherwise mutually agreed in writing among employees, Chief and Commissioner to sell back in excess of the one-half allowance. The City shall issue said compensation to the employee within twenty-one (21) days following the approval of the employee's request to sell back excess time.

Section 11.6. Personal Leave Days.

Each post-probationary employee shall receive personal leave days in accordance with the following schedule: At the discretion of the Chief, a probationary employee may, upon written request, borrow up to one-half (½) of their personal leave time that they will receive upon successful completion of probationary status, although the time has not formally accrued. If employment is terminated before successful completion of probationary status, the employee

Section 12.6. Terms of Insurance Policies to Govern.

The extent of coverage under any insurance policies (including HMO and self-insured plans) referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. Provided the City acts in full and good faith compliance with the obligation to make available insurance coverage and benefits under this Article, the failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the City, employee or beneficiary of any employee.

Section 12.7. Retirement Bonus

If a full time employee covered by this Agreement meets the criteria for a retirement incentive bonus referenced below, he/she shall be entitled to a retirement bonus payment of twelve thousand, five hundred dollars (\$12,500.00) for all Tier 1 employees that retire with at least 20 years of service with the City of Benton AND at least 50 years of age or older. If a full time employee covered by this Agreement meets the criteria for a retirement incentive bonus referenced below, he/she shall be entitled to a retirement bonus payment of twelve thousand, five hundred dollars (\$12,500.00) for all Tier 2 employees with at least 20 years of service with the City of Benton AND at least 55 years of age or older. This retirement bonus shall be paid in full to the retiring employee at the time of retirement.

Tier 1 Employees (Downstate Police Pension):

To be eligible to receive a retirement incentive bonus the employee must be meet the following qualifications.

1. An employee who is fifty (50) years of age with at least 20 years of service with the City of Benton.
2. Eligible to retire based on Downstate Police Pension qualifications at the time of retirement.
3. Voluntarily retires, this does not apply to any employee that resigns.

Tier 2 Employees (Downstate Police Pension):

To be eligible to receive a retirement incentive bonus the employee must be meet the following qualifications.

1. An employee who is fifty-five (55) years with at least 20 years of service with the City of Benton.
2. Eligible to retire based on Downstate Police Pension qualifications at the time of retirement.
3. Voluntarily retires, this does not apply to any employee that resigns.

All employees hired after April 30, 2021 that meet the above criteria shall be entitled to a five thousand dollar \$5,000.00 bonus payment (rather than \$12,500.00 bonus) at retirement.

ARTICLE XIII - OTHER LEAVES OF ABSENCE

Section 13.1. Discretionary Leaves.

The City may, at its discretion, grant a leave of absence at the request of an employee without pay under this Section for any bargaining unit employee for good and sufficient reason. The City shall, at its discretion, set the terms and conditions of the leave.

Section 13.2. Military Leave.

Any employee 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 to duty by the appropriate authorities shall be granted a leave of absence, compensation and retention of employment rights and benefits as provided by applicable state and federal statutes. Additionally, any employee who is a member of any reserve forces listed above shall receive concurrent paid leave to attend Active Duty Training (ADT) as well as Annual Training (AT), not to exceed thirty (30) days. Whether or not an employee pursues violations of this section through grievance or arbitration provisions of this agreement shall not restrict an employee from pursuing enforcement or other remedies afforded under federal or state law.

Section 13.3. Sick Leave.

(a) Purpose and Use of Sick Leave. Sick leave with pay is provided as a benefit in recognition that employees and members of their family suffer illness or injury from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interests or health of the employee or fellow employees to work while sick. Accordingly, sick leave may be used only when absence from work is required due to legitimate illness or injury of the employee or family member. Abuse of sick leave will be subject to discipline, up to and including discharge. For purposes of this section, family members shall be defined as those individuals covered by state law under 820 ILCS 191/10.

(b) Days Earned. All full time employees shall be granted sick leave allowances each fiscal year, to be accrued pro rata during each respective fiscal year.

