

ILLINOIS FOP LABOR COUNCIL

and

City of Fulton

Full Time Sworn Police Officers in the ranks
of Sergeant and below

Unit #766

May 01, 2025 – April 30, 2028

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PREAMBLE

This Agreement is entered into by and between the City of Fulton (herein referred to as the "EMPLOYER" or "CITY"), and the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the "LABOR COUNCIL" or "UNION") has as its purpose the promotion of harmonious and mutually beneficial working and economic relations between the Employer and the Labor Council; the establishment of equitable and peaceful procedures for resolution of any misunderstanding of differences which may arise; and to set forth herein the entire agreement between the parties.

ARTICLE 1 - RECOGNITION

The Employer hereby recognizes the Labor Council as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours, and all other terms and conditions of employment of all officers in the bargaining unit, as provided in ILRB Case No. S-RC-07-003.

The bargaining unit shall be defined as follows:

- Included:** All full-time sworn police officers of the City of Fulton in the ranks of Sergeant and Patrol Officer.
- Excluded:** All other employees of the City of Fulton and all supervisory, managerial and confidential employees within the meaning of the Illinois Public Labor Relations Act.

ARTICLE 2 - NON-DISCRIMINATION

Section 2.1 Equal Employment Opportunity

The Employer agrees to provide equal employment opportunity for all officers, and develop and apply equal employment practices.

Section 2.2 Non-Discrimination

The Employer shall not discriminate against officers, and employment-related decisions will be based upon qualifications and predicted performance in a given position without regard to race, color, sex, age, religion, or national origin of the officer; nor shall the Employer or the Labor

Council discriminate against officers as a result of activities on behalf of the Labor Council or membership in the Labor Council, or the exercise of constitutional rights. The Employer agrees to comply with all applicable laws. Claims of discrimination shall be resolved through the appropriate state and/or federal agencies and courts and shall not be processed through the grievance procedure of this Agreement.

Section 2.3 Use of Masculine Pronoun

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

ARTICLE 3 - DUES DEDUCTION

Section 3.1 Dues Deduction

Upon receipt of a written and signed dues authorization form from an employee, the Employer shall deduct the amount of Labor Council dues and initiation fee, if any, set forth in such form and any authorized increases therein, and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Labor Council in accordance with the laws of the State of Illinois. The Labor Council shall advise the Employer of any increases in dues, in writing, at least thirty (30) days prior to its effective date.

Section 3.2 Dues

With respect to any officer on whose behalf the Employer receives written authorization in a form agreed upon by the Labor Council and the Employer, the Employer shall deduct from the wages of the employee the dues and/or financial obligation uniformly required and shall forward the full amount to the Labor Council by the tenth, (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Labor Council. Authorization for such deduction may be revoked by written notice from the officer to the Employer.

Section 3.3 Indemnification

The Labor Council hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by the reason of any action taken by the Employer for the purpose of complying with the provisions of this article.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 4.1 Management Rights

Except as specifically modified by other articles of this Agreement, the Labor Council recognizes the City's exclusive right to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include but are not limited to the following:

- (a) To plan, direct, control and determine all the operations and services of the City;
- (b) To supervise and direct the working forces;
- (c) To establish the qualifications for employment and to employ employees;
- (d) To establish special positions and to select personnel to fill them;
- (e) To schedule and assign work;
- (f) To transfer employees; to determine work hours, including shift hours;
- (g) To establish work and productivity standards and, from time to time, to change those standards;
- (h) To assign overtime;
- (i) To determine the methods, means, organization and number of personnel by which operations are conducted;
- (j) To subcontract or contract out goods and/or services;
- (k) To determine whether work and/or services are to be provided by employees covered by this Agreement or by other employees or persons not covered by this Agreement;
- (l) To make, alter and enforce rules, regulations, orders and policies;
- (m) To evaluate employees;
- (n) To determine, change or eliminate existing methods, facilities, equipment or facilities;
and,
- (o) To carry out the mission of the City.

Nothing contained in this Agreement shall diminish the City's obligation to bargain over the impact of the exercise of its management rights or over subject matter not addressed or known to the parties at the time of this Agreement, as provided under the Illinois Public Labor Relations Act; upon the request of the Labor Council.

Section 4.2 Emergency Operations

The City may take any and all actions as may be necessary to carry out the mission of the City and Police Department in situations of civil emergency (including but not limited to riots, tornados, civil disorder and floods) as may be declared by the Mayor, the City Administrator, Police Chief or his authorized designee, which actions may include the temporary suspension of the provisions of this Agreement provided that wage rates and monetary benefits shall not be suspended and provided that all provisions of this Agreement shall be promptly reinstated once a civil emergency condition ceases to exist.

ARTICLE 5 - NO STRIKE / NO LOCKOUT

Section 5.1 No Strike Commitment

Neither the Labor Council nor any officer will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage or the concerted interference with the full, faithful, and proper performance of the duties of employment with the Employer during the term of this Agreement. Neither the Labor Council nor any officer shall refuse to cross any picket line, by whoever established.

Section 5.2 Resumption of Operations

In the event of action prohibited by Section 5.1 above, the Labor Council immediately shall disavow such action and request the officer to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Labor Council, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 5.3 Labor Council Liability

Upon the failure of the Labor Council to comply with the provisions of Section 5.2 above, any agent or official of the Labor Council who is an officer covered by this Agreement may be subject to the provisions of Section 5.4 below.

Section 5.4 Discipline of Strikers

Any officer who violates the provisions of Section 5.1 shall be subject to immediate discharge. Any action taken by the Employer against any officer who participates in action prohibited by Section 5.1 above shall not be subject to the provisions of the grievance procedure, except that the issue of whether an officer in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

Section 5.5 No Lockout

The Employer will not lockout any employees during the term of this Agreement as a result of a labor dispute with the Union and/or Labor Council.

ARTICLE 6 - RESOLUTION OF IMPASSE

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended (5 ILCS 315/1-27). The Employer and Labor Council agree that any arbitration hearings shall be held in Fulton, Illinois, unless both parties agree otherwise.

ARTICLE 7 – DISCIPLINE AND DISCHARGE

Section 7.1 Discipline Defined/Just Cause Standard

No non-probationary officer covered by this Agreement shall be suspended, relieved from duty, disciplined in any manner or separated without just cause. The Employer agrees with the tenets of progressive and corrective discipline. However, the tenets of progressive and corrective discipline shall not apply to instances of serious misconduct which would warrant termination or suspension for the first offense. Disciplinary action or measures shall include only the following, which shall be imposed based upon the foregoing and the severity of the offense: verbal reprimand (documented in writing), written reprimand, suspension, demotion, and discharge.

Disciplinary action shall be imposed promptly after the Employer becomes aware of the event or action that gave rise to the discipline and has a reasonable period of time to investigate the

matter. An employee may be relieved of duty pending any investigation, hearing or the imposition of discipline. Any employee so relieved shall receive all ordinary pay and benefits as if they were working.

Section 7.2 Representation During Investigation/Bill of Rights

Employees shall have the right to be represented at any disciplinary meeting by an Illinois FOP Labor Council representative as provided in statute and by labor board or court ruling. Further, the Employer agrees to follow the procedures set forth in "Peace Officers Disciplinary Act" (50 ILCS 725/1-7). The officer shall have the right to be represented at such inquiries, investigations or interrogations by a Labor council representative. Nothing in this Article shall waive or diminish an officer's right to legal counsel as provided by statute or court ruling .

