



CITY OF WASHINGTON, ILLINOIS

City Council Agenda Communication

Meeting Date: December 18, 2023

Prepared By: Jim Snider, City Administrator

Agenda Item: Resolution approving the attached Collective Bargaining Agreement between the City of Washington and Policemen's Benevolent Labor Committee (PBLC) Local from May 1, 2023, through April 30, 2026, and related bonus payments.

Explanation: The city has been negotiating a successor agreement over the past several months with the local PBLC. The City's bargaining unit and the local PBLC bargaining unit have reached a tentative agreement subject to Council approval for employee benefits and rules of operations. The summary of economic aspects of the agreement are as follows:

- Base Salary increase of 3% the first year, 3% second year, 3% third year. The 3% base salary increase is retroactive back to May 1, 2023, versus their current 2.5% base salary increase.
- \$6000 one-time payment to the union members to offset the impact of the generational inflation spike over the last two years
- Adding Juneteenth as a holiday
- Increasing the number of Personal Days from 1 to 2
- Adding the \$30/month "Gym Membership" reimbursement
- Field Training Officer – increase additional pay to \$1000 (currently \$750)
- Increase City contribution to Post-Employment Health Insurance Savings Plan (PEHP) to 1.75% of base wage (currently 1.5%).
- Increasing the life insurance per employee to \$50,000 (currently \$20,000)
- Enhanced uniform/equipment list of items
- Language change in Article 19 - Vacation Leave, allowing officers to take vacation time in 4-hour increments instead of just 8-hour increments.

Fiscal Impact: Sufficient funds have been budgeted for FY24 and will require additional funds for FY25, and FY26 to pay for the benefits outlined in the successor CBA.

Action Requested: I recommend the approval of the successor CBA with the police union as presented.

RESOLUTION _____

**APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY
OF WASHINGTON AND POLICEMEN'S BENEVOLENT LABOR COMMITTEE
FROM MAY 1, 2023, THROUGH APRIL 30, 2026, AND RELATED BONUS PAYMENTS**

WHEREAS, the City of Washington (the "City") is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, the Policemen's Benevolent Labor Committee (the "Union") represents the City's sworn peace officers with the rank of Patrol Officer; and;

WHEREAS, City staff and the Union negotiated a three-year collective bargaining agreement between the City and the Union in the form set forth in Exhibit A attached hereto and incorporated herein (the "PBLC CBA"); and

WHEREAS, the City's corporate authorities find that it is in the City's best interests for the promotion of the public health, morals and welfare to approve the PBLC CBA in accordance with the provisions of this Resolution; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, ILLINOIS:

SECTION 1: The recitals to this Resolution are true, correct, material, adopted, and incorporated herein by reference as if fully set forth as Section 1 to this Resolution.

SECTION 2: The City's corporate authorities approve, authorize, direct, and ratify the PBLC CBA in the same or substantially similar form as Exhibit A attached hereto and incorporated herein, and further authorize and direct the Mayor of the City to execute, and the City Clerk to attest, the PBLC CBA on behalf of the City.

SECTION 3: Pursuant to the additional agreement between the City and the PBLC, employees represented by the PBLC in the bargaining unit as of the date of ratification by both the PBLC and the City will each receive a Six Thousand Dollar (\$6,000.00) gross signing bonus following ratification by both parties.

SECTION 4: This resolution shall be in full force and effect from and after its passage and approval as provided by law.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS, that the PBLC CBA and related bonus payments are hereby approved.

DATED this 18th day of December, 2023.

AYES: _____

NAYS: _____

ATTEST:

Gary W. Manier, Mayor

Valeri L. Brod, City Clerk

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF WASHINGTON
AND
POLICEMEN'S BENEVOLENT LABOR COMMITTEE
REPRESENTING
THE CITY OF WASHINGTON POLICE DEPARTMENT
PATROL OFFICERS

ARTICLE 1 PREAMBLE	4
ARTICLE 2 RECOGNITION	4
ARTICLE 3 DUES DEDUCTION	4
ARTICLE 4 MANAGEMENT RIGHTS	5
ARTICLE 5 CONTINUITY OF SERVICES	5
ARTICLE 6 GRIEVANCE AND ARBITRATION	6
ARTICLE 7 ACCESS TO RECORDS	7
ARTICLE 8 DISCIPLINE AND DISCHARGE	7
Section 1 Cause	7
Section 2 Written Notice	8
Section 3 Disciplinary Action Subject to the Grievance Procedure	8
ARTICLE 9 BILL OF RIGHTS	8
ARTICLE 10 SENIORITY	8
ARTICLE 11 SHIFT BID	9
ARTICLE 12 TERMINATION OF SENIORITY AND EMPLOYMENT	9
ARTICLE 13 REDUCTION IN THE WORK FORCE	10
ARTICLE 14 CHEMICAL ABUSE POLICY	10
ARTICLE 15 LEAVES OF ABSENCE	12
Section 1 Sick Leave	12
Section 2 Sick Leave Buy-Back	13
ARTICLE 16 HOURS AND OVERTIME	13
ARTICLE 17 ACCUMULATION AND USE OF COMPENSATORY TIME	13
ARTICLE 18 HOLIDAYS	14
ARTICLE 19 VACATION LEAVE	15
Section 1 Vacation Leave Accrual Rates	15
Section 2 Vacation Leave Carry-Over	15
Section 3 Vacation Leave Buy Back	16
Section 4 Miscellaneous Provisions	16
ARTICLE 19.1 PERSONAL DAYS	16
ARTICLE 20 WAGES	17
Section 1 Base Wages	17
Section 2 Temporary Assignment	17
Section 3 Field Training Officer (FTO) Pay	17
Section 4 Canine Officer	17
ARTICLE 21 HEALTH/DENTAL PROGRAM	18
Section 1 Health Insurance Coverage	18
Section 2 Wellness Incentive	18
Section 3 Increases in Coverage Costs	18
Section 4 Changes in Plan Coverage and Health Insurance Committee	19
Section 5 Retiree Medical Insurance	19
Section 6 Post Employment Health Savings Plan	20
Section 7 Flexible Benefits/Section 125 Plan	20
ARTICLE 22 LIFE INSURANCE	20
ARTICLE 23 CALL BACK AND STANDBY	20
ARTICLE 24 COURT TIME COMPENSATION	21
ARTICLE 25 CLOTHING ALLOWANCE	21

