

ILLINOIS FOP LABOR COUNCIL

and

CITY OF CARBONDALE

Police Telecommunicators

May 1, 2015 – April 30, 2018

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058

Web Address: www.fop.org

24-hour Critical Incident Hot Line: 877-IFOP911



TABLE OF CONTENTS

ARTICLE I - PURPOSE OF AGREEMENT.....	1
ARTICLE II - RECOGNITION	1
Section 2.1. Recognition.....	1
Section 2.2. Fair Representation.....	1
ARTICLE III - UNION SECURITY	1
Section 3.1. Dues Deduction.....	1
Section 3.2. Fair Share.....	2
Section 3.3. Union Indemnification.....	2
ARTICLE IV - LABOR-MANAGEMENT MEETINGS	3
Section 4.1. Meeting Request.....	3
Section 4.2. Content.....	3
Section 4.3. Attendance.....	3
ARTICLE V - MANAGEMENT RIGHTS	3
ARTICLE VI - INDEMNIFICATION	4
ARTICLE VII - PROBATIONARY EMPLOYEES.....	4
Section 7.1. General Policy.....	4
Section 7.2. Union Membership.....	4
ARTICLE VIII - SENIORITY, LAYOFF AND RECALL.....	5
Section 8.1. Definition.....	5
Section 8.2. Order of Layoff.....	5
Section 8.3. Recall List.....	5
Section 8.4. Shift Bid.....	5
ARTICLE IX - GRIEVANCE PROCEDURE	5
Section 9.1. Steps.....	5
Section 9.2. Limitations on Authority of Arbitrator.....	6
Section 9.3. Time Limit for Filing.....	7
ARTICLE X - NO STRIKE - LOCKOUT	7
Section 10.1. No Strike.....	7
Section 10.2. No Lockout.....	7
ARTICLE XI - HOURS OF WORK AND OVERTIME.....	7
Section 11.1. Application of Article.....	7
Section 11.2. Regular Work Week and Work Day.....	8
Section 11.3. Shifts.....	8
Section 11.4. Overtime Rate.....	8
Section 11.5. Required Overtime.....	9
Section 11.6. Call-Back.....	9
Section 11.7. Court Call-Back Duty.....	9

Section 11.8. Court Call-Back Cancellation.....	9
Section 11.9. Call-Back Payment Limitation.....	10
Section 11.10. No Pyramiding.....	10
Section 11.11. Scheduling of Preplanned Events.	10
Section 11.12. Training.....	10
Section 11.13. Personal Leave for Perfect Attendance.....	11
ARTICLE XII - HOLIDAYS	11
Section 12.1. General.....	11
ARTICLE XIII - PAY AND ALLOWANCES	12
Section 13.1. FY 2016 - FY 2018 Basic Hourly Compensation.....	12
Section 13.2. Uniforms.....	12
Section 13.3. Training.....	12
Section 13.4. LEADS Agency Coordinator.....	13
ARTICLE XIV - VACATION	13
Section 14.1. Rate.....	13
Section 14.2. Vacation Carry Over.....	13
Section 14.3. Resignation and Termination.....	13
Section 14.4. Scheduling.....	13
Section 14.5. Leave Without Pay.....	14
ARTICLE XV - SICK LEAVE	14
Section 15.1. Sick Leave.....	14
ARTICLE XVI - SICK LEAVE CONVERSION AT RETIREMENT.....	14
ARTICLE XVII - SHIFT TRADING.....	14
ARTICLE XVIII - MILITARY LEAVE.....	15
Section 18.1. Military Leave.....	15
ARTICLE XIX - CIVIL LEAVE	15
ARTICLE XX - FUNERAL LEAVE.....	15
ARTICLE XXI - PREGNANCY LEAVE.....	15
ARTICLE XXII - LEAVE WITHOUT PAY	15
ARTICLE XXIII - HEALTH INSURANCE.....	16
ARTICLE XXIV - NO DISCRIMINATION	16
ARTICLE XXV - DRUGS AND ALCOHOL	16
ARTICLE XXVI - BULLETIN BOARDS.....	16
ARTICLE XXVII - F.O.P. REPRESENTATIVES	16