Peace Officers	Eight (8) ten (10) hour days
E911/Dispatchers	Ten (10) eight (8) hour days

(c) Sick Leave Benefit Accumulation. Only regular full time employees are eligible for sick leave benefits. Benefits will accrue in any month in which an employee is paid for at least one hundred thirty-six (136) hours of work. For purposes of this provision, compensated paid time off under this Agreement (including vacation, personal days, and paid sick leave) shall count as "hours of work." (Workers' Compensation leave, use of donated leave time, or unpaid leaves, layoff, or any other unpaid absences shall not count as "hours of work"). Employees may accumulate unused sick leave up to 960 hours of sick leave time.

(d) Sick Leave Buy Back. (1) If an employee has unused sick time in excess of one hundred sixty (160) hours, he or she may elect to sell back such excess time up to a maximum of one hundred (100) hours per fiscal year, to be elected between May 1 and June 30 of each year and subject to approval by the City Council. Denial of the annual sell-back may only be made by the City Council for budgetary reasons, however, and partial approval must be given on an equal basis to all bargaining unit members. (2) An employee on layoff may elect to keep any accrued unused sick leave time in his or her bank to be frozen until time of recall. The City shall issue said compensation to the employee within twenty-one (21) days following the approval of the employee's request to sell back excess time.

(e) Reporting of Sick Leave. Any employee absence from work chargeable against sick leave shall be reported immediately to the Police Chief as soon as possible, but no later than one (1) hour before the start of the scheduled work time. When absences due to illness are in excess of four (4) consecutive days, such absence may be required to be supported by a doctor's certificate at the discretion of the Chief. As provided in Sections 13.6(c) and 14.2, an employee who is absent due to a severe accident or to surgery may be required to supply a signed doctor's release before he/she can return to work.

(f) Sick Leave Bank. Employees wishing to donate sick time to co-workers who have exhausted their own sick leave and all other benefit time, and who are suffering from a serious, life-threatening illness/injury, or who need time to care for immediate family members may do so in the manner described below.

Immediate family members is defined contractually as the employee's legal spouse, children, step-children, parents (or any person whose familial relationship was equivalent to a parent), parents-in-law, grandparents, brothers, and sisters.

Employees may be allowed to donate up to 120 hours of sick leave per fiscal year to an employee in need. These hours are to be donated in 10 hour blocks consistent with the unit's work shifts. The hours donated shall be given to the Chief of Police and Benton City Treasurer in writing. Donating employees must have at least 40 hours of sick time on the books in addition to what is being donated. Moreover, donating employees may not donate hours if they fall below the 40 hour threshold. Once the time has been reaccumulated, additional time may again be donated.

The donation will be irrevocable. The applicant must also be an FOP bargaining unit member. Applicants may be required to provide confirmation of their status (as suffering from a serious illness/injury) from their physician, but shall not be required to waive any of their privacy rights under HIPAA. Applicants may not use or exceed 1040 hours of donated time in a fiscal year.

Section 13.4. Jury Leave.

Employees covered by this Agreement who are summoned to jury duty shall receive time off without loss of pay, provided that proper notice is given to the City and the employee signs

over to the City any jury duty pay received. An employee shall notify the City as soon as practical after being summoned.

Section 13.5. Bereavement Leave.

In the event of death in the immediate family (defined as the employee's legal spouse, children, stepchildren, parents (or any person whose familial relationship was equivalent to a parent), parents-in-law, grandparents, brothers, sisters), an employee will be permitted up to three (3) consecutive workdays as bereavement leave. One workday will be granted, if necessary, for purposes of attending the funeral services of other relatives. Bereavement leave may be interrupted by the employee's normal days off.

Section 13.6. Leave for Non-Duty Related Illness, Injury or Pregnancy.

(a) An employer may not delay designating leave as FMLA leave even if the delay otherwise complies with a collective bargaining agreement, neither the employer nor the employee may decline FMLA protection for that leave. This is the case even if the employer is obligated to provide job protections and other benefits equal to or greater than those required by the FMLA. The City's FMLA policy conforms to Federal and State guidelines. It is the responsibility of the Police Chief to notify the FMLA officer of possible FMLA leave needs as well as the employees' responsibility to contact the FMLA officer and his/her chief.

