

ILLINOIS FOP LABOR COUNCIL

and

CITY OF CARBONDALE

Patrol Officers

May 1, 2015 – April 30, 2018

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**LABOR AGREEMENT BETWEEN
THE CITY OF CARBONDALE, ILLINOIS
AND THE
FRATERNAL ORDER OF POLICE LODGE #192 AND
THE ILLINOIS STATE FRATERNAL ORDER OF POLICE LABOR COUNCIL**

ARTICLE I - PURPOSE OF AGREEMENT

This Agreement is entered into between the City of Carbondale, Illinois, a municipal corporation, hereinafter called the “Employer” or “City”, and the Fraternal Order of Police Lodge #192, Illinois State Fraternal Order of Police Labor Council, hereinafter called the “Union”. The intent and purpose of this Agreement is to: (1) establish certain hours, wages, and other conditions of employment, and (2) establish procedures for the resolution of disputes concerning interpretation and application of this Agreement.

The City and the Union, through this Agreement, continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge to dedication.

ARTICLE II - RECOGNITION

Section 2.1. Recognition

The City recognizes the Union as the sole and exclusive collective bargaining representative for all sworn officers below the rank of Sergeant (hereinafter referred to as “officers” or “employees”). Excluded are all other employees, including, but not limited to, all sworn peace officers of the rank of sergeant and above, any employees excluded from the definition of peace officer as defined by the Illinois Public Labor Relations Act, all non-Police Department employees, and all other managerial, supervisory, confidential, and professional employees, as defined by the Act (as it existed on January 1, 1986).

Section 2.2. Fair Representation

The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit whether or not they are members of the Union.

ARTICLE III - UNION SECURITY

Section 3.1. Dues Deduction

While this Agreement is in effect, the City will deduct from each employee’s paycheck the uniform, regular Union dues for each employee in the bargaining unit who has signed and filed with the City a voluntary, effective checkoff authorization form. The City shall forward to the appropriate designated officer of the Union all amounts deducted. The actual dues amount deducted, as determined by the Union, shall be uniform in nature for each employee in order to ease the Employer’s burden of administering this provision.

If the employee has no earnings due for a given pay period, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision. The Union may change the fixed uniform dollar amount which will be considered the regular monthly dues once each calendar year during the life of this Agreement. The Union will give the City thirty (30) days' notice of any such change in the amount of regular monthly dues to be deducted.

Section 3.2. Fair Share

During the term of this Agreement, employees who are not members of the Union shall, commencing sixty (60) days after their employment, pay a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by this Agreement, provided said fair share fee shall not exceed the dues attributable to being a member of the Union. Such fair share fees shall be deducted by the City from the earnings of non-members and remitted to the Union with the same frequency and in the same fashion as dues payments. The Union shall periodically submit to the City a list of the employees covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The amount of the fair share shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit. The fair share fee should be uniform for each employee subject to the obligation to pay a fair share fee. The Union may change the fixed uniform dollar amount that will be considered the regular monthly fair share fee once each calendar year during the life of this Agreement. The Union will give the City thirty (30) days' notice of any such change in the amount of the fair share fee.

The Union agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payors. Accordingly, the Union agrees to do the following:

1. Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.
2. Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share fee payors can object to the amount of the fair share fees.
3. Place the amount reasonable in dispute into an escrow account pending resolution of any objections raised by fair share fee payors to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to fair share fee payors as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bonafide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

Section 3.3. Union Indemnification

The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

ARTICLE IV - LABOR-MANAGEMENT MEETINGS

Section 4.1. Meeting Request

The Union and the City agree that in the interest of efficient management and harmonious employee relations, that meetings be held if mutually agreed between Union representatives and the City Manager or his/her representatives. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a “labor-management meeting” and expressly providing the agenda for such meeting. Such meetings and locations, if mutually agreed upon, shall be limited to:

- (a) discussion on the implementation and general administration of this Agreement;
- (b) a sharing of general information of interest to the parties;
- (c) notifying the Union of changes in conditions of employment contemplated by the Employer which may affect employees;
- (d) items concerning safety issues.

Section 4.2. Content

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at the “labor-management meeting” nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 4.3. Attendance

Attendance at labor-management meetings shall be voluntary on the employee’s part, attendance during such meetings shall not be considered time worked for compensation purposes. Normally, three (3) persons from each side shall attend these meetings, schedules permitting.

ARTICLE V - MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the City retains the right to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement. These rights include, but are not limited to, the following: to plan, direct, control and determine all the operations and services of the City; to determine the City's budget and budgetary priorities; to levy taxes; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to assign overtime; to determine the methods, means, organizations and number of personnel by which operations are conducted; to maintain the efficiency of government operations; to determine whether goods or services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; to take whatever action as may be necessary in situations of emergency; and to carry out the mission of the City.

ARTICLE VI - INDEMNIFICATION

If any claim or action is instituted against an officer covered by this Agreement based upon an injury allegedly arising out of an act or omission occurring within the scope of his/her employment as such officer, the Employer will do the following:

1. appear and defend against the claim or action on behalf of the officer;
2. pay, or indemnify the officer for a judgment based on such claim or action.

Officers shall be required to cooperate with Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

Acts of willful misconduct are not covered by this Article and the Employer shall not be required to indemnify an officer for any portion of a judgment representing an award of punitive or exemplary damages.

ARTICLE VII - PROBATIONARY EMPLOYEES

Section 7.1. General Policy

New employees shall be considered probationary employees from date of hire through a period ending 12 months after the employee is certified by the Chief to ride solo patrol but not to exceed 18 months. The City shall be the sole judge whether a probationary employee shall be continued in employment during this probationary period. The City may terminate a probationary employee without cause and that employee shall have no recourse to the Union's grievance procedure or any other forum to contest such discharge. Employees shall receive step wage adjustments and benefits provided for elsewhere in this Agreement during their probationary period. Employees shall begin receiving wage for an officer with less than 5 years of service at 12 months following their date of hire.

Section 7.2. Lodge Membership

All probationary peace officers shall be eligible for Lodge membership, and unless otherwise stated, shall receive all benefits listed in this Agreement.

Section 7.3. Residency

No employees shall be required to abide by a residency requirement until a reasonable time after their successful completion of their probationary period.

ARTICLE VIII - SENIORITY, LAYOFF AND RECALL

Section 8.1. Definition

Seniority shall be defined as the length of continuous service as a full-time peace officer of the Carbondale Police Department.

Section 8.2. Order of Layoff

The layoff of employees shall be made in inverse order of seniority. In the event any of the employees under this Agreement have the same seniority, the layoff shall be determined by the drawing of lots, provided, however, that in the event the Illinois Law Enforcement Commission, or any other agency of the State of Illinois, or the United States of America determines that the procedure for layoff contained in this contract is in violation of state or federal laws concerning discrimination based upon race or sex, the City shall engage in layoff of employees, after consultation with the Union, which layoff will not be in violation of said discrimination laws.

Section 8.3. Recall List

Employees separated from the Department through no fault of their own will be placed on a recall list for three (3) years in the order in which they were separated. That is, the last separated shall be the first recalled. Provided, however, that all recalled officers laid off for more than two (2) years must successfully complete the two-week PTI legal update course and one month of field training.

ARTICLE IX - GRIEVANCE PROCEDURE

Section 9.1. Steps

This grievance procedure is limited to the interpretation or application of this Agreement. Any disciplinary action taken against an employee may be appealed through either the grievance process or to the Board of Fire and Police Commissioners. Once an appeal has been initiated using one procedure, the other procedure is no longer available to the employee. An employee claiming a violation concerning the interpretation or application of this Agreement shall present such grievance as herein stated.