Section 27.1. Grievance Processing.....	16
Section 27.2. Attendance at Convention/Conference.	16
Section 27.3. Union Negotiating Team.....	17
ARTICLE XXVIII - EMPLOYEE DISCIPLINE, SECURITY & PERSONNEL FILES	17
Section 28.1. Discipline.	17
Section 28.2. Personnel Files.	18
Section 28.3. Inspection.....	18
Section 28.4. Notification and Reply.....	18
Section 28.5. Employee Additions to Personnel File.....	19
Section 28.6. Access to Union Representation.	19
ARTICLE XXIX - GENERAL PROVISION	19
Section 29.1. Outside Employment.	19
Section 29.2. F.O.P. Visits.....	19
Section 29.3. Examination of Records.....	19
Section 29.4. Continuation of Benefits.	19
Section 29.5. Temporary Restricted Duty.....	19
Section 29.6. Psychological Testing	20
Section 29.7. Post-Employment Health Plan.....	20
Section 29.8. Lead Telecommunicator.	20
ARTICLE XXX - SAVINGS CLAUSE.....	21
ARTICLE XXXI - ENTIRE AGREEMENT	21
ARTICLE XXXII - DURATION	21
SIGNATURES.....	22
APPENDIX A - DRUG AND ALCOHOL POLICY AND PROCEDURE.....	23
APPENDIX B - WAGE RATES/LONGEVITY	28
DUES AUTHORIZATION FORM.....	29
GRIEVANCE FORM.....	30

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 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 EMPLOYER 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 full-time employees in the position of Police Telecommunicator and Lead Telecommunicator (hereinafter referred to as “telecommunicators” or “employees”). Excluded are all other employees, including, but not limited to, all sworn peace employees, any employees 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.

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 check off authorization form. The CITY shall forward to the appropriate designated employee 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 bona fide 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 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.

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 employee 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 employee, the EMPLOYER will do the following:

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

Employees 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 employee 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 hired. The City may, with notice to the probationary employee and the UNION, extend the probationary period for up to six 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 employee with less than 5 years of service at 12 months following their date of hire.

Section 7.2. Union Membership.

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

ARTICLE VIII - SENIORITY, LAYOFF AND RECALL

Section 8.1. Definition.

Seniority shall be defined as the length of continuous service as a full-time telecommunicator of the Carbondale Police Department, with seniority determined by the date and time of the hiring of the telecommunicator.

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.

The City will not intentionally erode bargaining unit work by permanently replacing full-time employees with part-timers, and neither shall the city lay off full-time employees before laying off part-time employees.

Section 8.3. Recall List.

Employees separated from the Department through no fault of their own will be placed on a recall list for two (2) years in the order in which they were separated. That is, the last separated shall be the first recalled. Provided, however, that all recalled telecommunicators laid off must successfully complete any required refresher training.

Section 8.4. Shift Bid.

Employees shall be allowed to bid for shifts in order of seniority. Full-time bargaining unit telecommunicators shall be allowed to bid on all open shifts during the bid period before part-time telecommunicators. The Lead Supervisor's shift and days off shall be assigned by the Chief, and shall not deprive a front-line telecommunicator of the right to bid on an open shift.

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 which could result in loss of salary or benefits may be appealed through the grievance procedure. 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 Police Chief or his designee 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 Police Chief, or his designee, 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 2. If the grievance is not resolved after the first step, the employee may appeal the decision to the City Manager or his designee. 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 contact the Union within five (5) business days to schedule a meeting on a date acceptable to all interested parties to discuss the grievance. After the meeting, the City Manager's decision shall be submitted to all parties concerned within ten (10) business days of said meeting.

Step 3. If the grievance is not settled in Step 2, 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 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 hold a meeting or answer a grievance or an appeal thereof, the grievance shall be considered denied on the basis of the CITY’s last answer.

ARTICLE X - NO STRIKE - LOCKOUT

Section 10.1. No Strike.