(b) Before returning from leave of absence for injury, illness or pregnancy, or during such leave, the employee at the discretion of the City may be required to have a physical examination by a doctor designated and paid for by the City (to the extent not paid for by insurance) to determine the employee's capacity to perform work assigned. An unpaid leave of absence for illness, pregnancy or non-job related injury will under no circumstances be granted until an employee's entire accrued vacation leave is first exhausted.

Section 13.7. Assignment Upon Return from Leave.

(a) An employee returning from an authorized leave will have his seniority continued after the period of the leave. Where the leave is for twelve (12) weeks or less, the City will place the employee in his or her previous job. If the leave of absence has been extended and is for more than twelve (12) weeks, but the employee has a definite return date within an additional

twelve (12) weeks (i.e. twenty-four (24) weeks total), then the City will place the employee in his or her previous job. If the leave of absence has been extended and is for more than twelve (12) weeks, but the employee has no definite return date with the above limitation, the employee will be placed in his or her previous job if the job is vacant, or in the first available opening in his classification or in a lower-rated classification according to the employee's seniority, where skill and ability to perform the work without additional training is equal. An employee returned to a lower-rated classification shall be subject to recall to his former classification if an opening develops.

(b) If upon the expiration of a leave of absence, there is no work available for the employee or if the employee could or would have been laid off according to the layoff procedure set forth in Article IX, except for his leave, he shall go directly on layoff Section 13.8 Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment, except with the express written approval of the City. Employees who engage in employment elsewhere during such leave may immediately be terminated by the City.

Section 13.8. Injury Leave.

An officer who sustains injuries or illness arising out of and in the course of his employment shall be covered by the provisions of 5 ILCS 345/1, Illinois Compiled Statutes. No officer will lose any benefits while injured on duty, and will continue to accumulate all benefits provided by this Agreement. Officers on injury leave may be returned to light duty if able to perform the work, if the work is available, and placed at the discretion of the Chief.

ARTICLE XIV - GENERAL PROVISIONS

Section 14.1. Notice of Resignation.

If an employee is contemplating resignation, it should be discussed with the Police Chief at the earliest possible time. Normally an employee shall give at least three (3) weeks' notice of resignation. Employees shall not be permitted to rescind a notice of resignation.

Section 14.2. Fitness Examinations.

If there is an particular and reasonable question concerning an employee's fitness for duty, or fitness to return to duty following a layoff or leave of absence, the Commissioner and Chief may require, at the City's expense, that the employee have an examination by a qualified and licensed physician or other appropriate medical professional among a panel of at least three (3) independent professionals selected by the City within the network (or otherwise covered within the scope) of the City's health insurance plan. The Commissioner and appropriate Chief may also require all employees within each department to take a complete physical examination to ensure reasonable fitness for duty without the risk of harm to themselves or others. In the event an employee fails the physical but there is a favorable prognosis, leave shall be handled as under Sections 13.5 and 13.6.

Section 14.3. Outside Employment.

Employees shall file and keep current with the City a written record of their outside employment, including self-employment, and addresses and telephone numbers where they may be contacted if necessary. The commissioner or his or her designee may meet with individual employees to discuss ways in which outside employment may interfere with the performance of City duties or present a potential conflict of interest, as well as to discuss the manner in which such problems may be resolved, if possible.

Section 14.4. Drug and Alcohol Testing.

In order to help provide a safe work environment and to protect the public by ensuring that public safety officials have the physical stamina and emotional stability to perform their assigned duties, the Police Chief may require employees to submit to a urinalysis test and/or other appropriate test up to three times per year per employee at a time and place designated by the City. If an employee tests positive in any such random test, the employee shall be required to seek assistance and will be subject to disciplinary action up to and including discharge for refusing to do so or failing to follow the prescribed treatment plan. If the same employee tests positive a second time, the test results shall be submitted to the Police Chief for disciplinary action up to and including bringing charges seeking discharge before the Board of Fire and Police Commissioners. Drug and alcohol testing may also be required where there is reasonable

suspicion for such testing. If an employee tests positive in any such reasonable suspicion test, the employee will be subject to disciplinary action up to and including discharge.