The Illinois Fraternal Order of Police Labor Council representative shall be available within a reasonable time after notification of a pending interview or interrogation. The term "reasonable time" is dependent upon the circumstances leading to the interview or interrogation of the employee subject to the interview or interrogation; including the nature and seriousness of the allegations or complaint and the availability of the FOP representative.

Section 7.3 Pre-disciplinary Meeting

Prior to the Employer taking any final disciplinary action and concluding its investigation, the City Administrator shall meet with an employee. The purpose of the meeting shall be to inform the employee of the basis or reason(s) for the contemplated discipline, provide the employee with copies of all pertinent documents relating to the discipline investigation, and provide the employee an opportunity to speak on his/her own behalf and rebut the reasons for such discipline. An employee shall have the right to be represented by an Illinois FOP Labor Council representative at such a meeting.

The foregoing should not be construed as to prevent the Employer from meeting with employees individually or as a department or part thereof, for the purpose of training, coaching, mentoring, educating, or remediating and for the purpose of conducting evaluations when such a meeting is without the expectation of discipline. Such meetings may be documented in writing and retained in department files and shall not constitute discipline.

Section 7.4 Discipline Imposed and Appeal

Employees shall be notified of any disciplinary action in writing, except for verbal reprimands. The written notice shall include the disciplinary action imposed and describe the reasons and basis for the discipline.

Any disciplinary action imposed upon an employee may be appealed through the grievance and arbitration provisions of this Agreement. Discipline grievances shall be initially filed at Step 2 – City Administrator of the grievance procedure, within fourteen (14) calendar days of the receipt of the notice of discipline. Any employee found to be suspended or discharged without just cause shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

ARTICLE 8 - DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 8.1 Definition of a Grievance

A grievance is defined as any unresolved difference between the Employer and the Labor Council or any employee covered by this Agreement regarding the application, meaning or interpretation of the provisions of this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act.

Section 8.2 Representation

Grievances may be processed by the Labor Council on behalf of an employee or on behalf of a group of employees. Either party may have the grievant or one (1) grievant representing group grievances present at any step of the grievance procedure, and the employee is entitled to Labor Council representation at each and every step of the grievance procedure upon his request.

Grievances may be filed on behalf of two (2) or more employees when similar facts, issues, and requested remedy apply to all employees in the group.

Section 8.3 Subject Matter

A grievance will include all the alleged violations of the collective bargaining agreement arising out of the same occurrence. Any allegation of a violation arising out of the same occurrence not by the conclusion of Step 2 will be barred. All grievance shall contain a statement of the grievant's position, the Article(s), and Section(s) of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature of the grievant and the date.

Section 8.4 Time Limitation

Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step, except Step 4, Arbitration. Time limits may be extended by mutual written agreement.

Section 8.5 Grievance Processing

No employee or Labor Council representative shall leave his work assignment to investigate, file or process grievances without first making mutual arrangements with his immediate non-bargaining supervisor, and such mutual arrangements shall not be denied unreasonably. In the event of a grievance, the employee shall always perform his assigned work task and grieve his complaint later, unless the employee reasonably believes that the assignment endangers his safety.

Section 8.6 Grievance Meetings

A maximum of two (2) employees (the grievant and/or local Labor Council Representative) per work shift shall be excused from work with pay to participate in a grievance step-meeting. The employees shall only be-excused for the amount of time reasonably required to present the grievance. The employees shall not be paid for any time during which a grievance meeting occurs outside of the employee's work shift.

Section 8.7 Steps in Procedure

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

Step 1-Police Chief: An employee, with or without a Labor Council representative, or the Labor Council shall prepare a written grievance on a mutually agreed to form and submit such grievance to the Chief of Police no later than fourteen (14) calendar days after the occurrence of the dispute giving rise to the grievance or fourteen (14) calendar days after the employee or Labor Council, through the use of reasonable diligence knew or should have known of the occurrence of the dispute giving rise to the grievance. Within seven (7) calendar days or other mutually agreeable date and time after the grievance has been submitted, the Chief of Police shall meet with the grievant and the Labor Council

Representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Chief shall respond in writing to the grievant and the Labor Council Representative within seven (7) calendar days following the meeting.

Step 2-City Administrator: If the grievance is not settled at Step 1 the grievance may be referred in writing by the employee or the Labor Council, within fourteen (14) calendar days after the decision of the Chief of Police, to the City Administrator. Within fourteen (14) calendar days or other mutually agreeable date and time after the grievance has been filed with the City Administrator the City Administrator shall meet with the Labor Council and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The City Administrator shall respond in writing to the grievant and the Labor Council within seven (7) calendar days following the meeting.

Step 3-Mayor/City Council: If the grievance is not settled at Step 2 the grievance may be referred in writing by the employee or the Labor Council, within fourteen (14) calendar days after the decision of the City Administrator, to the Mayor/City Council and/or their designee(s). Within fourteen (14) calendar days or other mutually agreeable date and time after the grievance has been filed with the Mayor/City Council and/or their designee(s), the Mayor/Council and/or their designee(s) shall meet with the Labor Council and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Mayor/Council and/or their designee(s) shall respond in writing to the grievant and the Labor Council within seven (7) calendar days following the meeting.

Step 4-Arbitration: If the dispute is not settled at Step 3, the Labor Council shall have the right to refer the grievance to arbitration within twenty-eight (28) calendar days after the Mayor/City Council's written decision or the expiration of the seven (7) calendar day period if the Mayor/City Council (or their designee) fail to render a written decision.

Section 8.8 Arbitration

The parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven (7) arbitrators. The arbitrator shall be selected by each party striking a name from the list, until there is one name remaining. The remaining individual shall be the arbitrator. The

order of striking names shall be determined by a coin toss, with the loser striking first. Each party shall have the right to reject one (1) arbitration panel.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The Employer or Labor Council shall have the right to request the arbitrator to require the presence of relevant witnesses and/or relevant documents.

Each party shall bear the expenses of its witnesses. The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the parties. Costs of arbitration shall include the arbitrator's fees, room cost, and transcription costs, if any.

Nothing in this Article shall preclude the parties from agreeing to use an expedited arbitration procedure. The decision and award of the arbitrator shall be made within thirty (30) days following the close of the hearing and shall be final and binding on the Employer, the Labor Council and the employee(s) involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement. All hearings shall be held in the City of Fulton, Illinois unless agreed to otherwise.

ARTICLE 9 – LAY-OFF

Section 9.1 Lay-off and Recall

Where there is an impending lay-off with respect to the officers in the bargaining unit, the Employer shall inform the Labor Council in writing no later than thirty (30) calendar days prior to such lay-off. The Employer will provide the Labor Council with the names of the officers to be laid off prior to the lay-off. Probationary employees, temporary and part-time employees shall be laid off first, then officers shall be laid off in accordance with their seniority. The officers with the least amount of seniority shall be laid off first. All officers shall receive notice in writing of the lay-off at least thirty (30) calendar days in advance of the effective date of such lay-offs.

No employee will be hired to perform or permitted to perform those duties normally performed by a sworn officer while any officer is on lay-off status.

