

AN AGREEMENT
BY AND
BETWEEN
THE CITY OF BATAVIA
AND
THE ILLINOIS
FRATERNAL ORDER OF
POLICE (OFFICERS)
LABOR COUNCIL

JANUARY 1, 2022 through DECEMBER 31, 2024

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

TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE 1 - RECOGNITION.....	1
ARTICLE 2 - DUES DEDUCTION AND FAIR SHARE	1
ARTICLE 3 - NON-DISCRIMINATION	
1. Non-discrimination	2
2. Council Membership	2
3. Grievance Remedies.....	2
4. Use of Masculine Pronoun.....	2
5. Americans with Disability Act	3
ARTICLE 4 - MANAGEMENT RIGHTS	3
ARTICLE 5 - NO STRIKE - NO LOCK OUT	
1. No Strike.....	3
2. Council Obligations.....	3
3. No Lock Out.....	4
4. Discipline of Participants	4
5. Appeals	4
ARTICLE 6 - RESOLUTION OF IMPASSE.....	4
ARTICLE 7 - BILL OF RIGHTS	
1. Rights.....	4
2. Maintenance of Benefits	5
3. Photo and Statement Dissemination	5
4. Chemical Testing	5
ARTICLE 8 - SAFETY ISSUES.....	7
ARTICLE 9 - EMPLOYEE SECURITY	
1. Just Cause Standard.....	7
2. Personnel Files	7
3. Rights to Copies and Rebuttals.....	8
4. Destruction of Material	8
5. Requirement for Signed Internal Complaint	8
ARTICLE 10 - F.O.P. REPRESENTATIVES	
1. Grievance Processing	8
2. Council Negotiating Team.....	8
3. Council Representatives	9
ARTICLE 11 - GRIEVANCE PROCEDURE	9

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

1.	Definition	9
2.	Procedure	9
3.	Miscellaneous	11
ARTICLE 12 - LAYOFFS AND RECALL.....		12
ARTICLE 13 - INDEMNIFICATION		12
ARTICLE 14 - LABOR-MANAGEMENT CONFERENCES.....		12
ARTICLE 15 – SENIORITY		
1.	Definition	13
2.	Application of Seniority.....	13
ARTICLE 16 - BULLETIN BOARDS.....		13
ARTICLE 17 - HOURS OF WORK AND OVERTIME		
1.	Work Day and Work Week.....	14
2.	Overtime Payment.....	14
3.	Call Back.....	16
4.	Court Time.....	16
5.	Standby Time.....	16
6.	On Call Time.....	16
7.	No Pyramiding.....	17
8.	Overtime Opportunities	17
ARTICLE 18 - LEAVES OF ABSENCE		
1.	Funeral Leave.....	19
2.	General Leave.....	19
3.	Injury Leave.....	19
4.	Family Medical Leave.....	19
5.	Military Leave.....	20
6.	Parental Leave.....	20
ARTICLE 19 - WORKING OUT OF CLASSIFICATION		
1.	Officer in Charge-Patrol.....	20
1 A.	Officer in Charge-Investigations.....	20
2.	Field Training Officer.....	20
ARTICLE 21 - HOLIDAYS AND PERSONAL DAYS		
1.	Recognized Holidays.....	22
2.	Holiday Compensation.....	22
3.	Personal Days.....	23
4.	Guarantee of Equal Benefits.....	23
ARTICLE 22 - VACATION		
1.	Vacation Schedule.....	23

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

2. Vacation Selection	23	
ARTICLE 23 - DONATION OF PERSONAL & VACATION DAYS		
1. Introduction	24	
2. Application Procedure	24	
3. Review Procedure	24	
4. Application of Hardship Status	24	
5. Use of Donated Time.....	24	
ARTICLE 24 - INSURANCE		
1. Health Insurance.....	25	
2. Dental Coverage.....	26	
3. Term Life Insurance Benefit.....	27	
4. Retiree Benefits.....	27	
5. Optical Benefits	27	
6. Mammogram Benefit.....	27	
7. Section 125 and VEBA.....	27	
8. Guarantee of Equal Benefits.....	27	
ARTICLE 25 - TUITION REIMBURSEMENT		28
1. Education Incentive.....	28	
2. Tuition Reimbursement	28	
ARTICLE 26 - SICK LEAVE		
1. Sick Leave.....	29	
2. Sick Leave Utilization	29	
3. Long-Term Incentive Program	30	
ARTICLE 27 - GENERAL PROVISIONS		
1. Training.....	30	
2. Continuous Training.....	30	
3. Jury Duty.....	31	
4. Replacement of Personal Property.....	31	
5. Outside Employment	31	
6. Special Work Details.....	32	
7. Residency.....	32	
8. Roll Call Preparation Pay	33	
9. Language Proficiency Stipend	33	
10. Discipline Procedures.....	33	
11. Master Patrol Officer Appointment.....	34	
12. Emergency Closure.....	34	
ARTICLE 28 - WAGE RATES.....		35

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

ARTICLE 29 - FIRE AND POLICE COMMISSION	35
ARTICLE 30 - AUXILIARY OFFICERS.....	36
ARTICLE 31 - SAVINGS CLAUSE	36
ARTICLE 32 – DURATION.....	37
APPENDIX I - GRIEVANCE FORM.....	38
APPENDIX II - APPROVED UNIFORM/EQUIPMENT LIST FOR POLICE OFFICERS	40
APPENDIX III - SIDE LETTER REGARDING PATROL DIVISION-WIDE CHANGES IN SHIFT SCHEDULE 1-1-2018.....	42
APPENDIX IV - SIDE LETTER REGARDING VACATION SELECTION	43
APPENDIX V – CERTIFICATIONS FOR MASTER POLICE OFFICER	44
APPENDIX VI – SIDE LETTER REGARDING QUALIFIED IMMUNITY	45

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

PREAMBLE

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

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

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

ARTICLE 1 - RECOGNITION

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

The bargaining unit shall include: All full-time sworn peace officers in the rank of Patrolman, including probationary officers employed by the City of Batavia in its police department.

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

ARTICLE 2 - DUES DEDUCTION AND FAIR SHARE

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

An employee who has voluntarily agreed to join the Council but who objects to dues deductions based upon bona fide religious teachings or tenets shall pay an amount equivalent to the dues amount certified by the Council to a charitable organization agreed to by the

objecting employee and the Council.

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

ARTICLE 3 - NON-DISCRIMINATION

1. Non-discrimination

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

2. Council Membership

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

3. Grievance Remedies

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

4. Use of Masculine Pronoun

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

5. Americans with Disability Act

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

ARTICLE 4 - MANAGEMENT RIGHTS

Except as specifically limited by the express written provisions of this Agreement, the Employer retains all traditional rights to manage and direct the affairs of the Employer in

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

ARTICLE 5 - NO STRIKE - NO LOCK OUT

1. No Strike

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

2. Council Obligations

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

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

3. No Lock Out

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

4. Discipline of Participants

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

5. Appeals

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

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

ARTICLE 6 - RESOLUTION OF IMPASSE

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

ARTICLE 7 - BILL OF RIGHTS

1. Rights

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

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

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

In addition the employees shall be afforded the following rights:

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

2. Maintenance of Benefits

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

Board of Fire and Police Commission, and a decision has been rendered.