All documents, communications and records dealing with a grievance shall be filed in the personnel records of the involved employee(s).

Grievances not resolved between the employee and the Employer are subject to the following procedure:

- Step 1. If an employee has a grievance, he/she shall first present the grievance in writing to the appropriate administrative head of the division within five (5) business days after the occurrence of the incident upon which the grievance is based. The grievance shall be on forms approved by the City and shall include the statement of the facts upon which the grievance is based; the particular provision of the Agreement affected and the remedy requested. The administrative head of the division shall reply in writing within five (5) business days after the grievance is received.
- Step 2. If the grievance is not settled at the first step, it shall be reduced to writing and presented to the Police Chief within five (5) business days from the date of the decision of the administrative head of the division. The Police Chief shall render his decision in writing within five (5) business days from the date the grievance was submitted to him. A copy of the grievance and a copy of the Police Chief's decision will be furnished to both the Human Resources Manager and the City Manager.
- Step 3. If the grievance (other than grieving a reprimand) is not resolved at the second step, the employee may appeal the decision to the City Manager. Such an appeal must be made in writing within five (5) business days following receipt by the employee of the Police Chief's decision. The City Manager shall meet with the interested parties, including the Police Chief and the Human Resources Manager, no later than five (5) business days after receipt of the employee's appeal to him. A copy of the City Manager's decision shall be submitted to all parties concerned within five (5) business days of said meeting.
- Step 4. If the grievance is not settled in Step 3, the Union shall have the right to request arbitration by giving notice to the Federal Mediation and Conciliation Service requesting a list of arbitrators with a copy of the letter being sent to the other parties. The request to the FMCS shall specify that the parties request a panel consisting entirely of members of the National Academy of Arbitrators who reside in Illinois or the Eastern Division of Missouri. Failure to give notice to the FMCS within seven (7) calendar days of the City Manager's decision shall constitute a waiver of any and all matters therein. Within five (5) business days after receipt of the list, the parties will alternately strike from the list until one name remains, and he/she shall be the arbitrator. Expenses of the arbitration hearing, including arbitrator's fees and court reporter's costs, but not including witness fees, shall be shared equally by the City and Union.

Section 9.2. Limitations on Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any

decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules or regulations of administrative bodies that have the force and effect of the law. The arbitrator shall not in any way limit or interfere with the power, duties and responsibilities of the City under law and applicable court decision. Any decision or award of the arbitrator rendered within the limitations of this Section 9.2 shall be final and binding upon the City, the Union and the employees covered by this Agreement.

Section 9.3. Time Limit for Filing

No grievance shall be entertained or processed unless it is submitted at Step 1 within five (5) business days after the occurrence of the event first giving rise to the grievance or within five (5) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event first giving rise to the grievance. A “business day” is defined as a calendar day exclusive of Saturdays, Sundays or holidays.

If a grievance is not presented by the grievant within the time limits set forth above, it shall be considered “waived” and may not be further pursued. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City’s last answer. If the City does not answer the grievance within the time limits specified at either Step 1 or Step 2, the grievance shall be deemed to be denied and the grievance shall proceed to the next step.

ARTICLE X - NO STRIKE - LOCKOUT

Section 10.1. No Strike

Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, secondary boycott, slowdown, speed-up, sitdown, concerted stoppage of work, concerted refusal to perform overtime, mass absenteeism, or any other intentional interruption or disruption of the operations of the City, regardless of the reason for doing so, including refusal to cross a picket line in the line of duty. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City, and the only issue that may be raised in any proceeding in which such discipline or discharge is challenged is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent. Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 10.2. No Lockout

The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE XI - HOURS OF WORK AND OVERTIME

Section 11.1. Application of Article

This Article is intended only as a basis for calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day and/or per week.

Section 11.2. Regular Work Week and Work Day

The regular work week for employees in the bargaining unit shall consist of 40 hours in a consecutive seven-day period. The work week shall begin on Monday and end on Sunday. The Chief of Police shall have the sole discretion to determine whether there shall be four days/tours of work or five days/tours of work. In either case, the days/tours not worked by employees shall be consecutive, although days/tours not worked may not fall within one work week. However, should an employee's shift change at the request of the employee, the City shall not be obligated to pay overtime as a result of that shift change. The 24-hour period constituting a work day begins at the stipulated watch time appropriate to the officer.

Should an employee's shift change result in that employee being scheduled to work two consecutive ten-hour shifts, two consecutive eight-hour shifts, or two shifts that are separated by less than eight hours not on duty, that employee shall not be obligated to work the second ten-hour shift, eight-hour shift, or second shift which is separated from the first shift by less than eight hours not on duty.

Section 11.3. Duty Tours

Officers will be assigned permanent duty tours for a period of not less than 28 days, except in times of emergency, or except as otherwise agreed to between the employee and the Chief of Police. Provided, however, that during each such 28-day period, upon 24 hours' prior notice to the employee, the Chief of Police or his designee may once reassign the employee for up to five (5) consecutive eight-hour tours of the same watch or four (4) consecutive ten-hour tours of the same watch, except that such reassignment may not, except in the event of emergency as aforesaid, be used to supersede scheduled time of the employee for court appearances or days off from work.

Section 11.4. Overtime Rate

Time and one-half shall be paid for hours worked in excess of forty (40) hours during the regular work week, for hours worked as the result of shift changes other than shift changes described in Section 11.3 of this Article XI, and for those hours in excess of eight hours or ten hours in a work day, whichever is appropriate to the employee's assigned tour. If time is lost during the regular work week for unexcused absence, then premium pay on a daily basis shall not prevail. All time worked in excess of forty hours during the regular work week and in excess of eight hours or ten hours in a work day, whichever is appropriate to the employee's assigned tour shall be computed on the basis of three (3) minute segments.

Section 11.5. Required Overtime

The Chief of Police or his designee(s) shall have the right to require overtime work and officers may not refuse overtime assignments. In non-emergency situations, the Chief or his designee as a general rule shall take reasonable steps to obtain volunteers for overtime assignments before assigning required overtime work. However, volunteers will not necessarily

be selected for work in progress. Also, specific officers may be selected for special assignments based upon specific skills, ability and experience they may possess.

Section 11.6. Call-Back

A minimum of two hours overtime will be paid for all call-back duty, except as provided in Article XI, Sections 11.7 and 11.8.

Section 11.7. Court Call-Back Duty

A minimum of three (3) hours overtime will be paid for all employment related criminal, ordinance or traffic court call-back duty, or in civil court when the officer has been sued in the line of duty, or when testifying as a witness for another officer who has been sued in the line of duty, or when required to testify on behalf of the City, or in civil court where the officer is subpoenaed as case officer or witness relating to his City police duties. If requested by the City, reasonable written evidence of the call-back duty must be provided by the employee before this three-hour payment will be made.

Section 11.8. Court Call-Back Cancellation

In the event an officer is scheduled in court for an item listed in Section 11.7 of this contract, during off-duty hours, and the court appearance is SUBSEQUENTLY CANCELLED, the officer shall receive a minimum of two (2) hours of overtime unless he or she is notified of the cancellation at least 12 hours before his/her scheduled appearance. The officer shall have the duty to call the dispatcher on duty to determine whether or not a notice of cancellation has been received.

Section 11.9. Call-Back Payment Limitation

If an employee is already at the Employer's place of employment prior to the start of his or her shift, and the Employer recalls the employee to duty before the beginning of his or her regularly scheduled shift, the employee shall receive overtime pay for the work performed from the time he or she is recalled to duty and the start of his or her working shift only. In all other instances, employees will receive the two-hour minimum call-back pay in accordance with Section 11.6.