Any officer who has been laid-off shall be placed on the appropriate reinstatement list and shall be recalled on the basis of seniority in the Police Department; with the last officer laid-off being the first officer recalled.

Section 9.2 Effects of Lay-off

During the period of time that non-probationary employees have recall rights as specified in Section 10.1 above, the following provisions shall be applicable to any non-probationary employees who are laid off by the City:

- (a) An employee shall be paid for all earned but unused vacation days at the time of lay-off. Earned but unused vacation days are defined as vacation days earned during the calendar year previous to the year during which the employee is laid off, but not taken by the employee during the year when laid off. Vacation days accrued during the year of lay-off shall be paid to the employee upon termination or the expiration of the right of recall. An employee shall be paid for all earned but unused personal leave at the time lay-off. An employee shall be paid for one-third of the employee's earned but unused sick leave upon termination in accordance with city policy.
- (b) An employee shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for single and, if desired, family coverage, subject to the policies of the City's health insurance carrier.
- (c) If an employee is recalled, the amount of accumulated, uncompensated sick leave days that the employee had as of the effective date of the layoff shall be restored.
- (d) Upon recall, the employee's seniority shall be adjusted by the length of the layoff.

ARTICLE 10 - RULES AND REGULATIONS

Section 10.1 Work Rules and Regulations

Employees shall be required to comply with rules and regulations and policies, which may from time to time be promulgated by the City, unless they are in conflict with the provisions of this Agreement. The City personnel policy shall also apply to the employees covered by this Agreement to the extent the subject matter of is not addressed in, or in conflict with, the provisions of this Agreement.

Section 10.2 Copies of Rules

Employees shall be furnished with copies of the Fulton Police Department Rules and Regulations, and the City of Fulton Personnel Policy Manual. Other applicable rules, regulations,

ordinances and policies shall be kept in an area accessible to employees during their work hours. All rules, regulations and policy manuals shall be kept up to date by the City.

Section 10.3 Use of Technological Equipment

The implementation and use of technological equipment by officers shall be in accordance with Fulton Police Department Rules, Regulations and directions from supervisors. Technological equipment includes, but shall not be limited to, automatic vehicle location system (AVL), global positioning systems (GPS), in-car recording/video systems, officer body cameras, and similar equipment currently in use or placed into service with the Department in the future. The Employer agrees that technological equipment used by officers shall not be randomly reviewed or monitored for the sole purpose of initiating disciplinary action. Additionally, if the use of technological equipment is to be used for the purpose of employee evaluation (e.g. review of video from in-car recording), the officer being reviewed shall be notified in advance and be given the opportunity to review any such material with the evaluating supervisor and make comment prior to such material being considered in any employee evaluation. Nothing in this section shall serve to prohibit Employer from reviewing technological equipment and recordings from such equipment for the purpose of training, incident to official investigation, or as part of a pending disciplinary investigation or disciplinary proceedings.

ARTICLE 11 - EMPLOYEE SECURITY AND PERSONNEL FILES

Section 11.1 Personnel Files

The Employer shall keep a central personnel file within the City Administrator's office for each employee. The Employer is free to keep working files, but only material maintained in the central personnel file may provide the basis for disciplinary or other action against an employee.

Section 11.2 Inspection

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

- (a) Such inspection shall occur within a reasonable period of time following receipt of the request;

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

Section 11.3 Notification and Reply

Employees shall be given immediate notice by Employer when a formal, written warning or other adverse or disciplinary documentation is placed in their personnel file. A copy of the written warning, adverse or disciplinary documentation shall be delivered to the employee, at which time the employee may prepare a written reply to the written warning, adverse or disciplinary documentation. The written reply shall be attached to the written warning, adverse or other disciplinary documentation prior to placement in the personnel file, and shall remain so attached as long as associated document remains in the personnel file.

Section 11.4 Limitation on Use of File Material

Written warnings or other documentation shall not be used in any manner or forum adverse to the officer's interests five (5) years, after its issuance.

Section 11.5 Employee Additions to Personnel File

An employee may submit without the necessity of supervisory approval, documents to become a permanent part of the personnel file. Such documents shall include, but not be limited to, certificates of special training, letters of commendation, documentation of accomplishment, or other material that would be favorable to the officer's interests.

ARTICLE 12 - HOURS AND OVERTIME

Section 12.1 Workday and Work Period

The regular workday shall be defined as twelve (12) consecutive hours within a twenty-four hour period. The regular work period shall consist of eighty-four (84) hours in a fourteen (14) day period. Any shift rotation shall be limited to no less than 28-day cycles. The workday shall include paid lunch and short breaks; officers are subject to emergency call-out from such breaks.

Section 12.2 Changes in Regular Workday or Regular Work Schedule

The department patrol work schedule shall be identified and made available to employees on the 15th day of each month for the succeeding month. After the schedule is posted, the patrol schedule will only be changed due to an emergency or demonstrated operational need to establish a departmental schedule departing from the regular work schedule. The Employer will provide thirty (30) days' notice of any proposed change in the regular workday, work schedule or work cycle, absent an emergency.

Employees shall have the opportunity to express a preference for shifts by seniority. The Chief shall have the final decision on shift assignments taking into consideration the qualifications, certification and training of the employees, experience levels, operational needs and seniority. A work schedule indicating the employees normal shifts, workday, and hours of work shall be made available to all employees bi-monthly. Should it be necessary in the Employer's judgment, after the schedule is posted, to change the shift, schedule or days off of an individual employee or employees due to an emergency or operations need, The Employer will provide as much notice as practical to all employees affected by such change.

Section 12.3 Overtime Payment

Hours worked in excess of a workday or work period as defined above, whether of an emergency or of a non-emergency nature, shall be compensated at the overtime rate of pay; one and one-half (1 ½) the employee's hourly rate of pay. "Hours worked" in this section for purposes of calculating overtime pay shall include all hours in a pay status. The overtime rate shall be computed on the basis of completed fifteen (15) minute segments. Overtime shall not be paid twice for same hours worked. Except in an emergency situation as defined in Section 4.2, employees forced to

work sixteen (16) straight hours shall be allowed an eight (8) hour rest period before beginning another shift.

Employees shall not have their regularly scheduled shifts adjusted, either by delaying the normal starting time or by ordering an early quitting time (including the elimination of regularly scheduled workdays) in order to avoid payment of overtime or call-in pay, except by mutual agreement.

Compensatory time may be paid in lieu of overtime payment if the employee so elects. Compensatory time will be calculated at the same rate as overtime pay. Compensatory time shall be granted at such times and in such time blocks as are mutually agreed upon between the involved officer and a supervisor; permission to use compensatory time shall not be unreasonably denied by the supervisor if operational requirements will not be adversely affected. Employees covered by this Agreement may accrue and carry over year-to-year a maximum of sixty (60) replenishable hours of compensatory time. All overtime hours worked after sixty (60) compensatory hours are accrued shall be paid at the overtime rate.

In the event an emergency is declared by the Employer, as many of the employees shall be continued on duty for such number of hours as may be necessary. For the purposes of this Agreement, emergency shall be defined as a sudden unexpected happening; an unforeseen occurrence or condition; specifically, perplexing contingency or complication of circumstances; a sudden or unexpected occurrence and action; or relatively permanent condition of insufficiency of service or of facilities resulting in social disturbances of distress.

