

CITY OF VILLA GROVE
DOUGLAS COUNTY, ILLINOIS

ORDINANCE NO. 2023-MC10

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE THE
COLLECTIVE BARGAINING AGREEMENT BETWEEN THE
CITY OF VILLA GROVE AND THE TEAMSTERS LOCAL 26 FOR THE
POLICE BARGAINING UNIT AND GRANTING THE MAYOR AND ADMINISTRATOR
CERTAIN POWERS REGARDING COLLECTIVE BARGAINING**

PASSED BY THE CITY COUNCIL AND
APPROVED BY THE MAYOR OF THE
CITY OF VILLA GROVE, ILLINOIS
THIS EIGHTH DAY OF MAY 2023

PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE MAYOR AND CITY COUNCIL OF THE CITY
OF VILLA GROVE, DOUGLAS COUNTY, ILLINOIS, THIS NINTH DAY OF MAY 2023.

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May 8, 2023

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WHEREAS, the City of Villa Grove, Douglas County, Illinois, is a municipality as contemplated under Article VII, Section 7 of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the City's powers and functions as granted in the same; and

WHEREAS, the Illinois Labor Relations Board certified the Teamsters Local 26 as the exclusive bargaining agent for all full-time police officers employed by the City of Villa Grove on July 6, 2007; and

WHEREAS, the City of Villa Grove and the Union have been bargaining in good faith to reach agreement and have reached a complete, tentative agreement and reduced it to writing as evidenced by Attachment A; and

WHEREAS, the City of Villa Grove believes the tentative agreement reached between the City and the Union is in the best interests of the City of Villa Grove; and

WHEREAS, in order to implement the provisions of the collective bargaining agreement with the Police bargaining unit, it is in the best interests of the City of Villa Grove that the Mayor and City Administrator be granted limited powers for resolving disputes which arise under the collective bargaining agreement.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and members of the City Council of the City of Villa Grove, Douglas County, Illinois, as follows:

SECTION 1. That the City Council hereby ratifies the tentative agreement reached by the City of Villa Grove’s negotiating team and the Teamsters Local 26 and hereby authorizes the Mayor to execute a collective bargaining agreement between the City of Villa Grove and the Teamsters Local 26 for the police bargaining unit as attached hereto and labeled Attachment A.

SECTION 2. That the Mayor and City Administrator hereby granted authority to bind the City of Villa Grove regarding issues which may arise under the collective bargaining agreement which do not have an impact on the City’s budget.

SECTION 3. That all ordinances, resolutions and order, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict repealed.

SECTION 4. This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law. The City Clerk is hereby directed to publish this Ordinance in pamphlet form.

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PRESENTED, PASSED, APPROVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VILLA GROVE, ILLINOIS, at its regular meeting on this eighth day of May, A.D. 2023, by a roll call vote as follows:

Blaney, Thelma I. yea
Cheely, Kerry S. yea
Eversole-Gunter, Cassandra A. —
Garrett, Ryan P. yea

Hooker, Anthony L. absent
Johnson, Derek S. yea
Pangburn, Matthew M. yea

APPROVED:

 Cassandra A. Eversole-Gunter
CASSANDRA A. EVERSOLE-GUNTER
Mayor

ATTEST:

 Michelle L. Osborne
MICHELLE L. OSBORNE
City Clerk

SEAL



PREAMBLE

This Agreement is made and entered into by and between the City of Villa Grove (hereinafter referred to as the "City") and General Teamsters, Local Union No. 26 Champaign, Illinois and Vicinity (hereinafter referred to as the "Union") and shall be commonly referred to as the "2023 Police Union Contract".

ARTICLE 1 **RECOGNITIONS**

SECTION 1.1 - REPRESENTATIVE UNIT

The City recognizes the Union as the sole and exclusive representative for all full time police officers of the City of Villa Grove and excluding all sworn police officers above the rank of police officer and all supervisors, managers and confidential employees.

SECTION 1.2 - PROBATIONARY PERIOD

As established by the City Council, the probationary period for officers is eighteen (18) months in duration from the date of hire. During the probationary period, an officer is subject to discharge, without cause and with no recourse to the grievance procedure. It is further agreed the probationary officer shall be entitled to all other rights, privileges and benefits conferred by this Agreement, except as previously stated.