Section 11.10. No Pyramiding

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section 11.11. Compensatory Time

Employees covered under this Agreement may elect to receive compensatory time off in lieu of cash payment for overtime worked as provided in Article XI, unless the overtime worked is the result of a grant-funded initiative in which the grantor will not allow compensatory time accruals to be expensed when it is earned. Compensatory time shall be calculated at the rate of one and one-half (1.5%) times each hour of overtime worked. Employees shall declare whether they want cash payment or compensatory time off at the time they complete the overtime request form, and if the work is a grant-funded initiative which does not allow compensatory time, the employee will be notified in the response to the request form.

An employee shall not be allowed to accumulate compensatory time in excess of 80 total hours. If an employee would have hours in excess of 80 total hours, then those hours in excess of 80 shall be paid in cash at the employee's regular rate of pay.

An employee may not use more than one hundred sixty (160) hours of compensatory time during any fiscal year (May 1, through April 30). Any compensatory time over forty (40) hours not utilized by April 30 shall be paid in cash at the employee's regular rate of pay as of April 30.

Employees may elect to cash out up to forty hours of comp time in the first pay period of December, upon providing sufficient written notice of their intent to do so.

Section 11.12. Scheduling of Preplanned Events

If there is a need for any deviation from an officer's regular schedule for Department scheduled preplanned events, such as Halloween crowd control, it shall be given with at least five (5) days' advance notice. Emergencies or other unforeseen circumstances are excluded from this provision. The City shall have the right to determine the number of hours to be worked.

If an officer who has signed up for voluntary overtime for a preplanned event desires to cancel their sign up for the voluntary overtime for the event, such cancellation shall be done at least seven (7) days in advance of the event. Failure to provide at least seven (7) days advance notice of cancellation without good cause shall result in the officer being ineligible to work voluntary overtime for two weeks from the date of the event for which the officer failed to give seven (7) days advance cancellation notice. Notice of cancellation of sign-up for voluntary overtime for a preplanned event shall be provided in writing or by electronic mail to the Bureau Commander or the Deputy Chief of Operations. Good cause here is considered to be illness, or unforeseen circumstances beyond the control of the officer. If an employee fails to provide seven (7) days advance notice of cancellation, the Chief may consider this as an emergency exemption as referenced in the first paragraph of this Section 11.12 and/or may fill the position by required overtime as provided in Section 11.5

Section 11.13. Division of Overtime Assignments

The City shall make a reasonable effort to divide and offer overtime equally among all eligible employees. For mandatory overtime only a turnsheet shall be used. An officer who works a mandatory overtime assignment shall be placed at the bottom of the turnsheet upon completion of the assignment. If an officer is unavailable for a mandatory overtime assignment, his/her name shall remain at the top of the turnsheet and shall be the first called for the next subsequent mandatory overtime assignment. Mandatory overtime shall mean that overtime, other than hold-over overtime, call-back overtime if such call-back is less than two hours before the start of the officer's working shift, and court call-back duty, which is required in non-emergency situations.

The Union shall be responsible for maintaining the turnsheet and making it available to supervisory personnel. The Union member responsible for the turnsheet shall be allowed a reasonable period of time during the work week, not to exceed one-half hour, to maintain the turnsheet.

Section 11.14. Canine Officers

Should the City establish a canine unit during the term of this Agreement, any officer assigned to the unit shall be compensated at the rate of two (2) hours overtime per week in addition to his/her regular hourly compensation. The parties agree that the two (2) hours of overtime pay per week is fair and adequate compensation for the off-duty care and maintenance of the City's canine. Should the City's canine become ill or injured such that it must be hospitalized at a veterinarian, the officer assigned as the canine's handler shall not receive the two (2) hours overtime provided for in this Section if the canine is hospitalized four (4) or more days in a work week. Should the City's canine die, the officer who was assigned to that canine shall no longer receive the two (2) hours overtime compensation. The City shall transfer ownership of the City's canine to the assigned canine officer upon retirement of the canine, upon written request of the canine officer, unless pre-purchase agreement made by the City dictates otherwise.

Section 11.15. Premium Call-Back Pay for Detectives

When an employee who is assigned to the Investigations Bureau or is assigned as the Crime Scene Specialist (when that duty is assigned to a member of the bargaining unit) or is assigned as a Crime Scene Technician (when that duty is assigned to a member of the bargaining unit and no Crime Scene Specialist is available) is called to work during off-duty hours and such call-back duty hours will result in less than an eight (8) hour interval between the end of the call-back duty and the start of the employee's next regularly scheduled shift, that employee shall receive overtime payment at the rate of two (2) times his or her normal hourly rate for all hours worked during the eight hour interval prior to his or her next regularly scheduled shift. Call-back hours preceding the eight hour interval shall be paid at the normal overtime rate of time and one-half. Additionally, this premium call-back pay will not apply to any call-back beginning two hours or less prior to the beginning of a regularly scheduled shift.

When an employee who is currently assigned to the Investigation Section or is assigned as the Crime Scene Specialist (when that duty is assigned to a member of the bargaining unit) or is assigned as a Crime Scene Technician (when that duty is assigned to a member of the bargaining unit and no Crime Scene Specialist is available) is called to work during off-duty hours and such call-back duty hours will result in less than an eight (8) hour interval between the end of the call-back duty and the start of the employee's next regularly scheduled shift, the employee may elect one of the following two options. In both options, the employee shall be paid at his or her regular hourly rate:

1. Except for call back occurring two hours or less prior to the beginning of a regularly scheduled shift, the employee may delay his or her normal starting time to accommodate the eight-hour interval between the end of the call-out shift and the beginning of the regularly scheduled shift and use paid vacation leave or comp. time (unpaid leave, if the employee has no paid leave available) for the period of time not worked to accommodate the eight-hour interval or the employee may work the full number of hours of his or her regular shift from the time of reporting to duty. If this option is taken, the employee shall provide a written notice to his or her supervisor which shall include the time the employee

will be returning to work and whether he or she will work only the remainder of his or her normal shift or the full number of hours of his or her normal shift.

2. The employee may report to work at his or her regularly scheduled starting time and forego the eight hour gap between the end of the call-out shift and the beginning of the regularly scheduled shift.

Regardless of which option chosen, the employee will report for pre-scheduled court appearances or bona fide emergencies at their regular rate of pay, after which the employee shall be permitted to complete the eight hour interval.

Section 11.16. Training

Departmental training shall be categorized as either “mandatory” or “optional” training, unless agreed upon otherwise by the employee and the Department. The manner in which an employee shall be compensated for attendance at training shall be as follows:

- A. Mandatory Training: For purposes of compensation, mandatory training shall be considered training that is mandated or required by the Department for purposes of obtaining the minimum required skills, knowledge and/or training to meet the Department’s standards, and for which an officer could be subject to discipline for refusing. Examples of mandatory training are: In-service training, re-training of mandatory training, semi-annual training, firearms qualifications, and any additional training required by the Department. Compensation for time spent traveling to/from mandatory training (except for travel to or from training that is held in Carbondale, Illinois, or within a 15 mile radius) and attendance at mandatory training shall be as follows: Training that is conducted during an officer’s regular work day shall be compensated at the officer’s regular rate of pay. Training conducted on an officer’s scheduled day off shall be compensated at an overtime rate of pay. Nothing in this Section prohibits the Chief of Police or his designee’s authority to reassign an officer for up to five (5) consecutive eight-hour tours of the same watch or four (4) consecutive ten-hour tours of the same watch in accordance with Section 11.3 (Duty Tours) of Article XI in order to accommodate a training schedule.
- B. Optional Training: Optional training shall be considered training that is designed to train or re-train an officer in a new or additional skill, which is not required for purposes of maintaining the basic levels of skill, knowledge and training required by the Department. Examples of optional training are: Any training associated with the Career Development Program, any specialized training that is not mandated by the Department, any training that the Department deems to be beneficial to the individual and/or the Department but is not required by the Department, any training that an officer may decline to accept at his/her discretion without being subject to disciplinary action by the Department, and/or any re-training of a skill that was initially learned during an optional training course. Compensation for attendance at optional training shall be as follows: The Division Commander, or his designee, and the officer shall enter into a written agreement no less than two (2) days before the training, which shall state the type of training involved, the date and time of the training, the number of hours to be paid at an hour-for-hour rate of

pay for an officer's attendance at such training, and any specific information relating to that training. Training that is conducted during an officer's regular work day shall be compensated at the officer's regular rate of pay. Training that is conducted on an officer's scheduled day off shall be compensated through hour-for-hour compensatory ("comp") time. If an officer refuses to enter into a written agreement prior to attending the training, the Department shall be under no obligation to compensate the officer for any time or expenses spent in connection with attending such training. The agreement shall be binding upon execution and shall not be modified or changed unless authorized by the Department upon receipt of clear and convincing evidence that additional "classtime" hours were required for all participants of the training in order to complete the course requirements. The payment of hour-for-hour compensatory time shall not affect an officer's contractual "comp" time cap.

ARTICLE XII - HOLIDAYS

Section 12.1. General

Employees of the bargaining unit shall be paid at the premium rate of two and one-half (2½) times the base rate for the following holidays, if worked; otherwise, pay will be at employee's base rate:

New Year's Day	Memorial Day
Martin Luther King, Jr.'s Birthday	Independence Day
President's Day	Labor Day
Good Friday	Veteran's Day
Easter	Thanksgiving Day
	Christmas Day

The assignment of employees on holidays shall be at the discretion of the Chief of Police. In addition to the above specified holidays, during each year of the term of this Agreement, an employee shall be allowed one day off with pay at the base rate, on or after his annual birthday, the date of such day off to be determined at the discretion of the Chief of Police.

When the actual holiday occurs on a different date than the observed holiday, then holiday pay shall be earned by working the actual (not the observed) holiday. This term will take effect at the execution of this agreement. The Human Resources Manager shall post a list of holidays once a year.

ARTICLE XIII - PAY AND ALLOWANCES

Section 13.1. FY2016 - FY2018 Basic Hourly Compensation

Effective May 1, 2015 for the period ending April 30, 2018, employees covered by this Agreement shall receive basic hourly compensation in accordance with the following schedule:

	Current	FY16	FY17	FY18
		2.25%	2.25%	2.25%
Probationary	\$21.46	\$21.94	\$22.44	\$22.94
Under 5 years service	\$24.93	\$25.49	\$26.06	\$26.65
After 5 years service	\$27.10	\$27.71	\$28.33	\$28.97
After 10 years service	\$27.76	\$28.38	\$29.02	\$29.68
After 15 years service	\$29.13	\$29.79	\$30.46	\$31.14
After 20 years service	\$29.80	\$30.47	\$31.16	\$31.86
After 25 years service	\$30.47	\$31.16	\$31.86	\$32.57

FY2016 and FY2017 wage increases were negotiated pursuant to wage reopeners in the prior contract; the FY18 increase was the result of a negotiated one-year contract extension.

Section 13.2. Clothing Allowance

A. All probationary employees shall be supplied with items of clothing and accessories listed herein. Assignments to provide these items shall be made within ten days from the date the employee commences work with the City. These items shall remain the property of the City and shall be returned to the City upon termination of employment, reasonable wear and tear caused by the duties and functions of office excepted.

- 1 Rain-Resistant, Layered Jacket System
- 2 Clip-on Ties
- 2 Gold Metal Tie tacks with State Seal
- 2 Gold Metal Name Plates
- 6 All-season Pants
- 3 Summer Shirts
- 3 Winter Shirts
- 1 Duty Belt
- 1 Pants Belt
- 1 Holster
- 1 Handcuff Case
- 1 Extra Ammunition Carrier
- 1 Baton

- 1 Baton Holder
- 1 Silent Key Holder
- 4 Belt Keepers
- 1 Pair Footwear
- 1 Weapon
- 1 Body Armor
- 1 Handcuffs

- B. Replacement of unserviceable uniforms shall be the responsibility of the employee. The employee may purchase his/her uniforms, but shall purchase them from a vendor, and shall purchase the exact kind and quality as prescribed by the Chief of Police.
- C. All non-probationary employees actively working in the service of the City on May 1, 2015, shall receive a uniform allowance of \$625 and an additional \$300 towards professional dry cleaning costs. The uniform and dry cleaning payments are payable on the payday following the first full pay period in May of 2015.
- D. All non-probationary employees actively working in the service of the City on May 1, 2016, shall receive a uniform allowance of \$625 and an additional \$300 towards professional dry cleaning costs. The uniform and dry cleaning payments are payable on the payday following the first full pay period in May of 2016.
- E. All non-probationary employees actively working in the service of the City on May 1, 2017, shall receive a uniform allowance of \$625 and an additional \$300 towards professional dry cleaning costs. The uniform and dry cleaning payments are payable on the payday following the first full pay period in May of 2016.
- F. Employees who receive the monies provided for in this Article, but who leave employment with the City prior to September 1 of that same year shall repay to City the monies received in accordance with the following schedules:

1.	<u>Uniform Allowance</u>	
	<u>Departure Date</u>	<u>Percentage to be Repaid</u>
	Between 5/1 and 5/15	100%
	Between 5/16 and 5/31	80%
	Between 6/1 and 6/30	60%
	Between 7/1 and 7/31	40%
	Between 8/1 and 8/31	20%
	September 1 and after	0%
2.	<u>Dry Cleaning Costs</u>	
	\$20.83 for each full month remaining in the Fiscal Year.	

- G. Newly-assigned detectives shall receive one-half of their uniform allowance within one pay period of their receiving notice of the assignment.

Section 13.3. Field Training Officer

Any officer serving as a Field Training Officer shall receive a daily stipend equal to two (2) hours of compensation at the regular hourly rate of pay per day during the time in which there is a trainee officer under their direct supervision.

Section 13.4. Qualifying Law Enforcement Service

In calculating the appropriate rates of pay and vacation accrual for bargaining unit members as set forth in Sections 13.1 and 14.1 of this Agreement, the City shall include in its calculation all employees' qualifying law enforcement service. For the purposes of this section, "qualifying law enforcement experience" shall include not only full-time law enforcement work for the City of Carbondale, but also full-time law enforcement work for any other municipal, state or federal employer which was performed prior to their date of hire with the City.

Employees must submit proof of such qualifying experience, which shall be rounded down to the nearest month, and added to their time of service with the City. Therefore, an employee who worked as a full-time police officer for a town for twenty-four (24) months and twenty (20) days, and who has worked for the City of Carbondale for twelve (12) months, shall have thirty-six months of service credit for the purpose of calculating salary and vacation accrual.

This calculation of prior service credit shall in no way affect employees' seniority dates, or their rights to bid for shifts, overtime, days off, layoff, or any other benefit other than base salary and vacation accrual.

This Agreement shall be retroactive to August 21, 2015, and shall be added to the Parties' Collective Bargaining Agreement.