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

3. Photo and Statement Dissemination

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

4. Chemical Testing

1) Testing Permitted: Employer may require an employee to submit to urine and/or blood tests if at least one police department representative of the Employer (non-bargaining unit members) determine there is reasonable suspicion for such testing, and provides the employee with the basis for such suspicion in writing before the test is administered, or pursuant to 50 ILCS 727/1-25 (i.e. when a bargaining unit member “discharges his or her firearm, causing injury or death to a person or persons, during the performance of his or her official duties or in the line of duty”). The drug and alcohol testing must be completed as soon as practicable after the officer-involved shooting but no later than the end of the involved officer’s shift or tour of duty. Employees shall be tested for no other reason and there shall be no random testing of an employee or employees. Test results shall only be disclosed to the Command Staff of the Department, the City Administrator, the Human Resources Director or appropriate law enforcement investigating authorities unless pursuant to a court order.

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

2) Testing Procedure: The Employer shall:

A. Use only clinical laboratories licensed to perform such tests and obtain samples pursuant to the Illinois Clinical Laboratory Act;

B. Be responsible for maintaining the proper chain of custody that insures the integrity of both collection of test samples and the test procedure.

C. Assure that the taking of urine samples shall not be witnessed, unless there is reasonable suspicion to believe that the employee is tampering with the testing procedure; or if a "clean" room cannot be provided at the facility where such sample is to

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

be taken, then a medical professional of the same sex may witness the sample collection;

D. Collect sufficient sample as to provide an initial test and confirmatory test, and to set aside a reserve sample for the employee to have tested independently at a later time.

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

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

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

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

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

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

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

Any employee who is ordered to submit to testing shall have the right to contact a Council representative and/or lawyer at the time such order is given, but the exercise of this right shall not delay the test by more than 1 hour.

ARTICLE 8 - SAFETY ISSUES

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

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

ARTICLE 9 - EMPLOYEE SECURITY

1. Just Cause Standard

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

2. Personnel Files

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

Written counseling documentation will be kept at the Police Department and not be placed in an Employee's personnel file maintained by the City's Human Resources Department. This written counseling documentation older than two (2) years from the date it was issued shall not be used for purposes of progressive discipline. During this two (2) year period, it is understood that it can be used for the purposes of progressive discipline.

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

3. Rights to Copies and Rebuttals

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

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

In the event that the employee's files contain adverse material, then the employee shall be notified of the existence of said material, and shall have the right to have placed in the file a written rebuttal to the adverse material. Absent extenuating circumstances (e.g. new relevant information comes to light), the employee shall be given thirty (30) calendar days from the date of notification of the existence of said adverse material to file the rebuttal.

4. Destruction of Material

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

5. Requirement for Signed Internal Complaint

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

ARTICLE 10 - F.O.P. REPRESENTATIVES

1. Grievance Processing

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

2. Council Negotiating Team

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

3. Council Representatives

Authorized representatives of the National, State Lodge or Labor Council shall be permitted to visit the police department during working hours to talk with employees and/or Employer representatives concerning matters covered by this Agreement. Said visits shall

never be conducted in such a manner so as to cause disruption in police services or to create a burden on other shift personnel.

ARTICLE 11 - GRIEVANCE PROCEDURE

1. Definition

A grievance is defined as a dispute or difference of opinion raised by an employee or the Council against the Employer involving an alleged violation of the meaning, interpretation or application of the provisions of this Agreement. Any employee shall have the right to file a grievance on his own behalf. The Council may only file grievances when the subject matter of the grievance directly or indirectly affects the entire bargaining unit. Discipline matters shall not be subject to review under the grievance procedure. Matters of discipline shall be subject to the rules and procedures of the Board of Fire and Police Commission.

2. Procedure

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

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

Step 2. Deputy Chief. Any employee and/or Council representative, who has a grievance, shall submit the grievance in writing to his Deputy Chief, specifically indicating that it is a grievance under the terms of the Agreement. The grievance shall contain a complete statement of the facts and circumstances, the provision(s) of the Agreement alleged to have been violated, and the relief sought. The grievance shall be filed on the form attached to this Agreement and labeled Appendix I. All grievances shall be filed within twenty (20) calendar days from the date of the occurrence which gave rise to the alleged violation, or twenty (20) days from the date

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

from which the grievant should have become aware of the circumstances which led to the alleged violation. The Deputy Chief shall investigate the grievance and if he deems necessary shall offer to discuss the grievance with the grievant and/or the Council at a mutually agreed upon time. Thereafter, the Deputy Chief shall render a written response to the grievant within ten (10) days after receipt of the grievance.

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

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

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

A. The parties shall attempt to agree on an arbitrator within five (5) workdays after receipt of the notice of request for arbitration. In the event that no agreement is made the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven (7) arbitrators, all of who are members of the National Academy of Arbitrators. The Employer and the Council each have the right to reject one entire panel and request that a new panel be submitted. Thereafter the parties shall each rank the panel members in order of preference (#1 being most preferable, and so on) and shall then exchange their respective rankings. The arbitrator with the least total number value shall then be selected.

B. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question(s) of fact as to whether there has been a violation of this Agreement. The arbitrator shall be empowered to determine

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

the issue(s) raised by the grievance, and shall make a decision or award accordingly. The arbitrator shall have no authority to make a decision on any issue not submitted or raised, and shall further be without power to make any decision or award which is contrary to any applicable laws, or rules and regulations of an administrative body (other than the municipality's) that have the force and effect of law. Any decision and/or award of the arbitrator rendered in resolution of the grievance shall be final and binding upon all of the parties and employees covered by this Agreement.

C. The fees and expenses of the arbitrator and the cost of a court reporter, if any, shall be divided equally between the Employer and the Council; provided, that each party shall be responsible for the cost of their own requested transcript and the compensation of its own representatives and witnesses.

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

3. Miscellaneous

No grievance need be processed if it is not submitted within the time limits set forth in each Step. If the grievant and/or the Council fail to submit or move a grievance to the next Step, then it may be deemed as void or denied based on the Employer's last response. If the Employer fails to respond at any Step, then the grievance may be deemed to have been denied and may move to the next Step; however, the Employer must submit a written response at Steps 4 and 5. Nothing contained in the Article or Agreement shall preclude the parties from mutually extending the time limits at any Step of the grievance procedure.

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

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

ARTICLE 12 - LAYOFFS AND RECALL

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

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

ARTICLE 13 - INDEMNIFICATION

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

ARTICLE 14 - LABOR-MANAGEMENT CONFERENCES

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

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

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

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

Any final report which may be prepared by the Council or the Employer as a direct result of a labor-management conference discussion will be in writing and copies shall be submitted to the Employer and the Council. Excluded from this section are correspondences to other entities reference these conference discussions, such as a correspondence from the Chief of Police to the City Council, etc.

