

FEB - 6 2017

CITY OF COLUMBIA, ILLINOIS

ORDINANCE NO. 3308


Shirley Stapp
City Clerk

AN ORDINANCE TO AUTHORIZE AND APPROVE AN AGREEMENT BETWEEN THE CITY OF COLUMBIA, ILLINOIS, AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL/MONROE COUNTY LODGE #145 WITH REGARD TO THE FULL-TIME TELECOMMUNICATORS OF THE CITY OF COLUMBIA, ILLINOIS' POLICE DEPARTMENT, FOR THE PERIOD FROM MAY 1, 2016 THROUGH APRIL 30, 2019

WHEREAS, it is necessary and appropriate that the City of Columbia, Illinois (the "City") make and enter into a Collective Bargaining Agreement with the Illinois Fraternal Order of Police Labor Council/Monroe County Lodge #145 ("FOP") for the Full-Time Telecommunicators of the City's Police Department (the "Telecommunicators"), for a three (3) year term commencing May 1, 2016 and ending April 30, 2019 (the "Agreement");

WHEREAS, the Illinois Municipal Code gives municipalities the power to enter into contractual agreements (65 ILCS 5/2-2-12), and effective July 1, 1984, the Illinois Public Labor Relations Act (5 ILCS 315/1, et seq.) authorized Collective Bargaining Rights for Public Employees;

WHEREAS, in addition to having the statutory authority to contract for particular purposes, the City Council of the City must authorize City contracts, and contracting is a legislative function which can only be undertaken directly by the City Council, or indirectly through the City Council enacting an ordinance or resolution appointing and delegating to a duly designated representative of the City the authority to enter into a contractual agreement on behalf of the City; and

WHEREAS, the City Council has found and determined and does hereby declare that it is necessary and appropriate that the City enter into an Agreement with the FOP with regard to the City's Telecommunicators, said Agreement to be for a three (3) year term to commence May 1, 2016 and terminate April 30, 2019.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Columbia, Illinois, as follows:

Section 1. The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this section of this Ordinance verbatim, as findings of the City Council of the City of Columbia, Illinois.

Section 2. The City Council of the City of Columbia, Illinois, hereby approves of the form of the Agreement between the City of Columbia, Illinois, and the

Illinois Fraternal Order of Police Labor Council, representing Monroe County Lodge #145 – Full-Time Telecommunicators (the City's Telecommunicators), for a one (1) year term beginning May 1, 2016 and ending April 30, 2019, a copy of which is attached hereto and made a part hereof; and the City Council does hereby authorize and direct the Mayor to enter into said Agreement, for and on behalf of the City, in as many counterparts as the Mayor and the FOP shall determine, and to sign and deliver the same for and on behalf of the City, and the City Clerk is hereby authorized and directed to attest the same and affix thereto the corporate seal of the City.

Section 3. This Ordinance shall be in full force and effect following its passage and approval; furthermore, pursuant to its terms, said Agreement is to take effect on May 1, 2016, which is the date the prior collective bargaining agreement between the City and the FOP (on behalf of the Telecommunicators) expired.

Alderman Martens moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Ebersohl, and the roll call vote was as follows:

YEAS: Aldermen Ebersohl, Agne, Niemietz, Roessler, Huch, Reis, Holtkamp and Martens.

NAYS: None.

ABSENT: None.

ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 6th day of February, 2017.



KEVIN B. HUTCHINSON, Mayor

ATTEST:



WESLEY J. HOEFFKEN, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF TRUE COPY

I, Wesley J. Hoeffken, hereby certify that I am the duly appointed and acting City Clerk of the City of Columbia, Illinois, and as such I am the keeper of the books, records, files and corporate seal of said City.

I do further certify that Ordinance No. 3308, entitled:

“AN ORDINANCE TO AUTHORIZE AND APPROVE AN AGREEMENT BETWEEN THE CITY OF COLUMBIA, ILLINOIS, AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL/MONROE COUNTY LODGE #145 WITH REGARD TO THE FULL-TIME TELECOMMUNICATORS OF THE CITY OF COLUMBIA, ILLINOIS’ POLICE DEPARTMENT, FOR THE PERIOD FROM MAY 1, 2016 THROUGH APRIL 30, 2019”

to which this certificate is attached, is a true, perfect, complete and correct copy of said ordinance as adopted at a regular meeting of the Columbia, Illinois City Council held on the 6th day of February, 2017.

IN WITNESS WHEREOF, I have made and delivered this certificate for the uses and purposes hereinabove set forth this 6th day of February, 2017.

Wesley Hoffken
WESLEY J. HOFFKEN, City Clerk

(SEAL)