At the time of any urinalysis test, the employee may request that a blood sample be taken at the same time so that a blood test can be performed if the employee tests positive in the urinalysis test. The City shall use only licensed clinical laboratories for such testing and shall be responsible for maintaining a proper chain of custody. Before testing, a written protocol of procedures shall be provided by the laboratory to the tested employees. If the first test results in a positive finding, a confirmatory test (GC/MS or a scientifically accurate equivalent) shall be conducted at City expense. An initial positive test result shall not be submitted to the City unless the confirmatory test result is also positive as to the same sample.

Threshold metabolite levels for prohibited substances shall be as set and changed from time to time by the Substance Abuse & Mental Health Administration or otherwise as forensically or scientifically reasonable. Upon request, the City shall provide an employee with a copy of any test results, without charge, which the City receives with respect to such employee.

A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for another confirmatory test (GC/MS or a scientifically accurate equivalent) to be conducted by a licensed clinical laboratory of the employee's choosing and at the employee's expense. Once the portion of the tested sample leaves the clinical laboratory selected by the City, the employee shall be responsible for maintaining the proper chain of custody for said portion of the tested sample, and the laboratory shall provide a written protocol of its procedures to the City.

Use, sale, purchase, delivery or possession of illegal drugs at any time and at any place (on or off the job) while employed by the City (except when authorized in the line of duty), abuse of prescribed drugs, failure to report to the Chief any known adverse side effects of medication or prescription drugs which the employee may be taking, consumption or possession of alcohol while on duty (except when authorized in the line of duty), or being under the influence of alcohol while on duty (which shall be defined as a blood alcohol level of more than .01 %), shall be cause for discipline, including termination, subject to confirmation by the Benton Board of Fire and Police Commissioners. If an employee who is off-duty and not on a previously scheduled on-call status is called back to report for work, it is incumbent on the employee to report if he or she has been drinking alcohol, how much they have been drinking,

the period of time since he or she last drank, and any other circumstances that may render them unfit for duty.

Voluntary requests for assistance with drug and/or alcohol problems (i.e. where no test has previously been given based on reasonable suspicion pursuant to the foregoing provisions) shall be held strictly confidential, and any information received by the City as a result of such a request shall not be used in any manner adverse to the employee's interests, except relief from duty or (if available) reassignment for a reasonable time to restricted duties if he or she is deemed unfit for duty in his or her current assignment. An employee voluntarily seeking assistance shall not be disciplined (except for failure to fulfill obligations under an employee assistance/treatment program), but may be subject to more extensive random testing during and for one year following successful completion of an employee assistance/treatment program. The City's obligation to pay for treatment for alcohol/substance abuse shall be limited to services provided by the City's medical insurance plan in which the employee is enrolled. An employee will be allowed to use all accrued sick leave, vacation and compensatory time off while attending a treatment program, and will be granted an unpaid leave of absence to complete such program after exhausting such paid time off. Nothing in this Section shall be construed to prevent an employee from asserting, or the City from considering, that there should be treatment in lieu of discipline in any disciplinary proceeding involving alcohol or drug use.

Post Shooting Testing: In an event an officer discharges their firearm causing injury or death to a person or persons 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. Due to the nature of shooting incidents, the affected officer(s) shall be transferred to a hospital as soon as practical after an incident to be medically evaluated and to also submit to testing.

Section 14.5. Clothing Allowance.

The City will provide an initial issue of all mandated items of clothing and equipment. Further, the City will make allowances of \$650 per year for each peace officer, \$250 per year for each part-time peace officer, and \$300 per year for each 911 /dispatcher for purposes of replacement and optional clothing and equipment. Items to be purchased shall be used exclusively in the performance of official duties, and shall be returned to the City upon the

involuntary termination or retained by employee upon voluntary termination, or retirement of the employee or otherwise accounted for. Items are to be requisitioned with the approval of the Chief, pursuant to the list in this paragraph, with copies taken to the City's designee for direct payment to the vendor. Clothing allowance amounts may be carried over from year to year with approval of the Chief. The City will absorb the cost of any new mandated item of clothing or equipment which exceeds the one-sixth of the clothing allowance in any given year. The City will pay for any current peace officer to meet the standardized lists in this paragraph, which shall also be mandatory with respect to all newly-hired peace officers. The Employer shall provide a summary of clothing allowance purchases and remaining balances to employees on a monthly basis, but failure to provide the summary shall not be subject to the grievance procedure.