ARTICLE 15 - SENIORITY

1. Definition

Time in Grade/Rank seniority is defined as an employee's length of continuous full-time service in a particular rank/grade. Departmental seniority is defined as an employee's

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

length of continuous full-time service as a peace officer with the employer. Grade/Rank for employees is divided into two (2) grades/ranks, in the following order:

- Sergeant and
- Patrol Officer.

Sergeant seniority shall be determined by date of promotion. Patrol Officer seniority shall be determined by their hiring date on this department.

2. Application of Seniority

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

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

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

ARTICLE 16 - BULLETIN BOARDS

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

ARTICLE 17 - HOURS OF WORK AND OVERTIME

1. Work Day and Work Week

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

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

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

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

Employees shall be permitted to select their shifts by time in grade seniority. When practical, all assignment changes should be done at the same time as yearly shift selections. In the event that an assignment change takes place at a time different than shift selection, the employees that are changing assignments shall assume the position of the employee taking their assignment, until the next shift selection. In the event of promotion, the newly promoted shall assume the place where the vacancy was opened, until the next shift selection. Vacancies that occur as a result of an employee's separation or termination from the department shall be bid for, through time in grade seniority. New employees that are released from the field-training program shall be placed on shifts as needed until the next shift selection. Scheduling to be otherwise governed by provisions of department policy.

Monthly work schedules shall be posted three (3) months in advance and any changes in the monthly work schedule shall be preceded by reasonable notice to the employee, except in the case of emergency. Voluntary schedule adjustments are acceptable when approved and shall not be construed as hours worked for purposes of overtime compensation.

2. Overtime Payment

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

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

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

The employee, at his option, may elect to receive compensatory time due in lieu of overtime payment. Compensatory time shall be calculated at the time and one-half (1-1/2) rate and may be accumulated up to a maximum of eighty (80) hours for patrol officers, and one hundred and sixty (160) hours for officers assigned to investigations, and officers on special assignments, at any one time which may be carried from year to year. A maximum of two hundred (200) hours of comp time may be used per year. At the Police Chief's (or their designee) discretion, they can allow an exception to use above the maximum of two hundred (200) hours per year for an employee if special circumstances exist.

Requests to use comp time of more than 4 hours, must be submitted to the immediate supervisor, in writing, at least three (3) days in advance, unless special circumstances exist. If special circumstances exist, comp time may be granted with less than three (3) days' notice, with the approval of the Chief of Police or his designee.

Requests to use comp time of 4 hours or less by an officer shall follow the procedure described above if time permits. However, If the request is for 4 hours or less, and if time does not permit a three (3) day notice period, the officer requesting such time off is still expected to make a written request to his immediate supervisor during normal work hours of the supervisor as far in advance as possible. If an officer wishes to take 4 hours or less of comp time, and his normal immediate supervisor is not working, he still may do so, by requesting such time off from his on-duty Officer-in-Charge, as long as operational requirements would not be adversely affected, and he notifies his immediate supervisor after the fact in writing.

Compensatory time off shall be granted, at the employee's request, at such times and in such time logs as are mutually agreed between the employee and his supervisor with the approval of the Chief or his designee. Permission to utilize comp time shall not be unreasonably denied if operational requirements will not be adversely affected. Detectives shall be able to utilize comp time on Saturdays, when good cause is given e.g. family functions, birthdays, etc. with the understanding that the operational requirement of having detectives on duty on Saturdays shall take precedence over any requests for comp time utilization.

Requests for compensatory time shall be responded to within a reasonable period of time. When comp time off is granted, the employee shall not be required to remain on stand-by status. Compensatory time taken will be charged at the rate of one (1) hour for each one (1) hour of comp time used.

Employees assigned to the Investigation Division or special assignments may accumulate up to one hundred and sixty (160) hours of compensatory time due because of the nature of the work in such assignment. A maximum of two hundred (200) hours may be used per year. Upon the employee's reassignment, the employee must use all compensatory time due over and above the maximum allowable accrual level of eighty (80) hours within a six-month period.

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

3. Call Back

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

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

4. Court Time

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

5. Standby Time

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

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

6. On Call Time

Any time a Detective, Evidence Technician, or Accident Reconstruction Specialist is placed in an On-Call Status by the Chief of Police or his designee, he or she shall receive one and a half (1 ½) hours of straight-time pay for each day of the on-call status period. Officers who are on-call are expected to maintain themselves in a condition to respond to potential call-outs during the "on-call" period, be reachable via an agreed upon communications method, and be able to travel back to the City within a reasonable time period to respond.

7. No Pyramiding

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

8. Overtime Opportunities

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

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

- Posted Overtime: All overtime and details shall be posted in a visible spot.
- All posted overtime and details shall have the date and time posted.
- When practical, all overtime and details should be posted at 0655 hours, 1455 hours and 2255 hours, alternating when available, to ensure equal opportunities for all shifts.
- Employees shall fill available overtime and details on a first come, first- served basis.
- An employee can only sign up for one (1) posted shift, per signup sheet, for the first forty-eight (48) hours that the signup sheet is posted.
- An eight (8) hour shift can be divided into two four (4) hour shifts.
- An employee has the ability to "bump" another employee on a partially filled shift, i.e. if 8 hours are posted and only 4 hours are filled, an employee that can take the whole 8 hours can take the whole shift.
- An employee who signs up for overtime shift or detail is responsible for finding a replacement if he/she cannot make the shift and has given less than two weeks' notice.
- When a Patrol Sergeant creates overtime on the patrol schedule and, no other Sergeant is working, that overtime shall be covered with another Sergeant. When no Sergeants are available the same shift OIC will be next in line, if the same shift OIC is not available any OIC shall be next in line, if no Sergeants or OICs' are available it may be necessary to order a Sergeant to cover the overtime, this will be done in reverse order of seniority.
- When an OIC is acting in a supervisory capacity and a patrol officer creates overtime, any patrol officer may fill the shift. If no patrol officer fills the vacancy, a sergeant may fill the shift. If no sergeant is available, it may be necessary to order a patrol officer in to fill the overtime need. If a sergeant fills in for a patrol officer and no other sergeant is working, the sergeant will be in charge of the shift.
- Overtime assignments arising from the Criminal Investigations Unit do not have to be posted if only worked by Detectives or the Detective Sergeant
- The Chief or his designee does not have to post patrol overtime if the event requiring additional manpower occurs 8 hours or less from the time the Chief or his designee was made aware of the event. In those cases, the chief of police or his designee, shall, at his discretion, assign select officers.
- The Chief reserves the right to put valid and reasonable prerequisite qualifications for individuals who shall be considered for an overtime assignment and reserves the right to require productivity standards

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

and/or specific results as a condition of officers continuing to be eligible to work on a detail.

Non-Posted Overtime for Patrol Division:

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

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

Step 2: If step 1 fails to cover all the overtime, the Supervisor will then go to the voluntary call out list to fill the remaining overtime. If no patrol officer volunteers to hang over/come in early, and if the voluntary call-out list has been exhausted, a sergeant can volunteer to do the same, if no other patrol sergeant is working during that time period.

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

Schedule Adjusting is also acceptable when mutually agreed to by the effected employee(s) and the employer, example: Midnight shift officer comes in early to cover last four hours of 3/1 1 shift, the midnight shift is above shift minimums, the officer works 1 900 hrs. to 0300 hrs.

ARTICLE 18 - LEAVES OF ABSENCE

1. Funeral Leave

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

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

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

2. General Leave

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

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

3. Injury Leave

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

4. Family Medical Leave

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

5. Military Leave

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

6. Parental Leave

Employees shall receive one (1) week paid leave for the birth or adoption of a child. This leave shall commence on the date of the birth or adoption and is available during the first twelve (12) months of that event. The leave shall apply to all bargaining unit employees. This leave shall run concurrent with qualifying FMLA leave.

ARTICLE 19 - WORKING OUT OF CLASSIFICATION

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

1. Officer in Charge-Patrol

The patrol officer in charge, who acts in the senior position with the designation of 3-Sam-10 or the equivalent, shall be assigned by the Chief of Police or his designee. When a patrol officer has been designated and acts as "Officer in Charge" for an initial period of 1 to 4 hours that officer will receive one (1) hour of straight time for such an occurrence. When a patrol officer has been designated and acts as OIC for over four hours, they shall receive an additional 30 minutes of straight time for each complete 2 hours above and beyond the initial 4-hour period. Officers acting as OICs for less than 1 hour will receive 1/2 hour of straight time pay.

1A. Officer in Charge-Investigations

When an investigator works in place of the detective sergeant for a minimum of 1 hour, that investigator will receive one (1) hour straight time and shall receive two (2) hours of straight time for any occurrence wherein he works as the officer in charge for the entire day. Officers acting as OICs for less than 1 hour shall receive 1/2 hour of straight time pay.

2. Field Training Officer

Officers who are designated as Field Training Officer (FTO) shall receive compensation in the amount of one hour at their 1 and 1/2 rate of pay per day of actual training of a new officer. Officers serving as FTO for 4 hours shall receive 1/2 hour of pay at the 1 and 1/2 rate.

ARTICLE 20 - UNIFORM ALLOWANCE

The employer shall provide to new employees one (1) complete set of the required uniform apparel and basic equipment, excluding duty weapon and magazines. See list of specific items.

5	Long sleeve shirts	5	Short sleeve shirts
5	Uniform pants	1	Winter jacket
1	Spring/fall jacket with liner	1	Raincoat and hat cover
1	Five-star hat w/silver snake band	1	Winter sweater
1	Black tie	2	Name plates
1	Winter hat	26	Batavia Police Department patches
1	Orange flashlight cone	1	Wallet ID w/ID card and star
1	Hat shield	1	Set of collar insignia
2	Batavia Police patrolman badges	1	Radio holder and belt clip
1	Pepper spray and holder	1	Radio shoulder strap
1	Ticket book holder	1	Set of keys (BPD key, City lock, traffic box)
1	Reflective traffic vest	1	Riot helmet
1	Employee manual/FOP contract	1	Copy of Batavia PD Rules and Regulations

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

1	Copy of Batavia street map book	1	Copy of City Ordinances
1	Rubber glove holder	1	Ballistic vest
1	Pair of shoes or boots	1	full size duty flashlight (Streamlight or Maglite)
1	Mini-light (Stinger type)	1	Duty belt
1	Under belt	1	Key holder
4	Belt keepers	1	Handcuff case
1	Double magazine case	1	ASP impact weapon
1	Holster (Level III security)	1	Mini-light case
1	Pair of handcuffs		

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

The Employer shall furnish employees an annual uniform allowance. New employees must complete one year of employment before being eligible for the full benefit (other than the new employee benefit described above). Prior to completing one year of employment, new employees will receive a prorated amount based on the time between their start date to the next January 1st. The allowance shall be \$950. This allowance will be provided only if the employee can provide receipts and/or proofs of purchase for duty-related items for the amount requested for reimbursement. Reimbursements shall be made to employees on a quarterly basis. Employees may carry over up to 50% of previous year's allowance (if unused) for use in the following year. Appendix II illustrates the approved basic uniform and equipment list.

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

The Employer shall provide each eligible employee with National Institute of Justice-approved Level II body armor at the lesser interval of the manufacturer's recommended wear life or every five (5) years. If an employee prefers to purchase his or her own vest, the Employer shall provide the employee with a separate check in the amount up to \$900 upon proof of purchase, provided the vest purchased by the employee provides at least the level of protection provided by National Institute of Justice approved Level II body armor. If the vest exceeds \$900, the employee may use his or her uniform allowance for the difference.

ARTICLE 21 - HOLIDAYS AND PERSONAL DAYS

1. Recognized Holidays

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

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

New Year's Day	Labor Day
Dr. Martin Luther King's Birthday	Veteran's Day
Spring Holiday	Thanksgiving Day
Memorial Day	Christmas Eve
Juneteenth Day	Christmas Day
Independence Day	

2. Holiday Compensation

All employees will be granted eight (8) hours of straight time pay for each of the above stated holidays. Employees with less than nineteen (19) years of service have the option to be compensated with comp time for this compensation.

Employees who work four (4) or more hours on holidays, or work the traditional 4th of July Fireworks Detail will receive an additional four (4) hours pay for each holiday worked. Employees who are "involuntarily" held over to work on a holiday with less than twelve (12) hours' notice shall receive an additional four (4) hours of pay (in addition to the other holiday pay provisions). Officers who are held over past the end of their regularly scheduled work shift, which carries over into the next oncoming shift, will be eligible for "involuntary holiday pay" (additional four (4) hours of straight pay) if their time to complete required work is ninety (90) minutes or more. If the time is under ninety (90) minutes work, then the officer(s) will be compensated at time and one-half (1 ½) rate of pay. Employees who are on an unpaid leave of absence will not be eligible for holiday pay or overtime pay, unless otherwise required by state or federal law.

Employees on special assignments shall work holidays unless they request the holiday off. Such requests shall not be unreasonably denied. Requests for time off must be provided to their immediate supervisor at least five (5) days in advance of that holiday. In the absence of said request, said employee is presumed to be working that holiday. The Chief or his designee reserves the right to assign such employee to patrol duties on such holiday if he deems such assignment more beneficial to the department, unless doing so would compromise case integrity or the safety of the employee. Investigators with over 19 years of service must work the above listed holidays unless they request approved paid time off.

This section does not violate the equal benefits provisions of Section 4 as it applies on the date of this agreement.