ARTICLE XIV - VACATION

Section 14.1. Rate

Vacation with pay shall be granted to members of the bargaining unit in accordance with the following schedule:

- A. After one (1) year of full-time and continuous employment, an employee shall be granted 80 hours of vacation.
- B. After five (5) years of full-time and continuous employment, an employee shall be granted 120 hours of vacation.
- C. After ten (10) years of full-time and continuous employment, an employee shall be granted 160 hours of vacation.

Vacation shall be earned during the work year and granted to employees every six (6) months from the anniversary date of their employment in increments equal to one-half of the annual vacation time earned.

Allowances for vacation pay shall be in addition to any recognized holidays which may fall during an employee's vacation period.

Section 14.2. Vacation Carry Over

Vacation time may be accumulated to a time not to exceed one and one-half (1 ½) times the amount of vacation time that an employee is eligible for in any one year.

EXAMPLE:

- A. An employee earning two (2) normal work weeks of vacation shall be allowed to accumulate up to a total of three (3) normal work weeks of vacation.
- B. An employee earning three (3) normal work weeks of vacation shall be allowed to accumulate up to a total of four and one-half (4 ½) normal work weeks of vacation.
- C. An employee earning four (4) normal work weeks of vacation shall be allowed to accumulate up to a total of six (6) normal work weeks of vacation.

Section 14.3. Resignation and Termination

When an employee's service with the City is terminated, he/she shall receive compensation for unused vacation leave accumulated. A new employee who leaves the service of the City before completing six months will receive no vacation pay. All earned vacation of employees who die in the service shall be paid in cash to the spouse or estate of said individual.

Section 14.4. Scheduling

Vacations must be taken within the vacation year in which they are due, unless advance written approval of the Human Resources Manager is obtained. Such approval will be granted only when the employee can show good cause. Vacations must be taken at the convenience of the Department.

Section 14.5. Leave Without Pay

Vacation credit will not be accumulated during any type of leave of absence without pay.

ARTICLE XV - SICK LEAVE

Section 15.1. Sick Leave

All members of the bargaining unit are eligible for sick leave after one month of service. Sick leave with pay shall be granted for the following reasons: personal illness or physical incapacity resulting from causes beyond the employee's control; illness of a member of the employee's household, or parent, step parent, children, step-children, sibling, or step siblings that required the employee's personal care and attention; enforced quarantine of the employee in accordance with community health regulation; or to keep a doctor's or dentist's appointment related to the employee's illness or wellness. The City will accept documentation from a doctor as defined in the Illinois Medical Practice Act of 1987, the Illinois Optometric Practice Act of 1987, the Podiatric Medical Practice Act of 1987, the Podiatric Medical Practice Act of 1987 or the Illinois Dental Practice Act.

- A. Amount of Sick Leave: Each member of the bargaining unit shall earn sick leave credits at a rate of eight (8) hours per month. Sick leave need not be used within a specified leave year, but may be accumulated indefinitely.
- B. Layoffs: An employee who is laid off from his/her position for reasons that are not discreditable to him/her may have available for his/her necessary use any unused and unpaid sick leave existing at the time of his/her layoff.
- C. Charges Against Sick Leave: Any absence from an employee's normal working shift shall be reported to the City's Human Resources Office on a "leave request form". It is the employee's responsibility to report all absences from his/her normal working shift to the Human Resources Office.
- D. Doctor's Certificate: The City may require sufficient proof for use of sick leave. The City will not require a doctor's certificate for absences of three (3) days or less, except in cases where an employee has had more than eight (8) individual absences in a contract year. An individual absence can be more than one day. Individual absences which result in employees providing a note from their doctor shall not be counted toward these eight (8) absences. Sick leave with pay in excess of three (3) consecutive working days for reason of personal illness or physical incapacity shall be granted after presentation of a written statement from a doctor as specified above certifying that the employee's condition prevented him/her from performing the duties of his/her position. Such written statement need not include specific information or details about the employees' symptoms, diagnosis, prognosis, or actual medical condition or ailment.

Section 15.2. Personal Day Accrual

Employees who utilize no sick days within a quarter shall accrue one-half of a personal day at the end of each such quarter.

Section 15.3. Sick Leave Bank

There shall be established a sick leave bank for bargaining unit members. Members wishing to voluntarily donate sick time towards this bank shall inform Human Resources, in writing, of their intention to do so, and the amount of hours they wish to donate. They shall do so on the forms and in the manner prescribed by Human Resources. The Employer shall keep an account of all sick time hours so donated. Bargaining unit members suffering an illness or injury, and who have used up all of their sick time, may avail themselves of accumulated sick leave bank time, so long as their request to do so is made in writing, and specifies the amount of time being requested, and is co-signed by the Union's designated sick bank administrator. Nothing in this arrangement shall require the applying member to waive his or her rights under state or federal law. Employees may only donate a maximum of 84 hours to the Sick Leave Bank per year unless the Employer and employee mutually agree to a greater amount. Employees may designate in writing that their donated sick time be used only by certain individuals.

ARTICLE XVI - SICK LEAVE CONVERSION AT RETIREMENT

Upon the retirement of an employee covered by this agreement, the City agrees to contribute to the retiring employee's Voluntary Employees Beneficiary Association (VEBA) through Nationwide Retirement Solutions (NRS) Post Employment Health Plan (PEHP), as provided for in Article XXXI, Section 31.11, an amount equal to the number of accumulated sick leave hours of the employee multiplied by the employee's rate of pay as of the date of retirement.

ARTICLE XVII - SHIFT TRADING

Employees covered by this Agreement shall be allowed to "trade shifts" with other unit employees and the Employer shall not be required to pay additional pay because of such "trading" under the following conditions:

1. It is done voluntarily and not at the behest of the Employer.
2. If time is traded not for the Employer's business considerations, but due to employee's desire or need to attend to personal matters.
3. A record is maintained by the Employer of all time traded by the employees.
4. The time period during which time is traded back does not exceed twelve months.
5. The hours worked shall be excluded by the Employer in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation.
6. When employees trade hours, each employee will be credited as if he or she had worked his or her normal work schedule for the shift.
7. If no employee works the day of the scheduled trade then the substituting employee shall have the hours not worked deducted from his or her benefit time or, if the substituting employee has insufficient benefit time available, shall have his or her pay reduced by the number of hours which the substituting employee agreed to work but did not work and did not have sufficient benefit time to cover.

ARTICLE XVIII - INJURY LEAVE

If an officer suffers any injury in the line of duty which causes him/her to be unable to perform his/her duties, he/she shall continue to be paid by the City on the same basis as he/she was paid before the injury, with no deduction from sick leave credits, compensatory time or overtime accumulations or vacation, or service credits in a public employee pension fund during the time he or she is unable to perform their duties due to the result of the injury, but no longer than one (1) year in relation to the same injury and dating from the occurrence of said injury. During the period of disability, the injured officer shall not be employed in any other manner, with or without monetary compensation. Any person who is employed in violation of this

provision, or the provisions of 5 ILCS 345/1 of the Illinois Compiled Statutes, forfeits the continuing compensation provided for herein, from the time such employment begins. Any salary compensation due the injured person from worker's compensation or any salary due from any type of insurance which may be carried by the City, and any benefits which the officer would qualify under the Illinois Pension Code or other similar City of Carbondale participating pension plan, shall revert to the City during the period the employee is paid by the City as described in this Article, and the employee hereby agrees to take such steps as are necessary to convey and assign all of said funds, or the right to receive said funds to the City.

At any time during the period for which continuing compensation is required under this Article (or 5 ILCS 345/1 of the Illinois Compiled Statutes), the City may at reasonable intervals, order the officer to take a physical or medical examination to determine the degree of disability. Any insurance which the City carries on the officer shall be utilized first to pay for any physical or medical examination requested by the City. If the cost of said examination requested by the City is not covered by the insurance furnished by the City for the officer, then the examination shall be at the expense of the City.

