WORKING AGREEMENT

BETWEEN

THE CITY OF QUINCY, ILLINOIS

AND

PATROL OFFICERS CHAPTER

POLICEMEN'S BENEVOLENT & PROTECTIVE ASSOCIATION
LABOR COMMITTEE
LOCAL UNIT # 12

EFFECTIVE DATE OF AGREEMENT

MAY 1, 2011 THROUGH APRIL 30, 2014

TABLE OF CONTENTS

	Preamble	**3**
Article I	**Recognition**	**4**
Article II	**Management Rights**	**4**
Article III	**Union Rights**	**5**
Article IV	**Workweek**	**6**
Article V	**Patrol Shift, Overtime Call-In Opportunities**	**8**
Article VI	**Seniority**	**9**
Article VII	**Vacations**	**10**
Article VIII	**Holidays**	**11**
Article IX	**Friday after Thanksgiving, President's Day, & Columbus Day**	**12**
Article X	**Personal Days**	**12**
Article XI	**Leave of Absence**	**12**
Article XII	**Bereavement Leave**	**13**
Article XIII	**Military Service**	**13**
Article XIV	**Exchanging Shifts and/or Off Days**	**13**
Article XV	**Off Duty Employment**	**14**
Article XVI	**Special Job Assignments**	**14**
Article XVII	**Sick Leave**	**14**
Article XVIII	**Union Security**	**14**
Article XVIV	**Checkoff**	**15**
Article XX	**Personal Property**	**15**
Article XXI	**Insurance**	**16**

Article XXII	**Training**	**16**
Article XXIII	**Clothing Maintenance/Reimbursement**	**17**
Article XXIV	**Wage Schedule**	**17**
Article XXV	**Educational Incentive**	**18**
Article XXVI	**Court Appearances**	**18**
Article XXVII	**Compensatory Time**	**19**
Article XXVIII	**Grievance Procedure**	**19**
Article XXIX	**Strikes, Work Stoppages, Slowdown Mass Absenteeism, and Wildcat Strikes Prohibited**	**20**
Article XXX	**Drug Testing**	**21**
Article XXXI	**Promotions**	**22**
Article XXXII	**Discipline and Discharge**	**23**
Article XXXIII	**Personnel Files**	**23**
Article XXXIV	**Labor/Management Committee**	**24**
Article XXXV	**Residency**	**24**
Article XXXVI	**PASA Membership**	**24**
Article XXXVII	**Entire Agreement**	**24**
Article XXXVIII	**Validity**	**24**
Article XXXVIV	**Termination**	**25**
	Appendix A	**26**

PREAMBLE

This agreement entered into by the City of Quincy, Illinois, hereinafter referred to as the Employer, and the Policemen's Benevolent Labor Committee Local Unit # 12, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the solution of differences, and establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I
RECOGNITION

The City recognizes the Policemen's Benevolent Labor Committee, on behalf of Local Unit #12, as exclusive representative of the patrol officers of the Quincy Police Department and excluding the position of Planning and Research Officer, and excluding all other managerial, supervisory and short-term employees and all others excluded by law or by agreement of the parties, as the sole and exclusive bargaining agent for the purpose of establishing salaries, hours, wages and other conditions of employment for the bargaining unit.

In accordance with applicable laws, the provisions of this Agreement shall be applied equally to all officers in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, religion or national origin. The Union shall share responsibility for applying this provision of the Agreement.

The City is committed to the Following:

1. To participate in good faith bargaining with the duly recognized bargaining units representing Unit 12.

2. To abide by the ground rules for collective bargaining that arise out of the collective bargaining process or labor arbitration.

3. To abide, in both letter and spirit, by the negotiated labor agreement, that has been signed by management, labor representatives, and ratified by Unit 12 members.

ARTICLE II
MANAGEMENT RIGHTS

It is understood and agreed that the City possesses the sole right and authority to operate and direct the employees of the City and its various departments in all aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement, except as modified in this Agreement.

The Employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include, but not be limited to, rights:

(a) to determine the organization and operations of the Police Department;
(b) to determine and change the purpose, composition and function of each of its constituent department and subdivisions;
(c) to set standards for the services to be offered to the public;
(d) to direct the officers of the Police Department, including the right to assign work and overtime;
(e) to hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule officers;

(f) to increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve officers from duties because of lack of work or funds or other proper reasons;
(g) to contract out work when essential in the exercise of the police power;
(h) to establish work schedules and to determine the starting and quitting time, and the number of hours to be worked;
(i) to establish, modify, combine or abolish job positions and classifications;
(j) to add, delete or alter methods of operation, equipment or facilities;
(k) to determine the locations, methods, means and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased;
(l) to establish, implement and maintain an effective internal control program;
(m) to suspend, demote, discharge or take other disciplinary action against officers for just cause;
(n) to add, delete or alter policies, procedures, rules and regulations.

Inherent managerial functions, prerogatives and policy-rights, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement, shall remain vested exclusively with the Employer.

The Employer's right of management shall not be amended or limited by any claimed or unwritten custom, past practice or informal agreement, nor by any claim the Employer has claimed or condoned or tolerated and practiced or any act or acts of any officers.

Nothing in this Article shall abrogate or alter the other Articles of this Agreement.

Nothing in this Agreement shall be construed to modify, eliminate or detract from the statutory responsibilities and obligations of the Employer, except that the exercise of its rights shall not conflict with the provisions of this Agreement.

The above provisions notwithstanding, there shall be no furlough of bargaining unit employees during the term of this agreement. For the purposes of this agreement, the term "furlough" shall mean: A temporary layoff of employees intended to share a cost savings burden among all employees or group of employees. It does not include the layoff of employees, temporary or permanent, due to "lack of work or funds" as cited above, and done in accordance with Article VI (Seniority), Section 4, paragraph (b).

ARTICLE III
UNION RIGHTS

Section 1. Grievances: The members of the Union Grievance Committee shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of processing grievances when such meetings take place at a time during which such member is scheduled to be on duty. The Union agrees that no more than two local union representatives will be used to discuss any individual grievance. The grievant or grievants and any relevant witnesses shall also be granted leave from duty with pay for such meetings when that member is scheduled to be on duty.

Section 2. Meetings: The City agrees to allow regular monthly or special union meetings at the police station, so long as the duration of such meetings does not interfere with the scheduled routine of the police department.

Section 3. Access to Premises: The City agrees that Local representatives and officers and P.B.L.C. staff representatives shall have reasonable access to the premises of the Employer, giving reasonable advance notice upon arrival to the appropriate Employer representative. Such visitations shall be for the reason of the administration of this Agreement or preparation for or actual negotiation of a successor agreement at conclusion of this Agreement.

Section 4. Time Off for Union Activities: The City agrees to allow one (1) Local Union representative a maximum of three (3) days time off with pay annually for legitimate union business such as State or area wide union committee meetings or State or international conventions, provided such representative shall give reasonable notice to his or her

supervisor of such absence. Time off under this section will be paid only for those days the representative was scheduled to work and must be pre-approved by the representative's supervisors. Such time off shall not be detrimental in any way to the employee's record.

Section 5. Bulletin Boards: The employer shall provide a bulletin board and/or space in the roll call room. The board shall be for the sole and exclusive use of the Union.

Section 6. Notifications: At least once each month, the employer shall notify the Union, in writing, of the following personnel transactions involving bargaining unit employees; new hires, promotions, layoffs, re-employment, transfers, leaves, returns from leave, discharges and terminations.