ARTICLE 26 REPAIR OR REPLACEMENT	21
ARTICLE 27 INDEMNIFICATION	22
ARTICLE 28 LABOR-MANAGEMENT COOPERATION	22
ARTICLE 29 PBLC MEETINGS AND CONFERENCES	22
Section 1 Attendance at Lodge Meetings	22
Section 2 State or National Conferences	22
ARTICLE 30 BULLETIN BOARD	22
ARTICLE 31 FULL COLLECTIVE BARGAINING	23
ARTICLE 32 GENERAL	23
ARTICLE 33 IMPASSE RESOLUTION	23
ARTICLE 34 PRE-HIRE EMPLOYMENT AGREEMENT	23
ARTICLE 35 LATERAL TRANSFERS	24
ARTICLE 36 SAFETY.....	24
ARTICLE 37 GYM MEMBERSHIP.....	25
ARTICLE 37 DURATION AND SIGNATURE	25
Section 1 Term of Agreement	25
Section 2 Continuing Effect	25
SIGNATURES.....	25
APPENDIX A PAY PLAN	26
APPENDIX B SUMMARY OF BENEFITS	27-28
APPENDIX C AUTHORIZED UNIFORM/EQUIPMENT LIST	29
APPENDIX D DUES DEDUCTION FORM.....	30
APPENDIX E GRIEVANCE FORM.....	31
APPENDIX F PHYSICAL FITNESS INCENTIVE.....	32

ARTICLE 1 PREAMBLE

This agreement is entered into by and between the City of Washington, an Illinois municipal corporation (herein referred to as "CITY" or the "EMPLOYER") and the Policemen's Benevolent Labor Committee (PBLC), representing City of Washington, Illinois Police Officers (herein referred to as the "Union").

The purpose of this Agreement is to provide for an orderly collective bargaining relationship between the Employer and the Union representing the employees in the bargaining unit, to encourage and improve efficiency and productivity, and to prevent interruption of work and interference with the operations of the City. It is the intent of both the Employer and the Union to establish an entire Agreement covering rates of pay, hours of work, and other terms and conditions of employment for bargaining unit employees for the term of this Agreement, and to create a peaceful procedure for the resolution of differences.

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

ARTICLE 2 RECOGNITION

The City recognizes the Union as the exclusive bargaining representative for all sworn peace officers employed by the City of Washington with the rank of patrol officer.

The following positions are hereby specifically excluded from the bargaining unit: Chief of Police, Deputy Chief of Police, Part-Time Officers, Sergeants, all non-sworn employees and confidential, supervisory and managerial employees excluded by the Illinois Public Labor Relations Act (the "Act").

The Union in recognition of its responsibility as bargaining agent, agrees to represent all covered employees fairly, regardless of whether they are members of the Union.

ARTICLE 3 DUES DEDUCTION

While this Agreement is in effect, the City will deduct from each Union member's first paycheck of each month a sum of money for Union dues for each Employee in the bargaining unit who has filed with the City a voluntary checkoff authorization in a form supplied by the Union.

A Union member desiring to revoke the dues checkoff authorization may do so by giving written notice at least thirty (30) days prior to the effective date of the change to the City and to the Union.

If an employee has no compensation due for a given period, the City shall not be responsible for collection of said dues. The Union agrees to refund the employee any amounts of money paid in error by the City under this dues checkoff provision. The Union may change the dollar amount of dues not more than once each year during the life of this Agreement. The Union will give the City ninety (90) days written notice of any such change in the amount of dues to be deducted.

The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions herein. If an improper deduction is made, the Union shall refund directly to the employee any such amount and report same to the City in writing five (5) days prior to the issuance of the next payroll check. The employer shall provide a list of all employees covered by this Agreement along with the remittance of Union Dues and fair share withholdings once each month to the Policemen's Benevolent Labor Committee, 840 S. Spring, 1st Floor, Springfield, IL 62704.

ARTICLE 4 MANAGEMENT RIGHTS

The rights, powers, authorities and prerogatives, whether heretofore exercised or unexercised, and whether implied or expressed, shall be retained and reserved to the City except for those rights, powers, authorities and prerogatives which are expressly relinquished by the provisions of this Agreement. For purposes of illustration only, the enumeration of which shall not be construed to limit the immediately preceding language in any way, the right of the City to operate and manage its police and security forces, including, but not limited to, the rights to require efficient standards of performance; to maintain discipline, order and efficiency; to determine standards, procedures, and methods; to direct the force and determine assignments; to schedule work; to determine the quantity and types of equipment to be used; to abolish or create job classifications; to introduce new methods and facilities; to determine efficient staffing requirements; to determine the number and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to subcontract; to select and hire employees; to determine classifications for positions; to promote, demote, suspend, warn or otherwise discipline or discharge employees; to lay off employees; to recall employees; to determine that employees shall or shall not perform certain functions; to require overtime work; and to promulgate reasonable rules and regulations shall remain within the City's sole and exclusive discretion and control, except only as abridged or eliminated by the express provisions of this Agreement.

ARTICLE 5 CONTINUITY OF SERVICES

The City of Washington covenants and agrees that during the term of this Agreement and/or any extensions thereof there shall be no lockout.

The Union and the employees represented by it, and each of them, covenant and agree that during the term of this Agreement and/or any extensions thereof, there shall be no strike, work stoppage, boycott, picketing or honoring of same. "sick-in", "blue-flu", sympathy strike, slowdown, speed up or other similar activity, nor shall there be any aiding, encouraging, or condoning of same. Any officer who violates the provisions of this Continuity of Services obligation shall be subject to discipline which may include discharge, and the sole issue that may be raised in any proceeding where such discipline or discharge is challenged shall be a factual one, namely whether or not the person engaged in the prohibited conduct. This provision shall not be interpreted as prohibiting an employee from supporting some other bargaining unit and its members engaged in a labor dispute, provided such support does not in any way interfere with the employee's performance of duties.

ARTICLE 6 GRIEVANCE AND ARBITRATION

A grievance is defined as a dispute or complaint by an employee claiming that an express written provision of this Agreement has been violated, misinterpreted or misapplied, including matters of discipline, with the following exceptions:

- (1) any dispute or complaint concerning oral or written reprimands may not be grieved: written reprimands issued by the City shall not be considered for purposes of progressive discipline if no further discipline is issued to the officer after a period of two (2) years from the date of issuance. However, such disciplines will remain in the employee's personnel file."
- (2) disciplinary matters which involve discharge or suspensions without pay in excess of five (5) days may not be grieved and shall be subject to the exclusive jurisdiction of the Washington Police Commission; and
- (3) specific provisions hereof, if any, which expressly preclude resorting to the grievance procedure may not be grieved.

Probationary employees may not grieve any matter of discipline or discharge.

First Step: The Union shall present, in writing, in duplicate the grievance to the grievant's immediate supervisor (Sergeant) or his or her designee, who shall in turn give written response within ten (10) calendar days.

Second Step: If the grievance cannot be resolved at the first step, the Union shall have the option of requesting in writing that the grievance be advanced to the level of the Chief of Police or his or her designee within ten (10) calendar days after receiving the denial at Step 1. The Chief of Police or his designee shall hear the grievance within twenty (20) calendar days from receipt of the written request and shall give a written response on the grievance and communicate it to the Union within ten (10) calendar days after the hearing.