Section 12.4 Call-back

A call-back is defined as an official assignment of work which does not continuously precede or follow an officer's regularly scheduled working hours. Employees called back to work shall be compensated for two (2) hours at the appropriate overtime rate or be compensated for the actual time worked, whichever is greater, at the overtime rate.

Section 12.5 Court Time

Employees covered by this Agreement, required to attend court outside their regularly scheduled work hours shall be compensated at the overtime rate for a minimum of two (2) hours or the actual time worked, whichever is greater, at the overtime rate.

Section 12.6 Distribution of Overtime

The Chief of Police shall schedule and assign overtime to provide maximum coverage. Voluntary overtime or extra shifts shall be offered to available employees on an equalized basis when practical. In the event it is necessary to mandate an employee to work where no volunteers can be found to fill the shift, the available employee with the least amount of overtime hours will be the first to be mandated. The parties agree to meet periodically and review the operation of this provision. For the duration of this Agreement alleged violations of this section will not be subject to the grievance arbitration provisions of this Agreement. However; if inequities of distribution can be shown, the Employer agrees to make reasonable efforts to rectify and equalize overtime opportunities to those with lesser hours.

ARTICLE 13 - INDEMNIFICATION

Section 13.1 Employer Responsibility

The Employer shall be responsible for, hold officers harmless from and pay damages, except punitive damages, or monies which may be adjudged, assessed or otherwise levied against any officer covered by this Agreement, subject to the conditions set forth in the Illinois Compiled Statutes.

Section 13.2 Legal Representation

Officers shall have legal representation by the Employer in any civil cause of action brought against an officer resulting from or arising out of the performance of duties.

Section 13.3 Cooperation

Officers shall be required, within seven (7) calendar days of knowledge of any investigation or litigation, to notify the Employer of same and to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

Section 13.4 Applicability

The Employer will provide the protections set forth in Section 14.1 and Section 14.2 above, so long as the officer is acting within the scope of his employment and where the officer cooperates, as defined in Section 14.3, with the Employer in defense of the action or actions or claims.

ARTICLE 14 - SENIORITY

Section 14.1 Definition of Seniority

As used herein, the term "seniority" shall refer to and be defined as the continuous length of uninterrupted service or employment in a position covered by this Agreement from the date of the employee's last hire. Seniority, to the extent permitted by law, shall be adjusted for lay-off, disability pension, suspension of thirty (30) days or more, or unpaid leaves of absence of ten (10) working days or more.

Section 14.2 Seniority List

The Employer shall prepare a list setting forth the seniority dates for all officers covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting officers covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure.

Section 14.3 Termination of Seniority

An employee shall have his seniority broken when he:

- (a) Quits; or
- (b) Is discharged for just cause (probationary without cause); or
- (c) Is laid off pursuant to the provisions of this Agreement for a period of twelve (12) consecutive months, or fails to report to work within fifteen (15) working days after having been recalled from such lay off; or
- (d) Is absent for three (3) consecutive scheduled work days without proper notification or authorization; or
- (e) Fails to immediately report for work at the termination of a leave of absence; or
- (f) If the employee retires.

Section 14.4 Probationary Period

All newly hired officers shall serve a twelve (12) month probationary period from their date of hire. Probationary officers will receive such contractual benefits not restricted from them during their probation period. Upon completion of the probationary period, officers will be given seniority

back to their date of hire. The lay-off, discipline or termination of a probationary employee shall not be subject to the grievance and arbitration procedure of this Agreement.

ARTICLE 15 - I.F.O.P.L.C. REPRESENTATIVES

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

Section 15.1 Grievance Procedure Meetings

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

Section 15.2 Convention Delegates

Any employee(s) chosen as delegate(s) to an Illinois FOP Labor Council Annual meeting will, upon written application submitted to the Employer with at least forty-five (45) calendar days' notice, be given a leave of absence without pay for the period of time required to attend such conference or meeting. This period of time shall not exceed one (1) week. Accrued vacation can be used for such leave.

Section 15.3 Labor Council Negotiating Team

Members designated as being on the Labor Council negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Labor Council negotiating team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session, nor will the hours or time spent in negotiations be considered as hours worked for computing overtime compensation

Section 15.4 Labor Council Visits to the Workplace

Representatives of the Illinois FOP Labor Council shall be given reasonable access to the workplace for purposes of negotiating and administering this Agreement. Notice of such visits shall be conveyed to the Chief of Police or his designee. The Labor Council or its representative shall have the right to examine time sheets and other records pertaining to the computation of

compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's consent.

ARTICLE 16 - SAFETY ISSUES

The Employer shall take all reasonable steps to protect employees during working hours in the performance of their duties. No employee shall be required to use any equipment that has been designated by both the Labor Council and the Employer as being defective because of a disabling condition unless the disabling condition has been corrected.

When an assigned department vehicle is found to have a disabling defect or is in violation of the law, the officer will notify his supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement, or the continued operation of said vehicle.

ARTICLE 17 - LEAVES OF ABSENCE

Section 17.1 Bereavement Leave/Death in Family

The Employer agrees to provide to an officer leave without loss of pay as a result of death in the immediate family, not to exceed three (3) workdays. A member of the immediate family shall be defined to be any officer's parents (including step), spouse, children (including step or adopted), siblings (including half or step), grandparent (including great), or grandchild. Also included as a member of the immediate family shall be the legal spouse's parents (including step), siblings and grandparents.

Section 17.2 Military Leave

Any employee covered by the terms of this Agreement who is a member of a reserve force of the Armed Forces of the United States, or the State of Illinois, and who is ordered by the appropriate authorities to duty shall be granted a leave of absence and compensation as provided by applicable state and federal statutes.

Additionally, any employee who is a member of the forces listed above shall receive paid leave to attend special training assignments, not to exceed 10 working days a year. The employee will receive full pay during the absence, which shall be computed at the amount equal to 100 percent regular base pay, less any military base pay received by the employee.

Section 17.3 Training Leave

The City will encourage whenever possible, the attendance at professional and technical conferences and short courses and training sessions in the various phases of law enforcement. Time spent in training shall be considered as hours worked and compensated at the appropriate rate of pay. Travel time shall be compensated in accordance with the provisions of the Fair Labor Standards Act (FLSA).

Section 17.4 Family and Medical Leave

The Employer may adopt policies consistent with the Family and Medical Leave Act (FMLA). Employees placed on such a leave or requesting to be put on such a leave shall use accrued sick leave or other leave time during the time in which the employee is off work as the result of a FMLA. FMLA leave and other leave shall be used concurrently.

Section 17.5 Injury Leave

An officer who sustains injuries or illness arising out of and in the course of his employment shall be covered by the provisions of the Illinois Public Employee Disability Act (5 ILCS 345/1). No officer will lose any benefits while injured on duty, and will continue to accumulate all benefits provided by this Agreement.

Section 17.6 Jury Duty

An employee shall be granted leave with pay if called for jury duty. Any money paid to the employee for jury duty occurring on a day which the employee was scheduled to work shall be turned over to the City Treasurer.