Section 14.6. Bullet Proof Vests.

The City will purchase bullet proof vests for all peace officers who request a vest, and those employees who request a vest will be required to wear a vest while on duty. The vests purchased will at least meet the present specifications as per the present Illinois State Police contract, and will be replaced on the request of the employee at the time the manufacturer's warranty expires. If an employee wants a vest above the Illinois State Police specifications and cost, the employee may pay the additional cost. Each employee will be required to indicate his or her request for a vest or refusal to request a vest in writing.

Section 14.7. Residency.

Peace officers and E911/dispatchers must reside within the boundaries of Franklin County. Peace officers may take home their issued City of Benton Police Department Official Police Vehicle (OPV) within the boundaries of Franklin County.

Section 14.8. Personal Property Replacement.

Peace officers and E911/dispatchers shall be entitled to replacement of or reimbursement for any personal property destroyed when in the exercise of their official duties the said personal property is destroyed by an outside agent without negligence on behalf of the employee.

Section 14.9. Master Police Officer Pay.

Master Police Officer Pay: During their last 12 months of employment, officers who have served the City at least 19 years as a police officer shall be promoted to the rank of Master Police Officer. This promotion is intended to afford the City and the Department the opportunity to utilize the experience, training and expertise of these senior officers to the benefit of less senior officers and the Department's overall mission.

During the period of an employee's service in the rank of Master Police Officer, he or she shall assist the Department in mentoring and training less senior officers at the direction of the Chief of Police during their regular hours of work, in addition to their regular police duties. Master Police Officers shall be paid \$400 per month while serving in the rank. Such sum shall not be included when calculating severance pay, but shall be considered as salary attached to the rank of Master Police Officer for all purposes other than overtime, vacation, sick leave, etc. The City may extend the term of the Master Police Officer beyond one year, but such assignment extension shall be at the discretion of the City.

Section 14.10. Amendment.

This Agreement may be amended or modified during its term only with mutual written consent of both parties.

Section 14.11. Precedence of Agreement.

If there is any conflict between the written terms of this Agreement and the terms of any individual contract of employment or any written City policies, rules and regulations which may be in effect from time to time, the written terms of this Agreement shall be controlling.

Section 14.12. External Law.

If there is any conflict between the provisions of this Agreement and any legal obligations or affirmative action requirements imposed on the City by federal or state law, such legal obligations or affirmative action requirements thus imposed shall be controlling.

Section 14.13. Termination Effect.

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

Section 14.14. Retirement/Pensions.

Employee retirement rights shall be governed by state and federal statutes applicable at the time of retirement.

Section 14.15. Squad Car Inventory.

Each peace officer shall maintain an inventory of the squad car assigned to him/her, listing both City-owned property carried therein and personal property routinely carried therein by said peace officer. Each peace officer shall have the inventories required hereunder approved in writing as to its accuracy and completeness by either the Vehicle Maintenance Officer or the Union Steward. The inventory required hereunder shall be updated on an annual basis, although nothing shall prohibit updates more frequently as required under the circumstances or requested by the employee.

Section 14.16. Training Opportunities.

The Chief shall make a good faith effort to give non-probationary employees covered by this Agreement the opportunity to receive not less than twenty-four (24) hours of training per fiscal year. If employees are called in for training, they shall be credited with a minimum of two (2) hours of training, even if the training exercise does not last a full two (2) hours. Such training may be conducted during on-duty time and may include state-mandated and firearms training. The Chief may adjust work schedules to accommodate training needs to minimize overtime liability.

Section 14.17. Indemnification.

Section 14.17(a) Employer Responsibility.

In accordance with state law and to the extent permitted thereby the Employer shall be

responsible for, hold officers harmless from and pay damages or moneys which may be adjudged, assessed or otherwise levied against any officer covered by this Agreement. Nothing in the Article is intended to increase or diminish the City's obligations under the law.

Section 14.17(b) Legal Representation.

Officers shall have legal representation by the Employer in any civil cause of action brought against an officer resulting from or arising out of the performance of duties, whether the officer was on duty or off duty at the time of the incident. Employees shall be permitted to choose such legal counsel, subject to approval by the Employer.

Section 14.17(c) Cooperation.