The City agrees to notify the Union of bargaining unit employee suspensions if the employee signs a written waiver that authorizes such notification.

ARTICLE IV
WORKWEEK

Section I. The work period is defined as a regularly recurring period of twenty-eight (28) days. All Patrol shift officers shall be scheduled to work on a regular work shift in each 28-day work period of 168 hours.

The workweek for officers shall consist of not more than eighty-four (84) hours in any two- (2) calendar weeks. The calendar week will begin on a Sunday and end on a Saturday, seven (7) days total.

The shift schedule of 2-2/3-2/2-3, 12-hour schedule shall continue in effect subject to the following:

(a) Officers will bid fixed shift assignments and off day assignments. Shift and off day assignments shall begin on January 1 and will end the last day of December of each year. Selection to fixed shift assignments shall be based on department seniority as used currently for vacation date selections. Management has the right to assign the bottom two-(2) slots that can be bid on each patrol squad including squad vacancies.

(b) Management shall determine shift assignments for recruit Officers who have not completed eighteen- (18) months of service by January 1 following the bidding period. Recruits assigned to squads are included in the bottom two slots assigned by management.

Exceptions: In the event the number of recruit Officers exceeds the number of slots designated. Management has the right to continue to assign Recruit Officers one per shift at the bottom of the shift, until all the Recruit Officers are assigned to patrol shifts.

(c) Management has the right to begin shift assignment bidding anytime after August 1 of any contract year and bidding in like fashion for days off will follow that, then vacation schedules. Outside of the bidding process management retains the right to assign officers with eighteen- (18) to twenty-four- (24) months of experience to address unforeseen manpower needs.

(d) The Chief shall set the hours and schedules for investigators, liaison officers, housing officers, elder service officers, Pro-Act officers, Traffic Analysis Officer and the drug enforcement officers. Additionally, any officer who is ill, injured, temporarily disabled or assigned in a light duty capacity for a period longer than three (3) consecutive work days may be automatically reassigned by the Chief of Police in his sole discretion to an administrative work schedule of Monday-Friday, 0800-1600 hours (8 a.m.-4 p.m.) These officers will remain scheduled to work those hours until they are released to return to full duty status, at which time they will revert to their original shift assignment.

The workweek for these listed officers shall consist of not more than forty (40) hours in any one- (1) calendar week. The calendar week will begin on a Sunday and end on a Saturday, seven (7) days total. For these listed officers, any time worked in excess of their normal scheduled work day hours shall be compensated to that officer at one-and-one half (1 1/2) times the officer's hourly rate or compensatory time at one-and-one half (1 1/2) times the number of hours worked over eight (8).

On a Union Holiday, all time worked in excess of normal scheduled workday hours shall be paid at time and one-half the officer's hourly rate or compensatory time. The hourly rate is that officer's annual wage divided by 2080 hours.

Officers shall be granted a thirty- (30) minute lunch period, with pay, during an 8 hour shift. Officers' work schedules shall provide for a fifteen- (15) minute rest period during each one-half shift.

Officers will be granted a 45 minute lunch period, with pay, during a 10 hours shift. Officer's work schedule shall provide for one 15 minute rest period during each day.

The Union recognizes that due to the nature of the mission, it is not always possible for its members to receive these rest periods; however, under normal conditions, every effort will be made to allow these rest periods

(e) The patrol shift starting times will be 6 a.m. to 6 p.m., 6 p.m. to 6 a.m.

Section 2. Any time worked in excess of twelve (12) hours in any one day, except as stated in paragraph 2 of this Section, shall be compensated to that officer at one-and-one half (1 1/2) times the officer's hourly rate or compensatory time at one-and-one half (1 1/2) times the number of hours worked over twelve (12). The workday shall be defined as a twenty-four—(24) hour period beginning at 0600 hours (6 a.m.) one day and ending at 0600 hours (6 a.m.) the next. Shifts will be the actual day worked. Holidays will be paid on the actual holiday, i.e. the 6PM-6AM shifts will be paid holiday pay on the 25th into the 26th of December for Christmas. On a Union Holiday, all time worked in excess of an twelve (12) hour shift shall be paid at time and one-half the officer's hourly rate or compensatory time. The hourly rate is that officer's annual wage divided by 2080 hours.

Patrol officers and patrol sergeants will work up to 168 hours in each 28-day work cycle. The extra 8 hours per 28-day cycle will be accrued to 104 per year. The extra 104 hours will be turned into a Duty Reduction Time (DRT) bank. Any accrued time left in the bank must be used by the end of the first 28-day cycle of the following year. Absent exigent circumstances any unused time will not be paid. DRT may also be used in lieu of accrued sick time if manpower levels allow, with the approval of a supervisor. If an officer uses DRT in lieu of sick time, he or she will have to exchange that day for an, already scheduled DRT day.

Overtime compensation will be paid to an individual officer in ten (10) minute increments based on a sixth hour (10 minutes), two-sixths hour (20 minutes), three-sixths hour (30 minutes), four-sixths hour (40 minutes), five-sixths hour (50 minutes), and full hour (60 minutes) only.

When an officer is called back to work at the department's request and that overtime is outside the officer's normally scheduled work hours and when an officer is called back to work on a regularly scheduled vacation day, all such overtime hours will be paid at the time and one-half overtime rate. Exempted from this provision are holdover overtime hours (hours attached to the end of a normally scheduled work shift) when the officer has not worked a full shift. If these overtime hours are worked during a Union recognized holiday, such hours will be compensated at the normal holiday rate of time and one-half.

There shall be no pyramiding of overtime and no overtime payment for less than 10 minutes worked.

Section 3. For the purpose of non-mandatory training, the hours from 160 to 171 will be counted as straight time hours. After 171, the hours will be counted as time and one half pay (1 1/2). This section will not include any daily or weekly overtime hours or court time hours earned by the employees. When an officer must attend mandatory training, except training at the police academy, the City will compensate him/her at time and one half (1 ½) of an officer's hourly rate if the training falls on an officer's off time. Training time pursuant to this section shall, at the choice of the officer, be compensated as pay or compensatory time.

Section 4. Officers shall be granted a one (1) hour lunch period, with pay, during each twelve- (12) hour work shift. The Union recognizes that due to the nature of the mission, it is not always possible for its members to receive this lunch period; however, under normal conditions, every effort will be made to allow this lunch period.

Section 5. The Union agrees that anytime a member is on a lunch period, that member will be available to immediate recall to duty, should manpower requirements dictate such need.

ARTICLE V
PATROL SHIFT, OVERTIME CALL-IN OPPORTUNITIES

Section 1. The City agrees to establish a patrol shift hire back overtime call-in procedure. The purpose of this procedure is to equalize the opportunity for all officers to work overtime assignments on patrol shifts.

Section 2. The department will establish an annual volunteer shift overtime assignment list. The list will be established at the time shift bidding occurs. Each officer below the rank of Sergeant will be asked if he or she want his or her name placed on the overtime call-in list by order of seniority on a voluntary basis. The officer with most seniority will be the first name on the list and so on in descending order of departmental seniority. Officers who have been certified for solo patrol may have their names placed on the list. Officer who did not originally volunteer to have their names placed on the hire back overtime list may do so at any time with thirty-days written notice to the departments Deputy Chief of Operations.

Officers who are not able to work regular duty due to illness, injury (not-work related), suspension or leave of absence at the time the calls for an overtime opportunity are being made are not eligible to make up for lost opportunities. An Officer who has been injured in the line of duty and is able to return to regular duty within sixty- (60) days will be given the same number of overtime opportunities that would have been offered during his or her time of infirmity.