SECTION 1.3 - GENDER

Wherever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

SECTION 1.4 - NO STRIKE

Neither the Union nor any officers, agents or employees will engage in, induce, call, authorize, support, promote, condone or participate in any strike, work stoppage, intentional withholding of services, illegal picketing, slow-down, sit-in, "blue-flu" or "ticket blitz," or other unlawful acts or actions having the effect of exhibiting a refusal to work at any time for any reason. Any and all employees who violate the above provisions of this Section, may be disciplined by the City. In addition, in the event of a violation of this Section, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

ARTICLE 2
UNION SECURITY

SECTION 2.1 - DUES, INDEMNIFICATION

2.1.1 - Dues Checkoff

It is understood and agreed between the City and the Union that the City will deduct on the first pay day of each month, any initiation fees, dues or assessments upon properly executed check off authorizations for such deductions. Such authorization shall be furnished by the Union. Such deductions shall be paid by the twentieth (20th) of the current month to Teamsters Local Union No. 26.

2.1.2 - Indemnification

The Union shall indemnify and hold the City harmless against any and all claims, demands, suits or other forms of liability, including costs and attorney's fees that may arise out of or by reason of any action taken by the City for the purpose of complying with any provisions of this Section. If an incorrect deduction is made, the Union shall refund such amount directly to the involved employee.

SECTION 2.2 - UNION STEWARD

The City recognizes the right of the Union to select a Union Steward, and the Union agrees to furnish the City within two (2) weeks of ratification of this Agreement, with the name of the Steward.

SECTION 2.3 - UNION REPRESENTATIVES

The City agrees that representatives of the Union shall have reasonable access to designated areas of the Police Department premises upon reasonable notice, during normal City Hall working hours. Such access shall be for the administration of this Agreement. The Union agrees that such activity shall not interfere with the normal work duties of the employees or interfere with the confidential operation of the Department. The City reserves the right to designate the accessible areas as provided herein.

SECTION 2.4 - BULLETIN BOARDS

The Union shall be entitled to use a bulletin board in or near the Department. Items posted by the Union shall not be political, partisan, defamatory or controversial in nature. The posting and duration of posting must be approved prior to posting by the Chief or his designee.

ARTICLE 3
MANAGEMENT RIGHTS

Management of the Police Department and the direction of the officers are vested exclusively in the Department's judgment including, but not limited to, the right to hire, promote, demote, discipline, suspend or discharge for just cause; to assign and reassign employees to jobs and work consistent with the other provisions of this Agreement; to make reasonable company rules and policies and reasonable changes from time to time not contrary to this Agreement; to decide the equipment to be used; to decide what constitutes good and efficient operation and reasonable standards of performance; to assign overtime work consistent with this Agreement; and to determine the proficiency of employees. There shall be no obligation on the part of the Department to continue any jobs.

All rights and powers of the Department not specifically ceded or referred to and abridged by this Agreement, are reserved and remain vested only in the City.

The Union is not denied, under this Article, the right to question and handle under the grievance procedure any acts claimed to be in violation of this Agreement.

ARTICLE 4
NON-DISCRIMINATION

In accordance with applicable law, neither the City nor the Union shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, marital status, parental status and handicap or national origin. Any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

ARTICLE 5
WORKING CONDITIONS AND PERSONNEL FILES

SECTION 5.1 - LOSS OF PERSONAL PROPERTY

Personal property carried by an on-duty officer which is required for the performance of the officer's duties, and which is damaged by a third party during performance of the officer's duties, shall be repaired or replaced at a reasonable value. In the event the officer receives restitution or other reimbursement, the amount expended by the City shall be reimbursed by the officer to the extent of restitution or reimbursement received. To be eligible for reimbursement, the officer shall report the incident in writing to the Chief within forty-eight (48) hours of the time that the incident occurred.

SECTION 5.2 - PERSONNEL FILES

Employees shall be entitled to inspect their personnel files in accordance with applicable law.

ARTICLE 6 **SENIORITY**

SECTION 6.1 - DEFINITION OF SENIORITY

Where the term "seniority" is used in the Agreement, it will mean as follows: Seniority shall be defined as an officer's length of full time continuous service as a police officer in the Villa Grove Police Department.