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

Section 14.17(d) Applicability.

The Employer will provide the protections set forth in Section (a) and Section (b) above, so long as the officer is acting within the scope of his employment and where the officer cooperates, as defined in Section (c) with the Employer in defense of the action or actions or claims. Acts of willful misconduct are not covered by this Article.

Section 14.18. Educational Bonus Pay.

On May 1st of each year of this Agreement, eligible members shall receive bonus incentive pay for advanced educational degrees according to the following schedule:

Bachelor's Degree: \$250

Section 14.19. Parity Provision.

The City agrees that if any other bargaining unit within the City of Benton receives any increase of wages better than what has been negotiated with the employees of the police department (over the term of the contract), the members of this group (police department) shall receive the same increase on the same effective date as the other bargaining unit. Additionally, if any other bargaining unit pays less towards the deductible than what has been negotiated with

the employees of the police department, the members of this group (police department) shall pay the lesser amount toward the deductible.

Section 14.20. Firearm Certification Pay

Effective May 1, 2021, and retroactively paid on all compensated hours, all full time officers who qualify for firearm's certification shall receive annually on May 1 of each year, in addition to any other agreed upon increases in this Agreement, a one percent (1%) increase to their base pay.

ARTICLE XV - BOARD OF FIRE AND POLICE COMMISSIONERS

The parties recognize that the Board of Fire and Police Commissioners of the City of Benton 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 relating to hiring, promotion, discipline and discharge. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Board of Fire and Police Commissioners.

ARTICLE XVI - SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, is or shall at any time be contrary to or unauthorized by law, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law; provided that in such event all other provisions of this Agreement shall continue in effect.

ARTICLE XVII - ENTIRE AGREEMENT

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

The parties acknowledge that, during the negotiations which resulted in 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, and that the

understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargaining collectively with respect to any subject or matter, whether or not referred to or covered in this Agreement, including the impact or effects of the City's exercise of its rights as set forth herein on salaries, fringe benefits or terms and conditions of employment, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. It is expressly agreed that the City may unilaterally make and implement decisions consistent with the City's rights as set forth in Article V even though the exercise of such rights may involve subjects or matters not referred to or covered in this Agreement.

Nothing in this provision or Agreement, however, shall prevent either party from bringing to the attention of the other issues of mutual concern which would otherwise be mandatory subjects of bargaining and requesting to discuss those matters so as to avoid potential dispute; likewise, nothing shall prevent the parties from mutually agreeing to amend this Agreement or add terms to this Agreement, if they so mutually choose.

ARTICLE XVIII - EMPLOYEE SECURITY AND PERSONNEL FILES

Section 18.1. Just Cause Standard.

No employee covered by this Agreement shall be suspended, relieved from duty, disciplined in any manner, or separated without just cause.

Section 18.2. Personnel Files.

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

Section 18.3. Inspection.

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

- (a) Such inspection shall occur immediately following receipt of the request;
- (b) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon payment for the cost of copying;
- (c) Such inspection shall occur during daytime working hours Monday through Friday upon reasonable request;
- (d) Upon written authorization by the requesting employee, in cases where such employee has a written grievance pending, and is inspecting his file with respect to such grievance, that employee may have a representative of the Union present during such inspection and/or may designate in such written authorization that said representative may inspect his personnel file subject to the procedures contained in the Article;
- (e) Pre-employment information, such as reference reports, credit checks or information provided to the Employer with a specific request that it remain confidential, shall not be made part of the personnel file.

Section 18.4. Notification and Reply.

Employer shall give employees immediate notice when a formal, written warning or other disciplinary documentation is permanently placed in their personnel file. A copy of the written warning or disciplinary documentation shall be delivered to the employee, at which time the employee may prepare a written reply to the written warning or disciplinary documentation. The written reply shall be permanently attached to the written warning or other disciplinary documentation prior to placement in the personnel file. Upon receipt of such copy, the employee shall acknowledge such receipt by initialing and dating the original.

Section 18.5. Limitation on Use of File Material.

Written warnings or other documentation shall not be used in any manner or forum adverse to the officer's interests one (1) year after its issuance.

Section 18.6. Employee Additions to Personnel File.