Section 3. When an overtime assignment on a patrol shift is available, the shift Watch Commander or his or her designee will call the most senior officer on the list that has not worked an overtime assignment. That officer will be given the opportunity to accept the assignment. If the officer accepts the assignment, this will be so noted on the list. Barring, unforeseen emergencies, officers may not work more than 18 hours in a 24-hour period. When the Watch Commander fills these overtime opportunities, Patrol Officers will only be able to accept a 6-hour slot unless the officer receiving the overtime opportunity is not working a shift at the beginning or end of the hire back.

Section 4. When a call-in occurs, the officer may be contacted in person or by telephone at the phone number listed on the department roster. When an officer refuses the assignment, that will be so noted on the list and the next person will be called until the assignment is filled.

Section 5. If there are no volunteers available, the City has the right to assign overtime by reversing the list and calling in the least senior officer available. Once a non-voluntary overtime assignment has been worked, the officer called in for that assignment would not have to take another assignment until the list has been exhausted from bottom to top. Barring, unforeseen emergencies, officers may not work more than 18 hours in a 24-hour period. When the Watch Commander fills these overtime opportunities, Patrol Officers will only be able to accept a 6-hour slot unless the officer receiving the overtime opportunity is not working a shift at the beginning or end of the hire back.

Section 6. This list will be used to fill vacancies on the patrol shifts when they fall below minimum manpower or when a special assignment requires additional manpower. In order to qualify, the need for the overtime assignment must be known by management at least twenty-four (24) hours in advance. The City will make a reasonable effort to equally distribute other overtime opportunities.

Section 7. Excluded from this procedure are special job assignments, callbacks, holdovers (overtime necessary at the end of a regular duty assignment) and overtime in less than six (6) hour blocks.

Section 8. It is agreed and understood by all parties to this agreement that the purpose for this procedure is to equalize the opportunity to work overtime assignments among all officers below the rank of Sergeant. It is not the intent of this Article to attempt to equalize hours of overtime.

ARTICLE VI
SENIORITY

Section 1. The parties hereto agree that except as provided hereunder, seniority for promotion and other purposes is within the control and jurisdiction of the Board of Fire and Police Commission. Further, the probationary period for the police department shall be established by the Board of Fire and Police Commissioners based upon applicable Federal and State Law. The probationary period shall, by Board rule, be set not to exceed eighteen (18) months from the date of appointment or promotion, except that the Board of Fire and Police Commission may, for good cause, extend the period of probation of an appointee for an additional period not exceeding six (6) months from the expiration of the original period of probation. For purposes of this agreement, the term "good cause" means any circumstance which would cause the probationary police officer to be absent from duty during the original 18-month probationary period for such a period of time as to hamper the department's ability to judge that employee's fitness for duty. For absences of up to twenty (20) working days, the probation period can be extended day for day. For absences over twenty (20) working days, the probation period can be extended by two (2) days for each one (1) day of absence.

Section 2. For the purposes of this agreement, two (2) types of seniority shall be recognized by the City.

(a) Departmental Seniority: Accumulated time from the date the employee begins service as a police officer for the city.

(b) Time in Grade: Accumulated time from the date the employee achieves promotion to a higher grade.

An officer's earned seniority shall not be lost because of absence due to illness or injury as long as he or she remains in the services of the police department. An officer's earned seniority continues to accrue while he or she is on authorized leaves of absence, temporary lay off, or leaves the service of the police department on a disability pension and is later reinstated. When an officer is called back to work and fails to report within ten (10) days of receipt of written notice, his or her seniority shall stop at that time. Finally, any officer who resigns or is dismissed for cause from the police department's service shall lose all seniority credit.

Section 3. Seniority for employees, who were hired on the same day, will be based upon the ranking order of the Board of Police and Fire Commissioner's final hiring list.

Section 4. The parties hereto agree that seniority shall govern the following matters:

(a) Vacations: Choice of vacations shall be determined by rank first, time in grade seniority second, and department seniority third.

(b) Layoffs: Layoffs shall be based on departmental seniority and shall be made in reverse order: The last

employee hired shall be the first employee laid off and the last employee laid off shall be the first employee rehired.

(c) Shift assignments: Selection to fixed shift assignments shall be based on seniority as used currently for vacation date selections.

(d) Mealtimes: Mealtimes for officers working on each patrol shift and investigative unit shall be chosen on the basis of department seniority. An annual sign-up will be conducted by each unit commander prior to January 1 of each calendar year. This annual sign-up will determine mealtime priorities for each daily work period with the officers with the most department seniority having first choice. Once this list is established, it shall be valid for one full year with no changes approved prior to the following sign-up period.

ARTICLE VII
VACATIONS

Section 1. First year officers hired on the first day of January shall receive ten (10) paid holidays or 80 hours to be used as vacation time.

Section 2. First year officers hired on other than the first day of January shall receive all holidays remaining in the calendar year that occur after their hire date. At the beginning of the next calendar year, they will be allowed to sign up for ten (10) paid holidays or 80 hours to be used as vacation time.

Section 3. First year officers hired on other than the first day of January will be allowed to sign up for vacation days at the rate of one (1) day per full month remaining in the calendar year after their first year anniversary date. At the end of that calendar year, they will be under Section 4 of this Article.

Section 4. All officers, at the completion of one (1) year of continuous service, shall receive one hundred twelve (112) hours of vacation time plus eighty (80) hours of holiday time annually with pay.

Section 5. All officers, at the completion of eight (8) years of continuous service, shall receive one hundred sixty-eight (168) hours of vacation time plus eighty (80) hours of holiday time annually with pay.

Section 6. All officers, at the completion of eighteen (18) years of continuous service, shall receive two hundred twenty-four (224) hours of vacation time plus eighty (80) hours of holiday time annually with pay.

Section 7. All officers, at their discretion and with the approval of the Chief of Police, may take earned holidays and vacation hours in succession or take earned holiday hours consecutively separate from vacation days, according to seniority.

Section 8. Seniority for determining vacation slots shall be determined by rank first, time in grade second and length of service with the department third.

Section 9. Officers will be allowed to select vacation periods based on the following:

(a) The first time through the schedule, all officers must sign up for full weeks of vacation. If after scheduling all week long periods of his or her vacation time, an officer has fewer days than a week remaining to schedule, these days must be scheduled together. For the purposes of vacation scheduling, one workweek shall be defined as the period of time between two consecutive sets of off days. The first time through the vacation schedule, officers are limited to one vacation period during the high priority months as established by department policy. Each officer has a maximum of forty-eight (48) hours to schedule their vacations

this first time through.

(b) After the first round of vacation sign up is completed, each officer will be allowed to reschedule any portion of their vacation and may do so as few as one (1) day at a time, but no officer shall be allowed to bump a less senior officer from a slot the lesser officer has selected. The minimum amount of vacation an officer may schedule is one (1) day. Each officer has a maximum of forty-eight (48) hours to complete this second vacation scheduling.

(c) After the second round of vacation scheduling is completed, each officer will be allowed to reschedule any portion of this vacation a third time and may do so as few as one (1) day at a time, but no officer shall be allowed to bump a less senior officer from a slot the less senior officer has selected. This is the final round of vacation scheduling. Each officer has a maximum of twenty-four (24) hours to complete this final vacation scheduling.

Section 10. The vacation schedule shall be submitted to the office of the Chief of Police no earlier than November 15 of each preceding year for approval for the following year.