SECTION 6.2 - LOSS OF SENIORITY

Seniority and the employment relationship shall be terminated in the event of the following:

6.2.1 - Voluntary and involuntary termination; or

6.2.2 - An employee fails to return to work from layoff within fourteen (14) days of receipt of certified mail to last known address; or

6.2.3 - The officer is absent for three (3) consecutive scheduled work days without authorization;
Or

6.2.4 - The officer does not return to work at the expiration of a leave of absence.

SECTION 6.3 - LAYOFFS AND RECALL

In the event of a layoff, the layoff and recall, if any, shall be by seniority.

SECTION 6.4 - SENIORITY LIST

As soon as practicable, not to exceed thirty (30) days, after signing of this Agreement, the City will furnish the Union a list showing the name, address and last hiring date of each officer in the bargaining unit, whether the officer is entitled to seniority or not. The City shall post a similar list without officers' addresses. Within thirty (30) calendar days after the date of posting, an officer must notify the City of any alleged errors in the list or it will be considered binding on the officer and the Union. When changes or additions to those lists become necessary, the City will provide notification to the Union of such changes or additions and a revised seniority list will be posted. Within thirty (30) calendar days of such posting, an officer must again notify the employer of any alleged errors or the information in the list shall be considered binding on the officer and the Union.

ARTICLE 7
GRIEVANCE PROCEDURE

SECTION 7.1 - DEFINITION

A grievance is defined as any disagreement between the Union or an employee and the City over the interpretation or application of any provisions of this Agreement.

SECTION 7.2 - GRIEVANCE STEPS

The parties acknowledge that it is usually most desirable for an officer and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

STEP 1: CHIEF OF POLICE - If the grievance is not settled in the informal process and the employee wishes to appeal the grievance, it shall be submitted in writing to the Police Chief within five (5) business days after receipt of the answer of the informal process. A grievance relating to all or a substantial number of employees or the Union's own interests or rights with the employer may be initiated at Step 1 by Union Representative. The Police Chief, or his designee, shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within five (5) business days with the grievant and an authorized representative of the Union at a time mutually agreeable to the parties. The Police Chief or his designee shall provide a written answer to the grievant and the Union within five (5) business days following their meeting.

STEP 2: CITY COUNCIL - If the grievance is not settled at Step 1, and the employee, or the Union, wishes to appeal the grievance to Step 2, it shall be submitted in writing to the City Clerk within five (5) business days after receipt of the Chief's answer to Step 1. Thereafter, the City Council or its designee shall meet with the grievant and a Union representative within fifteen (15) business days of receipt of the appeal. The City Council or its designee shall submit a written answer to the grievant and the Union within ten (10) business days following the meeting.

STEP 3: ARBITRATION - If the grievance is not settled in Step 2 and the Union wishes to appeal the grievance, the Union may refer the grievance to arbitration as described below, within fifteen (15) business days of receipt of the City's answer provided to the Union at Step 2.

A. In the absence of agreement on the selection of a neutral arbitrator, the parties shall file a joint request with the Federal Mediation & Conciliation Service ("FMCS") for a panel of seven (7) arbitrators from which the parties shall select a neutral arbitrator. The parties shall agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators and to those residing within 100 miles of the City of Villa Grove. Both the City and the Union shall have the right to reject one panel in its entirety within seven (7) business days of its receipt and request that a new panel be submitted. The City and Union shall alternately strike names from the panel. The order of striking names shall be determined by a coin toss with the losing party striking the first, third and fifth names. The remaining person shall be the arbitrator.

B. The arbitrator shall be notified of his/her selection and shall be requested to set a date for the hearing, subject to the availability of Union and City Representatives. The fees and expenses of the arbitrator and the cost of a written transcript for the arbitrator shall be divided equally between the City and the Union; provided, however, that each party shall be responsible for compensating its own representative and witnesses.

SECTION 7.3 - LIMITATIONS ON AUTHORITY OF ARBITRATORS

The power of the arbitrator shall be limited to the interpretation and application of the written provisions of this Agreement. In no event may the terms and provisions of the Agreement be deleted, modified or amended by the arbitrator. He shall consider and decide only the specific issue(s) raised by the grievance as submitted to the City at Step 1 or Step 2, and shall have no authority to make his decision on any issue not so submitted to him. The arbitrator shall submit his written decision within thirty (30) calendar days following the close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. In the event the arbitrator finds a violation of the Agreement, he shall determine an appropriate remedy.