Third Step: If the grievance cannot be resolved at the second step, the Union, upon written notice within ten (10) calendar days after the deadline for the written response of the Chief of Police, shall have the option of referring the grievance to arbitration. Unless the parties agree to the selection of an arbitrator within ten (10) calendar days of such written notice, the Federal Mediation and Conciliation Service will be requested to provide a panel of seven arbitrators. The parties will determine by coin toss which shall have a right to strike the first name. Thereafter, the other party shall strike one of the remaining names and thereafter each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be final and binding on the parties. No more than one grievance can be submitted to the same arbitrator, except by the mutual agreement of the Union and the City.

The arbitrator's fees and expenses and the costs of transcripts and room rental shall be borne equally by the parties. Neither the grievant(s) nor the Union representative will be paid for

any time associated with the grievance and arbitration procedures unless mandated by law. In an arbitration, each party will be responsible for compensating its own representatives and witnesses.

In matters other than discipline, if the position of the City can be reasonably interpreted as not being a violation, misinterpretation or misapplication of any term or terms of this written Agreement, the grievance shall be denied. Only if a reasonable basis for the City's position cannot be found shall the grievance be sustained.

No grievance shall be considered unless written and filed within ten (10) calendar days after the affected employee or anyone of the group of affected employees had knowledge of the existence of the facts underlying said grievance. The written grievance shall be dated and signed by the employee or employees, and the Union Representative. The written grievance shall contain a brief description of the grievance, the provision(s) of this Agreement allegedly violated, and the remedy sought.

The failure of a grievant or the Union to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and the grievance shall be considered to be settled on the basis of the City's last answer. The failure of the City to give an answer within the time limits shall be considered a denial and permit the grievant to proceed to the next step. The time limits may be extended by mutual agreement in writing.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement.

The City and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the Union retain the right to employ legal counsel.

Nothing in this Agreement prevents an employee from presenting a concern to the City and having this concern discussed and settled without the necessity of entering into the grievance procedure.

ARTICLE 7 ACCESS TO RECORDS

The Union or a duly designated representative shall have the right, upon reasonable request to the Chief of Police or his designee, to examine time sheets and other records concerning the compensation of any employee, whose pay is in dispute at any reasonable times and with the affected employee's written consent.

The Employer and the Union agree to abide by the procedure set forth in the Illinois Personnel Record Review Act (currently 820 ILCS 40/0.01 et. seq.), as amended from time to time.

ARTICLE 8 DISCIPLINE AND DISCHARGE

Section 1. Cause

Probationary employees shall be considered at will and not subject to the just cause standard for discipline.

The City agrees that any disciplinary action taken as to non-probationary employees shall be for just cause.

The City further agrees that disciplinary action shall be taken in such a manner so as to not embarrass an employee in the presence of co-workers or others, if circumstances permit.

The City will make its best efforts to impose discipline as promptly as possible to assure that disciplinary action is not unreasonably delayed.

Section 2. Written Notice

The Officer shall be notified in writing of disciplinary action imposed (other than oral reprimands), be advised of the specific nature of the offense and be given direction as to future behavior.

Section 3. Disciplinary Action Subject to the Grievance Procedure

Disciplinary action by the Employer for suspensions without pay for five days or less shall be subject to the provisions of Article 6, entitled "Grievance Procedure". The provisions of the Rules and Regulations of the Washington Police Commission shall control all discipline and discharge matters which involve discharges or suspensions without pay in excess of five (5) days. An Officer whose case is before said Commission may, upon request, be represented by a Union Representative or an attorney, or both.

ARTICLE 9 BILL OF RIGHTS

The Employer and the Union agree to abide by the procedures set forth in the Peace Officers Bill of Rights (currently 50 ILCS 725/1 et seq.) as same may be amended from time to time, except that the chemical test requirements of Section 2564 shall be inapplicable.

Double taping with a tape made available to the officer upon request shall constitute full compliance with Section 2560 (Record of Interrogation Transcript). If the tape is requested by the officer at any time, said request shall be immediately granted upon completion of interrogation.

Nothing in this section is intended or should be construed to waive an Employee's right to union representation during questioning that the employee reasonably believes may lead to discipline.

ARTICLE 10 SENIORITY

The City shall prepare a list setting forth the seniority dates for all officers covered by this Agreement each January 1st. Said list shall finally resolve all questions of seniority. Rank on the Final Eligibility Register shall be the determining factor in the event of a conflict between officers hired on the same day. Disputes as to seniority listing shall be subject to the grievance procedure only if the employee affected is listed for the first time or if the seniority date of the employee affected is different from that in the prior year's listing. A copy of the Seniority List shall be supplied to the Union.

ARTICLE 11 SHIFT BID

Patrol shifts and days off shall be generally assigned by allowing officers to bid according to seniority. Probationary employees, detectives, School Resource Officers, and Community Resource/Dare Officers and any other position(s) required to work a specific shift shall not be subject to the bidding procedure.

A shift bid shall occur during the month of November of each year with the bid results to be in effect the first Thursday in January. A shift bid shall occur during the month of May of each year with the bid results to be in effect the first Thursday in July. While the department shall generally follow the shift bid procedure, nothing herein shall preclude the Chief of Police from temporarily transferring or reassigning personnel to another shift consistent with the operational needs of the department for a period not to exceed thirty (30) consecutive days. It is understood that no single officer shall be transferred more than once in any calendar year without documented operational need.

In the event the Chief of Police determines that a permanent transfer from one shift to another is necessary for the operational needs of the department, the affected officer(s) shall be notified in writing no less than seven (7) working days in advance of the proposed transfer. For purposes of this Article, "permanent transfer" is defined to include any shift transfer intended to last for the duration of the bidded shift year.

The Department shall select individuals for changed schedules in the following manner: After determining the shift schedule(s) from which to select an officer whose schedule is to be changed, the Department will first offer the changed schedule to volunteers in seniority order from the affected schedule. If there are no volunteers or an insufficient number of volunteers, the Department may then assign an officer from an affected shift in inverse order of seniority. Such change in schedule shall not be permitted to interfere with previously scheduled vacation time unless the affected officer agrees.

No transfer or reassignment shall be punitive in nature or be done as an administrative favor. The affected officer shall have no right to grieve such a transfer or reassignment unless there is no other plausible explanation for the transfer or reassignment other than the transfer or reassignment was made as punishment of the affected officer or as an administrative favor to another, less senior officer.