ARTICLE VIII
HOLIDAYS

Section 1. In lieu of all legal holidays 80 hours will be given all employees in conjunction with their annual vacation. The ten (10) holidays are as follows:

Fiscal Year 2011-2012

New Year's Day	Sunday, January 1, 2012	Martin Luther King	Monday, January 16, 2012
Good Friday	Friday, April 6, 2012	Easter Sunday	Sunday, April 8, 2012
Memorial Day	Monday, May 30, 2011	Independence Day	Monday, July 4, 2011
Labor Day	Monday, September 5, 2011	Veterans' Day	Friday, November 11, 2011
Thanksgiving Day	Thursday, November 24, 2011	Christmas Day	Sunday, December 25, 2011

Fiscal Year 2012-2013

New Year's Day	Tuesday, January 1, 2013	Martin Luther King	Monday, January 21, 2013
Good Friday	Friday, March 29, 2013	Easter Sunday	Sunday, March 31, 2013
Memorial Day	Monday, May 28, 2012	Independence Day	Wednesday, July 4, 2012
Labor Day	Monday, September 3, 2012	Veterans' Day	Sunday, November 11, 2012
Thanksgiving Day	Thursday, November 22, 2012	Christmas Day	Tuesday, December 25, 2012

Fiscal Year 2013-2014

New Year's Day	Wednesday, January 1, 2014	Martin Luther King	Monday, January 20, 2014
Good Friday	Friday, April 18, 2014	Easter Sunday	Sunday, April 20, 2014
Memorial Day	Monday, May 27, 2013	Independence Day	Thursday, July 4, 2013
Labor Day	Monday, September 2, 2013	Veterans' Day	Monday, November 11, 2013
Thanksgiving Day	Thursday, November 28, 2013	Christmas Day	Wednesday, December 25, 2013

Section 2. The holidays are to be the last 80 hours of the last vacation period. Officers' normal off days being in this period will be compensated by adding compensatory time. This particular day(s) may be taken with the approval of the Chief of Police or the officer's immediate superiors. If an officer receives additional compensatory time under this section for off days occurring in his/her last 80 hours, he/she may not collect a benefit under Section 3 of this Article.

Section 3. If a holiday(s) occur(s) during an officer's vacation, the officer shall receive one (1) additional day for each holiday in the vacation period as compensatory time. This particular day(s) may be taken with the approval of the Chief of Police or the officer's immediate superiors. If an officer receives additional compensatory time under this section

for contract holidays occurring during a regularly scheduled vacation, they may not collect a benefit under Section 2 of this Article.

Section 4. If an officer works a holiday, the officer will be paid at the rate of one and one-half (1 ½) of one day's pay, according to the rate of pay to that particular officer, or the officer may receive compensatory time at the choice of the officer.

Section 5. If an employee works a hire-back on a union recognized holiday, that employee will be paid at the rate of double time of one day's pay or compensatory time in lieu of pay (at the double time rate) at the choice of the employee, according to the rate of pay of that particular employee.

ARTICLE IX
FRIDAY AFTER THANKSGIVING, PRESIDENT'S DAY, AND COLUMBUS DAY

If an officer works the Friday after Thanksgiving Day, President's Day, or Columbus Day, the officer will receive twelve (12) hours compensatory time or twelve (12) hours straight time at his/her regular hourly rate, at the choice of the officer.

ARTICLE X
PERSONAL DAYS

Section 1. On May 1 of each calendar year, each officer will be granted two days as personal days that he/she may use as personal leave time to be taken at his or her discretion with the approval of his or her supervisor. It is generally agreed that personal days shall be taken as a full shift. Personal time may be taken in hourly increments in accordance with Department Policy. The number of hours given will correspond with the number of hours the officer is normally scheduled to work for that year.

Section 2. First year officers who have not completed their first year of service on May 1 of that calendar year will not be granted a personal leave day. They will be granted personal leave on May 1 the next calendar year following the completion of their first year of service.

Section 3. Each bargaining unit employee will be allowed to take one personal day per year without regard to staffing levels, if requested a minimum of six (6) hours prior to the start of his or her scheduled assignment. If the personal day is requested on a union recognized holiday, is not requested prior to 6 hours before the shift, or the unrestricted personal day has already been used and that personal day will cause a hire-back, then the use of that requested personal day will be granted or denied on a case by case basis as provided under current existing departmental policy. Benefit time off, once granted shall not be canceled absent exigent circumstances (i.e. natural disaster, flood, or civil unrest), due to the request for personal time by another officer.

ARTICLE XI
LEAVE OF ABSENCE

Section 1. Leaves of Absence: Leave of absence must be requested in writing to the Chief of Police with the approval of the Board of Fire and Police Commission and, if granted, must be granted in writing and not in excess of ninety (90) days for any one period, and no further leaves of absence shall be granted except for reasons of health and general welfare without giving priority to applications already on file. Officers granted a leave of absence without pay shall retain seniority while on leave of absence.

Section 2. Family Medical Leave: Officers shall have all of the rights and benefits provided by the Family and Medical Leave Act of 1993 (FMLA). The officer shall use and the Employer shall count accumulated or other paid leave as part of the FMLA leave, provided, however, that there shall be no pyramiding of paid and/or unpaid time off.

ARTICLE XII
BEREAVEMENT LEAVE

Employees will be given five (5) days off with pay for time lost at work as the result of the death of his or her spouse, son or daughter. Employees will be given up to three (3) days off with pay for time lost at work as the result of the death of either his or her mother or stepmother but not both, or either his or her father or stepfather but not both, mother-in-law, father-in-law, brother, sister, son-in-law, daughter-in-law, and if living with the employee, a stepson or stepdaughter.

Employees will be given one (1) day off with pay to attend the funeral of a grandmother, grandfather, brother-in-law, sister-in-law and/or grandchildren.

Bereavement leave is intended to relieve the employee of departmental duties during initial periods of grief and to free the employee to attend services. Leave may not be granted retroactively to personnel who were on off days or vacation during the period, which the employee would have been absent from the department if the employee had not been on off days, or vacation. The City or Management or supervisory personnel may request the employee to furnish proof of the relationship and/or of the death.

Should employees desire time off to attend funerals for other than the immediate family, the Department will make reasonable effort to accommodate such requests, within the limits of work requirements. Nay time off granted for this purpose will be without pay.

Additional time shall be granted for travel purposes or other circumstances upon the request of the employee when, in the Police Chief's judgment, such additional time is warranted.

ARTICLE XIII
MILITARY SERVICE

Section 1. Military leave shall be granted in accordance with applicable law. An officer who is a member of a reserve unit of the Armed Forces of the United States will be granted leave for annual training sessions, provided that notice is given not less than thirty (30) days before the first day of absence. During annual training, the City will provide that portion of the officer's salary not paid by the Reserve Unit. Leave with pay for annual training sessions shall not exceed fifteen (15) calendar days.

Section 2. Officers called, drafted or enlisting for military service will be rehired at the prevailing rate and will retain seniority rights that will accumulate while in the United States Armed Forces. Such person(s) must report for work within ninety (90) days from his or her date of discharge or separation.

ARTICLE XIV
EXCHANGING SHIFTS AND/OR OFF DAYS

Section 1. The Chief of Police or his or her designee may, at his or her discretion, grant requests of any two employees of equal rank to exchange shifts or days off where such an exchange does not interfere with the effective operation of the police department and is done at no added expense to the department. Such requests shall not arbitrarily be denied.

Section 2. The Chief of Police or his or her designee must approve all requests of employees not of equal rank in order for them to exchange shifts or days off.