ILLINOIS FOP LABOR COUNCIL

and

CITY OF COLUMBIA

**Monroe County Lodge #145
Telecommunicator Unit**

May 1, 2016 – April 30, 2019

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 1 - PREAMBLE	1
ARTICLE 2 - RECOGNITION	1
ARTICLE 3 - NON-DISCRIMINATION	1
SECTION 3.1 EQUAL EMPLOYMENT OPPORTUNITY	1
SECTION 3.2 NON-DISCRIMINATION	1
ARTICLE 4 - COUNCIL DUES AND FAIR SHARE AGREEMENT	2
SECTION 4.1 DUES DEDUCTION	2
SECTION 4.2 DUES	2
SECTION 4.3 FAIR SHARE	2
SECTION 4.4 INDEMNITY	3
ARTICLE 5 - MANAGEMENT RIGHTS	3
SECTION 5.1 SPECIFIC RIGHTS	3
SECTION 5.2 SUBCONTRACTING	4
ARTICLE 6 - NO STRIKE	4
SECTION 6.1 NO STRIKE COMMITMENT	4
SECTION 6.2 RESUMPTION OF OPERATIONS	4
SECTION 6.3 COUNCIL LIABILITY	4
SECTION 6.4 DISCIPLINE OF STRIKERS	4
ARTICLE 7 - PROBATIONARY PERIOD	5
ARTICLE 8 - GRIEVANCE PROCEDURE	5
SECTION 8.1 INTRODUCTION	5
SECTION 8.2 DEFINITIONS	5
SECTION 8.3 PROCEDURES	6
ARTICLE 9 - LAY-OFF AND RECALL	7
SECTION 9.1 LAY-OFF	7
SECTION 9.2 RECALL	7
ARTICLE 10 - PERSONNEL FILES	7
SECTION 10.1 FILE INSPECTION	7
SECTION 10.2 LIMITATION ON THE USE OF FILE MATERIAL	7
ARTICLE 11 - HOURS AND OVERTIME	7
SECTION 11.1 OVERTIME	7
SECTION 11.2 EMERGENCIES	8
SECTION 11.3 COURT TIME	8
SECTION 11.4 OVERTIME AT EMPLOYER'S OPTION	8
SECTION 11.5 CREDITED COMPENSATORY TIME	8

ARTICLE 12 - LENGTH OF SERVICE.....	8
SECTION 12.1 MEANING OF LENGTH OF SERVICE	8
SECTION 12.2 PROMOTION.....	8
SECTION 12.3 LENGTH OF SERVICE LIST.....	8
SECTION 12.4 TERMINATION AND END OF ACCRUED LENGTH OF SERVICE	8
SECTION 12.5	9
ARTICLE 13 - F.O.P. REPRESENTATIVES	9
SECTION 13.1 ATTENDANCE AT COUNCIL MEETINGS	9
SECTION 13.2 GRIEVANCE PROCESSING.....	9
SECTION 13.3 CONVENTION DELEGATES	9
ARTICLE 14 - BULLETIN BOARDS.....	10
ARTICLE 15 - LEAVES	10
SECTION 15.1 SICK LEAVE.....	10
SECTION 15.2 DISABILITY LEAVE	11
SECTION 15.3 WORKMEN'S COMPENSATION	11
SECTION 15.4 UNPAID PERSONAL LEAVE	11
SECTION 15.5 MILITARY LEAVE	11
SECTION 15.6 ALLOWANCE FOR JURY OR WITNESS SERVICES.....	12
SECTION 15.7 FUNERAL LEAVE	12
SECTION 15.8 FAMILY AND MEDICAL LEAVE	12
ARTICLE 16 - HOLIDAYS.....	12
SECTION 16.1 HOLIDAYS	12
SECTION 16.2 HOLIDAY PAY	13
ARTICLE 17 - INSURANCE	13
SECTION 17.1 GROUP HOSPITALIZATION, MEDICAL AND PREVENTATIVE DENTAL PLAN ..	13
SECTION 17.2 VISION CARE PLAN	14
SECTION 17.3 LIFE INSURANCE.....	14
SECTION 17.4 RETIREES.....	14
ARTICLE 18 - PENSION MUNICIPAL RETIREMENT PLAN	14
ARTICLE 19 - CLOTHING ALLOWANCE.....	14
ARTICLE 20 - VACATIONS	14
SECTION 20.1 ELIGIBILITY	14
SECTION 20.2 PROBATIONARY EMPLOYEE.....	15
SECTION 20.3 VACATION SCHEDULING	15
SECTION 20.4 VACATION PAY	15
SECTION 20.5	15
SECTION 20.6	15
SECTION 20.7	15
SECTION 20.8 ACCUMULATION OF VACATION	15
SECTION 20.9	15

SECTION 20.10.....	15
ARTICLE 21 - EDUCATIONAL INCENTIVE PROGRAM.....	16
ARTICLE 22 - MISCELLANEOUS PROVISIONS	16
SECTION 22.1 VISITATION.....	16
SECTION 22.2 RECORDS EXAMINATION	17
SECTION 22.3 INOCULATIONS	17
SECTION 22.4 RESIDENCY	17
ARTICLE 23 - DISCIPLINE.....	17
SECTION 23.1 RIGHT TO REPRESENTATION.....	17
SECTION 23.2 ADVERSE MATERIAL	17
SECTION 23.3 PURPOSE.....	17
ARTICLE 24 - DRUG AND ALCOHOL POLICY AND TESTING	17
SECTION 24.1 STATEMENT OF POLICY	17
SECTION 24.2 PROHIBITIONS.....	17
SECTION 24.3 DRUG AND ALCOHOL TESTING (REASONABLE SUSPICION / VEHICULAR ACCIDENT REQUIRING THE FILING OF A TRAFFIC CRASH REPORT).....	18
SECTION 24.4 ORDER TO SUBMIT TO REASONABLE SUSPICION / VEHICULAR ACCIDENT REQUIRING THE FILING OF A TRAFFIC CRASH REPORT TESTING.....	18
SECTION 24.5 TESTS TO BE CONDUCTED.....	18
SECTION 24.6 RIGHT TO CONTEST	20
SECTION 24.7 VOLUNTARY REQUESTS FOR ASSISTANCE	20
SECTION 24.8 RANDOM TESTING	21
SECTION 24.9 DISCIPLINE	21
ARTICLE 25 - SAVINGS CLAUSE	21
ARTICLE 26 - DURATION	21
ARTICLE 27 - SIGNATURES	23
APPENDIX A - WAGE RATES/DIFFERENTIALS	24
APPENDIX B - DUES AUTHORIZATION FORM	25
APPENDIX C - GRIEVANCE FORM	26
LETTER OF UNDERSTANDING	28