Section 17.7 Sick Leave

The City shall grant sick leave, which is a paid leave of absence due to non-service illness, medical appointment or injury to an employee. An employee shall be granted sick leave for absences due to illness, injury or medical appointments of the employee's immediate family. Immediate family is defined to include an employee's spouse, child, stepchild, sibling, mother-in-law, father-in-law, grandchild, grandparent, domestic partner, parents, step-parents or other family member living in the employee's household. An employee may use at their election up to an amount not less than the personal sick leave that would be accrued during six (6) months at the employees rate of entitlement for the illness or injury of the employee's immediate family as defined

in this Section. For the absence of an employee for a period in excess of three (3) consecutive workdays, the City may require an examination and certification from a physician or other certified health care provider of City's choice and at the expense of the City. If the City's physician or certified health care provider determines the employee is able to return to work, the employer's physician's or certified health care provider's opinion shall stand unless the employee requests a review from a third physician or certified health care provider. If the employee requests a third physician or certified health care provider, the parties shall mutually agree upon a third physician or certified health care provider to examine the employee and provide an opinion. Such opinion shall be binding on both parties and the cost of the third physician or certified health care provider shall be shared equally between the parties.

Employees shall earn twelve (12) hours of sick time per month. Employees may accrue to a maximum of four hundred eighty (480) hours. Upon leaving employment in good standing, a payment for one-third (1/3) of accumulated sick leave will be paid, up to a maximum of one hundred sixty (160) hours, using the employee's base salary as of the employees last work day. An employee who accumulates four hundred eighty (480) hours of unused sick leave, shall be entitled to be paid an amount equal to their regular compensation for a period of time equal to one third (1/3) of the sick leave accumulated, in any one (1) year, in excess of four hundred eighty (480) hours. This payment will be made on the first payday of December.

Any employee who fraudulently uses their sick leave compensation, may be subject to disciplinary action, up to and including discharge.

Uses of sick leave may include any form of preventative medicine or treatment, which requires the employee to take time off during working hours, to see a doctor, receive hospital or clinical services, or any other similar medical attention. Such usage must be reported to the employee's supervisor or the Chief of Police, prior to leaving work. An employee requesting a sick day, must notify their supervisor one-half (1/2) hour prior to the start of their scheduled work day. Failure to report, may cause forfeiture of the employee's sick pay, in addition to possible disciplinary action.

Section 17.8 Personal Days

Employees may be allowed up to thirty-six (36) hours of personal leave per calendar year. Personal leave may be granted with at the discretion of the police chief with two (2) days' notice. However, this notice requirement shall be waived in the event of an emergency or if sufficient

manpower is scheduled to work on the date the personal day is requested. Personal leave requests shall not be unreasonably denied. Personal leave shall not accumulate and must be used within the calendar year.

Section 17.9 General Leave of Absence

General full-time employees may upon written request to the City Administrator, be granted a leave of absence without pay or accrual of any benefits or seniority for one of the following reasons:

- (a) To enable an employee to engage in a course of study that will enhance their usefulness to the City Service.
- (b) Other equally good reasons considered valid by the City Administrator.

Requests for leave of absence without pay, shall be for a period of time not to exceed one year in duration. Any request for an extension of leave, shall be subject to all the requirements of the original request. The requesting employee shall state the reason(s) why the request should be granted, the date they begin and the date they will return. The City Administrator may approve or disapprove requests on the basis of the operating requirements of the individuals department, availability of substitute employees, the performance and attendance record of the employee and the reasons for the request.

Absolute assurance of reinstatement following the leave provided in this section cannot be given. However, if the position is still in existence and is vacant at the conclusion of the leave period, the employee may resume their status therein. If the position no longer exists or is filled, every effort will be made to place the employee in a comparable position, as soon as it is possible.

ARTICLE 18 - WAGE RATES

Wage rates for the classifications covered by this Agreement appear in Appendix "A", attached. The wages of employees shall be paid biweekly. In the event a pay-day is also a holiday, the preceding day will be a pay-day. Employees covered by this Agreement are hourly employees.

ARTICLE 19 - HOLIDAYS

Section 19.1 Holidays Observed

The following days shall be recognized and observed as paid holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth	Christmas Eve
Independence Day	Christmas Day

Holidays shall be observed on their legal dates, however, employees working a Monday through Friday business-type schedule shall observe holidays on the day established by the City.

Section 19.2 Holiday Pay

Employees will receive one hundred twenty (120) hours of holiday pay at their current rate of pay and receive such holiday pay as a lump sum payment the first business day of each December. Payment for all Holiday Pay will be on a separate paycheck than any other paycheck issued to the employee. If an employee leaves or starts employment at any time during the year, accrued holiday hours will be paid using this formula. Holidays for purposes of other compensation will be viewed like any other workday during the year.

ARTICLE 20 - CLOTHING ALLOWANCE

Section 20.1 Uniforms and Equipment

The City shall supply each new officer upon their date of hire with an initial issue of all required uniforms and equipment (Appendix-D). In addition, the City will provide each officer with the initial issue of all uniform and equipment items which are required as the result of a mandatory change in the required uniforms and equipment. All initial uniforms and equipment supplied under this section shall be the property of the City.

Section 20.2 Annual Clothing Allowance

The City shall provide each officer an annual clothing allowance in the amount of six hundred (\$600) dollars for the purchase, replacement, repair and maintenance of required or authorized uniforms and equipment. Such allowance shall be in the form of a line-item cash voucher system in the name of each officer.

Section 20.3 Ballistic Protection Vest

The Employer agrees to provide officers with ballistic protection vests. The vests shall provide a protection level equal to or greater than the highest caliber of duty weapon regularly carried by officers. The employer agrees to replace the vests every five (5) years or sooner in accordance with National Institute of Justice (NIJ) guidelines. Officers shall wear the ballistic protection vests in accordance with department policy.

Section 20.4 Weapon Procurement

The City will establish what is known as a Firearm Fund to be made available to facilitate the purchase of duty weapons by officers. The officer may purchase a weapon of his choice from a list established by the police chief and use funds from the Firearm Fund to pay for said weapon. The officer will reimburse the City through payroll deduction within a period of time not in excess of one (1) year. The officer shall maintain the duty weapon so that he can use it in the performance of his duties. If an officer ends employment with the City prior to repaying the full amount owed to Firearm Fund, the officer's last check shall be reduced by the amount then remaining due to the Fund. If the officer's final check is not in an amount sufficient to fully repay the Firearm Fund, the officer shall repay the remaining balance to the City within thirty (30) days from the officer's date of separation from employment.

ARTICLE 21 - VACATIONS

Section 21.1 Vacation Accrual

All employees will receive vacation time accrued during the prior year annually on January 1st; vacation time shall be accrued on the employee's anniversary date of hire as follows:

Eighty four (84) hours after one (1) year of full-time service.

One hundred twenty (120) hours after four (4) years of full-time service.

One hundred sixty (160) hours after eight (8) years of full-time service.

Two hundred (200) hours at fifteen (15) years of full-time service.

Computation of continuous service starts on the date the employee begins work and continues as long as the employee is employed. Continuous service will be considered broken, if the employee resigns or is terminated. Time lost due to occupational illness or accident or sickness and injury will be considered as time worked, for a period not to exceed the employee's sick benefits and/or workers compensation benefits.