Neither the UNION nor any employees, agents or employees will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, secondary boycott, slowdown, speed-up, sit-down, 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 employee 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 forty (40) hours in a consecutive seven-day period. The work week shall begin on Monday and end on Sunday. The normal work day shall be defined as ten (10) consecutive hours as established by the Police Chief. 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 employee.

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

The parties agree that they may mutually agree to a twelve (12) hour work day during the term of this Contract, which said agreement shall not change the remainder of this Contract.

Each employee covered by this Agreement shall be allowed a thirty (30) minute meal break per shift. This meal period shall be considered out of service time during which the employee will be subject only to priority calls. Employees shall also be allowed two fifteen (15) minute out of service breaks, during which the employee will be subject only to priority calls. The parties agree that due to the nature of staffing levels in the Dispatch Division, the employees covered by this Agreement may not be able to be relieved for meal or break periods. All such meal or break periods for which an employee is required to work after requesting the said meal or break period, will be paid as a straight time stipend. The employee shall submit a request for the missed meal to the shift supervisor prior to the end of the employee's shift, in order to qualify for the additional straight time, stipend, pay.

Section 11.3. Shifts.

Employees will be assigned permanent shifts 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 shifts 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, and/or for hours worked in excess of the hours in the normal workday as set out in Section 11.2 above. 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 appropriate to the employee's assigned shift shall be computed on the basis of three (3) minute segments.

The City will make a good-faith effort to equitably distribute overtime when it has advance notice of open shifts, and will give full-time employees the right to select which half of a split shift they want to work, so long as the department's overtime budget is funded.

Employees covered under this Agreement may elect to receive compensatory time off in lieu of cash payment for overtime worked as provided above. 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.

An employee shall not be allowed to accumulate compensatory time in advance of sixty (60) total hours. If an employee would have hours in excess of sixty (60) total hours, then those hours in excess of sixty (60) hours shall be paid in cash at the employee's regular rate of pay.

Compensatory time may be utilized as paid leave by an employee at the convenience of the Department. An employee may not use more than forty (40) 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 also elect to cash out up to forty (40) hours of comp time in the first pay period of December and as of April 30, upon providing sufficient written notice of their intent to do so.

Section 11.5. Required Overtime.

The Chief of Police or his designee(s) shall have the right to require overtime work and employees 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 employees 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 two (2) hours overtime will be paid for all employment related criminal, ordinance or traffic court call-back duty, or in civil court when the employee has been sued in the line of duty, or when testifying as a witness for another employee 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 employee is subpoenaed as case employee 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 two-hour payment will be made.

Section 11.8. Court Call-Back Cancellation.

In the event an employee 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 employee 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 employee shall

have the duty to call the dispatcher on duty at least twelve hours before the start of the scheduled call-back 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. Scheduling of Preplanned Events.

If there is a need for any deviation from an employee'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 employee 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 five business (5) days in advance of the event. Failure to provide at least five business (5) days advance notice of cancellation without good cause shall result in the employee being ineligible to work voluntary overtime for two weeks from the date of the event for which the employee failed to give five (5) business 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 Watch Commander. Good cause here is considered to be illness, or unforeseen circumstances beyond the control of the employee. If an employee fails to provide five (5) business days advance notice of cancellation, the Chief may consider this as an emergency exemption as referenced in the first paragraph of this Section 11.11 and/or may fill the position by required overtime as provided in Section 11.5.

Section 11.12. 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 employee 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 employee's regular work day shall be compensated at the employee's regular rate of pay. Training conducted on an employee'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 employee for up to five (5) consecutive eight-hour shifts of the same watch or four (4) consecutive ten-hour shifts of the same watch in accordance with Section 11.3 (Shifts) 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 employee 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 employee 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 employee 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 employee's attendance at such training, and any specific information relating to that training. Training that is conducted during an employee's regular work day shall be compensated at the employee's regular rate of pay. Training that is conducted on an employee's scheduled day off shall be compensated through overtime. If an employee refuses to enter into a written agreement prior to attending the training, the Department shall be under no obligation to compensate the employee 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 "class time" hours were required for all participants of the training in order to complete the course requirements.