3. Personal Days

Each employee shall be entitled to two (2) paid personal days off per year during

the term of this Agreement.

4. Guarantee of Equal Benefits

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

ARTICLE 22 - VACATION

1. Vacation Schedule

Effective January 1, 2022 any new hire employee will be given a pro-rated amount (based on date of hire until December 31st of that calendar year) upon 30 days of employment. On January 1st of the next year, the employee will receive their annual vacation amount as all other employees in the group do. Increases to the annual vacation amount will then follow the normal schedule. Since a new hire is receiving their vacation time upon 30 days, employees hired after January 1, 2022 will not be eligible for the separation benefit (2.2.4) listed in the employee handbook.

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

Years of Service	Vacation
After one year through five*	Two weeks (80 hours)
After five through ten	Three weeks (120 hours)
After ten through twenty	Four weeks (160 hours)
After twenty years	Five Weeks (200 hours)

*Employees hired before January 1, 2022: While two weeks of vacation is granted to employees who have served the City for one year, 1 week of said vacation shall be available for use after 6 months of employment.

Vacation days are not accruable but up to ten (10) days of vacation time may be carried over for use in the succeeding year.

2. Vacation Selection

Employees shall select their vacations according to seniority, with all vacations chosen by March 1 of each year if seniority is to apply. The vacation selection in the first round shall not exceed two (2) weeks in duration, with subsequent selections made in

successive rounds. Vacation selections made in subsequent rounds shall not be restricted to two (2) weeks in duration as long as operational considerations are met. All weeks of the calendar year shall be eligible for vacation selection, but no employee shall be granted more than one (1) weeks' vacation during the last two (2) weeks of December. No vacation time will be allowed on the day of the City's Annual Fireworks Show (normally on or near July 4), except as may be specifically authorized by the Chief in his discretion for extraordinary circumstances.

ARTICLE 23 - DONATION OF PERSONAL & VACATION DAYS

1. Introduction

Employees who are undergoing a hardship situation in their personal life such as, but not limited to, serious medical situations relating to either themselves or an immediate family member, may become eligible for donation of personal or vacation days by other employees to allow them additional paid time off.

2. Application Procedure

In order to apply for a donation, the individual must submit a request in writing to the Human Resources office for hardship status. The request should include an explanation of what the cause of the hardship is, how long it is expected to last, and any documentation of the condition deemed appropriate. The employee must be able to demonstrate that they are either out of applicable sick, vacation, and personal leave or that such leave will be imminently exhausted.

3. Review Procedure

The City Administrator or his designee will review the request and make a determination of whether or not the hardship status would be in the best interests of the organization to be granted. The City Administrator may request additional documentation of the requestor before making final determination. The City Administrator's determination of hardship status shall be final.

4. Application of Hardship Status

If hardship status is granted, it will remain in effect for four (4) months after the initial determination. An employee may request to be granted hardship status again after the initial period has expired using the same procedure described above.

Once hardship status is granted, electronic and physical postings will be made by the HR department of the name of the employee who has been granted hardship status and the opportunity to donate personal or vacation time to the employee. No mention of the specifics of the hardship will be made. Employees may only donate leave that is currently on the

books during the hardship period.

5. Use of Donated Time

Use of the donated time by the employee with hardship status shall still be Subject to Department Head approval. Hardship leave can only be used if all other applicable leave is exhausted. If a hardship period extends beyond January 1 of a given year, it will not be subject to limitations on annual rollover of benefits. However, no rollover of hardship time shall be allowed beyond the end of the hardship period. Any hardship time remaining unused at the end of the hardship period shall be distributed proportionately back to the employees who donated based on the percentage of total time donated that their donation represented. This reimbursement shall not be subject to maximum vacation and personal time accruals and roll over limits described in this Agreement.

ARTICLE 24 - INSURANCE

1. Health Insurance

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

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

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

Employer shall provide a 3-tiered premium plan.

PREMIUM COSTS

Employee contributions toward PPO health, dental and prescription insurance premiums for the period of January 1, 2022 through December 31, 2022 shall be:

Single:	\$ 63.46 per pay period
Single plus one:	\$ 146.07 per pay period
Family:	\$ 267.82 per pay period

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

Employee contributions for calendar years 2023 and 2024 shall not increase more than fifteen per cent (15%) from one plan year to the next.

MAJOR MEDICAL DEDUCTIBLE (Annual)

Major medical deductible for calendar year 2022 is as follows:

Single:	\$300.00 per year
Single plus one:	\$600.00 per year
Family:	\$900.00 per year

Increases in insurance deductibles shall not exceed five percent (5%) per years 2023 and 2024 for all levels of coverage.

CO-INSURANCE

Co-Insurance for the period beginning January 1, 2022 through December 31, 2022 shall be 90/10% for In Network, and 70/30% for Out Of Network.

Rx CO-PAYS

Rx Co-pay for 2022 shall be \$10 for Generic, \$20.00 for Brand/Formulary, and \$40.00 for Brand/Non-Formulary

Increases in RX Co-Pays shall not be more than \$5.00 per year for the years 2023 and 2024 per existing co-pay type (Generic, Brand/Formulary and Brand/Non-Formulary). If a new co-pay tier is added, it shall not be subject to this restriction.

PHYSICIAN SERVICES

The Co-pay for physician services for 2022 shall be twenty dollars (\$20.00) for each office visit. Co-pays are applied to the calendar year out-of-pocket.

Increases to the maximum co-pay for physician's services shall not increase by more than \$25.00 for the years 2023 and 2024.

EMERGENCY ROOM SERVICES

A seventy-five dollar (\$75.00) co-pay shall be required for each emergency room visit (This co-pay shall be waived if the covered plan member is admitted to the hospital).

Increases to the co-pay for emergency room visits for 2023 and 2024 shall not be more than \$25.00 per year. This co-pay shall be waived if the covered plan member is admitted to the hospital.

2. Dental Coverage

Dental coverage shall be provided for each employee. Dependent Dental coverage shall be provided to qualifying employees at the employee's expense. Coverage maximum shall be \$2,000 Preventative care is covered and is not counted toward the coverage maximum.

3. Term Life Insurance Benefit

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

4. Retiree Benefits

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

- A. The retiree must be fifty (50) years or be on either a disability or deferred pension (the minimum age requirement does not apply to individuals on disability or deferred pensions).
- B. The retiree shall be responsible for paying the entire premium.
- C. The retiree shall either pay three (3) months premium costs in advance to the City or have the monthly health premium deducted from his or her pension check.

5. Optical Benefits

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

6. Mammogram Benefit

Employees who are not receiving mammogram coverage under an existing health care plan shall be entitled to a mammogram benefit based upon the American Cancer Society's guidelines at the City's expense. Female dependents shall be allowed to participate at the city group rate for mammograms, at their own expense.

7. Section 125 and VEBA

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

8. Guarantee of Equal Benefits

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

ARTICLE 25 – EDUCATIONAL ASSISTANCE

The City of Batavia may provide educational assistance to all full-time employees who have completed one year of service. Educational Assistance benefits will be provided in accordance with the current City's approved Educational Assistance Policy.