Section 21.2 Vacation Scheduling

All requests for vacation leave shall be made annually on January 1st of each calendar year or as otherwise required by the department. If more than one (1) employee requests taking the same vacation time and work scheduling does not permit the absence of two (2) employees, the senior employee will be given preference. While it is encouraged that vacation leave be taken at a minimum of one (1) week at a time, the current practice of officers being allowed to use vacation one (1) day at a time shall continue for the duration of this Agreement. Vacation leave will be paid on the basis of the employees regular workweek. All accrued vacation time must be used within the anniversary year it is accumulated. Vacation time may not be advanced, lent or given to another employee. In an emergency, a maximum of one (1) week vacation time may be carried over to the following year, if approved by the employee's supervisor and the City Administrator. Further, an employee receiving an increase in vacation (advancing to a new vacation step) because years of service will receive the additional vacation on the anniversary date for use in the year it was received. If an employee is unable to use the additional vacation by the December 31st, the employee shall be allowed to carry over the additional remaining vacation into the next vacation year for use during that year; with the approval of the Chief.

Vacation time of one (1) week only, at regular base salary, may be paid to an employee, who works in lieu of his time off, with written advance approval by the employee's supervisor and the Chief of Police. However, this will be granted only in very extenuating circumstances, as it is beneficial for the employee to have time away from the job, in the form of a vacation. This will be paid at the final pay period of the calendar year.

On January 1st, the Chief of Police, shall post a vacation schedule. Vacation-time will be determined by the seniority of the employees. If the time requested will interfere with the operation of the department, the employee and the Chief will work out an alternative time. Once vacations have been requested, employees may change their requests, with the approval of the Chief. The

maximum vacation time allowed, to be blocked, on the schedule, at any one time, is two (2) calendar weeks.

Section 21.3 Vacation Rights in Case of Separation

Any employee who is discharged, retired, or separated from the service of the employer for any reason, prior to taking his vacation, shall be compensated in cash for the unused vacation he has accumulated at the time of separation.

ARTICLE 22 – INSURANCE

Section 22.1 Health Insurance

The Employer agrees to provide employees covered by this Agreement with group health insurance for the term of the Agreement. Such coverage shall not be diminished, other than as provided in this Article. Employees shall pay a portion of the premium for individual and family coverage according to the following chart:

	Individual	Family
Commencing 5-1-2025	10%	25%

Should the City desire to amend the current plan benefit structure to help contain costs, it may do so as long as the benefit level remains substantially the same as that in place at the time of this Agreement. Any plan benefit structure change which is recommended by the Employee Insurance Advisory Committee shall be permitted and not be considered a substantial change which would require bargaining.

In the event such coverage is canceled through no fault of Employer, the Employer agrees to provide at least the same premium dollar amount it is now providing in replacing the health insurance plan with another plan. Furthermore, should this latter event occur, the City shall meet and bargain over the changes in the level of coverage, premium rates and other related issues upon demand of the Union.

Section 22.2 Employee Insurance Advisory Committee

The City agrees to continue the utilization of the Employee Insurance Advisory Committee. The purpose of the committee is to review the use of the City health plan and make effective

recommendations for changes to the plan and benefit structure. The FOP bargaining unit shall be allowed one (1) representative on the committee.

Section 22.3 Retirement Insurance Premium Cost Sharing

Employees who meet the minimum requirements for retirement benefits according to the Illinois Municipal Retirement Fund (IMRF) but not having to be eligible to collect those benefits at the time of separation, shall be eligible for retiree insurance assistance from the City under the following conditions:

(a) Retirees with at least ten (10) years but less than twenty (20) years of service with the City:

1. Retirees must be at least fifty-five (55) years of age.
2. Ineligible for insurance through their spouses employer.
3. The City shall pay thirty-three (33%) percent of the premium cost for the single health insurance plan until the retiree reaches the age of Medicare/Medicaid eligibility.

(b) Retirees with at least twenty (20) years of service or more with the City:

1. Retirees must be at least fifty-five (55) years of age.
2. Ineligible for insurance through their spouses employer.
3. The City shall pay sixty-six (66%) percent of the premium cost for the single health insurance plan until the retiree reaches the age of Medicare/Medicaid eligibility.

ARTICLE 23 - GENERAL PROVISIONS

Section 23.1 Bulletin Boards

The Employer shall provide the Labor Council with designated space on available bulletin boards or provide a bulletin board on a reasonable basis for purposes of the Labor Council. Said bulletin board shall be used solely for the purpose of non-political, non-inflammatory Labor Council notices and information.

Section 23.2 Damaged Property

The Employer agrees to repair or replace as necessary an officer's eye glasses, contact lenses, prescription sun glasses, and watches (up to a value of \$ 250.00) or other items of personal equipment, if such are damaged or broken, if during the course of the officer's duties the officer is required to exert physical force or is attacked by another person. The incident shall be documented through a written report with the immediate supervisor.

Section 23.3 Inoculations

The Employer agrees to pay all expenses for inoculation or immunization shots for an officer and for members of an officer's family when such becomes necessary as a result of said employee's exposure to contagious diseases where said officer has been exposed to said disease in the line of duty.

Section 23.4 Residency Requirement

All employees, as a condition of employment, shall reside within a thirty (30) mile area "as the crow flies" from the City of Fulton corporate limits.

Section 23.5 Personal Mail

Officers may use the mailing address of the City of Fulton Police Department as their personal address as allowed by statute.

Section 23.6 Printing and Supply Agreement

One (1) copy of this Agreement shall be supplied to each member of the bargaining unit by the Employer within thirty (30) working days after execution of this Agreement.

Section 23.7 Parking

Subject to availability, the City will make a good faith effort to provide off-street parking to on-duty employees.

Section 23.8. Gender

Whenever a male gender is used in this Agreement it shall be construed to include both male and female employees.

Section 23.9 Fitness Examinations

If there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the Employer may require, at its expense that the employee have an examination by a qualified and licensed medical professional selected by the Employer. The following shall govern such examinations:

- (a) **Notification.** The employee shall be notified in writing of any such examination. The written notice shall also contain the basis for the Employer's cause to believe the employee is unfit for duty.
- (b) **Fitness Opinion.** The examining professional shall form an opinion, based on the results of the employee's examination, as to the employee's fitness for duty. The professional shall forward such opinion to the Employer. All test results, as well as conversations between the employee and the medical professional, shall be considered confidential in accordance with Illinois statutes; Actual test results shall be released only to the extent provided by law.
- (c) **Unfit Finding.** If it is determined as a result of an examination that the employee is unfit for duty, the employee shall be placed in an appropriate status based on the nature of the condition, illness and/or disabling injury.
- (d) **Opinion Disputes.** If there is a dispute over the findings of the medical professional, the employee may seek to be examined by a qualified and licensed medical professional. If the opinion of the fitness for duty from the second professional conflicts with the opinion in the first exam, the parties will then mutually agree upon a third medical professional whose opinion shall be the determining factor over an employee's fitness for duty.

Section 23.10 Training

If an employee is authorized by the Chief or his designee to attend training outside a ten (10) mile radius from the City of Fulton City Hall, the employee will be reimbursed for expenses authorized by the Chief or his designee in accordance with City policy.