Section 11.13. Personal Leave for Perfect Attendance.

Employees shall earn one-half work day of personal leave for each three (3) months of perfect attendance (no use of sick leave). The employee can accumulate up to a maximum of two (2) work days for this purpose.

ARTICLE XII - HOLIDAYS

Section 12.1. General.

Employees of the bargaining unit shall be paid at the premium rate of two and one-half (2 1/2) times the base rate for the following holidays, if worked; otherwise pay will be at employee's base rate:

New Year's Day
Martin Luther King, Jr.'s Birthday
President's Day
Good Friday
Thanksgiving Day

Memorial Day
Independence Day
Labor Day
Veteran's Day
Day after Thanksgiving
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.

The above listed holidays shall be observed by the UNION members on the same dates as they are observed by the non-union CITY employees, except New Year's Day, Independence Day, and Christmas Day, which shall be observed by the UNION members on the day of the holiday. The Human Resources Manager shall post a list of those dates once a year.

ARTICLE XIII - PAY AND ALLOWANCES

Section 13.1. FY 2016 - FY 2018 Basic Hourly Compensation.

Effective May 1, 2015 and for a period of one year, through April 30, 2016, employees will receive as their salaries, their salary for the previous fiscal year ending on April 30, 2015, plus two-and-a-quarter percent (2.25%) as their salary for Fiscal Year 2016. Any employee who has not received his/her full two-and-a-quarter percent (2.25%) raise for Fiscal Year 2016 shall receive that retroactive to May 1, 2015. Effective May 1, 2016 and for a period of one year, through April 30, 2017, employees will receive as their salaries, their salary for the previous fiscal year ending on April 30, 2016, plus two-and-a-quarter percent (2.25%) as their salary for Fiscal Year 2017. Effective May 1, 2017 and for a period of one year, through April 30, 2018, employees will receive as their salaries, their salary for the previous fiscal year ending on April 30, 2017, plus two-and-a-quarter percent (2.25%) as their salary for Fiscal Year 2018. These salaries shall be as set forth in Appendix B.

Section 13.2. Uniforms.

All employees shall be supplied with required items of clothing and accessories. Orders to provide these items shall be made within ten days from the date the employee commences work with the CITY. The CITY shall replace required clothing and accessories due to normal wear and tear annually. 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. Any major change or addition to the uniform now worn by Police Telecommunicators is to be paid for by the EMPLOYER.

Section 13.3. Training.

Individuals serving in a Communications Training Officer capacity shall be awarded two additional hours of compensation at their regular rate of pay for each full day in which there is a new officer under their direct instruction.

Section 13.4. LEADS Agency Coordinator.

Individuals serving as LEADS Coordinator shall receive a coordinator differential of \$2000 per year while serving as LEADS Coordinator.

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

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 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.

The City shall provide all sick leave benefits for the employees covered by this contract under the same terms and conditions provided for its Non-Union personnel.

ARTICLE XVI - SICK LEAVE CONVERSION AT RETIREMENT

At retirement, the City shall provide the same right to convert sick leave at retirement for the members of the Union, as covered by this Contract, as it does provide for all of its Non-Union Personnel at the time of the employee's retirement. If the employee submits a written request to do so, the City shall apply the retiring employees' converted sick time to a Voluntary Employees Beneficiary Association (VEBA) through Nationwide Retirement Solutions (NRS) Post Employment Health Plan (PEHP).

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 - MILITARY LEAVE

Section 18.1. Military Leave.

The EMPLOYER agrees to abide by state and federal law as currently written and as may be amended from time to time. The EMPLOYER may opt to provide additional benefits for members serving in the military, however, the EMPLOYER shall never provide less than required by State and Federal law.

A copy of the employee's orders and military pay rate must be submitted to the Human Resources Office before any request for military leave with pay shall be granted.

ARTICLE XIX - CIVIL LEAVE

An employee shall be given necessary time off without loss of pay when performing emergency civilian duty in connection with national defense, or if called for jury duty. There shall be no overtime for civil leave.