ARTICLE 1 - PREAMBLE

This Agreement is entered into by and between the City of Columbia, (hereinafter referred to as "the Employer"), and the Illinois Fraternal Order of Police Labor Council, representing Monroe County Lodge #145 (hereinafter referred to as "the Council").

It is the purpose of this Agreement and the intent of the parties hereto to establish and promote mutually harmonious understanding and relationships between the Employer and the Council, to promote efficiency and effectiveness, to establish wages, hours, standards, and other terms and conditions of employment of employees covered by this Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences which may arise from time to time over the interpretation and application of this Agreement.

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

ARTICLE 2 - RECOGNITION

The Employer recognizes the Council as the sole and exclusive collective bargaining representative for the following unit certified by the Illinois State Labor Relations Board in Case No. S-RC-93-70:

All individuals employed as full-time telecommunicators.

Excluded: All individuals employed as part-time or auxiliary telecommunicators and all others who are supervisory, managerial or confidential within the meaning of the Illinois Public Labor Relations Act.

ARTICLE 3 - NON-DISCRIMINATION

Section 3.1 Equal Employment Opportunity

The Employer is, and will continue to be, an equal employment opportunity employer.

Section 3.2 Non-Discrimination

There shall be no discrimination against any employee regarding terms or conditions of employment because of race, color, religion, national origin, ancestry, age, sex, marital status, handicap or disability, unfavorable discharge from military service, status as a Vietnam-era or special disabled veteran, union membership, or citizenship, in accordance with applicable law.

ARTICLE 4 - COUNCIL DUES AND FAIR SHARE AGREEMENT

Section 4.1 Dues Deduction

Upon receipt of a written and signed authorization form from an employee (attached as Appendix B), the Employer shall deduct the amount of Council dues and initiation fee, if any, set forth in such form and any authorized increases therein, and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council, 974 Clock Tower, Springfield, Illinois 62704, in accordance with the laws of the State of Illinois. The Council shall advise the Employer of any increases in dues, in writing, at least thirty (30) days prior to its effective date.

Section 4.2 Dues

The Employer shall submit to the Council with each dues payment a list of those employees from whom the dues deductions were made and the amounts of those deductions. The Employer shall submit to the Council on an annual basis, or as changes occur, a list of bargaining unit employees' names and addresses.

Section 4.3 Fair Share

Any present employee who is not a member of the Council shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Council dues) of the cost of the collective bargaining process and contract administration in pursuing matters affecting wages, hours, and other conditions of employment, but the amount shall not exceed the amount of dues uniformly required of members. Each employee hired on or after the effective date of this Agreement and who has not made application for membership, shall also be required to pay a fair share as defined above on or after the thirtieth (30th) day of their hire.

The Employer shall with respect to any employee in whose behalf the Employer has not received a written authorization as provided for above, deduct from the wages of the employee the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Illinois Fraternal Order of Police Labor Council on the twenty-fifth (25th) day of the month following the month in which the deduction is made, subject only to the following:

- a. The Council has certified to the Employer that the affected employee has been delinquent in his obligation for at least thirty (30) days;
- b. The Council has certified to the Employer that the affected employee has been notified in writing of the obligation and the requirement for each provision of this Article and that the employee has been advised by the Council of his obligations pursuant to this Article and of the manner in which the Council has calculated the fair share fee;
- c. The Council has certified to the Employer that the affected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the employee and the Council for the purpose of determining and resolving any objections the employee may have to the fair share fee.

Section 4.4 Indemnity

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

ARTICLE 5 - MANAGEMENT RIGHTS

Section 5.1 Specific Rights

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

- a. to determine its organization and operations;
- b. to determine and change the purpose, composition, and function of each of its constituent departments and subdivisions;
- c. to set standards for services to be offered to the public;
- d. to direct the employees, including the right to assign work and overtime;
- e. to hire, examine, classify, select, promote, restore to career service positions, train, transfer, and assign employees;
- f. to increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of a lack of work or funds, or other proper reason;
- g. to establish work schedules and to determine the starting and quitting time, and the number of hours to be worked;
- h. to establish, modify, combine, or abolish job positions and classifications;
- i. to add, delete, or alter methods of operations, equipment or facilities;
- j. to determine the locations, methods, means, and personnel by which operations are to be conducted, including the right to determine what services are to be provided;
- k. to establish, implement, and maintain an effective internal control program;
- l. to suspend, demote, discharge, and take other disciplinary action against employees for just cause;

- m. to add, delete, or alter policies, procedures, rules and regulations;
- n. to establish and enforce rules of conduct; and
- o. to subcontract as provided in Section 5.2. Subcontracting.

Inherent managerial functions, prerogatives, and policy making rights, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance and arbitration procedures contained herein, provided that no such managerial function is exercised contrary to or inconsistent with the other express terms of this Agreement.