ARTICLE 12 TERMINATION OF SENIORITY AND EMPLOYMENT

Seniority and the employment relationship shall be terminated when an Employee:

- (a) quits;
- (b) retires or is retired;
- (c) is discharged for just cause;
- (d) fails to report, without prior notice, for work for two (2) consecutive working days except for circumstances completely out of his control;

- (e) is laid off without pay and fails to make written application to be reinstated to his or her position within thirty (30) days after notification, all pursuant to 65 ILCS 5/10-2.1-18, as amended from time to time.

does not report to work immediately following termination of a scheduled vacation or conclusion of sick leave except for circumstances beyond his control;

does not report for work after a leave of absence within the time requirements set forth in 65 ILCS 5/10-2.1-24.

is permanently disabled; for purposes of this provision, a person shall be considered permanently disabled when he or she is injured or becomes ill other than in the performance of his or her duties as a police officer and because of such injury or illness is unable to perform his or her duties for a period of twelve (12) months.

is laid off without pay for a period in excess of thirteen (13) months; however, recall rights would continue as provided in Article 13 of this Agreement;

accepts employment elsewhere except on the express written consent of the Chief. Such consent shall not be unreasonably withheld. It is understood that employees on layoff status may seek interim employment elsewhere and written consent of the Chief is hereby conferred.

ARTICLE 13 REDUCTION IN THE WORK FORCE

When the force of the police department is reduced and positions are displaced or abolished, seniority shall prevail and the officers so removed from the service of the police department shall be considered laid off without pay from the position from which they were removed.

If an officer is laid off for less than 13 months, and if such position is reinstated, he shall be entitled to the notice of reinstatement and prior right to such position if otherwise qualified as provided in 65 ILCS 5/10-2.1-18 of the Illinois Compiled Statutes. Under no circumstances is the above language intended to prevent reorganization of the City Police Department for a legitimate reason.

ARTICLE 14 CHEMICAL ABUSE POLICY

- (1) An employee will be permitted to take an unpaid leave of absence for the purpose of undergoing treatment pursuant to an approved alcohol or drug use clinic or facility. The leave of absence must be requested prior to the commission of any act subject to disciplinary action.
- (2) Any leave of absence pursuant to paragraph (1) above shall be on a one-time basis and shall be for a maximum of sixty (60) days, but same may be extended for an additional thirty (30) days by mutual agreement for good cause shown. Accumulated sick and vacation time may be used on said leave. While on such leave, the employee shall not accrue any of the benefits provided by this Agreement or any Letter of Understanding attached hereto.

- (3) An employee requesting to return to work from a leave of absence for drug and/or alcohol use shall be required to present evidence of successful completion of treatment or a rehabilitation program at or sponsored by a recognized hospital, clinic, facility or agency.
- (4) Upon written evidence of successful completion of treatment of the rehabilitation program and passing the alcohol and/or drug test, the employee's leave will be terminated and the employee will return to active status in the same manner as other employees returning from leaves of absences. Any employee returning to active status after drug treatment or rehabilitation shall be subject to random testing by the City for a period of two (2) years.
- (5) The Employer shall have the right to request an employee to submit to chemical and/or alcohol testing if a reasonable basis for such request exists. Random testing shall not be used to gain a reasonable basis for such request.
- (6) In conducting the testing authorized by this Agreement, the Employer shall:
 - (a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the U.S. Department of Health and Human Services.
 - (h) have in place a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result.
 - (c) collect a sufficient sample of the same bodily fluid or material from an Officer to allow for initial screening, a confirmatory test, and a sufficient amount to set aside and to reserve for later testing, if requested by the Officer within 72 hours of receiving the results of the initial test.
 - (d) collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration.
 - (f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by Gas Chromatography Mass Spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
 - (g) provide the Officer tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the Officer's own choosing, at the Officer's own expense; provided the Officer notifies the Employer within seventy-two (72) hours of receiving the results of the initial test, which laboratory or hospital shall have the same qualifications as set forth in sub-paragraph (a) of this paragraph 6.
 - (h) the Employer shall provide each Officer tested with a copy of all information and reports received by the Employer in connection with the testing and the result.

For purposes of this policy and agreement, a test for the presence of drugs shall be deemed positive where the concentration of an illegal or non-prescribed drug found in the sample is at or above the levels established by federal or state regulation on drug testing, or with respect to illegal, designer drugs, is found to be present.

For the purpose of determining whether the officer is under the influence of alcohol, test results showing an alcohol concentration of .02 or more based upon the grams of alcohol per 100 milliliters of blood, shall be deemed positive and demonstrate the employee to be under the influence of alcohol;

- (7) If the initial and the confirmatory test prove positive, the employee shall be subject to disciplinary action, which may include discharge. Any matter of discipline arising hereunder currently subject to Police Commission rules shall remain subject to same.
- (8) Any officer whose said tests prove positive may, within forty-eight (48) hours of learning of said results, request an unpaid leave of absence, which request shall be submitted to the Police Chief and which shall not unreasonably be denied. The granting of unpaid leave of absence shall not limit in any way the Police Commission or the chief dispensing disciplinary action against the officer, including a possible suspension or discharge.
- (8) All costs of testing pursuant to this Chemical Abuse Policy, except the additional sample test pursuant to subparagraph (f), shall be borne by the City.

ARTICLE 15 LEAVES OF ABSENCES

Section 1. Sick Leave

Paid Sick Leave shall be credited to all employees covered by this Agreement, as follows: on the date of initial employment, employee will be credited with twelve (12) sick leave days; and beginning with the end of the thirteenth month of employment, employee shall be credited with one sick leave day per month. Sick leave days may be accumulated and accrued to a maximum of 120 days.

Use of sick leave shall be allowed only in the case of necessity and actual sickness or disability of the employee, or because of illness, birth, or death in his immediate family, or to meet dental appointments, eye appointments, or doctor's appointments. The City agrees to allow officer's use of sick leave without loss of pay for up to three consecutive calendar days, including the day of the funeral, as a result of death in the immediate family, provided the officer attends the funeral; an additional three consecutive days use of sick leave may be granted by the Chief of Police for such use upon a showing of demonstrated need, unless there are legitimate operational needs justifying denial of request. There will be no pay for an unscheduled day. Immediate family shall be defined as the officer's mother, father, wife, husband, grandparent, child (including step or adopted), sister or brother (including half or step), and grandchild, mother-in-law and father-in-law.

To receive compensation while absent on sick leave the employee shall notify his immediate supervisor prior to or as soon as possible after the time set forth for the beginning of his daily duties, or as may be specified by the Chief of Police.

The Chief of Police may require verification for any absence, including, but not limited to sick leave. Verification shall be considered to have been provided by submitting a physician's written statement. Claiming sick leave under false pretense may be cause for disciplinary action. Employees may use available vacation time or compensatory time in lieu of sick leave, provided

that all earned sick leave has first been exhausted. The use of vacation time or compensatory time for sick leave purposes must first be approved by the Chief of Police, which shall not be unreasonably denied.