The decision of the arbitrator shall be final and binding on the parties.

SECTION 7.4 - MISCELLANEOUS

7.4.1 - A "Business Day" is defined as a calendar day exclusive of Saturdays, Sundays or holidays observed by the City.

7.4.2 - No grievance may be filed more than twenty (20) business days from the day of the original occurrence of the event giving rise to the grievance, except that for errors in pay, the time period shall be twenty-five (25) business days. No grievance filed after said time limit shall be processed. The failure of an employee to act within the time limits will act as a bar to any further appeal.

7.4.3 - If a decision is not appealed by the Union or the grievant within the time limit specified in each step, the grievance shall be considered settled on the basis of the latest decision and not be subject to further appeal. Any grievance not answered within the time limits specified in each step shall be automatically appealed to the next step. Time limits at each step may be extended only by mutual written agreement of the grievant and the City.

7.4.4 - No matter or action shall be treated as a grievance unless a grievance is filed in accordance with this Article.

SECTION 7.5 - COMPENSATION DURING GRIEVANCE PROCEDURE

The grievant and Union Steward shall be paid to participate in the Step 1 and Step 2 meetings, if the meetings are conducted on work time. The grievant and one employee representative shall be given paid time off to attend any arbitration hearing conducted on working time when their presence is necessary to a disposition of the grievance.

ARTICLE 8
DISCIPLINE AND DISCHARGE

SECTION 8.1

Post-probationary employees shall be disciplined and/or discharged for just cause consistent with this Agreement. The Chief agrees the disciplinary action shall be taken in a timely fashion.

SECTION 8.2

The Chief agrees with the tenets of progressive and corrective discipline. Once the measure of discipline is determined and imposed, the Chief shall not increase it for the particular incident of misconduct unless new facts or circumstances become known.

SECTION 8.3

Disciplinary action may include but not necessarily be limited to, one or more of the following; however, the types of disciplinary action imposed shall be based on the seriousness of the offense:

- A. Oral warning or reprimand;
- B. Written reprimand;
- C. Suspension without pay for up to three (3) days;
- D. Suspension without pay for more than three (3) days;
- E. Suspension without pay pending ultimate discharge.

SECTION 8.4

The Police Chief shall comply with the provisions of the Illinois Uniform Peace Officers' Disciplinary Act in conducting any formal investigation as defined in the Act.

SECTION 8.5

All discipline may be grieved. Any oral reprimand shall be removed from the employee's record if since the date of the last reprimand, twelve (12) months have passed without the employee receiving an additional oral reprimand or discipline. Written reprimands shall remain in an officer's personnel file. In determining progressive discipline, the Police Chief shall consider the elapsed time since the most recent written reprimand.

ARTICLE 9
HOLIDAYS

SECTION 9.1

Ten official holidays are recognized:

- 1) New Year's Day
- 2) President's Day
- 3) Memorial Day
- 4) Independence Day
- 5) Juneteenth**
- 6) Labor Day
- 7) Veteran's Day
- 8) Thanksgiving Day
- 9) The day after Thanksgiving Day
- 10) Christmas Day

SECTION 9.2

When a holiday falls within the pay period, every employee shall receive eight (8) hours' pay for the holiday.

SECTION 9.3

An employee whose work shift begins during a holiday will be paid time and one-half for all hours worked during that shift. For employees who do not work on the holiday, the eight (8) hours of holiday pay will be considered straight time pay and not considered as hours worked for purposes of calculating overtime.

SECTION 9.4

In addition to the **ten (10)** holidays above, each officer shall have the opportunity to designate one date during the calendar year which will be a paid holiday for that individual officer. The selection of this date must be made at least thirty (30) days in advance and must not conflict with time off requested by another officer. Alternatively, the officer may use this eight (8) hours in one (1) hour increments as personal leave with pay. If the duration of the leave during a given shift is only one (1) hour, that paid time may be taken with twenty-four (24) hours' notice. If the time off requested is more than one (1) hour, however, at least three (3) full days' notice (72 hours) must be given before the time off is taken.



ARTICLE 10
LEAVES

SECTION 10.1 - SICK LEAVE

All absences from work due to sick leave for illness of the employee or dependents must be reported to the supervisor in charge a minimum of three (3) hours prior to the assigned work shift. Unauthorized absence from work is to be regarded as an unpaid absence without leave. Instances of absence without leave may be grounds for disciplinary action. If an officer becomes ill, or otherwise desires to use sick leave during working hours, he must notify his supervisor before leaving work.