An employee may submit without the necessity of supervisory approval, documents to become a permanent part of the personnel file. Such documents shall include, but not be limited

to certificates of special training, letters of commendation, documentation of accomplishment, or other material that would be favorable to the officer's interests.

ARTICLE XIX - F.O.P REPRESENTATIVES

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

Section 19.1. Attendance at Union Meetings.

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

Section 19.2. Grievance Procedure.

Reasonable time while on duty shall be permitted to Union representatives for the purpose of aiding or otherwise representing officers in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay.

Section 19.3. Convention Delegates.

Any employee(s) chosen as delegate(s) to an F.O.P. State or National Conference will, upon written application approved by the Union and submitted to the Employer with at least fourteen (14) days notice, be given a leave of absence without pay for the period of time required to attend such conference. This period of time shall not exceed one (1) week. The employee may utilize existing vacation or compensatory time in lieu of such unpaid leave, subject to scheduling requirements or emergencies of the Police Department. Such requests shall not be unreasonably denied.

Section 19.4. Union Negotiating Team.

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

ARTICLE XX - DISCIPLINE AND DISCHARGE

Discipline: Discipline in the department shall be progressive and corrective, depending upon the circumstances of each offense, and shall be in all cases based on just cause. Employees shall be afforded all of the rights set forth in the Peace Officers' Disciplinary Act, 50 ILCS 725/1, et seq., and the following:

The Employer shall have the authority to discipline employees as set forth in Illinois Compiled Statutes 65 ILCS 5/10-2.1-18, et seq., and shall afford the employees those rights set forth therein and the following:

- a. Discipline in the department shall be limited to oral reprimands, written reprimands, disciplinary suspensions, discharge, or other reasonable disciplinary procedures;
- b. Employees may elect to have their discipline cases reviewed by either the Police and Fire Commission in accordance with the above cited statute and the currently existing rules and regulations of that body, or through the grievance procedure of this Agreement;
- c. In no event shall an employee be entitled to both a hearing before the Police and Fire Commission and an arbitrator under the grievance procedure;
- d. Individual employees may file grievances concerning discipline and present them to the Employer and have them settled with the Employer without the intervention of the Union, provided, that the Union shall be notified by the Employer of any such grievance and shall be afforded the opportunity to be present at any conference concerning such grievances. Any resolution of such grievance filed by an individual employee shall be consistent with the Agreement;

e. Notwithstanding the right of individuals to file grievances and process them through Step 2 of the grievance procedure, only the Union/Labor Council shall have the right to refer grievances to arbitration;

f. Not more than twenty (20) days after receipt of the Employer's Step 2 response, the Labor Council shall have the right to refer any such discipline grievance to arbitration. If the Labor Council declines to refer the matter to arbitration, or if the employee elects on his own to request a hearing before the Police and Fire Commission concerning the discipline, the employee shall file with the Employer an election of forums for the discipline case, indicating which forum he has elected and waiving the right to seek arbitration. This choice shall be irrevocable. If the grievance is to be referred to arbitration, the notice of referral must be accompanied by a signed waiver of the employee's right to request a hearing before the Police and Fire Commission. This election shall also be irrevocable. In no event shall an employee have the right to both a hearing before the Police and Fire Commission and review by an arbitrator of the same discipline punishment.

ARTICLE XXI - BILL OF RIGHTS

If the inquiry, investigation, or interrogation of a law enforcement officer results in the recommendation of some action, such as transfer, suspension, dismissal, loss of pay, reassignment, or similar action which would be considered a punitive measure, then, before taking such action, the Employer shall follow the procedures set forth in 50 ILCS 725/1-7 of the Illinois Compiled Statutes. The law enforcement officer may be relieved of duty pending formal hearing and shall receive all ordinary pay and benefits as he would have if he were not charged. The officer shall have the right to be represented at such inquiries, investigations, or interrogations by a Union representative.

ARTICLE XXII - DURATION OF AGREEMENT


This Agreement shall be effective as May 1, 2021 and shall remain in full force and effect until 11:59 p.m. on April 30, 2024. This Agreement shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing by certified mail not later than sixty (60) days nor more than ninety (90) days prior to May 1, 2024, or prior to any subsequent annual anniversary of said date that it desires to modify this Agreement, and of the specific changes desired, or to terminate the same. Notice shall be considered to have been given as of the date shown on the postmark.