Section 23.11 Outside Employment

Outside employment is any employment in addition to the employee's regular full-time job with the City Police Department, including self-employment. A regular full-time employee may

engage in outside employment with the prior approval of the Chief. Such approval shall not be unreasonably withheld. No outside employment will be permitted if it is anticipated that such outside employment will interfere with the performance of the employee's job or create a conflict of interest. Approval for outside employment may be revoked for the same reasons. Prior to beginning employment and annually thereafter in January, the employee must fill out the appropriate "Request for Authorization of Outside Employment" form.

Section 23.12 Mileage Allowance

Employees authorized by the Chief or his designee to use their private automobiles for Police Department business or training outside a ten (10) mile radius from the City of Fulton City Hall, shall be compensated for mileage in accordance with City policy.

Section 23.13 Employee Reimbursement

If an employee leaves the employment of the City for reasons other than a disability pension or termination within four (4) year as of completing basic law enforcement training paid for in whole or in part by the City, the employee shall reimburse the City for the full cost of such training, including tuition, books, lodging and travel expenses.

The employee shall reimburse the City according to the following schedule:

Years of Employment	Percentage Reimbursement
1	100%
2	80%
3	60%
4	40%

The obligation to reimburse the City shall begin upon enrollment in the basic law enforcement training. The employee will be deemed to have agreed to such reimbursement and to have such reimbursement withheld from his or her final paycheck. If such withholding is insufficient to cover the full cost of reimbursement, then the City may pursue further reimbursement by any lawful means.

Section 23.14 Part-time Officers

The Employer may utilize the services of certified part-time officers according to the needs of the department as determined by the police chief and as part of the regular schedule, to the extent permitted under Illinois law and regulation. The use of part-time officers shall not cause the overall

reduction of the number of fulltime officers within the Fulton Police Department, nor cause the reduction of any regular hours of the fulltime officers. Fulltime officers shall have the right of first refusal for all overtime vacancies created by the absence of another fulltime officer. The part-time officers shall receive overtime only in the event of emergencies and the unavailability of fulltime officers.

Section 23.15 Sergeant Promotional Testing

Sergeants shall be selected through a merit based and job related testing process using outside testers and evaluators. Sergeants shall serve a six (6) month probationary period prior to being awarded permanent status. During such period a sergeant may be demoted to his former position as a Police Officer for failure to achieve reasonable designated goals and objectives; and, the ability to demonstrate proficiency in the rank of Sergeant. Upon completion of the probationary period, a sergeant may only be demoted for just cause.

Section 23.16 Specialty Assignments

The Employer may create specialty assignments where the nature of such assignment would constitute a primary function or focus of an officer's regular work assignment (e.g. school resource officer, detective, and DARE officer) Officers shall be selected for special assignments based upon their ability to perform the essential functions of the work, their willingness to accept the assignment, knowledge and specialized training. Seniority will be considered in the selection process.

Section 23.17 Fitness Membership

The Employer agrees to pay in full for all officers memberships to KT3 Fitness Gym in Fulton.

Section 23.18 Field Training Officer

Field Training Officers shall be compensated with one-half (½) hour of overtime for each shift that they are assigned to train another officer.

ARTICLE 24 - SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or

subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid, or unenforceable.

ARTICLE 25 – DRUG AND ALCOHOL TESTING

Section 25.1 Prohibitions

Employees are prohibited while on duty from consuming, possessing or being under the influence of alcohol or possessing, selling, purchasing or delivering illegal drugs, narcotics or marihuana at any time except in accordance with duty requirements. Employees must report to the Chief of Police in writing any known or anticipated side effects of medication or prescription drugs which they are lawfully taking immediately upon said effects first coming to the attention of the Employee.

Section 25.2 Type of Testing

1. Reasonable Suspicion: Where the Employer has a reasonable suspicion to believe that an employee covered by this Agreement is under the influence of alcohol or under the influence of drugs, narcotics or marihuana, while on duty, the Employer has the right to order the employee to submit to alcohol or drug testing in conformity with the terms of this Agreement.

2. Officer Involved Shooting: When a law enforcement officer discharges his or her firearm resulting in the injury or death to a person or person while on duty pursuant to 50ILCS 727/ 1-25, the Employer shall have the right to order the officer to submit to alcohol or drug testing as set forth in this Agreement. At least one supervisory personnel who is not a member of the bargaining unit represented by the Lodge must certify that the officer discharged his or her firearm resulting in injury or death to a person or persons prior to any order given to submit to the testing authorized herein.

Section 25.3 Order to Take Test for Reasonable Suspicion

The Employer shall provide the employee at the time he or she is ordered to submit to testing with a written notice of the order, setting forth the facts and inferences upon which the Employer bases its conclusion of reasonable suspicion. The employee shall have the right to consult with a union representative and/or counsel prior to any testing so long as the test is not delayed more than

one (1) hour by such consultation. Refusal to comply with the order to test may subject the employee to discipline, but taking of the test shall not operate to waive any objection or rights the employee may have. No employee shall be subject to any adverse employment action, except temporary reassignment or relief from duty with pay during the pendency of any testing-procedure. Such reassignment or relief from duty shall be discontinued immediately in the event of negative testing results received by the Employer.

Section 25.4 Tests to Be Conducted

The Employer shall use only a clinical laboratory or hospital facility that is licensed per the Illinois Clinical Laboratory Act, which laboratory shall comply with all SAMHSA (Substance Abuse and Mental Health Services Administration) standards as determined by the Department of Health and Human Services. The Employer shall establish a chain of custody procedure to insure the integrity of samples and test results, and shall not permit the employee or any other city employee to be a part of such chain. Sufficient samples shall be collected so as to permit an initial, a confirmatory test, and a subsequent test to be arranged at a facility of the employee's choosing. Confirmatory testing shall be by gas chromatography, plus mass spectrometry (GCMS) or an equivalent scientifically accurate test. No employee covered by the terms of this Agreement shall invoke any sort of privilege which would bar or lessen the ability of the testing facility to conduct the test or tests to professionally determine the presence or absence of alcohol, marijuana, drugs or narcotics in the body of the employee covered by this Agreement. In the event that a prohibition pertaining to alcohol is involved and the testing facility is unable to obtain the blood/urine specimen within one (1) hour of the employee's arrival at the testing facility the employer may utilize a breath testing device utilized by Illinois law enforcement agencies to determine violations of the Illinois motor vehicle code.

Section 25.5 Test Results

Before a positive test is reported to the Employer, the hospital or lab will have the results reviewed by a Medical Review Officer (MRO), who will verify the existence of a valid prescription or conflict, which might result in a false positive. If the MRO determines that there is a valid reason for a false positive, the results will not be reported to the Employer. Within three (3) calendar days after receipt of the test results report from the testing laboratory, the Employer shall provide the

employee who has undergone the drug or alcohol testing copies of all documentation associated with such testing at the Employer's expense.

Section 25.6 Right to Contest

The Union and/or the employee shall have the right to contest and/or grieve any aspect of any testing under this Agreement, including the right to test, the order, the administration of the test, the significance or accuracy of the test, or the consequences of the test results. Nothing herein shall waive or limit any rights employees may have concerning such tests that may arise outside this agreement, which the employee may pursue with or without the Union.

Section 25.7 Voluntary Requests for Assistance

No adverse employment actions are to be taken in any manner or forum against any employee who prior to apprehension or detection voluntarily seeks assistance for alcohol or legally possessed drug/narcotic problems other than the Employer may temporarily reassign an employee if the employee covered by this Agreement is unfit for duty in the employee's current assignment and a suitable reassignment position exists in the judgment of the Chief. All said requests shall be held strictly confidential by the Employer and not released or used in any manner or forum contrary to the employee' interests. Such employee who utilizes the terms of this section is subject to random testing at any time for any/or no reason for a period of one (1) year from the time of the request for assistance mentioned in this writing. Such employee may utilize sick leave, vacation, compensatory time, holiday or personal days accrued by the employee covered by this Agreement to cover absences which might occur while receiving assistance under this section.

There shall be no unit wide or random testing of employees covered by this Agreement except random testing as authorized in Section 26.7.

ARTICLE 26 - DURATION

Section 26.1 Term of Agreement

The Agreement shall be effective from May 1, 2025 and shall remain in effect through April 30, 2028, except as hereinafter provided. It shall continue in effect from year to year thereafter unless notice of a demand to bargain to modify the terms of the Agreement is given in writing by email by either party at least ninety (90) days before the expiration date. Such notices shall be

considered to have been given as of the date sent. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 26.2 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 of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

SIGNATURES

IN WITNESS WHEREOF, the parties herein have affixed their signatures this ____ day of _____, 2025.

For the City of Fulton, Illinois:

For the Illinois FOP Labor Council:

Mayor

Bargaining Unit Chairman

City Administrator

Bargaining Unit Committee Member

Field Representative
Illinois FOP Labor Council

APPENDIX – A: WAGES

Section 1 Base Wages

The base wages for employees shall be in accordance with the following wage schedule. Employees eligible for a step increase shall advance within the step-plan on their anniversary dates of hire. All wages shall be retroactive to their effective dates on all compensable hours. Employees covered by this Agreement are hourly employees. The annual rate is determined by taking the hourly rate and multiplying it by 2184.

Step	Effective 5/1/25	Effective 5/1/26	Effective 5/1/27
	Market Adjustment	5.00%	5.00%
Years of Service	Hourly	Hourly	Hourly
Start	\$28.85	\$30.29	\$31.81
After 2 Years	\$30.58	\$32.11	\$33.71
After 4 Years	\$32.41	\$34.03	\$35.73
After 6 Years	\$34.36	\$36.08	\$37.88
After 8 Years	\$36.42	\$38.24	\$40.15
After 10 Years	\$38.60	\$40.53	\$42.56

Employees shall be placed into the wage schedule based upon their years of service. New employees with one (1) to ten (10) years of prior law enforcement experience shall be started at the “After 2 Year” step . New employees with ten (10) or more years of prior law enforcement experience shall be started at the “After 4 Years” step. Any officer so placed shall remain at the “After 2 Year” or “After 4 Years” step until their years of service with the City of Fulton will allow movement to the next step. Employees remaining at the “After 2 Year” or “After 4 Years” step will receive the annual wage increases on May first of each year.

Section 2 Sergeant Pay

Employees holding the rank of sergeant shall have eight (8.00%) percent added to their hourly rate of pay . Such pay shall be incorporated into and made part of the employee's base wages.

Section 3 Employer/Employee Discussions

If the City experiences a revenue decline, overall, of ten (10%) percent or more of the average of the three (3) previous fiscal years for Sales Tax, Property Tax, Water Service Fees and/or Wastewater Service Fees for the current fiscal year, the bargaining unit agrees to meet and consider options the City presents to assist with their financial difficulties. The City shall notify the bargaining unit on or before April 1st of each fiscal year if such a decline is projected.

APPENDIX – B: DUES AUTHORIZATION FORM

DUES AUTHORIZATION FORM

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

I, _____, understand that under the U.S. Constitution, I have a right not to belong to a union. By my signature, I hereby waive this right and opt to join the IL FOP Labor Council.

I, _____, hereby authorize my Employer, _____, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Date: _____

Signed: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Personal E-mail: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council

Attn: Accounting


974 Clock Tower Drive

Springfield, Illinois 62704

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction. Please check with your tax preparer regarding deductibility.

APPENDIX – C: GRIEVANCE FORM

	<h3 style="margin: 0;">GRIEVANCE</h3> <p style="font-size: small; margin: 0;">(use additional sheets where necessary)</p>	Lodge/Unit No. / Year / Grievance No.
Date Filed: _____ Department: _____		
Grievant's Name: _____ <div style="display: flex; justify-content: space-around; font-size: small;"> Last First M.I. </div>		
<hr style="border: 1px solid black;"/> <h3 style="margin: 0;">STEP ONE</h3>		
Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____ Article(s)/Sections(s) violated: _____ Briefly state the facts: _____ _____ _____ _____ _____ _____		
Remedy Sought: _____ _____ _____		
Given To: _____ _____ Grievant's Signature		Date: _____ _____ FOP Representative Signature
<h3 style="margin: 0;">EMPLOYER'S RESPONSE</h3>		
_____ _____ _____		
_____ Employer Representative Signature		_____ Position
_____ Person to Whom Response Given		_____ Date
<hr style="border: 1px solid black;"/> <h3 style="margin: 0;">STEP TWO</h3>		
Reasons for Advancing Grievance: _____ _____		
Given To: _____ _____ Grievant's Signature		Date: _____ _____ FOP Representative Signature
<h3 style="margin: 0;">EMPLOYER'S RESPONSE</h3>		
_____ _____ _____		
_____ Employer Representative Signature		_____ Position
_____ Person to Whom Response Given		_____ Date

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

Lodge/Unit No. / Year / Grievance No.

STEP FOUR

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative



APPENDIX – D: UNIFORMS AND EQUIPMENT

The following is the initial issue of uniforms and equipment issued to new officers:

- 2-Patrol Pants 5.11 Strike Khaki Color (Academy Only)
- 10-White Crew Neck Shirts with Last Name on Back 2” Large Black Screen Printing (Academy Only)
- 3-Patrol Pants 5.11 Strike Storm Color
- 2 Long Sleeve Poly Base Shirts with Patches
- 2 Short Sleeve Poly Base Shirts with Patches
- 1-Long Sleeve Winter Base Shirt with Patches
- 2-Short Sleeve Black T-Shirt with FPD Screen Printing
- 2-Long Sleeve Black T-Shirts with FPD Screen Printing
- 1-Long Sleeve Dress Uniform Shirt
- 1-Short Sleeve Dress Uniform Shirt
- 1-Dress Uniform Pant
- 1-Plain Black Leather Belt 1 ¾“ Silver Buckle
- 1-FPD Pin Badge
- 1-FPD Wallet Badge
- 1-FPD Department ID
- 2-Flex/Velcro Badges
- 1-Flag Pin (Dress Uniform)
- 1-Name Plate with “Starting Since”
- 1-Set of Collar Pins (FDP)
- 1-Tie Bar with Illinois State Seal Color
- 1-Multi Layer Winter/Light Weight Coat
- 1-Rain Coat
- 1-Vest with Vest Carrier
- 1-Pair of Duty Boots (Leather/Polished less than \$150,00)
- 1-Pair of Duty Gloves
- 1-Can OC Spray (MK-3)
- 1-OC Can Holder
- 1-Radio Holder
- 1-Radio Ear Tube
- 1-Streamlight Strion DS HL Flashlight