10.1.2 - Sick Leave Usage

Sick leave may only be used for illness of the employee or for the illness of the following family members:

- A. Spouse;
- B. Children (natural, step or adopted) who reside with the employee;
- C. Parents or parents of employee's spouse who reside with the employee.

If the duration of absence extends longer than one (1) day, the employee must notify the Chief of Police and/or his designate daily. An employee may be required, after two (2) consecutive days absent to furnish a certificate from a licensed physician supporting the sick leave claim. An employee who has three events of sick leave usage in a three-month period may be required to furnish a certificate from a physician to support the sick leave claim or for any further sick leave usage. In addition, the employee may be required to be examined by a physician designated by the City at the expense of the City. Sick leave may only be used in increments of one (1) hour. Failure to follow the foregoing procedures or providing false or misleading information may result in the absence being considered an unexcused absence for which no pay will be received and may result in disciplinary action.

10.1.3 - Sick Leave Accrual

Employees will accrue sick leave at the rate of 3.7 hours per pay period. A sick leave pool to which participants can voluntarily contribute unused sick leave time for the benefit of other fellow participants in need of additional sick leave will be established. Buy back of accumulated sick leave, if any, shall be in accordance with City Personnel Policy Manual as it may be amended from time to time at the City's sole discretion.

SECTION 10.2 - MILITARY LEAVE

Military leave, without pay, will be granted as required by state or federal law. An officer requesting military leave will provide as much advance notice as possible to the Department.

SECTION 10.3 - JURY DUTY LEAVE

An employee called for jury duty will be given leave to attend jury duty. The employee, upon receiving a summons, will immediately provide a copy to the Police Chief or his designee. Employees shall receive their regular base pay for the time spent on jury duty upon signing and returning their jury duty checks to the City.

SECTION 10.4 - BEREAVEMENT LEAVE

A maximum of three (3) days' leave may be taken by an employee following the death of a spouse, child (including step or adopted) or parent, sibling (including half or step), grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law or grandchild. Additional leave may be granted by the Police Chief if it does not interfere with manpower needs of the Department. This additional leave may be paid through the use of vacation or personal leave, if available.

ARTICLE 11 **INSURANCE**

SECTION 11- GROUP INSURANCE

11.1 - Provision of Insurance

The City shall provide full-time bargaining unit employees with individual group comprehensive medical coverage. Coverage for dependents or family coverage may also be selected by the employee consistent with provisions of 11.2. Employees not electing to receive any medical coverage through the City group plan shall receive \$100.00 per pay period upon showing that the employee has insurance coverage comparable to the City group plan.

11.2 - Benefits and Cost Sharing

The City shall pay one hundred percent (100%) of the monthly insurance premium cost for full-time bargaining unit employees with individual group comprehensive medical coverage. Coverage for a dependent or family coverage may be provided at the employee's expense; the employee will be responsible for 30% of any health insurance premium for dependent coverage. These amounts will be deducted from paychecks. Coverage will remain at substantially the same level of benefits in effect on the execution of this agreement,

11.3 - Group Life Insurance

If the City provides Group Life Insurance for the general non-bargaining unit employees of the City, it shall provide bargaining unit employees with Group Life Insurance at the same level of benefits and with the same premium contribution requirements as provided for the general non-bargaining unit employees of the City.

ARTICLE 12 **VACATIONS**

SECTION 12.1 - VACATION ACCRUAL

Officers covered by this Agreement are entitled to paid vacation. The length of the officer's paid vacation is based on years of continuing service completed as of their anniversary date each year. Vacation hours are accrued by pay period and are available for use on an ongoing basis with the exception of division A below. The following rules will govern paid vacations:

12.1.1 New Hires

New employees are not entitled to use any vacation leave until one (1) year of service is completed. An employee will accrue 1.54 hours paid vacation pay per pay period during the first year of service. If the employee completes the first year of service, they will have one (1) week of vacation which must be taken during the next year, i.e. before his second anniversary date. In addition to vacation the new employee will accrue one day of PTO every 180 days only during their first year to use during their first year.