Section 2. Sick Leave Buy-Back

Upon request, employees may be paid for all unused sick leave earned as of the end of each November, provided the employee has accumulated a minimum of four hundred (400) hours of earned sick leave to be carried over and saved. Sick leave buy-back shall be paid in a separate check.

Upon termination, employees shall be paid for all unused sick leave, computed at the rate of one (1) day of sick leave for each full month of employment. Conversely, terminated employees in arrears (deficit sick leave) shall reimburse the City at same rate as earned, e.g. eight days used - six days earned = reimburse the City for two days. Notwithstanding the above, no active employee shall be paid for more than ninety-six (96) hours in any calendar year.

ARTICLE 16 HOURS AND OVERTIME

For purposes of this Article, regular hours of work shall be defined as forty (40) hours per work week. For purposes of determining overtime eligibility, hours worked shall be defined as hours actually worked, vacation leave, and compensatory time taken off. Sick leave, holidays, and other paid or unpaid leave shall not be considered hours worked. Hours worked in excess of forty (40) in any work week shall be considered overtime and will be compensated at the rate of time and one-half (1½) the employee's regular hourly rate of pay. All mandatory overtime shall be compensated at the time and one-half (1½) rate.

Compensation for overtime shall be either in pay or compensatory time off, whichever the employee elects up to the maximum accrual of one hundred sixty (160) hours. After accumulating one hundred sixty (160) hours of compensatory time, compensation for overtime shall be in pay.

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

Filling in for a shift, working high school sporting events, working traffic details, and securing a crime scene for more than twenty-four hours shall first be offered to officers covered by this agreement. However, nothing in this Agreement shall be construed as a guarantee of hours of work.

ARTICLE 17 ACCUMULATION AND USE OF COMPENSATORY TIME

Employees covered by this Agreement shall be allowed to accumulate no more than one hundred sixty (160) hours of compensatory time. Compensatory time off shall be granted at such times and in such time blocks as are mutually agreed upon between the involved officer and the Chief of Police. Permission to utilize compensatory time off shall not be unreasonably denied by the Chief of Police if operations will not be adversely affected.

An officer may not accumulate compensatory time if the City is being reimbursed for the officer's service. An officer may not accumulate compensatory time if he/she is filling an overtime shift for someone who is off on compensatory time. An officer may not accumulate compensatory time if he/she is filling an overtime shift for someone who is off on a personal day. In the event that an officer is ordered in to work, the officer may choose to take the time worked as compensatory time or pay, regardless of the type of time taken off to cause the order in.

An officer may not use more than one hundred sixty (160) hours of compensatory time during a fiscal year.

ARTICLE 18 HOLIDAYS

New Year's Day, Easter, Memorial Day, Juneteenth (effective 2024), Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, Washington's Birthday, and Martin Luther King, Jr. Day shall be designated as legal holidays.

Employees who work a legal holiday shall receive eight (8) hours regular pay for the holiday plus double time pay or compensatory time off for the first eight (8) hours worked on the holiday. Time worked in excess of eight (8) hours on a holiday shall be compensated at two and one-half (2 1/2) times the regular hourly rate. Employees who are not scheduled to work a legal holiday, but who are called in to work such holiday shall receive pay or compensatory time off at the rate of two and one-half (2 1/2) times their regular hourly rate for all time worked on the holiday. Employees who are scheduled to work, but who use a sick leave day on the holiday, shall not be eligible for the eight (8) hours regular pay at straight-time for the holiday.

When a legal holiday falls on an officer's designated day off, the officer shall receive eight (8) hours regular pay at straight-time for the holiday.

In order to qualify for holiday pay, the employee must work the full scheduled shift on his or her last scheduled day before and the first scheduled day after the holiday. An officer on approved time off for vacation, City mandated training or compensatory time on either of the above-referenced shifts shall not be in violation of this provision.

ARTICLE 19 VACATION LEAVE

Section 1. Vacation Leave Accrual Rates

Full time officers shall earn and accrue annual paid vacation leave in accordance with the following schedule:

For Year No.	Annual Accrual (Hours)	Accrual Rate/Each of 24 Periods/ Year (Hours)
1	40	1.667
2	80	3.333
3	80	3.333
4	80	3.333
5	80	3.333
6	88	3.667
7	96	4.000
8	104	4.333
9	112	4.667
10	120	5.000
11	128	5.333
12	136	5.667
13	144	6.000
14	152	6.333
15	160	6.667
16	168	7.000
17	176	7.333
18	184	7.667
19	192	8.000
20 & over	200	8.333

Vacation leave accrual rates shall be based on length of employment, not on a calendar or fiscal year basis.

Section 2. Vacation Leave Carry-Over

Accrued but unused vacation leave may be carried over from one calendar year to the next subject to the following:

Employees with less than one year of service on the first December 31st following their date of hire shall be allowed to carry-over accrued vacation leave in an amount not to exceed 40 hours.

Employees with greater than one year of service shall be allowed to carry-over accrued vacation leave in an amount not to exceed 1.5 times the amount of vacation leave hour earned in the previous year.

All accrued and unused vacation leave in excess of the above defined carry-over maximums shall be forfeited. Notwithstanding the other provisions of this Article, in the event the

City finds it necessary to cancel previously approved vacation leave scheduled for the month of December, such cancelled leave shall not be forfeited and shall be carried forward into the next succeeding calendar year.

Section 3. Vacation Leave Buy Back

The City may buy and the Employees may sell accrued, but unused vacation leave without any requirement for additional collective bargaining, subject to the following conditions:

- (a) The Chief of Police may offer to buy back unused vacation leave each year and, if so, said offer shall be given, in writing, to all Employees on or before November 1;
- (b) Employees desiring to sell back unused vacation leave shall give written notice no later than November 21 to the Chief of the amount of time to be sold back;
- (c) The Chief shall notify the Employee of the amount of vacation leave the City will buy back by November 30;
- (d) Only vacation leave in excess of the maximum carryover amounts_ specified in Section 2 above may be purchased.
- (e) Employees shall be paid for vacation leave bought back by the City at the Employee's current rate of pay at the time of the buyback.

Section 4. Miscellaneous Provisions

Newly hired employees may begin using accrued vacation leave on and after the completion of six (6) months of consecutive full-time employment.

Vacations shall be scheduled and approved in advance by the Chief of Police or his designee consistent with the operational and staffing needs of the department. Vacation leave shall normally consist of a minimum of five (5) consecutive work days; however, employees may request vacation leave of shorter duration as long as said leave is in consecutive four (4) or eight (8) hours increments.

ARTICLE 19.1 PERSONAL DAYS

In addition to the existing one (1) personal day awarded January 1, 2023, employees will be granted an additional one (1) personal day upon ratification of this Agreement. Each Officer shall be granted two (2) personal days at the beginning of each calendar year beginning 2024. Each officer can utilize one (1) sick day as a personal day during a calendar year. An officer may not use more than three (3) personal days throughout a calendar year. Personal days off shall be granted at such times and such time blocks as are mutually agreed upon between the involved Officer and the Chief of Police, or his/her designee. Permission to utilize personal days shall not be unreasonably denied by the Chief of Police, or his/her designee, if operations will not be adversely affected. Any personal days not used at the end of the calendar year will not be carried over to the following year, and the Officer will be paid at his/her regular straight time rate of pay for any unused personal days. Officers who resign, retire, or are discharged for any reason, shall not be entitled to payment of any unused personal days.

A personal day must be taken as an entire shift, or eight (8) hour block. An Officer may not accumulate compensatory time if the Officer is filling in for a shift due to another Officer off on

a personal day. Any personal time off shall be treated the same as compensatory time/vacation time off when calculating overtime compensation.

ARTICLE 20 WAGES

Section 1. Base Wages

Patrol Officers shall be compensated in accordance with the Pay Plan as attached hereto by reference as Appendix A. Wages shall be paid retroactively to May 1, 2023 for employees on the payroll at the time of ratification of this Agreement. [May 1, 2023 — 3.0% to all cells; May 1, 2024 — 3.0%% to all cells; May 1, 2025 — 3.0% to all cells]

Section 2. Temporary Assignment

When, in the discretion of the Police Chief, he assigns an officer to temporarily assume the duties of a Sergeant for a period of five or more consecutive days, the officer shall receive a stipend of 5% of his/her regular hourly rate of pay for all hours worked during the temporary assignment. This provision shall not apply whenever a patrol officer is offered and voluntarily accepts the opportunity to perform Sergeant's duties for the purpose of evaluating proficiency in performing Sergeant's duties in conjunction with a promotional process.

Section 3. Field Training Officer (FTO) Pay

Officers who are designated by the Chief of Police as a field training officer at the beginning of a fiscal year shall, for that fiscal year only, have an additional One Thousand Dollars (\$1,000) added to their base wage. If there is a change in the officer's FTO status during the fiscal year, the officer's base wage shall be adjusted accordingly on a pro rata basis.

Section 4. Canine Officer

Officers who are designated by the Chief of Police as a Canine Officer shall have an additional fifteen hundred dollars (\$1500.00) added to their base wage for the following required off-duty home canine care activities:

- A. Cleaning dog's kennel or other place where the dog is kept, and cleaning up after the dog
- B. Feeding
- C. Exercising on off-duty days
- D. Emergency trips to veterinarian
- E. Grooming

The City will pay any and all costs associated with the construction of the kennel facility at the private residence of the Canine Officer.

ARTICLE 21 HEALTH/DENTAL PROGRAM

Section 1. Health Insurance Coverage

The Summary of Benefits currently offered is marked Exhibit B and attached hereto. The City shall have the right to change carriers, self-insure, reimburse employees or utilize any combination of same at any time from time to time during the term of the Agreement. The City may modify benefits during the term of this Agreement only pursuant to Section 5 below.

Section 2. Wellness Incentive

As a wellness incentive the City shall reward qualifying employees by crediting toward their contribution for health insurance premium cost \$10/month for those selecting single coverage and \$25/month for those selecting family coverage. To qualify, the employee must:

- (a) Submit to the City an annual certification from a physician documenting that the employee has had a physical check-up which included as a minimum a review of the employee's family medical history; blood testing consisting of at least a CBC (complete blood count), a CMP (complete metabolic profile) and an FLP (fasting lipid profile); and check of blood pressure. The results of the examination and testing shall not be disclosed to the City. The parties understand that the intent of this requirement is that the employee be informed of his or her personal health condition and risks based upon the testing and family medical history. The City is entitled only to confirmation that the employee has received the physical check-up consisting of the elements described here and has reviewed same. Employees are encouraged to participate in the blood screenings offered at the Health Fair or to submit testing results to the company providing the services within the required timeframe whenever possible.
- (b) Attend the required number of wellness events as determined by the Health Insurance Committee on an annual basis.

A separate non-tobacco incentive is available in the amount of \$15 for single coverage and \$25 for family coverage for any employee who totally abstains from the use of any tobacco or nicotine products of any kind and certifies to such abstinence to the City on an annual basis.

The City (or its insurance company in the case of coverage by IPBC) shall be responsible for the cost of the tests referenced in (a) above when such tests are administered as part of the Health Fair; otherwise the costs will be considered as wellness claims through the Health Plan. The credit toward the contribution for health insurance shall commence the month next following the receipt by the City of the physician's certification and continue for the remainder of the calendar year. For annual certifications due in December, the incentive will be in place for the following calendar year.

Section 3. Increases in Coverage Costs

Any increase in the cost of premium during the term of this Agreement shall be shared equally between the City and employees, except that in no event shall the employee contribution toward the health insurance premium for family coverage be increased by more than \$150.00 per month from one year to the succeeding year and in no event shall the employee contribution toward the health insurance premium for single coverage be increased by more than \$100.00 per month from one year to the succeeding year.

Section 4. Changes in Plan Coverage and Health Insurance Committee

Before the City makes any changes in plan benefits the changes shall first be submitted to the Health Insurance Committee, which shall consist of five members. The City Administrator and one elected officials appointed by the Mayor (or two elected officials if no City Administrator) shall serve on the Committee, together with one member chosen by the laborers' bargaining unit, one member chosen by the police officers' bargaining unit and one employee who is not a department head and not in a bargaining unit designated by the City Administrator, but subject to approval by a majority of the other four members of the Committee. If no majority votes to approve the designation, the union members shall choose a candidate who is not a department head and not in a bargaining unit, and a flip of a coin shall determine if the City Administrator's designee or union members' selection shall serve on the Committee.

In the event that one of the City's two bargaining units fails to designate a person to serve as a member of the Health Insurance Committee the other bargaining units, may choose an additional member. In no event will there be more than five members total on the Committee nor less than two members designated by one or more bargaining unit. A majority vote of the Health Insurance Committee shall be required before making any substantial changes in plan benefits.

The Committee shall be co-chaired by the City Administrator and another member elected by a majority of the union members. Except for the City Administrator and elected officials, Committee members shall be currently enrolled in the City's health insurance plan. A bargaining unit member of the Committee, however, may designate another bargaining unit member who is not currently enrolled in the City's health insurance plan to attend Committee meetings in his/her stead, but such person shall have no vote. The co-chairs of the Committee will be responsible for scheduling meetings and preparing written information for the meeting. The City shall be responsible for providing minutes and meeting the other administrative needs of the Committee. Each Committee meeting, whether regular or special, shall follow an official agenda prepared and distributed at least forty-eight (48) hours in advance of said meeting. Agenda items for consideration may be placed in writing by any member on the Committee; however only items placed upon the official agenda shall be discussed during any Committee meeting. Other items not on the agenda may be only discussed, in a non-binding fashion, if approved by the majority of those members in attendance. Official agendas shall be prepared by the Committee co-chairs through input from the Committee members.

The Committee shall meet quarterly on a regular basis, preferably on an established regular meeting date. The Committee may meet more frequently if needs require. Special meetings may be called upon demand of any two of the members submitted in writing to the co-chairs. Meetings shall be called with a minimum of ten working days' notice to the members. Working days shall be defined as days that the City Hall is open for business. Employees who are on duty shall be granted time off from work with pay to attend meetings. There shall be no compensation paid by the City for attendance at meetings when employees are not on duty. Any member of the Committee who cannot attend a meeting may send an alternate, which alternate shall be entitled to vote.

Section 5. Retiree Medical Insurance

Any officer who retires with twenty (20) or more years of City of Washington police service and who has reached the age of fifty (55) years, shall receive the same medical/dental insurance coverage and benefits as are provided to all other members of the collective bargaining unit and at the same premium cost as that paid by members of the collective bargaining unit until the age

of sixty-five (65) or when eligible to receive Medicare benefits, whichever occurs first. In the event that a retiree obtains employment that includes health insurance as a benefit, the City's health insurance coverage shall become "secondary".

The parties agree that the benefits defined in this section are strictly limited to those retirees currently receiving said benefit and those employees with ten (10) or more year's seniority with the Washington Police Department as of May 1, 2006.

Those employees with ten (10) or more year's seniority as of May 1, 2006 may elect to forfeit their eligibility to participate in the medical/dental insurance coverage and benefits described in this section. Said election shall be made in writing on or before May 1, 2007 and, once made, shall be permanent and irrevocable. Those electing to forfeit their eligibility shall receive the benefits described in Section 5 of this Article.

Section 6. Post Employment Health Savings Plan

Employees with less than ten (10) years seniority with the Washington Police Department as of May 1, 2006 will participate in the Post Employment Health Savings Plan in lieu of the retiree health plan provided in Section 4 above. The Employer shall make contributions to each employee's Post Employment Health Savings Plan in an amount equal to 1.75% percent of each officer's base wage.

The Employer shall provide for pre-tax payroll deduction on a voluntary basis for employees who elect to contribute to their own Post Employment Health Savings Plan.

Employees who qualify under the provisions of this section, and who retire with twenty (20) years of service with the City of Washington Police Department and who have reached the age of fifty-five (55) years will be eligible to purchase the health insurance offered to active members of the bargaining unit until the age of sixty-five (65) or when eligible to receive Medicare benefits, whichever occurs first, provided they pay the full monthly premium cost of said coverage.

Section 7. Flexible Benefits/Section 125 Plan

The Employer will continue to make available to bargaining unit employees the flexible benefits/Section 125 Plan made available to all other employees and under the same terms as made available to all other employees.

ARTICLE 22 LIFE INSURANCE

The City shall maintain on the life of each employee covered by this Agreement term life insurance in the amount of \$50,000 within 30 days after ratification of this Agreement.

ARTICLE 23 CALL BACK AND STANDBY

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. Officers called back to work shall receive pay for a minimum of two (2) hours worked (at their time and one-half hourly rate) or for the actual hours worked, whichever is greater.

ARTICLE 24 COURT TIME COMPENSATION

All officers reporting for court during off-duty status shall be compensated at a minimum of two (2) hours for any court appearance or actual hours worked, whichever is greater.

Officers on duty are not entitled to court pay until their duty day has ended. Those off duty are entitled to court pay until their duty time starts. Straight time or time and one-half compensation is governed by the forty (40) hour rule.

Officers on standby shall be compensated at the rate of two (2) hours straight time pay.

ARTICLE 25 CLOTHING ALLOWANCE

All new hires shall receive the clothing and equipment listed in Appendix C, attached hereto and by reference expressly made a part hereof. All such clothing and equipment shall be provided and paid for by the City and shall be returned to the City if the new hire fails to successfully complete his or her probationary period. Furthermore, all officers shall return all items purchased by the City, subject to the exceptions specifically denoted in Appendix C, in good condition to the department upon separation, normal wear and tear excepted, and prior to the release of the final paycheck.

After the initial purchase of items by the City for new hires, the City's obligation for replacement clothing and equipment for each officer for each fiscal year (May 1 through April 30) shall be \$790.00 for patrol officers and \$890.00 for investigators and School Resource Officers. One half of these amounts will be paid by separate check on or before October 1st and April 1st to each active officer, provided that the City's total obligation for any fiscal year shall be limited to the maximum amounts specified above, \$790.00 and \$890.00 respectively. Officers hired in the previous fiscal year or officers who are off-duty for more than 30 consecutive calendar days shall receive only a pro-rata portion of the allowance.

It shall be the responsibility of each officer to fully comply with all Police Department rules and regulations concerning the condition and appearance of uniforms and equipment. An approved uniform list will be provided by the City. In the event an officer appears for duty with or wearing items not approved by the City, the officer will be sent home without pay until in compliance with the approved uniform list.

The City shall provide ballistic vests for all full-time officers upon initial hire. The City shall replace ballistic vests, at the City's expense, pursuant to the manufacturer's recommendation. All ballistic vests issued shall be rated NIJ 111a or better. All ballistic vests issued shall be properly fitted to each individual officer.

ARTICLE 26 REPAIR OR REPLACEMENT

The City agrees to pay ordinary and reasonable expenses for the replacement of an officer's personal property if the damage, loss, or breakage occurs during the course of the employee's duties and is the result of physical force or an attack by another person. Any damage, loss or breakage must be documented, as well as the incidents surrounding same.

Upon payment by the City to an officer, the City shall be subrogated to the rights of the officer with regard to the damage, loss, or breakage and the officer shall execute any and all documents necessary to assign his interest in the claim to the City. Further, the officer shall cooperate fully with the City in pursuing a claim or claims against third parties to recover for the damage, loss, or breakage.

ARTICLE 27 INDEMNIFICATION

The City will comply with the requirements of 65 ILCS 5/1-4-6 or its successor provisions, as amended from time to time. Under no circumstances is the above language to be construed as prohibiting the City from purchasing insurance for such circumstances, whether same be in an amount greater than, or equal to, any indemnification sum specified in said 65 ILCS 5/1-4-6 or its successor provisions, as amended from time to time.

ARTICLE 28 LABOR-MANAGEMENT COOPERATION

The City and the Union agree to cooperate with each other in matters of the administration of this Agreement. The open door policy of the Police Chief shall remain in effect for officers in the unit and shall be extended to the designated Union representative. Under no circumstances, however, will City funds in the form of salaries or otherwise be used to further the Union, its activities, or to assist it in dealing with the City concerning administration of this Agreement.

ARTICLE 29 PBLC MEETINGS AND CONFERENCES

Section 1. Attendance at Lodge Meetings

Subject to the need for orderly scheduling, reasonable operational needs, and emergencies, the Employer agrees that one elected official of the Board of Directors of the Union shall be permitted reasonable time off, without pay, to attend a general, board or special meetings of the Union, not to exceed one per month, provided that at least two weeks' notice of such meetings shall be given in writing to the Employer, and provided further that the name of such officials shall be certified in writing to the Employer.

Section 2. State or National Conferences

Any employee chosen as a delegate to a Union state or national conference will, upon written application approved by the Union and submitted to the City with at least forty-five (45) days notice, be given a leave of absence without pay for the period of time required to attend such conference unless same cannot be granted or must be canceled due to operational needs or emergency. This period of time shall not exceed three (3) days for state conferences and one (1) week for the national conferences. No more than one employee shall attend any conference, whether state or national.

ARTICLE 30 BULLETIN BOARD

The City will designate an appropriate area for the posting of matters directly relating to Union activities.

ARTICLE 31 FULL COLLECTIVE BARGAINING

This Agreement represents complete collective bargaining and full agreement by the parties with respect to all bargainable matters and the parties agree that all subjects not herein covered have been permanently waived for the duration of this Agreement. This Agreement supersedes all prior practices and agreements unless expressly stated to the contrary herein. The Employer agrees to abide by the Illinois Labor Laws in regard to any changes of policy not covered herein, that are required by law to be bargained, prior to implementing said changes.

ARTICLE 32 GENERAL

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes or ordinances, the parties agree to meet upon the request of either party to negotiate concerning same. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Except as same may directly conflict with the substantive language of any provision herein, the rules and regulations of the Police Department, its Orders, the personnel practices and procedures of the City, and the Police Commission, as same may be amended from time to time, shall be effective and binding as to unit employees.

All article and section titles and captions contained herein are for reference and convenience purposes only and shall not be deemed a part of the context of this Agreement.

ARTICLE 33 IMPASSE RESOLUTION

Impasse resolution at the expiration of this Agreement shall be in accordance with the provisions specified in the Illinois Public Labor Relations Act (currently 5 ILCS 315/4) as amended from time to time. The parties shall simultaneously exchange final offers on each issue legitimately in dispute no less than seven (7) calendar days prior to the first day of the interest arbitration hearing.

ARTICLE 34 PRE-HIRE EMPLOYMENT AGREEMENT

The City may enter into pre-hire employment agreements with new hires that provide for reimbursement for expenses incurred when the employee separates from employment prior to thirty (30) months of employment. Periods of absence in excess of fourteen (14) consecutive days shall not count for purposes of computing the period of employment.

Reimbursement shall be required only for expenses for which the City has not or will not receive reimbursement from other sources. Expense incurred for which reimbursement shall be required shall be:

- (a) uniform allowances paid to the officer;

- (b) costs associated with transportation to and from police training academy;
- (c) tuition at police training academy.

Reimbursement obligations shall be determined according to the following schedule:

0 to 10 months	100%
10 to 20 months	66%
20 to 30 months	33%
Over 30 months	0%

All existing pre-hire agreements shall be deemed to be modified to conform with the foregoing.

ARTICLE 35 LATERAL TRANSFERS

The City may hire qualified police officers from other departments or agencies and insert them into the Pay Plan for both base pay and longevity, subject to the following conditions:

- (a) the officer may not be placed in a position in the Pay Plan that exceeds their actual years of service with another department or agency; and
- (b) no officer may be placed in the Pay Plan higher than the after nine years pay grade; and
- (c) such police officers hired pursuant to this Article shall start with zero years of seniority, regardless of years of prior service or where they are placed on the Pay Plan for longevity purposes.

ARTICLE 36 SAFETY

The City, Union and employees agree to reasonably cooperate in the promotion of safe work practices. Any employee who has reasonable belief that any equipment he/she is required to use is unsafe shall report same to his/her immediate supervisor. The supervisor shall take such action as deemed necessary and appropriate.

ARTICLE 37 GYM MEMBERSHIPS

Police Officers are encouraged to maintain physical fitness due to the rigors of police work. To promote a healthy workplace the City of Washington shall pay the gym memberships of officers up to \$30 per month. The City of Washington shall reimburse Officers for their gym memberships on a quarterly basis providing the following requirements are met:

1. Officers prove membership to a gym with receipts on a quarterly basis.
2. Officers prove gym usage of a minimum of 12 days per month.

The City of Washington may enter into an agreement with a local gym which includes memberships for all Washington Police Officers. If such an agreement is established and the City of Washington pays all membership dues for the Police Officers, then the City of Washington shall no longer be required to reimburse the Officers for the gym membership.

ARTICLE 38 DURATION AND SIGNATURE

Section 1. Term of Agreement

This Agreement shall be effective upon ratification and execution by the parties, and shall remain in full force and effect until April 30, 2026. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than one hundred twenty (120) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 2. Continuing Effect

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution by Impasse Procedure are continuing for a new Agreement or part thereof between the parties. All notices provided for in this Agreement shall be served upon the other party by certified mail, return receipt requested. Any impasses at said negotiations shall be resolved by invoking the procedures of Section 14 of the Illinois Public Labor Relations Act.

SIGNATURES

Executed this ____ day of _____, 2023

CITY OF WASHINGTON

POLICEMEN'S BENEVOLENT LABOR
COMMITTEE AND PBPA LOCAL NO. ____

By: _____
Mayor

By: _____
President

ATTEST:

By: _____
Committee Member

City Clerk

By: _____
Committee Member

APPENDIX A PAY PLAN

	Current 22-23	3.00% 23-24	3.00% 24-25	3.00% 25-26
Start	56,246.06	57,933.44	59,671.45	61,461.59
After 1	57,713.33	59,444.73	61,228.07	63,064.91
After 2	59,245.84	61,023.22	62,853.91	64,739.53
After 3	64,329.18	66,259.06	68,246.83	70,294.23
After 4	68,279.45	70,327.83	72,437.67	74,610.80
After 5	73,217.66	75,414.19	77,676.62	80,006.91
After 6	74,841.48	77,086.72	79,399.33	81,781.31
After 9	76,220.73	78,507.35	80,862.57	83,288.45
After 12	76,910.35	79,217.66	81,594.19	84,042.02
After 15	77,599.98	79,927.98	82,325.82	84,795.59
After 18	78,289.61	80,638.30	83,057.45	85,549.17
After 21	78,977.61	81,346.94	83,787.35	86,300.97
After 24	79,673.76	82,063.97	84,525.89	87,061.67