ARTICLE XX - FUNERAL LEAVE

Three (3) days leave with pay, within two (2) weeks of the family member's death, shall be granted an employee to arrange for travel to and attend a funeral or comparable services of a member of his or her immediate family or member of his/her household. Immediate family shall include spouse, children, siblings, parents, grandparents, grandchildren, great-grandparents, and in-laws of the current marriage, in the same order. Also to be included are step-parents, step-children, step-brothers, step-sisters of the current marriage, and legally adopted children. In extenuating circumstances, additional leave for bereavement may be approved with the use of vacation, sick, or leave without pay. Household includes anyone maintaining a family relationship living in an employee's home. Proof of death may be required as a condition of this benefit. Abuse of this leave could lead to discipline.

ARTICLE XXI - 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 employee and her physician and she shall notify the immediate supervisor as soon as possible of the starting date and date of return.

ARTICLE XXII - 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 thereof.

ARTICLE XXIII - 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 XXIV - NO DISCRIMINATION

The EMPLOYER and the UNION agree that there shall be no discrimination against any employee because of age, sex, marital status, handicap (except to the extent necessary for the public welfare or the good of the service), race, color, creed or national origin.

Any dispute or allegation concerning a claim of discrimination shall not be processed in the grievance procedure hereof, but rather shall be referred to the appropriate local, state, or federal agency or court. Employees furthermore are encouraged to comply with the EMPLOYER's policies pertaining to harassment and discrimination, including the Employer's grievance procedures for claims of this nature.

ARTICLE XXV - DRUGS AND ALCOHOL

The CITY and the UNION agree to the Drug and Alcohol Policy and Procedure which is attached hereto as Appendix A and made a part hereof.

ARTICLE XXVI - BULLETIN BOARDS

The EMPLOYER shall provide the UNION with a bulletin board in the radio room.

ARTICLE XXVII - F.O.P. REPRESENTATIVES

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

Section 27.1. Grievance Processing.

Time while on duty shall be permitted to UNION representatives for the purpose of aiding or assisting or otherwise representing employees 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 27.2. Attendance at Convention/Conference.

Any one employee, as a member of this bargaining unit, chosen as delegate(s) to an F.O.P. 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

time in lieu of such unpaid leave, subject to scheduling requirements of Department. Such requests shall not be unreasonably denied.

Section 27.3. 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 employees on a paid status shall not exceed two (2). If two (2) employees are on the negotiating team, both cannot receive payment if both are scheduled for shiftwork on the day of the negotiations, so as to require replacements for two people during the negotiating session.

ARTICLE XXVIII - EMPLOYEE DISCIPLINE, SECURITY & PERSONNEL FILES

Section 28.1. 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 and City Manager, in hiring, firing and disciplining an employee for just cause.

- (A) Authority to Discipline. The City Manager, Police Chief and their designee(s) have the disciplinary authority afforded to them by City ordinance and State law, as well as this labor agreement, including the authority to reprimand, suspend and terminate employees.
- (B) Pre-Disciplinary Meeting. For any discipline which would result in a sanction of five (5) days of suspension or less, a meeting may be held with the Police Chief or his designee as agreed to by the parties.
- (C) Pre-Disciplinary Meeting. For discipline which would result in a suspension of six (6) days or more, 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 employee, a bargaining unit representative, and the Labor Council Field Representative.
- (D) 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 (with the approval of the Union) to file a grievance as to the disciplinary action, resulting in loss of pay or other benefits, 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.

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.

- (2) If an employee elects to challenge any disciplinary action resulting in loss of pay or other benefits, 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.
- (E) Finality of Decision and Judicial Review. The decision of an arbitrator, 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 28.2. Personnel Files.

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

Section 28.3. Inspection.

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

- (a) Such inspection shall occur within a reasonable time following receipt of the request;
- (b) Such inspection shall occur during daytime working hours Monday through Friday upon reasonable request;
- (c) 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;
- (d) 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.

Section 28.4. Notification and Reply.