12.1.2 Employees with More than One (1) Year of Service.

A) An employee with one (1) full year of service but less than five (5) full years of service as of his anniversary date will accrue 3.08 hours paid vacation per pay period. Therefore, at the end of the second full year of service, the employee will have earned eighty (80) hours of paid vacation leave. Those hours must be used within the third year of service or be lost without compensation. The City will buy back vacation time only in the event that the City has required the officer to cancel a scheduled vacation leave due to manpower needs. The accrual of vacation time and use of vacation time in the year following accrual will continue on an annual basis as of the anniversary date of employment.

B) An employee with five (5) full years of service but less than nine (9) full years of service as of his or her anniversary date will accrue 4.62 hours paid vacation per pay period. Again, these three (3) weeks of vacation must be scheduled and taken within the year following their accrual or they are forfeited unless a scheduled vacation was cancelled by the City due to manpower needs.

C) For each year following ten (10) full years of service through the completion of fourteen (14) full years of service, the employee shall accrue additional hours on a per pay period basis to amount to an additional one (1) work day per additional year the use of which will be consistent with the policy above.

D) An employee with fourteen (14) full years of service as of his anniversary date will accrue 7.69 hours of paid vacation per pay period. If the entire year is worked, this accrual will result in five (5) weeks of paid vacation for the employee in each year after the completion of fourteen (14) years of service. Those accruals need to be taken in the year following the accrual as stated in the policy above.

SECTION 12.2 - REQUEST FOR VACATIONS

Beginning on December 1 of each year, the Police Chief will post a calendar for vacation selection. The Chief will block out dates during Douglas County jury trial weeks and also weeks where he will take his vacation. Thereafter employees may sign up by seniority for weeks of vacation in the following year. No two officers may select vacation dates at the same time. After December 31, vacation will be scheduled on a first come first serve basis.

Adjustments, cancellations and rescheduling of vacation periods may occur during the calendar year, provided a minimum of thirty (30) days' written notice is given to the Chief and the changes do not create conflicts with previously scheduled employee vacation periods. During the vacation signup period in December, only full work weeks of vacation may be scheduled. After January 1, vacation time off may be scheduled on a full day basis.

SECTION 12.3 - UNUSED VACATION TIME

Due to the fact that vacation time is accrued by pay period, officers will generally have some balance of vacation time accrual. However, officers may not have an accrual of more than eighty (80) hours of vacation unless a vacation is scheduled which will reduce the balance below eighty (80) hours and in no event shall the accrual exceed one hundred twenty (120) hours. If an officer has a balance of one hundred twenty (120) hours, or eighty (80) hours without a scheduled vacation, the vacation accruals provided above will not be given. If at any time an officer's planned vacation is cancelled due to manpower needs, the officer may receive additional pay in lieu of vacation time at his straight time rate of pay. Officers with five (5) years or more service to the City who have a vacation accrual balance of more than forty (40) hours, may exchange vacation accrual for straight time pay to a maximum of forty (40) hours per year, that is, this option may be exercised only once per year

ARTICLE 13
UNIFORM AND CLOTHING ALLOWANCE

SECTION 13.1 - UNIFORM

Officers covered by this Agreement shall receive from the City the following items upon date of hire:

- Two short sleeve uniform shirts
- Two long sleeve uniform shirts
- Four pair uniform slacks
- Two pair shoes (one patent leather pair, one pair of boots or uniform sneakers)
- One uniform necktie or other neck covering
- Tie clip
- One heavy jacket
- Uniform badges, insignias and name tags

Should any of these items be damaged beyond repair in the line of duty, they will be replaced at the expense of the City.

SECTION 13.2 - CLOTHING ALLOWANCE

The City will provide an annual clothing allowance of \$700.00 on a reimbursement basis. Officers may purchase clothing or equipment to either replace initially provided uniform damaged by normal wear and tear or to purchase additional items included on an equipment list approved by the Police Chief for the officer's use. This uniform allowance will be available after the date of signing of this Agreement and on the anniversary date of the signing each year the Agreement is in effect.

SECTION 13.3 - PROTECTIVE VEST

The City will provide a protective vest for any officer whose vest becomes obsolete due to normal wear and tear or any vest damaged beyond repair while on duty. When an officer purchases a new vest, the City will pay the cost of the vest up to \$1,000.00. In exchange, the officer will sign a note to the City guaranteeing repayment of the cost of the vest over a five year period, however, each month the employee remains employed after the purchase of the vest, one-sixtieth of the amount of the note will be forgiven by the City.