Disability under this Article means such disability as renders the officer unable to perform his or her duties.

ARTICLE XIX - MILITARY LEAVE

Section 19.1. Military Leave

The parties agree to abide by all state and federal laws concerning military duty and leaves.

ARTICLE XX - CIVIL LEAVE

An employee shall be given necessary time off without loss of pay when performing emergency civilian duty in connection with national defense, and for the purpose of voting when the polls are not open at least two hours before or after the employee's scheduled hours of work, or if called for jury duty. There shall be no overtime for civil leave.

ARTICLE XXI - FUNERAL LEAVE

Up to three (3) days' leave with pay shall be granted an employee to attend the funeral of a member of his/her immediate family or member of his/her household. Immediate family shall include spouse, children, siblings, parents, grandparents, grand-children, great-grandparents, and in-laws in the same order. Also to be included are step-parents, step-children, step-brothers, step-sisters, and legally adopted children. Household includes anyone maintaining a family relationship living in an employee's home.

ARTICLE XXII - PREGNANCY LEAVE

Pregnancy shall be treated the same as any other non-work related disability. The date for starting and returning from the leave shall be determined between the officer and her physician

and she shall notify the immediate supervisor as soon as possible of the starting date and date of return.

ARTICLE XXIII - LEAVE WITHOUT PAY

City Manager may grant an employee leave without pay for a period not to exceed one year when it is in the interest of the City to do so. Approved leaves without pay shall not interrupt continuous service nor be deducted therefrom.

ARTICLE XXIV - HEALTH INSURANCE

The City shall provide the same group hospitalization and medical plan for members of the Union as it does for its Non-Union personnel at the same premium rates offered to the Non-Union personnel.

ARTICLE XXV - NO DISCRIMINATION

The parties agree to abide by all state and federal laws concerning discrimination in the workplace. However, any claim of a violation of state or federal discrimination laws shall be filed with the appropriate court or administrative agency, not through the grievance process.

ARTICLE XXVI - DRUGS AND ALCOHOL

The City and the Union agree to the Drug and Alcohol Policy and Procedure which is attached hereto as Exhibit A and made a part hereof.

ARTICLE XXVII - BULLETIN BOARDS

The Employer shall provide the Union with a bulletin board in the squad room.

ARTICLE XXVIII - FOP REPRESENTATIVES

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

Section 28.1. Grievance Processing

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

Section 28.2. Attendance at Convention/Conference

Any employee(s) chosen as delegate(s) to an FOP, State, or National Conference may, upon written application approved by the Union and submitted to the Employer with at least fourteen (14) days' notice, be given a leave of absence without pay for the period of time required to attend such convention or conference. This period of time is not to exceed one (1)

week. The employee may utilize existing vacation and/or compensatory time in lieu of such unpaid leave, subject to scheduling requirements of Department. Such requests shall not be unreasonably denied.

Section 28.3. Union Negotiating Team

Members designated as being on the Union 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 Union negotiating team member is in regular day-off status on the day of negotiations, he/she will not be compensated for attending the session. For the purpose of this section, the number of officers on a paid status shall not exceed two (2).

ARTICLE XXIX - EMPLOYEE DISCIPLINE, SECURITY & PERSONNEL FILES

Section 29.1. Discipline

Nothing contained in this Agreement shall be construed to limit, abrogate or interfere with the duties, prerogatives, rights and responsibilities of the City, through the Police Department, City Manager, and the Board of Fire and Police Commissioners, in hiring, firing and disciplining an officer for just cause. The procedures of Article IX of this Agreement dealing with grievance and arbitration shall not be used for review of disciplinary actions, except as this Article XXIX specifically provides an alternative to utilize the grievance and arbitration procedure in lieu of the Board of Fire and Police Commissioners to contest disciplinary action.

- A. Authority to Discipline. The City Manager, Police Chief and their designee(s) have the disciplinary authority afforded to them by City ordinance, State law and/or the Rules and Regulations of the Carbondale Board of Fire and Police Commissioners (BFPC), as well as this labor agreement, including the authority to reprimand, suspend and terminate employees.
- B. Pre-Disciplinary Meeting. For discipline which would result in a suspension of five (5) days or less, a meeting may, as mutually agreed to, be held with the City Manager at the request of either the employee or the City Manager to review any proposed discipline prior to its imposition. Attending such meeting shall be the City Manager and any other City staff requested by the City Manager, the Chief (or his designee), the involved officer, a bargaining unit representative, and the Labor Council Field Representative.
- C. Process for Election of Forum to Challenge Discipline. The following provisions shall be applicable when disciplinary action which is instituted or proposed by the City Manager, Police Chief or their designee(s) is challenged:
 - 1. If the employee elects to appeal the disciplinary action to the BFPC, the employee's appeal shall be governed by the rules and regulations of the BFPC. The employee and Union must notify the City in writing of their decision to appeal through the BFPC within five (5) business days of receipt of the written notice of disciplinary action.

2. If the employee elects (with the approval of the Union) to file a grievance as to the disciplinary action, the grievance shall be processed in accordance with Article IX of the Agreement, except that it shall be filed at Step 2 of the procedure. Written reprimands will only be processed through Step 2 and shall not be subject to grievance arbitration; oral reprimands are neither grievable nor arbitrable.

The employee and Union, as set forth in Section 9.1, must notify the City in writing of their decision to appeal through the grievance procedure within five (5) business days of receipt of the written notice of disciplinary action.

3. If an employee elects to challenge any disciplinary action, that disciplinary action shall be implemented (including suspension or termination) immediately upon the exercise of that election, if it has not already been implemented by the City Manager or Police Chief.

- D. Irrevocable and Exclusive Nature of Election of Appeal Procedure. It is agreed that the option to appeal either to the BFPC or through the grievance and arbitration procedure are mutually exclusive and irrevocable and that no relief shall be available under the grievance and arbitration procedure (at the initiative of either the employee(s) involved or the Union) with respect to any matter which is appealed to the BFPC, and that no relief shall be available under the BFPC's appeal process (at the initiative of either the employee(s) involved or the Union) with respect to any matter which is appealed to the grievance and arbitration procedure set forth in Article IX of this Agreement.
- E. Finality of Decision and Judicial Review. The decision of an arbitrator or the Board of Fire and Police Commissioners, whichever is applicable, with respect to any such disciplinary action shall be final and binding on the employee, the Union, and the City, subject only to an appeal in accordance with the provisions of Illinois law applicable to the option elected.

Section 29.2. Personnel Files

The Employer shall keep a central personnel file in the City's Human Resources Office for each employee.

Section 29.3. Inspection

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

1. Such inspection shall occur immediately following receipt of the request;
2. Such inspection shall occur during daytime working hours Monday through Friday upon reasonable request;

3. 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;
4. Upon written authorization by the requesting employee, in cases where such employee has a written grievance pending, and is inspecting his/her file with respect to such grievance, that employee may have a representative of the Union present during such inspection and/or may designate in such written authorization that said representative may inspect his/her personnel file subject to the procedures contained in this Article;
5. Pre-employment information, such as reference reports, credit checks or information provided to the Employer with a specific request that it remain confidential, shall not be subject to inspection or copying and shall not be made part of the personnel file.

Section 29.4. Notification and Reply

Employee shall be given immediate notice by Employer when a formal, written warning or other disciplinary documentation is permanently placed in their personnel file. A copy of the written warning or disciplinary documentation shall be delivered to the employee, at which time the employee may prepare a written reply to the written warning or disciplinary documentation. The written reply shall be permanently attached to the written warning or other disciplinary documentation prior to placement in the personnel file. Upon receipt of such copy, the employee shall acknowledge such receipt by initialing and dating the original copy.