Previous contract language still applicable in contract unless the City institutes the new City policy.

1. Education Incentive

The Employer agrees to provide employees hired prior to 1/1/1984 with an annual education bonus of \$27.00 per month for each 24 approved semester hours (or equivalent).

2. Tuition Reimbursement

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

Preliminary Approval of Tuition Reimbursement

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

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

Reimbursement Schedule

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

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

Termination Payback

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

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

ARTICLE 26 - SICK LEAVE

1. Sick Leave

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

2. Sick Leave Utilization

Employees may use sick time to continue regular pay during unavoidable absences from work due to sickness or accident, or for medical or dental appointments, which could not be otherwise scheduled. In addition, sick leave may be used for a maximum of six (6) days per year, upon approval of a department head, for the following reasons: the illness, injury or medical appointment of the employee's child, step child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, or grandparent, or the placement of a child with the employee for adoption or foster care.

The Chief of Police may request a physician's verification of illness or injury, which must be requested during the time the employee is on sick leave. Any out-of-pocket/co pay insurance expense will be reimbursed to the employee should such verification be requested by the City.

3. Long-Term Incentive Program

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

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

ARTICLE 27 - GENERAL PROVISIONS

1. Training

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

2. Continuous Training

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

A. A Meal and Incidental Expense advance shall be granted upon approval by the City Administrator and Finance Director using the appropriate Meals and Incidental Expense rate provided annually by the General Services Administration of the Federal Government for the City traveled to. In order to receive said allowance, the employee must submit a Travel Advance Request Form and have it approved prior to their departure. This form is available in the Finance Department. The allowance for the day of departure and the day of return will be prorated based on the number of meals required away from home. Where conference registration fees include one or more meals, the per diem allowance shall be decreased by the appropriate amount.

B. The Employer shall also provide transportation, or pay the state mileage rate per current IRS regulations for the employee's use of a personal vehicle, for either commuter or overnight training. In the event that the employee is required to leave the lodging facilities on the weekends, all mileage shall be paid. For purposes of calculation the police department shall be used as the base.

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

3. Jury Duty

Any employee who is required to appear for or serve on a jury shall receive his regular pay and benefits while so serving. Midnight shift employees shall be released from duty with no loss of pay or benefits from any midnight shift immediately preceding a day in which they actually are to report for jury duty.

4. Replacement of Personal Property

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

5. Outside Employment

A. Notification of Secondary Employment.

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

B. Secondary Employment Prohibitions.

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

1. Where the employer's uniform, badge, LEADS line, vehicle or equipment is utilized unless specifically approved by the Chief, or his designee;
2. Where the hours worked cause the employee such fatigue that he/she is unable to properly perform his/her job duties;
3. Where a conflict of interest with his/her job duties for the Employer is created;
4. Where the type of secondary employment is prohibited by law, or negatively reflects on the Employer.

6. Special Detail Work

Special Detail Work shall be defined as any work that is requested by an outside entity in which the entity reimburses the City for Police Services. Employees hired to work special details in excess of their normal eight (8) hour work day and/or in excess of their normal forty (40) hour work week shall be paid at their overtime rate. Compensatory time shall not be an option.

A. Employees hired to work outside work details in excess of their normal eight (8) hour workday and/or in excess of their normal forty (40) hour workweek shall be paid at their overtime rate, consistent with Article XVII.

B. All details shall be posted for officer sign-up, and all officers may sign up for only one (1) detail for the first forty-eight (48) hours the list is posted.

C. Special attention shall be given to functions where alcohol will be served or functions where it is likely that one hundred (100) or more people are in attendance, a minimum of two (2) officers may be assigned to that detail.

D. The bargaining unit members shall be given equal access to all outside details.

E. Officers who sign up for an outside detail and who wish to cancel their commitment must do so two (2) weeks in advance of the detail or be responsible to find their own replacement.

7. Residency

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

8. Roll Call Preparation Pay

When OICs perform the roll call function due to the absence of a sergeant, they shall be compensated with 15 minutes of time and one-half (1 1/2) for the time spent outside of their normal shift preparing for roll call.

9. Language Proficiency Stipend

The first full month after a police department employee is certified by the City via the Chief of Police to be proficient in either sign language, or a recognized language, determined by the Chief or his designee to be of value to police operations (e.g. Spanish or Polish), such employee shall be paid a pro-rated annual stipend of \$672 effective 1/1/2022; \$692 effective 1/1/2023 and \$711 effective 1/1/2024. Police Department employees who receive such stipend shall be required to use their interpretive skills whenever requested, so long as they are on duty when the request is made. The stipend attached to the appointment will be increased annually based on the agreed upon wage rate increases: 2022 – 3.25%, 2023 – 3.00% and 2024 – 2.75%.

An annual skill exam may be given by an independent third party, and will include oral interpretation skills, and may also include formal written and reading skills in that language.

10. Discipline Procedures

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

Upon receiving this notice from the Chief of Police, the employee in a written response to the Chief may choose to: 1) not contest the disciplinary action sought (plead guilty and accept the discipline) 2) waive his or her right to appeal the Chief's action through an arbitration process and appeal the discipline through the BPFC_or, 3) waive his or her right to a BPFC hearing, and appeal the Chief's action through an arbitration process. The employee must notify the Chief of Police of his intention within 5 calendar days, and sign a waiver of his or her right to appeal via the process or processes that do not apply. Once the employee has chosen one of the three options above, his or her decision shall be irrevocable and any resultant discipline upon the culmination process chosen shall be final. If arbitration is the procedure chosen by the employee, the parties shall select an arbitrator by using the process described in Article XI Step 5. If the Board of Fire and Police

Commission is chosen as the method of review, the Board of Fire and Police Commission shall have no authority to increase the discipline appealed or the discipline recommended by the Chief of Police.

Employees shall remain in paid status until the Board of Police and Fire Commissioners or the Arbitrator has rendered a decision on the discipline. However, in cases of egregious misconduct the employee can be suspended without pay pending the final decision of the Board of Police and Fire Commissioners or the Arbitrator.

11. Master Police Officer Appointment

The parties agree the city shall create the appointment of Master Police Officer in the City of Batavia Police Department. These appointments shall be conferred out of recognition of the value of the experience and knowledge possessed by the City's more experienced and senior police officers and in an effort to effectively utilize that knowledge and experience to assist in the training and development of the Department's less senior officers. This position is also created to recognize the reality that the completion of the Department mission is a result of competency not only within the hierarchal promotional structure, but also as a result of the competent work of those officers serving within a lateral path of career advancement in the Department (e.g. Investigations, Training, other specialty assignments, etc.).

- A. Master Police Officer Appointment: Master Police Officer shall be considered appointment and ranks higher than Police Officer for purposes related to training and mentoring, but not other operational purposes. The appointment is intended to afford the Department the opportunity to utilize the experience, training and expertise of its more senior officers to the benefit of the less senior officers, and to encourage senior officers to continue seeking career enhancing training that will benefit in the completion of the Department's overall mission.
- B. Eligibility: Eligibility for Master Police Officer shall be governed by the following:
 - 1. Officers who have attained at least twelve (12) years of full-time service as a certified police officer in the State of Illinois shall be eligible to be appointed to Master Police Officer. Effective January 1, 2021 an officer must have at least ten (10) years of full-time service.
 - 2. Officers must be certified in at least 3 functional areas as designated by the Department (see Appendix V attached), or have completed a combined 1000 hours of Department approved law enforcement in-service training beyond that training received as a part of Basic Law Enforcement Officer Certification, or have attained an undergraduate degree in criminal justice (or another law enforcement-related degree) combined with 500 hours of law enforcement in-service beyond that training received as a part of Basic Law Enforcement Officer Certification.
 - 3. Assignment: Officers considered eligible for appointment to Master

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

Police Officer shall give written notice to the Chief of Police of his designee. After eligibility is verified by the Department, the Chief of Police shall appoint the eligible officer within thirty (30) calendar days of receipt of the notice. Once appointed, Master Police Officers shall be expected to lend their experience and training to provide assistance to less senior officers within the Department when asked or required.

4. Stipend Attached to the Appointment: The stipend attached to Master Police Officer status shall be \$840 annually effective 1/1/2022, \$865 effective 1/1/2023 and \$889 effective 1/1/2024 paid on a bi-weekly basis for those who have been appointed after 10 years of service. For those officers who have been appointed after 20 years will be paid \$1,680 annually effective 1/1/22; \$1,730 effective 1/1/23; and \$1,778 effective 1/1/2024; paid on a bi-weekly basis. The amount of the stipend shall be prorated from the date of eligibility. The stipend attached to the appointment will be increased annually based on the agreed upon wage rate increases: 2022 – 3.25%, 2023 – 3.00% and 2024 – 2.75%.

12. Emergency Closure

Should the City make the decision to close City Hall due to an emergency which makes it unsafe for all non-essential employees to come to work and it could interfere with the work of our public safety employees, and all non-essential employees receive regular pay for the day, the bargaining unit employees who are scheduled to work that day will receive an additional eight (8) hours of time off to be taken within the six months to follow the closure.

ARTICLE 28 - WAGE RATES

New Wage Schedule Employees will be paid according to the following schedule effective and retroactive to January 1, 2022 (1/01/22). Said wage schedule reflects a wage increase of three and one-fourths percent (3.25%) effective January 1, 2022; three percent (3.00%) effective January 1, 2023; and two and three-fourths percent (2.75%) effective January 1, 2024.

Officer	1/1/2022	1/1/2023	1/1/2024
	3.25%	3.00%	2.75%
START	\$ 80,460	\$ 82,874	\$ 85,153
After 1 year	\$ 84,882	\$ 87,428	\$ 89,833
After 2 years	\$ 89,552	\$ 92,239	\$ 94,775
After 3 years	\$ 94,480	\$ 97,314	\$ 99,990
After 4 years	\$ 99,674	\$ 102,664	\$ 105,487
After 5 years	\$ 105,159	\$ 108,313	\$ 111,292
After 6 years	\$ 110,939	\$ 114,267	\$ 117,410

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

Modified Lateral Transfer: Upon completion of their F.T.O. training program, newly hired officers with previous police experience will be placed in the wage schedule based on their years of qualified previous police experience as a full-time police officer and they are Certified Officer by the Illinois Law Enforcement Training and Standards Board (ILETSB).

Upon agreement, any current employees who were lateral transfers will be reviewed and placed in the wage scale as appropriate.

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

ARTICLE 29 - FIRE AND POLICE COMMISSION

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

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

Except as expressly stated in this Agreement, nothing contained in this Agreement is intended to remove that which is legally within the jurisdiction of the Board of Fire and Police Commission.

ARTICLE 30 - AUXILIARY OFFICERS

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

ARTICLE 31 - SAVINGS CLAUSE

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

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

ARTICLE 32 - DURATION

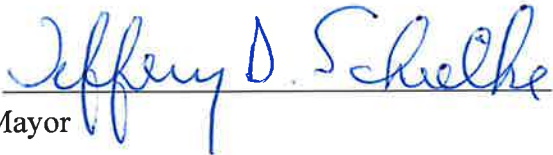
This Agreement shall be effective from January 1, 2022 and shall remain in full force and effect until December 31, 2024. It shall remain in effect from year to year thereafter unless notice of modification is given in writing by certified mail, or hand delivered, by either party, no later than one hundred twenty (120) days preceding the expiration date. The notice shall be considered as given as of the date shown on the postmark, or the date of the hand delivery in which case a written, dated receipt shall be made.

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

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

FOR THE CITY OF BATAVIA

FOR THE LABOR COUNCIL



Mayor



President

1-21-22

Date
(Seal)

1/30/22

Date



City Clerk



Secretary

 2/8/22

Illinois FOP Labor Council

APPENDIX I - GRIEVANCE FORM

GRIEVANCE

(use additional sheets where necessary)

Department: _____ Date Filed: _____

Grievant Name:

Last

First

M.I.

STEP TWO – DEPUTY CHIEF

(Note: STEP 1 [Mandatory Pre-Grievance Conference] held on: _____ did not resolve situation.)

Date

Date of Incident or Date Knew of Facts Given Rise to Grievance: _____

Article(s) and Section(s) of Contract Violated: _____

Briefly state the facts: _____

Remedy Sought: _____

Given to: _____ Date/Time: _____

Grievant's signature

FOP Representative Signature

EMPLOYER'S STEP TWO RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

Lodge No.

Date

Grievance No.

STEP THREE – CHIEF OF POLICE

Reasons for Advancing Grievance: _____

Given to: _____ Date/Time: _____

_____ Grievant's signature _____ FOP Representative Signature

EMPLOYER'S STEP THREE RESPONSE

_____ Employer Representative Signature _____ Position

_____ Person to Whom Response Given _____ Date

STEP FOUR – CITY ADMINISTRATOR

Reasons for Advancing Grievance: _____

Given to: _____ Date/Time: _____

_____ Grievant's signature _____ FOP Representative Signature

EMPLOYER'S STEP FOUR RESPONSE

_____ Employer Representative Signature _____ Position

_____ Person to Whom Response Given _____ Date

STEP FIVE – ARBITRATION
REFERRAL TO ARBITRATION by ILLINOIS FOP LABOR COUNCIL

Person to Whom Referral Given

Date

FOP Labor Council Representative

APPENDIX II - APPROVED UNIFORM/EQUIPMENT LIST FOR POLICE OFFICERS

(Note: The following will serve as a basic guideline for uniform/equipment purchases. Items not on this approved list may be purchased with prior approval of the Chief of Police or his Designee. Everywhere a specific brand is specified, a pre-approved equivalent is acceptable. An ammunition allowance up to a maximum of \$250.00 per year is provided for authorized handguns firearms used as a primary or secondary weapon on-duty or off-duty that an employee has qualified with through the Department.)