If an officer has a vest purchased by the City in this fashion, the protective vest must be worn at all times while on duty.

ARTICLE 14 **TUITION REIMBURSEMENT PROGRAM**

SECTION 14.1 - ELIGIBILITY

Officers must request reimbursement for tuition to the City Council in time for the council to rule on the application prior to commencement of course work. Typically, this would require application no less than thirty (30) days prior to either the due date for tuition payment or commencement of course work, whichever is earlier. The City Council will, in its sole discretion, determine whether or not coursework is related to the employee's job responsibilities and being provided by a suitable institution.

SECTION 14.2 - PROCEDURE FOR OBTAINING REIMBURSEMENT

Upon completion of an approved course, the employee will submit to the council the official grade notice and proof of payment of fees in order to receive the reimbursement. In addition to tuition reimbursement, the City may at its discretion include other costs such as books, travel, health fees, late fees, application fees and the like.

ARTICLE 15 **COMPENSATION, HOURS OF WORK AND OVERTIME**

SECTION 15.1 - COMPENSATION

For clarification purposes an officer on probation will receive pay based on the 0-18 months rate. An officer starting his nineteenth month will receive pay based on the 19-60 months rate. An officer starting his sixth year, i.e. beginning on his fifth anniversary, will receive pay based on the 61-120 months rates. An officer starting his eleventh year, i.e. beginning on his tenth anniversary, will receive pay based on the 121+ months rate.

When the city hires an Officer with three (3) or more years of experience, the initial wages will be set at the second wage tier (13/19-60 months), and will increase consistent with the grid below.

	23%	3%	3%	2%
<u>Months</u>	<u>May 1, 2023</u>	<u>May 1, 2024</u>	<u>May 1, 2025</u>	<u>May 1, 2026</u>
<u>0-12 w/PTI</u>	<u>23.03</u>	<u>23.72</u>	<u>24.43</u>	<u>24.92</u>
<u>0-18 w/o PTI</u>	<u>23.03</u>	<u>23.72</u>	<u>24.43</u>	<u>24.92</u>
<u>13/19 – 60</u>	<u>25.99</u>	<u>26.77</u>	<u>27.57</u>	<u>28.12</u>
<u>61 – 120</u>	<u>27.63</u>	<u>28.46</u>	<u>29.31</u>	<u>29.90</u>
<u>121+</u>	<u>29.29</u>	<u>30.17</u>	<u>31.08</u>	<u>31.70</u>

Officers currently holding or receiving an associate degree in law enforcement, criminal justice or a directly related field will have 1% added to their hourly wage.

SECTION 15.2 - NORMAL WORK HOURS

All officers covered by this Agreement will normally work either five (5) eight (8) hour days during a work week or four (4) ten (10) hour days during the week. In either event, the work day shall include a thirty (30) minute paid meal period and two (2) fifteen (15) minute break periods. Officers shall be available for duty during lunch and break periods.

SECTION 15.3 - OVERTIME EQUALIZATION

15.3.1 No overtime assignments will be provided to officers not in the bargaining unit prior to being offered to bargaining unit members. That is, no part time officer will be given an assignment which would result in more than forty (40) hours of work during the work week for the part time officer prior to overtime hours being offered to bargaining unit members. Every officer covered by this Agreement shall be paid at the rate of time and one-half (1 1/2) his regular hourly rate of pay for all hours worked in excess of forty (40) hours within the calendar week (Thursday-Wednesday). The schedule will be posted by the 20th of the preceding month.

15.3.2 Overtime assignments shall be made to the extent possible to distribute the overtime fairly and equitably to the bargaining unit members. Overtime assignments may first be offered to officers who would be reporting early for their scheduled shift or required to remain at work after the completion of their scheduled shift. In all other circumstances, overtime assignments will be made to evenly distribute the overtime made available over the course of time.

SECTION 15.4 - CALL BACK

Any officer covered by this Agreement who is called back to work on an assignment which is not contiguous to the officer's regularly scheduled working hours shall be compensated a minimum of two (2) hours for each call back or the actual time worked, whichever amount is greater. The calculation of actual time worked will begin when an officer reports ready for duty.