Section 3. It is expressly acknowledged and understood, however, that only one (1) officer shall be paid for any period of work, that being the officer scheduled for duty during any period of time so traded.

ARTICLE XV
OFF DUTY EMPLOYMENT

It is agreed that the City will have no objection to off duty police being engaged in any honorable work or business consistent with the official RULES & REGULATIONS of the Department of Police Manual. There shall be no limitation on the number of off duty hours worked, provided such off duty work does not interfere with or otherwise hamper an officer's work performance or attendance.

ARTICLE XVI
SPECIAL JOB ASSIGNMENTS

Special job assignments shall be determined by lottery and witnessed by a Union representative at no cost to the City.

ARTICLE XVII
SICK LEAVE

Section 1. Officers shall receive eight (8) hours of sick leave per month of service, accumulated to 720 hours.

Section 2. Any accumulated sick time shall be compensated at the time of resignation after five (5) years continuous service, not to exceed 240 hours at one hundred percent (100%) of the employee's daily rate of pay.

Section 3. All accumulated sick time shall be compensated at the time of retirement after twenty (20) years of continuous service at one hundred percent (100%) of the employee's daily rate of pay.

Section 4. Officers shall earn 96 hours of sick leave per fiscal year, accumulated to a maximum of 720 hours. Once an officer has accumulated 720 hours, he/she will be compensated for all sick time which exceed 720 hours at the end of the fiscal year at one hundred percent (100%) of the officer's daily rate of pay for up to a maximum of 96 hours. If the officer's date of termination is other than the end of the fiscal year, compensation for accumulated sick time in the excess of 720 hours will be paid on a prorated basis. The hourly rate is the officer's annual wage divided by 2080.

Section 5. The City shall pay the appropriate amounts to eligible officers following the commencement of each fiscal year, as soon as funding is available, but no later than five (5) working days after the City receives its first installment of property tax revenues from the County. The City will have the checks prepared immediately upon funding becoming available.

ARTICLE XVIII
UNION SECURITY

Section 1. Fair Share Deductions: Officers covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the applicable Labor Relations Act. The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the nonmember officers. The aggregate deductions of the employees and a list of their names, addresses and social security numbers shall be remitted semimonthly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each nonmember officer's share shall not exceed dues uniformly required to Union members.

Section 2. Religious Exemption: Should any officer be unable to pay their contribution to the Union based upon

bona fide religious tenets or teachings of a church or religious body of which such officer is a member, such amount equal to their fair share shall be paid to a non-religious charitable organization mutually agreed upon by the officer affected and the Union. If the Union and the officer are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The officers will on a monthly basis furnish a written receipt of the Union that such payment has been made.

Section 3. Indemnification: The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this article.

ARTICLE XVIV
CHECKOFF

All employees will be required to be on the City's direct deposit program.

Section 1. Deductions: The employer agrees to deduct from the pay of those officers who individually request it any or all of the following:

(a) Union membership dues assessments or fees;
(b) Union sponsored benefit programs;
(c) PB&PA contributions.

Requests for any of the above shall be made on a form agreed to by the parties.

Upon receipt of an appropriate written authorization from an officer, such authorized deductions shall be made in accordance with law. The aggregate deductions of all officers and a list of their names, addresses and social security numbers shall be remitted semimonthly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

All officers covered by this Agreement who have signed Union dues check-off cards for PBPA prior to the effective date of this Agreement or who signed such cards after such date shall not be allowed to cancel such dues deduction within the term of this Agreement.

Section 2. Indemnification: The Union hereby indemnifies the City from any and all liability that may arise from the negligent act or omission of the Union or its authorized representatives with regard to compliance with Article XVIII, Section 1, above.

ARTICLE XX
PERSONAL PROPERTY

The City agrees to replace or repair within reason equipment, dentures, eye wear and other personal property of the officer that has been damaged or destroyed while such officer is acting in the performance of his or her duty; provided, however, the City may require proper proof of value and/or loss and/or ownership. A reasonable amount of compensation shall be agreed upon between the officer and the City in each case, except that the maximum dollar limitation shall be one hundred twenty-five ($125.00) for eyeglass frames and seventy-five ($75.00) for wristwatches.

ARTICLE XXI
INSURANCE

Section 1. The employer shall make available to the officers a health insurance group policy in which the employer shall pay one hundred percent (100%) of the premiums.

Section 2. The employer shall make available to the officer's dependents a health insurance policy in which the employer shall pay fifty percent (50%) of the premiums and the officers shall pay fifty percent (50%) of the premiums.

Section 3.

A. For the contract year ending midnight 4/30/12, there shall be no change in benefit levels as to the City Health Insurance Group Policy.

B. For the contract year ending midnight 4/30/13, there shall be no change to benefits levels for the City's Health Insurance Group Policy provided, however, subject to the provisions of paragraph D of this Section 3, there may be a change in the plan deductible.

C. For the contract year ending midnight on 4/30/14, there shall be no change in benefit levels for the City's Health Insurance Group Policy provided, however, subject to the provisions of paragraph D of this Section 3, there may be a change in the plan deductible.

D. In the event the Employer desires to increase the employee deductible, the City and the Union agree as follows:
   1. No increase in deductibles will be made without sixty (60) days prior notice to the Union.
   2. Any increase in the deductible, up to and including $100.00 combined for both years, is within the discretion of the City after proper notice as required herein.
   3. No other changes to the benefit levels in the City Health Insurance Group Policy shall be made during the term of this Agreement.

Section 4. In the event the United States Affordable Health Care Act of 2010 is implemented during the term of this contract, the provisions of Sections 3 (A)-(D) do not constitute the status quo for any future bargaining. In the event the Act is implemented during bargaining for a successor contract, the parties agree they shall negotiate on how mutually satisfactory health care coverage shall be provided in compliance with any applicable provisions of the Act. The employer agrees that it will not make any unilateral changes to benefits or premium sharing while negotiations, mediation, or arbitration are pending for a successor agreement.

ARTICLE XXII
TRAINING

Section 1. The City agrees that it will attempt to provide opportunities for training with the objectives of furthering the qualifications of officers. The Union agrees that it shall be the responsibility of officers to participate in such training programs. The City reserves the right to limit the number of officers who might be involved at any one time in in-service training.

Section 2. All training participated in by the officer on off duty time will be compensated based on the language in Article IV, Section 3, Work Week, of this agreement. For the purposes of training, all parties to this agreement will abide by the Federal Fair Labor Standards and Practices Act. Training time pursuant to this section shall, at the choice of the officer, be compensated as pay or compensatory time.

ARTICLE XXIII
CLOTHING MAINTENANCE/REIMBURSEMENT

Section 1. Officers who have been designated by the Chief of Police to work in a plain clothes position exceeding one hundred (100) days of a three hundred and sixty five (365) day year shall receive in year 1 of this agreement, $750 plus a one time catch up of $250 for a total of $1,000. In year 2, $850. In year 3, $925. In year 4 and every year there after, $1000. The City shall pay the appropriate amounts to eligible officers following the commencement of each fiscal year, as soon as funding is available, but no later than five (5) working days after the City receives its first installment of property tax revenues from the County. Clothing maintenance / reimbursement will be paid on a separate and distinct payment.

Officers assigned to plain clothes who qualify for clothing maintenance / reimbursement, other than the beginning of the fiscal year, will receive clothing maintenance / reimbursement pro-rated. In addition to the pro-rated allotment, the newly assigned officer to the Criminal Investigative Unit (Detective) will receive an additional $1000.00 start up allotment. This payment will be made no later than two full pay periods after the start of their assignment.