Section 5.2 Subcontracting

The Council recognizes the right of the Employer to subcontract work to meet operational needs, including but not limited to, increasing economic efficiency, providing improved service, and dealing with emergencies. The Employer, except in emergencies, shall provide the Union with a thirty (30) day advance written notice to subcontract, and the Union may, within ten (10) working days of such notice, request bargaining about the effects of such a decision on the unit.

ARTICLE 6 - NO STRIKE

Section 6.1 No Strike Commitment

Neither the Council nor any employee will call, institute, authorize, participate in, sanction, encourage, or ratify any strike or work stoppage, or other concerted refusal to perform duties by any employee or employee group, or the concerted interference with, in whole or in part, the full, faithful, and proper performance of the duties of employment with the Employer. Neither the Council nor any employee shall refuse to cross any picket line, by whomever established.

Section 6.2 Resumption of Operations

In the event of action prohibited by Section 6.1 above, the Council immediately shall disavow such action and request the employee(s) to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Council, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 6.3 Council Liability

Upon the failure of the Council to comply with the provisions of Section 6.2 above, any agent or official of the Council who is an employee covered by the terms of this Agreement may be subject to the provisions of Section 6.4 below.

Section 6.4 Discipline of Strikers

Any employee who violates the provisions of Section 6.1 of this Article shall be subject to immediate discharge. Any action by the Employer against any employee who participates in action prohibited by Section 6.1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure.

ARTICLE 7 - PROBATIONARY PERIOD

Each new employee shall be considered probationary for one hundred eighty (180) calendar days of employment beyond completion of training. Until an employee has completed the probationary period, the employee may be disciplined, laid off, recalled, terminated or discharged at the Employer's discretion without recourse to the grievance procedure. A probationary employee shall not receive any benefits provided in this Agreement with the exception of a \$0.50 wage increase upon completion of training.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 8.1 Introduction

It is the intent of the parties to this Agreement to use their individual and collective best efforts to promote and encourage the informal and prompt adjustment of any complaint that may arise between the Council or any member covered by this Agreement and the Employer. Therefore, the parties agree that they shall use the procedures set forth in this Article for the resolution, strictly pursuant to the terms of this Agreement, of all alleged violations to the terms or provisions of this Agreement.

The Council waives its rights, if any, of all those whom it represents, to use any other procedure as a means to the resolution of any grievance. The Council further agrees that it shall not initiate proceedings in any other forum in respect to any matter that is or may become the subject of a grievance as hereinafter defined. Representatives of the Council shall not solicit complaints or grievances. An employee shall be permitted, during working hours and without loss of pay, to reasonably investigate, initiate, and process a grievance.

Section 8.2 Definitions

For purposes of this grievance procedure, the following definitions shall be applicable:

Grievant - shall mean any employee covered by this Agreement or the Council on behalf of all employees of the unit, who, pursuant to the terms of this Agreement, seeks resolution for a grievance. The Employer shall also be entitled to file grievances. Employer grievances shall be filed within the same ten-day period specified under Step 1, below, except that the Employer may request that its grievance be submitted directly to arbitration.

Grievance - is an allegation placed in writing by the grievant that any express provision or term of this Agreement has been violated. The written grievance shall contain specific details including the Article and Section alleged to be violated and the remedy sought, names of involved persons, date, time, and place, and signature of the grievant.

Day - shall mean a calendar day, not including Saturdays, Sundays or any holiday recognized under this Agreement.

Section 8.3 Procedures

STEP 1:

The employee, with or without a Council representative, may present a written grievance to the Chief of Police or in his absence the Deputy Chief of Police, or in their absence to the City Administrator within ten (10) days of the events giving rise to the grievance. The Chief, Deputy Chief, or City Administrator shall attempt to adjust the matter and shall respond in writing within five (5) days after receipt of the grievance. Any grievance that does not meet the criteria stated above in Section 8.2 or which does not meet the time limits in this Section 8.3 shall not constitute a valid grievance, and no arbitrator shall have authority to hear it or render a decision or award on such grievance.

STEP 2:

If not adjusted in Step 1, the grievance may be presented by the Council to the Employer's City Council within five (5) days following the answer to Step 1. The City Council shall attempt to adjust the grievance as soon as possible, but shall give its answer in writing to the Council within fifteen (15) days after receipt of the grievance.

STEP 3:

If the dispute is not settled at Step 2, the matter may be submitted by the Council to arbitration within ten (10) days after the City Council's written decision or the expiration of the fifteen (15) day period if the City Council fails to render a written decision. The parties will first attempt to select an arbitrator by mutual agreement within fifteen (15) days following referral to arbitration. Only the Council or the Employer may refer a matter to arbitration.

If the parties cannot agree on an arbitrator, the parties shall jointly request the Director of the Federal Mediation and Conciliation Service to provide a list of seven (7) arbitrators from which an arbitrator shall be selected. Each party may reject one (1) entire panel. Upon receipt of such list, each party shall strike a name from the list, until there is one (1) name remaining. That remaining individual shall be the arbitrator. The order of striking names shall be determined by a coin toss.

The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the parties. Costs of arbitration shall include the arbitrator's fees, room cost, and transcription costs. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding on the Employer, the Council, and the employee(s) involved.