SECTION 15.5 - HOURS WORKED

For purposes of determining overtime pay, "hours worked" shall include all hours actually worked and authorized vacation time. Hours worked shall not include sick leave, bereavement leave, jury duty leave or any unpaid leave granted.

SECTION 15.6 - COURT TIME

Officers required to attend court on off-duty time shall be compensated with a minimum of two (2) hours or the actual time worked, whichever is greater.

SECTION 15.7 - TOUR OF DUTY ASSIGNMENTS

Officers may request an exchange of work shifts with another officer, provided that the exchange does not generate overtime hours for either officer. Further, except for emergency situations, exchanges may be requested no more frequently than once every ninety (90) days. In any event, written requests must be submitted no less than three (3) calendar days prior to the day of any change. Once an exchange has been approved, the officers involved shall be totally responsible for covering the shifts.

SECTION 15.8 - SHIFT SELECTION

Officers will be allowed to select patrol shift assignments by seniority on or about June 1 each year. Officers will not be bumped off their selected shift assignments to accommodate non-bargaining unit officers. However, the Chief reserves the right, with a seventy-two (72) hour notice, in his sole discretion, to implement schedule changes for operational reasons. Operational reasons include providing a variety of assignments to individual officers, as well as assigning individual officers to shifts or other duties consistent with their individual abilities.

SECTION 15.9 - GUARANTEE

Full time employees will be guaranteed a forty (40) hour work week. However, the City may, due to budget constraints, in its sole discretion, reduce the hours of one or more officers. Should that occur, the officer or officers with reduced hours shall be given the opportunity to work a full forty (40) hour week prior to assignments being given to part time officers. If a full time officer is reduced in hours but continues to regularly work thirty (30) or more hours per week, he will continue to receive all of the other benefits of this Agreement. If the part time assignments offered are not accepted because they would result in split shifts, short shifts, or six (6) or seven (7) day work weeks, the assignments may be given to part time officers.

SECTION 15.10 - MILEAGE REIMBURSEMENT

Officers attending training sessions/academics on-duty shall either be provided transportation, if available, to and from the training location, or shall be paid mileage at the IRS rate for the use of their own vehicle, provided that the mileage shall be paid only when the training site is outside the City limits.

ARTICLE 16 **TRAINING COMPENSATION**

When officers attend special on-the-job training programs or approved off-the-job educational workshops and training seminars, they shall be compensated as follows:

A. Training on Scheduled Workdays. When officers attend training programs, workshops and seminars on their scheduled workdays, and regardless of whether their attendance is voluntary or required, these officers shall only be eligible for and entitled to receive their regular salary and benefits. Such training which occurs outside an officer's regularly scheduled hours of work shall not be considered or compensated as overtime, unless otherwise authorized by the Police Chief.

B. Training on Scheduled Days Off. When officers are required to attend training programs, workshops and seminars on their scheduled days off, the Police Chief shall have the right to reschedule an officer's shift and days off to coincide with or otherwise compensate for a scheduled training program, workshop or seminar. When officers volunteer to attend training programs, workshops, and seminars on their scheduled days off, they shall receive no compensation for such training.

ARTICLE 17 **GENERAL PROVISIONS**

SECTION 17.1 - SAVINGS CLAUSE

In the event any Article, Section, subsection or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction, and such holding is not subsequently reversed on appeal or overturned in any other proceeding which is binding on all parties, such decision shall apply only to the specific Article, Section, subsection or portion thereof directly specified in the decision or order. Upon issuance of such decision or order, the parties agree to immediately negotiate a substitute for invalidated Article, Section, subsection or portion thereof.

SECTION 17.2 - RATIFICATION AND AMENDMENT

This Agreement shall become effective when ratified by the Union and the City and signed by both parties as indicated below. Said Agreement may be amended and modified (during this term) only with mutual written consent of both parties.

SECTION 17.3 - TERM

This Agreement shall remain in full force and effect until April 30, 2027. Not earlier than sixty (60) days preceding expiration, either party may notify the other in writing of its desire to reopen this Agreement for negotiations.

CITY OF VILLA GROVE

TEAMSTERS LOCAL UNION NO. 26

CASSANDRA A. EVERSOL GUNTER
MAYOR

PATRICK A. G EASON
PRESIDENT

DATE: _____

DATE: _____