An employee shall be given immediate notice by the 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 28.5. 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 employee's interest.

Section 28.6. Access to Union Representation.

If the inquiry, investigation or interrogation of an employee occurs when the City intends to suspend the employee, or take more severe discipline up to and including termination, the employee shall have the right to be represented at such meetings by a UNION representative.

ARTICLE XXIX - GENERAL PROVISION

Section 29.1. 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 29.2. F.O.P. Visits.

Authorized representatives of the National or State Union may visit the Department during working hours to talk with employees 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 29.3. 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 29.4. 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 29.5. Temporary Restricted Duty.

The City may assign employees to Temporary Restricted Duty in accordance with Administrative Memorandum No. 63, as currently established or hereafter amended. The UNION reserves the right to grieve unreasonable or inequitable application of the Temporary Restricted Duty policy.

Section 29.6. 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 employee, as well as for the travel expenses of the employee.

The licensed psychologist shall forward his/her report of such testing to the Police Chief, who shall make said report available to the employee. The Police Chief shall maintain the psychologist's report in confidence.

The employee shall be permitted to submit the report of a psychologist of the employee'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 employee. The employee 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 29.7. Post-Employment Health Plan.

The City shall provide all post-employment health plan benefits for employees covered by this Contract under the same terms and conditions as provided for its Non-Union personnel. The parties further agree that this item may be renegotiated along with the "wage opener" as allowed in Section 13.2 above.

Section 29.8. Lead Telecommunicator.

The title of Lead Telecommunicator shall be added to the official unit description by means of a mutually-agreed to Unit Certification Petition submitted to the Illinois Public Labor Relations Labor Board. Employees in this title shall act as a front-line lead supervisors, and their duties shall be set forth in an official position description. The creation of this new position is not meant to and shall not erode the current bargaining unit. Neither, generally, shall bargaining unit work be eroded by this or other actions.

The Lead Telecommunicator's schedule shall be established at the discretion of the chief, provided that it is only altered for bona fide operational needs, and provided that the Lead Telecommunicator receives at least two weeks advance notice of such schedule changes, where such notice is feasible.

In the future, when the position of Lead Telecommunicator is vacant, the City will post the position internally so that other unit members may apply. Seniority and work experience shall be considered in all such instances.

The Lead Telecommunicator's salary shall be referenced in Appendix B. If a unit member or former unit member is promoted to the position, they shall be paid a minimum of \$8,000 annually above their most recent hourly wage earned under this Contract. This amount shall be disbursed equally over 26 pay periods annually. They shall also receive whatever annual wage and anniversary increases are set forth in Appendix B. If the Lead Telecommunicator has

not been in the bargaining unit prior to being hired, the employee shall thereafter receive 1% longevity increases for every year of service with the City up to his or her 25th year, aside from any annual wage increases that may be bargained into the Contract.

All terms and provisions in this Contract shall apply to the Lead Telecommunicator as well as to the rest of the telecommunicators.

ARTICLE XXX - 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 XXXI - ENTIRE AGREEMENT

This Contract represents complete collective bargaining and full agreement by the parties in respect to rates of pay, wages, hours of work or other conditions of employment which shall prevail during the term hereof and any matters of subjects not herein covered have been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that the understanding and agreements arrived at by the parties after exercise of that right and opportunity are set forth and solely embodied in this Agreement. Therefore, both parties, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter or matters not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either party or both parties at the time that they negotiated or signed this Agreement. The UNION understands that the EMPLOYER is not bound by any past practice that existed prior to the execution of this Agreement.

ARTICLE XXXII - 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 during January of 2018.

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended (5 ILCS 315/14). Any interest arbitration hearings shall be held at the City Hall in Carbondale, Illinois.

SIGNATURES

FOR THE EMPLOYER:

FOR THE UNION:

CITY OF CARBONDALE

FRATERNAL ORDER OF POLICE
LABOR COUNCIL

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 employees.

Section 2. Prohibitions.