Clothing maintenance / reimbursement is hereafter described as the maintenance of civilian clothing used as wearing apparel in direct duties associated with their positions. Clothing items requiring special cleaning, unusual maintenance or that present unreasonable expense to repair or replace must be authorized by the Chief of Police prior to reimbursement.

Officers designated by the Chief of Police to work in Western Illinois Drug Task Force positions exceeding one hundred (100) days of a three hundred and sixty five (365) day year shall receive four hundred dollars ($400.00) for clothing maintenance / reimbursement.

Section 2. Employer will furnish, repair and clean uniforms at no expense to the Officer. Repairs and cleaning of civilian clothing designated in Section 1 will be paid by the employer at no expense to employee, except for those damages incurred to clothing while not on duty or through negligence.

ARTICLE XXIV
PATROL WAGE SCHEDULE

	2011-2012 2.0%	2012-2013 2.5%	2013-2014 3.00%
1 Year	43,215.47	44,295.86	45,624.74
2 Year	45,849.86	46,996.11	48,405.99
3 Year	48,487.68	49,699.87	51,190.87
4 Year	51,132.19	52,410.49	53,982.80
5 Year	53,768.48	55,112.69	56,766.07
6 Year	58,416.43	59,876.84	61,673.15
10 Year	59,295.54	60,777.93	62,601.26
15 Year	59,888.52	61,385.74	63,227.31
20 Year	60,187.88	61,692.58	63,543.36

ARTICLE XXV
EDUCATIONAL INCENTIVE

Section 1. Any officer pursuing a college degree at a regionally accredited college or university shall be compensated by the City for an amount equal to the amount charged the officer as a book or text fee. The City at the successful completion of the course shall pay this to the officer. A breakdown of the compensation is as follows:

- Grade A, B or C — All expenses
- Below — None

Officers must show that they are receiving assistance for books from no other source in order to receive reimbursement. Further, when accepting compensation pursuant to this section, the officer shall sign an agreement with the City that, in the event he/she voluntarily leaves the employ of the City within two (2) years of receiving compensation pursuant to this section, he/she will be liable for and agrees to repay from any final remuneration of any and all kinds that he/she receives from the City upon separation, the full amount of monies received in the prior two (2) years.

Section 2. As long as an officer is working toward a degree as explained in section 1, he/she would receive incentives as a percent of wage as follows:

2.0% Associate Degree or 64 credit hours or 2 years of active duty military service with either an honorable discharge or continued active service in the National Guard or Reserves.

3.0% Bachelor's Degree or 124 credit hours.

3.5% Masters Degree or 30 graduate hours beyond Bachelors.

There may be no pyramiding of degrees or military service.

ARTICLE XXVI
COURT APPEARANCES

Section 1. When officers are required to appear in court (including Grand Juries, inquests, subpoenas, legal hearings, pre-trial conferences and search warrant returns), and where said appearance is related to their duties as police officers, they shall be compensated for court appearances at a minimum of two- (2) hours' pay (at the officer's rate) at time and one half or equivalent compensatory time. All hours spent attending court duties over the two- (2) hour minimum in any given day will be compensated at the overtime rate of time and one half. "In order for an officer to be paid, the officer must be off duty at the time of the officer's appearance and must have been required to appear in court more than one-half (1/2) hour earlier than the officer's normally scheduled time to report for duty or held in court for more than one-half (1/2) hour after the officer's normally scheduled time to report for duty if on a regular work day. Court appearances within one-half (1/2) hour before or one-half (1/2) hour after the officer's normally scheduled tour of duty shall be compensated as overtime pay or compensatory time, at the choice of the officer, in accordance with Article IV, Section 2 of this Agreement."

Section 2. In each case where court time is requested for pay or compensatory time, officers shall submit with their requests a written confirmation from the issuing authority requiring the officer to appear for any of the above mentioned judicial proceedings.

Section 3. In the event any officer is duly summoned to any court for the purpose of performing jury duty, he or she shall receive his regular compensation for any regularly scheduled working hours spent in actual performance of such

service. All compensation paid by the jury commission while the officer is on duty shall be turned over to the City. Compensation paid to an officer while off duty may be kept by the officer.

ARTICLE XXVII
COMPENSATORY TIME

Section 1. Should an officer leave the employ of the Quincy Police Department for any permanent reason and has accumulated compensatory time, that officer will be paid for all hours earned at the officer's straight time rate of pay effective the last day the officer was employed.

Section 2. Officer's comp time accounts will be capped at no more than 240 hours, no matter what the source of those hours. Officers having more than 240 hours are capped at whatever level they are at on April 30, 2000. They may not add to their account, but may sell back to the City any portion over the 240-hour cap, at their choice, and dependent upon the City's ability to pay. Any comp time used by those officers reduces their cap by a like amount until they reduce their accounts to 240 hours.

ARTICLE XXVIII
GRIEVANCE PROCEDURE

For the purpose of this Agreement, a grievance is defined as a dispute or difference of opinion raised by the Union, an officer or by a group of officers (with respect to a single common issue) covered by this Agreement against the department involving meaning, interpretation or application of the expressed provisions of this Agreement. As had historically been the case, the termination of a probationary officer is not subject to the grievance procedure.

Step 1. The Union Grievance Committee shall, with or without the physical presence of the aggrieved officer(s) within ten (10) calendar days following the act or omission giving rise to the grievance, present a grievance in writing to the appropriate Deputy Chief or his designee for adjustment. If the grievance involves discipline administered by the Chief of Police the grievance shall be presented to the Chief in step 1. He shall respond to the Union Grievance Committee in writing within ten (10) calendar days.

Step 2. If a grievance is not settled in Step 1 and the Union wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be referred in writing to the Chief of Police within ten (10) calendar days after the designated supervisor's answer in Step 1. The Chief, or his designee, may discuss the grievance within ten (10) calendar days with the aggrieved officer and no more than one (1) member of the Union Grievance Committee at a time mutually agreeable to the parties. If no settlement is reached, the Chief, or his designee, shall give his written answer to the Union within the ten (10) calendar days following their meeting.

Step 3. If the grievance is not settled in Step 2 and the Union wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be referred in writing to the City Human Resources Director, or his designee, within ten (10) calendar days after the Chief's answer in Step 2. The City Human Resources Director, or his designee, shall respond in writing to the Union Grievance Committee within ten (10) calendar days.

Step 4. If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance to the next step of the grievance procedure, the Union may refer the grievance to arbitration. The Union shall notify the City in writing within ten- (10) calendar days of its intent to take said grievance to arbitration.

The City shall acknowledge same, in writing, within ten- (10) calendar days and therein shall designate one of its representatives to negotiate with the Union in the procurement of an arbitrator and all other details of the arbitration. It is agreed that a nine (9)-member panel from the Federal Mediation and Conciliation Service or the American Arbitration Association shall be selected by a coin toss. The arbitrator shall be selected by alternately striking names from the nine (9)-member panel until only one (1) name remains. The remaining name shall be the arbitrator to be appointed. The order of

striking shall be determined by a coin toss. The fees and expenses of the arbitrator, hearing room, etc. shall be borne equally by the two parties. Each party shall bear the expenses of its representatives and witnesses. The party ordering a record thereof shall bear the cost of such record, unless the other party desires a copy, in which case the total cost of the record shall be borne equally by the parties. Either party may request the presence of any necessary witness at the hearing.

Officers covered by this Agreement will not receive any additional compensation for time spent attending grievance and/or arbitration meetings.