Section 29.5. 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 interest.

ARTICLE XXX BILL OF RIGHTS

If the inquiry, investigation or interrogation of a law enforcement officer results in the recommendation of some action, such as transfer, suspension, dismissal, loss of pay, reassignment or similar action which would be considered a punitive measure, then, before taking such action, the Employer shall follow the procedures set forth in 50 ILCS 725 et seq. of the Illinois Compiled Statutes. The law enforcement officer may be relieved of duty pending a formal hearing and shall receive all ordinary pay and benefits as he/she would if he/she were not charged; except in cases where an officer is pending a termination hearing, the officer may be suspended without pay for up to thirty (30) days. The officer shall have the right to be represented at such inquiries, investigations or interrogations by a Union representative.

ARTICLE XXXI - GENERAL PROVISION

Section 31.1. Personal Property

The City shall reimburse members of the bargaining unit for personal timepieces lost or destroyed in the line of duty up to a maximum of \$50 per person per occurrence. The City shall reimburse members of the bargaining unit for eyeglasses lost or destroyed in the line of duty. The City shall reimburse members of the bargaining unit for dentures lost or destroyed in the line of duty, and shall utilize Worker's Compensation insurance or other City insurance for said purpose. Any claim for compensation under this Section must be made to the Chief of Police within twenty-four (24) hours of the loss. Payment shall be made within the sole discretion of the Chief of Police.

Section 31.2. Outside Employment

Employees shall not be employed by employers other than the City nor shall they be otherwise self-employed without notifying the City of such employment. The Employer has the right to restrict employment, including self-employment, if it is shown that such employment would/does result in a conflict of interest or is infringing on the abilities of the employee to do their duties for the City.

Section 31.3. FOP Visits

Authorized representatives of the National or State Lodge may visit the Department during working hours to talk with officers of the local Union and/or representatives of the Employer concerning matters covered by this Agreement. Provided, however, that the Police Chief or his designee be first notified and the visit does not interfere with the operations of the Department.

Section 31.4. Examination of Records

The Union or a 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.

Section 31.5. Funeral Expenses

The Employer agrees to defray funeral and burial expenses of any officer of the Police Department killed in the line of duty, not to exceed \$5,000.

Section 31.6. Continuation of Benefits

The City agrees to continue the same economic benefits given to other City employees as outlined in Administrative Memorandums signed by the City Manager.

Section 31.7. Continuation of Policy

The City will continue, during the term of this Agreement, to allow all seniority to prevail in choice of vacation, work shifts, and days/tours not worked, provided, however, where an individual officer is promoted or is returned to patrol duty during the time between bid periods, seniority shall prevail only with respect to the issue of days/tours not worked in the particular work shift from which the promoted individual came or to which the individual returned, whichever may be the case. Nevertheless, the Police Chief may make appointments to shifts

based on the requirements of the service and within his/her reasonable discretion. The Police Chief's assignment to shifts pursuant to this Section is subject to the grievance procedure. The Chief may establish a procedure whereby senior employees are allowed to choose their vacation in order to implement the provisions of this Section.

Section 31.8. Temporary Restricted Duty

The City may assign employees to Temporary Restricted Duty in accordance with Administrative Memorandum No. 63, as currently set out in the existing Memorandum dated March 3, 1987 and amended and revised on December 11, 1992.

The Union reserves the right to grieve unreasonable or inequitable application of the Temporary Restricted Duty policy.

Section 31.9. Psychological Testing

The City may require an employee to submit to psychological testing when there is a reasonable belief that the employee is suffering from a psychological condition which may affect the proper performance of his/her official duties. The City shall pay for the services of the licensed psychologist, who conducts the testing of the officer, as well as for the travel expenses of the officer.

The licensed psychologist shall forward his/her report of such testing to the Police Chief, who shall make said report available to the officer. The Police Chief shall maintain the psychologist's report in confidence; however, the Police Chief may reveal the report to the City Manager, the Human Resources Manager, and the City Attorney when it is necessary to make a personnel decision based on the psychologist's report. At no time shall the psychologist's report become part of the employee's personnel file.

The officer shall be permitted to submit the report of a psychologist of the officer's choice, retained at his/her own expense, for consideration by the City prior to the City taking any personnel action which would result in loss of pay or benefits to the officer. The officer must submit his/her psychologist's report to the City within a reasonable time after receiving the report of the City's psychologist. Any action based on the psychologist's report shall be subject to the grievance procedure set forth in Article IX of this Agreement.

Section 31.10. Physical Fitness Testing

In order to maintain and improve efficiency in the Carbondale Police Department, to maintain good physical condition of the employees of the Carbondale Police Department, and to protect the public and to reduce insurance costs and risks, the City may establish a reasonable physical fitness program, which shall include individualized goals. While employees may be required to participate and make a good faith effort in any such program, no employee will be disciplined for failure to meet any goals that may be established.

Section 31.11. Post Employment Health Plan

During the period of May 1, 2014 through April 30, 2015, the City agrees to contribute to a Voluntary Employees Beneficiary Association (VEBA) through Nationwide Retirement Solutions (NRS) Post Employment Health Plan (PEHP) for each employee covered by this

Agreement an amount equal to 2% of the employee's base monthly rate of pay at the end of the fiscal year ending April 30, 2014. During the period of May 1, 2015 through April 30, 2016, the City agrees to contribute to a Voluntary Employees Beneficiary Association (VEBA) through Nationwide Retirement Solutions (NRS) Post Employment Health Plan (PEHP) for each employee covered by this Agreement an amount equal to 2% of the employee's base monthly rate of pay at the end of the fiscal year ending April 30, 2015. During the period of May 1, 2016 through April 30, 2017, the City agrees to contribute to a Voluntary Employees Beneficiary Association (VEBA) through Nationwide Retirement Solutions (NRS) Post Employment Health Plan (PEHP) for each employee covered by this agreement an amount equal to 2% of the employee's base monthly rate of pay at the end of the fiscal year ending April 30, 2016. During the period of May 1, 2017 through April 30, 2018, the City agrees to contribute to a Voluntary Employees Beneficiary Association (VEBA) through Nationwide Retirement Solutions (NRS) Post Employment Health Plan (PEHP) for each employee covered by this agreement an amount equal to 2% of the employee's base monthly rate of pay at the end of the fiscal year ending April 30, 2017. Upon an employee's mid-month departure from a position covered by this bargaining agreement, the amount contributed by the City for that month shall be prorated according to the date of departure from the covered position. The City and the Union expressly and unqualifiedly stipulate and agree that, in consideration for the City's agreement to establish and make VEBA contributions, in any interest arbitration proceedings in the future in which wages are an issue, the contributions made to the VEBA program shall be credited to the City for purpose of any external and/or internal comparability analysis. The failure of the Arbitrator to credit such contribution in his or her analysis of the comparability issues will be sufficient grounds for the award to be rejected and/or vacated on request of the City pursuant to Section 14 of the IPLRA.

ARTICLE XXXII - SAVINGS CLAUSE

In the event any article, section or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific article, section or portion thereof specifically specified in the court decision; and upon issuance of such a decision, the City and the Union agree to immediately begin negotiations on a substitute for the invalidated article, section or portion thereof.

ARTICLE XXXIII - ENTIRE AGREEMENT

The parties hereto agree that the terms contained within this contract constitute the entire agreement between the parties. The Personnel Rules and Regulations of the City do not apply to the members of the bargaining unit. This contract shall be binding upon the parties hereto, their heirs, successors and assigns.