Employees 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 employee'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 employee 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 employee 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 employee is ordered to submit to testing authorized by this Agreement, the City shall provide the employee 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 employee 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 employee shall be conducted that is not consistent with Article 28 (Bill of Rights) of this Agreement. Refusal to submit to such testing may subject the employee to discipline, but the employee'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 employees to be tested shall be chosen using random sampling methods and shall not exceed fifteen (15) employees per year except as otherwise provided in this Article. The Union has the right to have one (1) representative 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 employee 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 employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee. Blood samples shall be drawn by qualified medical personnel;
- e. collect samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Employees 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 employee will attempt to compromise the accuracy of the testing procedure. If the employee 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 employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee’s own choosing, at the employee’s own expense; provided the employee 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 employee’s interests;
- i. require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .08 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 .04 and .08 demonstrate that the employee was under the influence, but the City shall bear the burden of proof in such cases);
- j. provide each employee 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 employee will be maintained confidential in the personnel file;
- k. insure that no employee 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 employee’s personnel files.

Section 7. Right to Contest.

The FOP and/or the employee, 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 employees may have with regard to such testing. Employees 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 employee 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 employee 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 employee.

Section 8. Voluntary Requests for Assistance.

The City shall take no adverse employment action against an employee 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 employee 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 employee's interests.

Section 9. Discipline.

In the first instance that an employee 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 City has deemed appropriately should undergo treatment in lieu of or in addition to some disciplinary action, and all employees 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 employee agreeing to appropriate treatment as determined by the physician(s) involved;
- b. the employee discontinues his/her use of illegal drugs or abuse of alcohol;
- c. the employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve months;
- d. the employee agrees to submit to follow-up testing during hours of work during the period of "after-care".

Employees 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 employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of a police employee or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees 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 employees 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 the employee's rights under the grievance procedure. All other issues relating to the drug and alcohol testing process (e.g., whether there is reasonable suspicion for ordering an employee 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 employee from:

- 1) asserting that there should be treatment in lieu of discipline in any disciplinary proceedings; 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 employee with a drug or alcohol problem, consider this point as well as the employee's willingness to seek help for the addiction.

APPENDIX B - WAGE RATES/LONGEVITY

Year	Current	FY16	FY17	FY18
		2.25%	2.25%	2.25%
0-6 Mos	\$16.60	\$16.97	\$17.36	\$17.75
6-12 Mos	\$18.44	\$18.85	\$19.28	\$19.71
1	\$19.41	\$19.85	\$20.29	\$20.75
2	\$19.50	\$19.94	\$20.39	\$20.85
3	\$19.60	\$20.04	\$20.49	\$20.95
4	\$19.70	\$20.14	\$20.60	\$21.06
5	\$19.80	\$20.25	\$20.70	\$21.17
6	\$19.89	\$20.34	\$20.80	\$21.26
7	\$19.99	\$20.44	\$20.90	\$21.37
8	\$20.09	\$20.54	\$21.00	\$21.48
9	\$20.19	\$20.64	\$21.11	\$21.58
10	\$20.29	\$20.75	\$21.21	\$21.69
11	\$20.38	\$20.84	\$21.31	\$21.79
12	\$20.47	\$20.93	\$21.40	\$21.88
13	\$20.57	\$21.03	\$21.51	\$21.99
14	\$20.66	\$21.12	\$21.60	\$22.09
15	\$20.76	\$21.23	\$21.70	\$22.19
16	\$20.86	\$21.33	\$21.81	\$22.30
17	\$20.96	\$21.43	\$21.91	\$22.41
18	\$21.06	\$21.53	\$22.02	\$22.51
19	\$21.15	\$21.63	\$22.11	\$22.61
20	\$21.25	\$21.73	\$22.22	\$22.72
21	\$21.35	\$21.83	\$22.32	\$22.82
22	\$21.45	\$21.93	\$22.43	\$22.93
23	\$21.54	\$22.02	\$22.52	\$23.03
24	\$21.64	\$22.13	\$22.62	\$23.13
25	\$21.74	\$22.23	\$22.73	\$23.24

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 to deduct from wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.)

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____
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.



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