Initial questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make his decision based upon this Agreement and the evidence that is presented at the hearing, and shall attempt to do so within thirty (30) calendar days after the hearing, or the submission of briefs by the two parties. The jurisdiction of arbitration shall be limited to grievances arising out of the interpretation, application or claimed violation of this Agreement. The arbitrator shall act in a judicial, not legislative capacity, and shall not have jurisdiction to arbitrate provisions of a new Agreement, nor to recommend to amend, modify, nullify, ignore, nor to add to, subtract from or modify this Agreement or any supplement thereto. He shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to him.

The arbitrator's responsibility is to decide if there has been a violation of this Agreement. In the event the arbitrator finds a violation in the terms of this Agreement, he shall fashion an appropriate remedy. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or venerating in any way the application of laws and rules and regulations having the force and effect of law not inconsistent with the terms of this Agreement. The arbitrator shall render an award in each and every case, in line with the provisions of this Section. The award rendered consistent with the terms of this Agreement shall be final and binding on both parties.

If the grievance is not appealed by the Union from one step to the next in the time limit set forth for any one step, or any agreed extension thereof, it shall be deemed settled as per the City's last response and waived. If the City does not answer within the time limit set forth for any one step, the grievances shall be deemed to have been denied and the Union may proceed to the next step. The time limit in each step may be extended by mutual agreement of the City and the Union representatives involved in each step.

Certain issues which by nature are not capable of being settled at a preliminary step of the Grievance Procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may, by mutual agreement, be filed at an advance step where the action giving rise to the grievance was initiated.

ARTICLE XXIX
STRIKES, WORK STOPPAGES, SLOWDOWN, MASS ABSENTEEISM AND WILDCAT STRIKES PROHIBITED

Section 1. In order for the City of Quincy to discharge its charter obligations to provide municipal functions and protect the health, welfare and safety of its citizens, it is essential that city services continue at all times without disruption. Acceptance of public employment carries with it an obligation and responsibility to act affirmatively at all times to assure the continuation and promotion of the public's health, safety and welfare. Accordingly, the Union, its agents and any officers, for any reason, is hereby prohibited from authorizing, instituting, or engaging in strikes. Any officer who violates this prohibition shall be subject to any of the following, without limitations: reprimand, suspension, or discharge of an officer; and in the case of the officer's organization representing Police Department officers in collective bargaining, withdrawal of recognition, withdrawal of dues, check-off authority, injunctive relief, suit for damages, and any other reasonable penalty or remedy. The Union will not resort to the grievance procedure as specified in this Agreement on the officer's behalf.

In the case of a wildcat strike, it shall be the duty of the officer organization to bring the officers back to work, although in the event of any of the above, the Mayor may summarily apply any of said sanctions. Further, the City, through

the Mayor, reserves the right to hire permanent replacement personnel in the event of any of the above. During the term of this Agreement, neither the Union, its officers or agents or any officer will, directly or indirectly, promote, induce, instigate, encourage, authorize, ratify, condone or participate in any of the above prohibited activities, regardless of the reason for doing so.

Section 2. The Union agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with the Article, including their responsibility to remain at work during any interruption that may be caused or initiated by others, and to encourage officers violating this Article to return to work.

Section 3. Any picketing of any kind shall be prohibited at the place of residence of any City official and at the place of employment of any City official except Quincy City Hall. Prohibited practices enumerated herein shall be subject to suit for damages, injunctive relief or other appropriate remedies.

ARTICLE XXX
DRUG TESTING

Section 1. Any supervisor may order any officer to submit to an immediate test of his or her breath, blood and/or urine at anytime he or she has reasonable suspicion to believe the officer to be under the influence of alcohol or drugs while on duty, to have consumed alcohol while on duty without authorization, or to have illegal drugs in his or her system.

Section 2. The Chief of Police may institute random drug testing. To maintain the integrity of the sampling a certified provider may do the selection and testing. At anytime random drug testing is initiated, those officers to be tested shall be chosen using random sampling methods and shall not exceed thirty- (30) officers per year except as otherwise provided in this Article. The Union has the right to have two (2) representatives present at the random drawing. Upon completion of the testing, the names of the person shall return to the pool from which the next random sampling is chosen.

Any officer assigned to the Drug Investigation Unit (West Central Illinois Drug Task Force) may be tested prior to entering such unit and may be tested at anytime during his or her assignment to that unit up to three times per year. Such officers may also be subject to drug testing prior to his or her leaving that assignment. The department may institute random testing of other persons assigned to special units in which there is a high degree of contact with illegal drugs.

Section 3. Probationary officers may be tested at any time during their probationary period, including testing prior to appointment as a full time police officer. When an employee, while on-duty, is (1) involved in an at-fault traffic crash that is required to be reported to the state, or (2) discharges his or her firearm, while on-duty, or off duty and acting in their official capacity, or utilizing a department issued firearm regardless of duty status, the employee may be required to submit to drug and alcohol testing. Such testing shall be completed immediately after the traffic crash or discharging of a firearm. The above described testing shall not apply when a firearm is discharged on an animal during the course of an employee's official duties or during training/firearms practice.

Nothing in this Agreement shall limit the right of the City to conduct such tests of persons seeking employment as a police officer prior to their date of hire.

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

Section 4. Any officer who tests positive for the presence of illegal drugs on both the preliminary and confirmatory tests may be subject to discipline up to and including termination from the department. Any officer who tests positive to the presence of alcohol in his or her system, while on duty, in a concentration above .00 percent may be subject to discipline up to and including termination. It shall be the Supervisors discretion to allow officers to work if called in for unscheduled duty after consuming alcoholic beverages.

Any officer who voluntarily seeks treatment for drug or alcohol abuse prior to any testing shall not be subject to any discipline as a result of their voluntarily seeking treatment. This does not preclude any discipline as a result of other illegal activities associated with their drug or alcohol use. Officers who have completed the treatment and wish to return must be able to prove fitness for duty and participate in department monitoring of their condition upon return to work. This monitoring may last up to one year after completion of treatment, and such monitoring tests could not exceed two per month. During such time of monitoring and aftercare, the employee shall be subject to random drug testing.

Any employee who voluntarily or otherwise goes to treatment for the abuse of drugs other than alcohol for a second or subsequent time may be subject to separation from the department.

Section 5. In conducting the testing authorized by this Agreement, the City shall:

(a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA).

(b) Insure that the laboratory or facility selected conforms to all NIDA standards.

(c) Establish a chain of custody procedure for both sample collection and testing that will insure the integrity of and identity of each sample and test result.

(d) Collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the officer.

(e) Collect samples in such a manner as to preserve the individual officer's right to privacy, 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) Require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug.

(h) With regard to alcohol testing, accept the results of a breath alcohol test performed by a person licensed by the Illinois Department of Public Health to perform such tests, or the results of blood test performed by a laboratory or hospital meeting the requirements of subparagraph (a) above.

ARTICLE XXXI
PROMOTIONS

Section 1. Promotions in the police department shall be made according to the rules of the Board of Fire and Police Commission and applicable provisions of state law. The City shall request the Board of Fire and Police Commission to notify the Union of any proposed changes in the rules of the Board of Fire and Police Commission not less than 30 days prior to the adoption of said change by the Commission.

Section 2. The City shall request the Board of Fire and Police Commission to notify the Union of any promotional examinations and lists or recommend study materials for such examinations, if any, not less than 30 days prior to the examination.

ARTICLE XXXII
DISCIPLINE AND DISCHARGE

Section 1. No officer shall be disciplined without just cause. Discipline in the department shall be progressive and corrective. Discipline imposed shall be commensurate with the offense committed and, e.g., when the facts warrant it, more severe discipline may be imposed for a first offense. When an officer is disciplined by a police supervisor, other than the Chief of Police, that officer may appeal such discipline through the department's chain of command and ultimately to the Chief of Police as provided by department policy.

Section 2. Suspension and terminations shall be in accordance with 65ILCS 5/10-2.1-17.

Section 3. When an officer is disciplined pursuant to the above referenced statute, the officer may choose to appeal such discipline to the Board of Fire and Police Commissioners or may grieve such discipline up to and including arbitration should they so desire. It is understood by all parties that an officer's request for a hearing before the Board of Fire and Police Commissioners shall be considered as a waiver of the Union grievance procedures and the filing of a grievance shall be considered as a waiver of an officer's right to a hearing before the Board of Fire and Police Commissioners.

Section 4. The imposition of discipline of five (5) days or less or the service of written charges upon an officer, shall trigger the commencement of the time period for the officer to exercise his option. The time period for the officer to exercise his option shall be fifteen (15) calendar days from the imposition of discipline or service of written charges.

Section 5. Pre-Disciplinary Meeting. For discipline other than oral or written reprimands, the Chief of Police will notify the officer of the contemplated discipline, and if the officer desires, will meet with the officer prior to the imposition of any discipline. The City shall notify the Union of the meeting (if the City schedules a meeting) and then shall meet with the officer involved and inform him or her of the reason for such contemplated disciplinary action, including any names of witnesses and copies of pertinent document. If a pre-disciplinary meeting is scheduled and held, officers shall be informed of their rights to Union representation and shall be entitled to such, if so required by the officer, and the officer and Union rep shall be given the opportunity to rebut or clarify the reasons for such discipline. Reasonable extensions of time for rebuttal purposes will be allowed when warranted and if requested.

ARTICLE XXXIII
PERSONNEL FILES

Section 1. Officer Review: Officers and/or their Union representatives, if authorized by the officer, shall have the right, upon request, to review the contents of their personnel file. The right of inspection shall not interfere with the operations of the department and shall occur during normal office hours.

Section 2. Officer Notification: A copy of any disciplinary action or material related to officer performance, which is placed in the personnel, file shall be furnished to the officer in a sealed envelope.

Section 3. Complaints: Complaints regarding officers, which are not referenced in the officer's personnel file, shall not be used for officer evaluations.

Section 4. Construction of this Article: This Article shall not be construed to diminish in any way the rights of the parties under existing law.

Section 5. Upon completion of active service for the City, all officers shall receive one (1) copy of their personnel file, upon request, at no cost to the officer.

ARTICLE XXXIV
LABOR/MANAGEMENT COMMITTEE

Section 1. There shall be labor management meetings for the areas of discussion set forth below. Such meetings shall be held on a date of mutual agreement at the request of either labor or management. Meetings may be held on paid time for up to one (1) Union representative per shift. The management representatives shall consist of the Human Resources Director or his or her designee. In addition, informal or formal meetings with the Quincy Police Department administration and union members are permitted.

Section 2. Items to be included in the agenda for the aforementioned labor-management meetings are to be submitted at least five (5) days in advance of the scheduled dates of the meeting if at all possible. The purpose of each meeting shall be to:

1. Discuss problems arising from and/or questions concerning the administration of this agreement.

2. Disseminate general information of interest to the parties.

3. Provide representatives of both parties an opportunity to express their view, or to make suggestions on subjects of interest to officers in the bargaining unit.

Section 3. It is expressly understood that such meetings shall be exclusive of the grievance procedure and that grievances shall not be considered at a labor-management conference, nor shall negotiations over the provisions of this Agreement or any succeeding agreement be conducted at such meetings.

ARTICLE XXXV
RESIDENCY

Employees covered by this agreement shall reside within the boundaries of Adams County, Illinois.

ARTICLE XXXVI
PASA MEMBERSHIPS

As long as the City requires Officers to utilize PASA Park in Barry, Illinois the City will pay for each Officer's membership fees to PASA Park in Barry, Illinois. The city shall ask each officer, no later than January 1, if they wish to have a membership for the following fiscal year. The city recommends that officers accept and utilize PASA range but an officer may opt not to accept the membership if he/she has no intention of using it outside of scheduled departmental training.

ARTICLE XXXVII
ENTIRE AGREEMENT

This Agreement supersedes and cancels all prior practices and agreements; whether written or oral, unless expressly stated to the contrary herein, and together with any letters of understanding executed concurrently (or after) with this Agreement, constitutes the complete and entire agreement between the parties and concludes collective bargaining (except as provided for in the grievance procedure) for its term.

ARTICLE XXXV1II
VALIDITY

Section 1. This Agreement shall be subject to all federal and state laws existing or hereafter enacted.

Section 2. In the event any provision of this Agreement shall be held invalid or unenforceable by a Court of last resort and of competent jurisdiction, the remainder of the provisions shall not be affected thereby, but shall continue to full force and effect.

ARTICLE XXXVIV
TERMINATION

This Agreement shall be effective as of the first (1st) day of May, 2011, and shall remain in full force and effect until the thirtieth (30th) day of April, 2014. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

In witness whereof, the parties hereto have set their hands this 16th day of april, 2012.

4/9/12	4-16-12
Raymond M. Tyler President, Local #12 Police Benevolent & Protective Association Labor Committee	Date	John Spring Mayor City of Quincy, Illinois	Date

APPENDIX A
AUTHORIZATION FOR CHECKOFF OF UNION DUES

I hereby authorize the City Comptroller to deduct from my earnings the regular monthly dues (uniform in dollar amount) in the amount certified by the Treasurer of the Policemen's Benevolent Labor Committee Local Unit # 12, Police Patrolman's Chapter and further authorize the remittance of such amount(s) to said local Union in accordance with the currently effective Agreement between the City and the Union.

This authorization is revocable at any time by notice in writing to the City Comptroller with a copy to the Police Chief and said Local Union.

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and, further and separately, relieve the City and any department of the City from liability thereof.

_____ _____

Name (Print Name) Date

_____

Signature

NOTE: This deduction is to be turned over to the Policemen's Benevolent Labor Committee Local Unit # 12. "Dues, contributions or gifts to the Policemen's Benevolent Labor Committee Local Unit # 12 are not deductible as charitable contributions for federal income tax purposes. Dues paid to the Policemen's Benevolent Labor Committee Local Unit # 12, however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service."

PATROL INDEX

Title	Page #
Bereavement Leave	13
Checkoff	15
City Hall Closings	23
Clothing Maintenance/Reimbursements	17
Compensatory Time	19
Court Appearances	18
Discipline & Discharge	23
Drug Testing	21
Educational Incentive	18
Entire Agreement	24
Exchanging Shifts and/or Off Days	13
Friday After Thanksgiving/Pres. Day/Columbus Day	12
Grievance Procedure	19
Holidays	11
Insurance	16
Labor/Management Committee	24
Leave of Absence	12
Management Rights	4
Mass Absenteeism	20
Military Service	13
Off Duty Employment	14
Overtime Call In Opportunities	8
PASA Membership	24
Personal Days	12
Personal Property	15
Personnel Files	23
Promotions	22
Residency	24
Seniority	9
Sick Leave	14
Slowdown	20
Special Job Assignments	14
Strikes	20
Termination	25
Training	16
Union Rights	5
Union Security	14
Vacations	10
Validity	24
Wage Schedule	17
Wildcat Strikes Prohibited	20
Workweek	6
Work Stoppages	20