Alterations for Uniform	Embroidered Uniform Polo Shirts
Ankle Holster	Embroidering for Spring/Fall Jacket
Badge Cases & Wallets	Fanny Pack (Firearm)
Badge Holders	Firearm (Duty)
Badges	Firearm (Off-Duty)
Badge Repairs Balaclava	Firearm Repairs/Modifications
Headwear	Flashlight Battery Packs
Baseball Caps (Embroidered)	Flashlight Chargers
Baton (ASP) – Expandable	Flashlight Holder (Nylon or Leather)
Baton Holder (Nylon or Leather)	Flashlights (Various Styles/Sizes)
Belt Keepers (Nylon or Leather)	Formal Dress Blouse with Piping
Binoculars	Glove (Latex) Holder (Nylon or Leather)
Body Armor	Gloves (Leather)
Boot Socks	Gun Safe (up to \$400 purchase)
Boots/Galoshes, etc.	Handcuff Case (Nylon or Leather)
Breakaway Lanyards for Whistles	Handcuff Keys
Briefcase	Handcuffs
Business Cards	Hearing Protection for Firearms
Cap (5-Star Navy)	Ballistic Helmet
Cap Strap (Gold/Silver)	Range Holsters (Various Types)
Case for Rifle	Inner Belt (Nylon or Leather)
Clutchbacks	Jacket - Leather (Black)
Coldgear Microfleece Tops	Winter Jacket - Spring/Fall (Navy)
Commendation Bars/Ribbons for Uniform	Key Holder (Nylon or Leather)
Compass	Knife
Compass Pouch (Nylon or Leather)	Knife Holder (Nylon or Leather)
Deskmate/Posse Boxes (Clipboards)	LIS Uniform Shirts
Door Opening Tools	Lasersights for Firearms
Duty Belt (Nylon or Leather)	Light Holder (Nylon or Leather)
Duty Gear Bags	Lithium Batteries (Flashlight)
Ear Muffs	Lumbar Support for Vehicles
Earpieces/Ear Mold for Portable Radios	Mag Pouches (Double- Nylon or Leather)

*Appendices of an Agreement by and Between the City of Batavia and
the Illinois Fraternal Order of Police (Officers)*

Mag Pouches (Nylon or Leather)
Magazines for Duty Weapons
Magazine Extensions
Mock Turtleneck
Shirts
Multi-Tool Utility Pliers/Seatbelt
Cutters
Name Plates
Night Light Writing
Instruments
Night Vision Goggles
Note Pads (Rainproof)
OC Spray/Pepper Spray
OC Spray/Pepper Spray Holder
Radio Case (Nylon or Leather)
Raincoat (Blk/Org Reversible)
Raincover for Cap
Sunglasses
Whistles
Trijicon Sights for Firearms
Trooper Cap (Black Fur)
Trousers (Polyester or Wool)
Under Armor Coldgear Boot Socks
Under Armor Coldgear Bottoms
Under Armor Coldgear Tops
Under Armor Heatgear Boot Socks
Under Armor Heatgear Bottoms
Under Armor Heatgear Tops
Under Armor Tactical Gloves
Vest (Body Armor) Cover

APPENDIX III - SIDE LETTER REGARDING PATROL DIVISION WIDE
CHANGES IN SHIFT SCHEDULE 1-1-2022 to 12-31-2024:

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

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

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


By:



City of Batavia

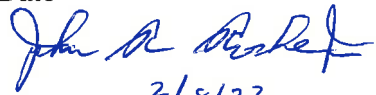
1/19/2022

Date



FOP Lodge #224

1/30/22

Date

2/8/22

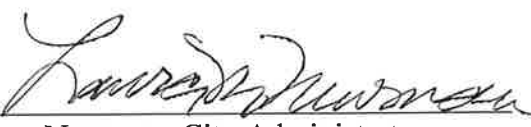
APPENDIX IV - SIDE LETTER REGARDING VACATION SELECTION

Effective January 1, 2022, the parties agree to the following trial language regarding vacation selections.


"Requests to use vacation time shall be granted when submitted to the employee's immediate supervisor, in writing, at least five (5) days in advance of the vacation to be taken if staffing would not go below more than two below the current minimum staffing levels. Requests made at least eight (8) hours in advance will be granted when staffing will remain at or above the current minimum staffing levels. Additional requests may be granted with the approval of the Chief of Police or his designee."

This language is entered into on a trial basis and shall not be used as a precedent and shall not constitute the status quo in any subsequent interest arbitration. This side letter shall expire on December 31, 2024 and vacation selections will return to the status quo as existed prior to this side letter unless the parties mutually agree in writing to extend its terms. The parties reserve the right to discuss and convey their respective experiences with this trial language during and subsequent to this trial period.

By:



Laura Newman, City Administrator



Jason Kaluzny, Union President

1-19-2022

Date

1/30/22

Date



Dan Eul, Police Chief



John Roche, Labor Counsel

1/25/2022

Date

2/8/22

Date

APPENDIX V - CERTIFICATIONS FOR MASTER POLICE OFFICER

- Field Training Officer
- Evidence Technician
- Crime Scene Technician
- Accident Investigation/Reconstruction
- Elderly Services Officer
- Juvenile Officer
- Master Firearms Instructor
- Rifle/Carbine Instructor
- Patrol Officer-in-Charge (Certified)
- Lead Homicide Investigator
- Crime Prevention Through Environmental Design (CPTED)
- Breath Analysis Operator
- Interview/Interrogation - REID/REID Advanced (both required)
- Gang Enforcement Officer
- Basic Investigator/Advanced Investigator (both required)
- Narcotics Investigator
- Defensive Tactics Instructor
- Truck Enforcement Officer
- Emergency Vehicle Operator Course Instructor
- Arson Investigator
- School Resource Officer
- Hostage/Crisis Negotiator
- Crime Free Rental Housing Unit Coordinator
- Computer Forensics Specialist
- Crisis Intervention Training (CIT)

APPENDIX VI - SIDE LETTER REGARDING QUALIFIED IMMUNITY

Effective January 1, 2022, the parties agree to the following language regarding qualified immunity.

Should the State or Federal law regarding Qualified Immunity change as it applies to the bargaining unit members, the parties agree to meet and enter good faith discussions regarding resolution of any impact associated with such changes. In doing so, neither party waives any rights under the Illinois Public Sector Labor Relations Act.

This side letter shall expire on December 31, 2024 unless the parties mutually agree in writing to extend its terms. The parties reserve the right to discuss and convey their respective experiences with this trial language during and subsequent to this trial period.

By:




City Administrator

1-19-2022
Date



Union President

1/30/22
Date



Police Chief

1-25-2022
Date



Labor Counsel

2/8/22
Date