IN WITNESS WHEREOF, the parties hereunto have set their hands this _____ day of _____, 2022.


SIGNATURES


CITY OF BENTON, ILLINOIS

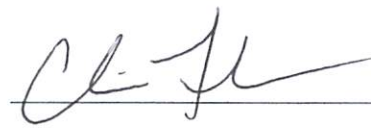
ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL











ELECTION OF FORUM

I hereby elect to waive my right to due process via a hearing before the Board of Fire and Police Commissioners of the City of Benton, Illinois, in the disciplinary matter brought against me. In doing so, I not only waive my right to due process before the Board, but I also waive my right to a pre-termination hearing. In lieu of said proceedings, I understand that I shall have my case heard and decided in accordance with the arbitration provisions contained within the Collective Bargaining Agreement between the City of Benton and the Illinois Fraternal Order of Police Labor Council effective May 1, 2021.

Officer

I hereby elect to have my disciplinary matter brought before, and heard by, the Board of Fire and Police Commissioners of the City of Benton, Illinois. I doing so, I waive my contractual rights under the arbitration provisions contained within Section 6.4 of the Collective Bargaining Agreement between the City of Benton and the Illinois Fraternal Order of Police Labor Council effective May 1, 2021

Officer

DUES AUTHORIZATION FORM

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

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 wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.)

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____
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.



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

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____

Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP FOUR RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative



APPENDIX A - WAGE RATES/LONGEVITY

Years of Service	Effective 5/1/2021		Effective 5/1/2022		Effective 5/1/2023	
	Annual	Hourly	Annual	Hourly	Annual	Hourly
0-6 mos.	\$41,647.01	\$20.02	\$42,479.95	\$20.42	\$43,329.55	\$20.83
6-12 mos.	\$44,256.58	\$21.28	\$45,141.71	\$21.70	\$46,044.54	\$22.14
12-18 mos.	\$46,844.93	\$22.52	\$47,781.83	\$22.97	\$48,737.46	\$23.43
18-24 mos.	\$49,454.50	\$23.78	\$50,443.59	\$24.25	\$51,452.46	\$24.74
3 (base)	\$52,064.06	\$25.03	\$53,105.35	\$25.53	\$54,167.45	\$26.04
4	\$54,397.82	\$26.15	\$55,485.78	\$26.68	\$56,595.50	\$27.21
7	\$55,692.00	\$26.78	\$56,805.84	\$27.31	\$57,941.96	\$27.86
10	\$56,476.99	\$27.15	\$57,606.53	\$27.70	\$58,758.66	\$28.25
13	\$57,261.98	\$27.53	\$58,407.22	\$28.08	\$59,575.37	\$28.64
16	\$58,046.98	\$27.91	\$59,207.92	\$28.47	\$60,392.07	\$29.03
18	\$58,831.97	\$28.28	\$60,008.61	\$28.85	\$61,208.78	\$29.43
20	\$59,616.96	\$28.66	\$60,809.30	\$29.24	\$62,025.49	\$29.82
25	\$60,380.74	\$29.03	\$61,588.35	\$29.61	\$62,820.12	\$30.20

Wages for bargaining unit members shall be increased as follows:

5/1/2021	2.0% increase	5/1/2022	2% increase	5/1/2023	2% increase
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Wages applied across-the-board on current steps; wage matrix does not reflect increases to base pay that some members may receive due to certifications, education, or other member specifically negotiated increases; probationary pay for full-time officers hired after the signing date of this agreement:

Starting pay:	80% of 3-year base pay
*6 months of service completed:	85% of 3-year base pay
12 months of service completed:	90% of 3-year base pay
18 months of service completed:	95% of 3-year base pay

*or upon completion of state-mandated training, whichever comes first. Employees hired after the signing date of this agreement may be placed by the City into an entry salary step above the starting pay on the basis of previous training, experience, and certifications.

Part-Time Officers - Hourly rate is established as \$3.00 per hour less than the starting pay of full-time officers

5/1/2021	\$17.02 per hour
5/1/2022	\$17.42 per hour
5/1/2023	\$17.83 per hour