ARTICLE XXXIV - DURATION

This Agreement shall be effective from the 1st day of May, 2015, and shall terminate on the 30th day of April, 2018. Provided, however, that the Agreement shall continue in full force and effect after April 30, 2018 until it is superseded by a subsequent agreement between the parties.

Both parties agree to begin negotiations toward a new contract in the month of January during the final year of the agreement or not more than 120 days prior to the expiration of the agreement.

ATTEST:

CITY OF CARBONDALE

City Clerk

City Manager Date Date

FRATERNAL ORDER OF POLICE
LODGE #192

Date

Date

Date

Date

Date

Date

APPENDIX A - DRUG AND ALCOHOL POLICY AND PROCEDURE

Section 1. Statement of City Policy. It is the policy of the City of Carbondale that the public has the reasonable right to expect persons employed by the City to be free from the effects of drugs and alcohol. The City, as the employer, has the right to expect their employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such a manner as to not violate any established rights of the officers.

Section 2. Prohibitions. Officers shall be prohibited from:

- a. consuming or possessing alcohol, except as required in the line of duty at any time during the work day or anywhere on any City premises or job sites, including all City buildings, properties, vehicles and the officer's personal vehicle while engaged in City business;
- b. illegally selling, purchasing or delivering any illegal drug or illegal controlled substance, except as required in the line of duty, at any time;
- c. being under the influence of alcohol during the course of the work day;
- d. consuming or possessing of illegal drugs or illegal controlled substances, except as required in the line of duty, at any time.
- e. being under the influence of illegal drugs or illegal controlled substances at any time;
- f. failing to report to their supervisor any known adverse side effects of prescription drugs which they are taking.

Section 3. Drug and Alcohol Testing Permitted. Where the City has reasonable suspicions to believe that an officer is then under the influence of alcohol or illegal drugs during the course of the work day, the City shall have the right to require the officer to submit to alcohol or drug testing as set forth in this Agreement.

Reasonable suspicion exists if specific objective facts and circumstances warrant rational inferences that a person is using or is under the influence of alcohol or controlled substances. Reasonable suspicion may be based upon, among other matters:

- a. observable phenomena, such as direct observation of use and/or the physical symptoms of using or being under the influence of alcohol or controlled substances;
- b. information provided by reliable and credible sources of which is independently corroborated.

Section 4. Order to Submit to Testing. At the time an officer is ordered to submit to testing authorized by this Agreement, the City shall provide the officer with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The officer shall be permitted a reasonable period of time to consult with a representative of the FOP at the time the order is given. No questioning of the officer shall be conducted that is not consistent with Article 30 (Bill of Rights) of this Agreement. Refusal to submit to such testing may subject the employee to discipline, but the officer's taking of the test shall not be construed as a waiver of any objection or rights that he/she may have.

Section 5. Random Testing. The Chief of Police may institute random drug testing. At anytime random drug testing is initiated, those officers to be tested shall be chosen using random sampling methods and shall not exceed fifteen (15) 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.

Section 6. Tests to be Conducted. 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. make reasonable efforts to inquire 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 the identity of each sample and test result. No officer covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- 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. Blood samples shall be drawn by qualified medical personnel;
- 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. Officers shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the officer will attempt to compromise the accuracy of the testing procedure. If the officer is unable to provide a sample, he/she will be kept under direct supervision until the sample is provided;
- f. confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug metabolites;
- g. provide the officer tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the officer's own choosing, at the officer's own expense; provided the officer notifies the Chief within seventy-two (72) hours of receiving the results of the tests;
- h. 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 tests are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understanding expressed herein, the City will not use such information in any manner or forum adverse to the officer's interests;

require that with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, test results that show an alcohol concentration of .10 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive (Note: the foregoing standard shall not preclude the City from attempting to show that test results between .05 and .10 demonstrate that the officer was under the influence, but the City shall bear the burden of proof in such cases);

- j. provide each officer tested with a copy of all information and reports received by the City in connection with the testing and the results; records concerning positive test results of an officer will be maintained confidential in the personnel file;
- k. insure that no officer is the subject of any adverse employment action except emergency temporary suspension with pay during the pendency of any testing procedure. Any such emergency suspension shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the officer's personnel files.

Section 7. Right to Contest. The FOP and/or the officer, with or without the FOP, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impair any legal rights that officers may have with regard to such testing. Officers retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the FOP.

If the test is confirmed positive, the officer will be notified and will be given the opportunity to present evidence and/or information that the positive test resulted from prescribed or over-the-counter drugs, or that special circumstances may have affected the test results. The officer will be required to sign a release of information in the event that a physician must be contacted for clarification or verification. In the event that evidence shows that the positive test results arose solely from these circumstances, no disciplinary action will be taken against the officer.

Section 8. Voluntary Requests for Assistance. The City shall take no adverse employment action against an officer who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem. The City shall make support for an alcohol or drug related problem. The City shall make available through its Personnel Office a means by which the officer may obtain referrals and treatment. All such requests shall be confidential and any information received by the City, through whatever means, shall not be used in any manner adverse to the officer's interests.

Section 9. Discipline. In the first instance that an officer tests positive on both the initial and the confirmatory test for drugs or is found to be under the influence of alcohol, and whom the Board of Fire and Police Commissioners has deemed appropriately should undergo treatment in lieu of or in addition to some disciplinary action, and all officers who voluntarily seek

assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the City. The foregoing is conditioned upon:

- a. the officer agreeing to appropriate treatment as determined by the physician(s) involved;
- b. the officer discontinues his/her use of illegal drugs or abuse of alcohol;
- c. the officer completes the course of treatment prescribed, including an “after-care” group for a period of up to twelve months;
- d. the officer agrees to submit to follow-up testing during hours of work during the period of “after-care”.

Officers who do not agree to the foregoing, or who test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the City to retain an officer on active status throughout the period of rehabilitation if it is appropriately determined that the officer’s current use of alcohol or drugs prevents such individual from performing the duties of a police officer or whose continuance on active status would constitute a direct threat to the property or safety of others. Such officers shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pending treatment. The foregoing shall not limit the City’s right to discipline officers for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

Use of illegal controlled drugs at any time while employed by the City, abuse of prescribed drugs, as well as being under the influence of alcohol or the consumption of alcohol while on duty (except as may be required in the line of duty), shall be cause for discipline, including termination, subject to confirmation by the Board of Fire and Police jurisdiction of the Board Fire and Police Commissioners, all other issues relating to the drug and alcohol testing process (e.g., whether there is reasonable suspicion for ordering an officer to undertake a test, whether a proper chain of custody has been maintained, etc.) may be grieved in accordance with the grievance and arbitration procedure set forth in this Agreement.

Nothing in this section shall be construed to prevent an officer from:

- 1) asserting, or the Board of Fire and Police Commissioners from considering, that there should be treatment in lieu of discipline in any disciplinary proceeding before the Board of Fire and Police Commissioners, or
- 2) contesting any discipline that may be imposed under applicable federal or state discrimination laws.

The City understands that alcohol and drug addiction is considered a disease by the American Medical Association. The City may, in disciplining an officer with a drug or alcohol problem, consider this point as well as the employee’s willingness to seek help for the addiction.

DUES AUTHORIZATION FORM

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

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 named hereinabove 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: _____

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.



GRIEVANCE FORM

(use additional sheets where necessary)

Date Filed: _____
Department: _____

Grievant's Name: _____
Last First M.I.

STEP ONE

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

Article(s) and Sections(s) of Contract violated: _____

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP ONE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP TWO RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

Lodge No. / Year / Grievance No.

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP THREE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP FOUR RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative