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

ARTICLE 9 - LAY-OFF AND RECALL

Section 9.1 Lay-Off

In the event the work force is reduced, the first employee(s) to be laid off shall be the probationary and/or part-time employee(s). Thereafter, further reductions shall be based upon the requirements of the Employer and the training, skills, experience and ability of the employee(s), as determined by the Employer. The Employer shall also consider each employee's length of service.

Employees shall receive at least seven (7) days prior notice of any lay-off, unless in the case of an emergency.

Section 9.2 Recall

Recall shall be based upon the same factors set forth for lay-off.

ARTICLE 10 - PERSONNEL FILES

Section 10.1 File Inspection

The Employer's personnel files relating to any employee shall be opened by the Employer for inspection by the affected employee pursuant to the provisions of the Personnel Record Review Act of the Illinois Compiled Statutes (820 ILCS 40/2).

Section 10.2 Limitation on the Use of File Material

The Employer is free to keep working files, but material not made part of the inspectable personnel file may not provide the basis for disciplinary or other action against an employee.

ARTICLE 11 - HOURS AND OVERTIME

Section 11.1 Overtime

All hours worked in excess of eight (8) hours per day or forty (40) hours per week (Sunday through Saturday), shall be paid at time and one half (1½) the employee's straight-time, regular rate of pay. All overtime worked shall require the Employer's approval. Vacation, sick leave, holidays and other paid leaves shall count as "hours worked" for purposes of calculating the payment of overtime.

The normal work week shall consist of five (5) consecutive eight (8) hour work days, followed by two (2) days off, in a seven (7) day period, Sunday through Saturday. Should the Employer desire to change the regular rotation schedule, the Employer shall provide twenty eight (28) days notice of the change and agrees to meet and discuss the changes with the Council representative(s). Nothing herein shall preclude the Employer from implementing schedule changes following such meeting and discussion.

A Letter of Understanding regarding scheduling and overtime for 12-hour shifts is incorporated in the Appendices.

Section 11.2 Emergencies

In the event an emergency is declared by the Mayor, the Employer may require an employee to work such hours and at such times as it directs. The Mayor shall issue a written declaration of an emergency and shall immediately furnish a copy to the Council. The Employer may direct an employee to furnish a telephone number where the employee may be reached within thirty (30) minutes during a declared emergency.

Section 11.3 Court Time

An employee required to attend court by the Employer shall be compensated at the straight time rate, or at time and one-half if the court time results in the employee working more than 40 hours per week.

Section 11.4 Overtime at Employer's Option

An employee shall work reasonable amounts of overtime upon request.

Section 11.5 Credited Compensatory Time

Commencing each fiscal year of the Employer (May 1), each employee shall be credited with 40 hours of compensatory time. This time shall be used by the employee during the course of the fiscal year with any balance remaining paid in wages at the commencement of the succeeding fiscal year. This compensatory time is provided in exchange for the practice of employees reporting 10 minutes before their scheduled shift and in lieu of paid lunch periods.

ARTICLE 12 - LENGTH OF SERVICE

Section 12.1 Meaning of Length of Service

As used herein, the term "length of service" shall mean the length of an employee's employment with the Employer, including positions outside the unit. Length of service shall also include the pro rata length of part-time employment with the Employer in a position covered by this Agreement for those years in which the employee worked more than 1,040 hours.

Section 12.2 Promotion

Length of service shall be considered in promotions.

Section 12.3 Length of Service List

The Employer shall prepare a list setting forth the length of service for each employee. The list shall be furnished to the Council, and updated regularly. The initial list shall be issued and become effective on the effective date of this Agreement, and shall finally resolve all questions of length of service affecting each employee.

Section 12.4 Termination and End of Accrued Length of Service

An employee shall be terminated, and length of service cease to accrue when the employee:

- a. resigns, quits, or retires;

- b. is discharged for just cause;
- c. has been laid off for a period of thirteen (13) months; provided however, the Employer may, at its discretion, extend an employee's period of eligibility for recall;
- d. is absent from work for three (3) consecutive working days without a valid excuse;
- e. fails to return on the required date from a leave of absence or disciplinary suspension;
- f. makes a willful false statement on the employment application, on an application for leave of absence or any other Employer report;
- g. fails to report for work within the one (1) week following notification of recall from layoff sent by certified mail, return receipt requested, to the employee's last known address; or
- h. has been on sick leave for a period of eighteen (18) months, provided, however, the Employer will consider requests to extend this period by up to six (6) months.

Section 12.5

An employee will not accrue credited length of service credit for time spent on approved, unpaid leave of absence.

ARTICLE 13 - F.O.P. REPRESENTATIVES

Section 13.1 Attendance at Council Meetings

Subject to the need for orderly scheduling and emergencies, the Employer agrees that elected officials of the Board of Directors of the Council shall be permitted reasonable time off without pay to attend general, board or special meetings of the Council, provided that at least forty-eight (48) hours notice of such meetings shall be given in writing to the Employer, and provided further that the names of all such officials and employees shall be certified in writing to the Employer. The Employer shall make all reasonable schedule changes to allow Board of Directors members to attend meetings of the Council.

Section 13.2 Grievance Processing

Reasonable time while on duty, without loss of pay, shall be permitted Council 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.

Section 13.3 Convention Delegates

Any employee(s) chosen as a delegate(s) to an F.O.P. State or National Conference will, upon written application approved by the Council 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 shall not exceed one (1) week.

ARTICLE 14 - BULLETIN BOARDS

The Employer shall provide the Council with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available for purposes of the Council.

ARTICLE 15 - LEAVES

Section 15.1 Sick Leave

The following provisions shall apply:

- a. An employee shall be allowed a leave of absence from duties due to the employee's sickness or accident, without deduction from regular compensation, up to eighty eight (88) hours per fiscal year of the Employer, May through April. An employee may accumulate up to, but not more than, 320 hours in addition to hours previously credited.
- b. Sick leave pay shall run from fiscal year to fiscal year.
- c. An employee returning from sick leave may be required to furnish the Employer a release from a physician prior to commencing work. The Employer reserves the right to require the employee, at Employer expense, to be examined by the Employer's doctor prior to returning to work.
- d. An employee who uses all sick leave will have the right to revert to Pension Plans for compensation for hours missed, after all other means have been exhausted.
- e. Vacation benefits will continue to accrue during periods of service-connected disability and/or sick leave.
- f. An employee absent because of illness must phone the Employer as soon as possible prior to the employee's scheduled starting time.
- g. Use of Sick Leave at Retirement
 1. For all sick leave accumulated before May 5, 1993, an employee may elect to use it during the period immediately preceding the employee's retirement at the employee's hourly rate then in effect or receive a lump sum payment for accumulated sick leave which shall be calculated at the employee's hourly rate then in effect.
 2. For all sick leave accumulated after May 5, 1993, an employee may elect to use it during the period immediately preceding the employee's retirement at the employee's hourly rate that was in effect from time to time as each day of such

leave was accumulated, or to receive a lump sum payment for accumulated sick leave calculated in the same manner.

Section 15.2 Disability Leave

Disability (including pregnancy) leave of absence for periods up to four (4) months may be requested by an employee.

An employee shall submit written requests for disability leave to the employee's supervisor as far in advance of the anticipated leave date as practicable.

An employee who returns to work at the conclusion of disability leave shall be restored to employee's former position or placed in a comparable position at the same rate of pay unless circumstances have changed, or make it impossible or unreasonable to reinstate the employee. Such employee shall receive length of service credit and accrued retirement benefits. Disability leave benefits are as specified in the Illinois Municipal Retirement Fund.

Section 15.3 Workmen's Compensation

An employee injured while in the performance of duties is entitled to benefits under the Workmen's Compensation Act. In order to receive these benefits, an injured employee is required to report the injury without delay to the employee's immediate supervisor and file a report through the Employer Clerk's office for Workmen's Compensation benefits. In addition, an employee may be entitled to pension disability benefits.

Section 15.4 Unpaid Personal Leave

An unpaid leave of absence for a period not longer than sixty (60) days may be granted to an employee. Request for such leaves must be submitted in writing to the Employer for approval at least ten (10) working days in advance of the date such leave is to commence, except in emergency situations. The request for the leave of absence shall state the reason for the leave and the exact dates on which the leave is to begin and end. Authorization or denial of the leave request shall be furnished to the employee in writing by the Employer. An employee returning from such leave must provide the Employer with at least five (5) working days advance notification.

If the Employer cancels a leave granted under this Section, the employee shall be notified by Certified Mail, Return Receipt Requested, and must thereafter return to work within five (5) working days unless other arrangements are made with the Employer.

Section 15.5 Military Leave

An employee who is inducted into or enlists in the Armed Forces of the United States, or who performs active or inactive duty with the Armed Forces while a member of a Reserve component, will be granted a military leave of absence. An employee whose period of active service exceeds two (2) weeks will not receive a salary during military leave. A reservist employee who is granted a leave of absence not exceeding two (2) weeks to perform active duty for training will receive regular salary for the period of active duty less the amount of military pay, provided the employee has completed one (1) year of service with the Employer. Such military leave not exceeding two (2) weeks will be granted in addition to the employee's regular vacation, and, if the

employee elects to take his vacation and military leave of absence at the same time, the employee will receive vacation pay, and, if eligible, regular salary less the amount of the military pay.

A member of the National Guard will also be paid when ordered to active duty for a period not exceeding two (2) weeks. Likewise, such call-ups will not be charged against the employee's vacation leave.

A copy of orders shall be submitted to the Employer prior to departure and a verification of duty from the employee's commanding officer upon return.

Section 15.6 Allowance for Jury or Witness Services

An employee, who is called for jury service or subpoenaed as a witness, shall be excused from work for the days on which the employee serves. Service, as used herein, includes required reporting for jury or witness duty when summoned; whether or not the employee is used. Such employee shall receive, for each such day of service in which the employee otherwise would have worked, the difference between the payment received for such service and the amount calculated by the Employer in accordance with the following formula. Such pay shall be based on the number of days such employee would have worked had the employee not been performing such service (plus any holiday in such period which the employee would not have worked) and the pay for each such day shall be eight (8) times the employee's straight hourly rate. The employee will present proof that the employee did serve or report as a juror or was subpoenaed and reported as a witness, and the amount of pay, if any, received therefore.

Section 15.7 Funeral Leave

The following provisions shall apply:

- a. When death occurs to an employee's legal spouse, mother, father, step parent, brother, sister or child, the employee upon request, will be excused and paid for up to a maximum of three (3) days, or one (1) day for grandparents, mother-in-law, father-in-law, brother-in-law, or sister-in-law.
- b. An employee shall be paid for each day lost from work under the terms of this Section at eight (8) hours times the employee's straight time hourly rate; an employee will not receive funeral pay when it duplicates pay received for time not worked for any other reason.

Section 15.8 Family and Medical Leave

The Employer shall provide "family and medical leave" consistent with the Family and Medical Leave Act of 1993, and any amendments thereto.

ARTICLE 16 - HOLIDAYS

Section 16.1 Holidays

The following days shall be considered as holidays:

New Year's Day (January 1st)
Presidents Day (Third Monday in February)
Easter
Memorial Day (Last Monday in May)
Independence Day (July 4th)
Labor Day (First Monday in September)
Veteran's Day (November 11th)
Thanksgiving Day (Fourth Thursday in November)
Christmas Eve Day (December 24th)
Christmas Day (December 25th)
New Year's Eve Day (1/2 day, December 31st) or one full day for any employee who works the holiday
Personal Day

Section 16.2 Holiday Pay

The holiday shall be from midnight to the midnight immediately following. All hours worked on a holiday shall be paid at one and one half (1½) times the employee's rate of pay except for Christmas Day which shall be paid at double time. An employee shall receive for non-worked holidays, eight (8) hours pay at the employee's straight time hourly rate. A holiday not worked shall not count as a day worked for computing overtime.

Example: An employee works eight hours on Christmas Day. The employee receives the following:

8 hours pay at straight time as holiday pay
plus
8 hours at double time for hours worked for the
equivalent of 16 hours
Total compensation = 24 hours

Employees will be considered to be working on a holiday if they work any shift which begins on a day designated as a holiday.

ARTICLE 17 - INSURANCE

Section 17.1 Group Hospitalization, Medical and Preventative Dental Plan

The Employer provides group hospitalization, medical, and preventative dental insurance to each non-probationary employee and dependents on a share-pay basis. The Employer shall pay ninety percent (90%) of the cost of coverage. The employee shall pay the remaining ten percent (10%).

Section 17.2 Vision Care Plan

The Employer shall provide a Vision Care Plan to each non-probationary employee. The Employer agrees to self-insure this program. A copy of this program shall be published in a pamphlet form, and will be available at the office of the City Clerk.

The level of benefits shall be as provided in City Ordinance No. 1466 (approved June 17, 1996). In the event the level of benefits is increased for any other group of the Employer's employees, the level of benefits shall also be increased for employees covered by this Agreement.

Section 17.3 Life Insurance

Employer shall provide term life insurance to each non-probationary employee.

Section 17.4 Retirees

An employee who retires from the Columbia Police Department after age 50 and whose combined age and years of service within the Department are at least 70 shall be allowed to continue the group hospitalization plan until they are eligible for Medicare coverage, with the retired employee paying all contributions to the insurance program.

ARTICLE 18 - PENSION MUNICIPAL RETIREMENT PLAN

The Employer and employees shall comply with the provisions of the "Illinois Municipal Retirement Fund," as required, for the employees covered by this Agreement. Each employee shall receive a pamphlet describing this program at the start of employment, which constitutes the responsibility of the Employer with regard to advising each employee of the plan.

ARTICLE 19 - CLOTHING ALLOWANCE

A clothing allowance of two hundred seventy-five dollars (\$275.00) to be used for the purchase of uniforms and accessories shall be given to each employee each year. Any unused clothing allowance in the amount of \$100.00 or less may be carried over year-to-year. A clothing allowance of two hundred dollars (\$200.00) per year will be paid for dry-cleaning of uniforms.

ARTICLE 20 - VACATIONS

Section 20.1 Eligibility

An employee (based on length of service with the Employer) who has been employed for at least one (1) full year, from the employee's anniversary date shall become eligible for vacation as indicated by the following table:

TIME OFF

Having completed 1 year	1 week - 40 hours	5 days
Having completed 2 years	2 weeks - 80 hours	10 days

Having completed 6 years 3 weeks - 120 hours 15 days¹ (or more)

Section 20.2 Probationary Employee

A probationary employee will accrue vacation benefits for later use pending the completion of the probationary period.

Section 20.3 Vacation Scheduling

Vacation will, so far as practicable and consistent with the needs of the Employer, be granted at times most desired by the employee. Preference shall be given to the employee with the greater length of service.

Section 20.4 Vacation Pay

An employee assigned vacation under this Section will be paid vacation based on the employee's straight time hourly rate of pay.

Section 20.5

An employee will receive vacation pay on the employee's regular payday.

Section 20.6

Unused vacation will be paid at the time of an employee's lay-off, retirement, termination, or in the event of death to the employee's heirs.

Section 20.7

In the event a Holiday falls during an employee's vacation, the employee shall receive eight (8) hours at the employee's straight time hourly rate for such holiday in addition to employee's vacation pay, or the employee may choose an additional day off.

Section 20.8 Accumulation of Vacation

An employee is not permitted to accumulate unused vacation beyond the calendar year following the calendar year in which it was earned; except that, failure to take and receive vacation time due to the failure of the Employer to approve the assignment of the same based upon the needs of the Employer for the employee's services shall entitle the employee to carry over a like number of days of vacation to be taken the succeeding calendar year or as soon thereafter as practicable.

Section 20.9

An employee required to report for work while on vacation will receive time and one-half for all hours worked in addition to vacation pay.

Section 20.10

An employee will be allowed to take vacation a week or a day at time.

¹ Any employee previously entitled to four (4) weeks vacation shall continue to receive that amount of vacation.

ARTICLE 21 - EDUCATIONAL INCENTIVE PROGRAM

Recognizing the benefit to the Employer of its officers to take self-improvement courses, the Employer agrees to pay the following educational incentives:

a. 30 days prior to the date on which the start of class or classes will occur, the employee shall notify the Chief of Police in writing of his desire to take a course prior to actually enrolling in the course. The employee's notification shall identify the institution where the course is to be taken, provide a description of the course, and provide such minimal information as to show the institution as accredited. Notwithstanding anything contained herein to the contrary, the Chief of Police will decide, in his complete discretion, in advance, whether the course is eligible for a request for reimbursement. Approval of the employee's request for reimbursement of course-related expenses is dependent on the City's budget.

b. Upon completion of the course the employee shall provide the employer with proof of the grade received in the course, receipts for the tuition and books required to take the course as well as any fees, and documentation of any non-repayable governmental or institutional; financial aid received by the employee which was directly applied to the employee's tuition and books for the eligible course.

c. Employees shall be reimbursed for the cost of books and materials required for the course and tuition up to the level of the in-state, per-credit-hour tuition rate of Southern Illinois University-Edwardsville in effect at the time the course was paid for, as follows: A-100%, B-75%, C-50%, D or below 0%. In addition, the employer may reduce the amount of reimbursement where the employee has received financial aid. "Financial Aid", for purpose of this section, does not include any loans or credit secured by the employee to pay for eligible courses. In the event the employee leaves the employ of the employer within five (5) years of passing any such course(s), and has received reimbursement pursuant to this section of this Agreement, such employee agrees to repay Employer such tuition and other course-related reimbursement amount(s) received, however, said repayment obligation will be reduced by 20% for each full year the employee works for the Employer after the date of passing such course(s)[i.e. no obligation to repay Employer will exist if the officer works for the Employer for at least five (5) years after passing each course.]

d. Upon completion of a Bachelor's Degree, an employee shall be paid an additional one-time 2% salary increase.

ARTICLE 22 - MISCELLANEOUS PROVISIONS

Section 22.1 Visitation

Authorized representatives of the National or State Council shall be permitted to visit any employee(s) during working hours to talk with employees or representatives of the Employer governing matters covered by this Agreement.

Section 22.2 Records Examination

The Council or its representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's consent.

Section 22.3 Inoculations

The Employer agrees to pay all expenses for inoculations or immunizations for an employee and for members of an employee's family when such becomes necessary as a result of an employee's exposure to contagious diseases in the line of duty.

Section 22.4 Residency

Telecommunicators are permitted to live within a radius of twenty-five (25) miles of the Columbia Police Department.

ARTICLE 23 - DISCIPLINE

Section 23.1 Right to Representation

An employee shall have the right to have a Council Representative present before any questioning by the Employer, which the employee reasonably believes may lead to discipline.

Section 23.2 Adverse Material

The Employer shall notify an employee of the inclusion of any adverse information in the employee's personnel file, and shall allow the employee to examine, photocopy, and offer rebuttal information to any such material.

Section 23.3 Purpose

Discipline shall ordinarily be progressive and corrective, but nothing shall preclude the Employer from assessing a particular type of discipline, including discharge, depending upon the facts and circumstances of each case. The Employer shall meet with the employee involved in order to explain the basis and reasons for the discipline and provide the employee with an opportunity to be heard.

ARTICLE 24 - DRUG AND ALCOHOL POLICY AND TESTING

Section 24.1 Statement of Policy

The public has the right to expect that telecommunicators employed by the City of Columbia, Illinois be free from the effects of drugs and alcohol. The Employer has the right to expect employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of these employees.

Section 24.2 Prohibitions

Employees are prohibited from:

- a. Consuming, being under the influence of, or possessing alcohol at any time while on duty or having consumed any alcohol within eight (8) hours of the start of their scheduled shift.
- b. Consuming, using, possessing, selling, purchasing or delivering any illegal drug (as defined by the Illinois Compiled Statutes).
- c. Using prescription drugs, other than in accordance with the prescription, and provided their use does not adversely affect the employee's job performance.
- d. Refusing to submit to and complete any testing provided for under this Article.

Section 24.3 Drug and Alcohol Testing (Reasonable Suspicion / Vehicular Accident Requiring the Filing of a Traffic Crash Report)

- a. Where the Chief of Police or the Deputy Chief of Police has reasonable suspicion to believe that an employee is under the influence of alcohol or illegal drugs, while on duty, they shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement; or
- b. Any time an employee, while driving in a city-owned vehicle, is involved in a vehicular accident requiring a traffic crash report to be filed pursuant to Illinois law, regardless of where the accident occurs, either the Chief of Police or the Deputy Chief of Police has the discretion to direct the employee (driving the city-owned vehicle) to submit to alcohol or drug testing as set forth in this agreement.

There shall be no random or unit-wide testing of employees, except the random testing authorized in Sections 24.7 and 24.8 of this Agreement.

Section 24.4 Order to Submit to Reasonable Suspicion / Vehicular Accident Requiring the Filing of a Traffic Crash Report Testing

At the time an employee is ordered to submit to reasonable suspicion/vehicular accident requiring the filing of a traffic crash report (pursuant to Illinois law) testing, authorized by this Agreement, the Chief of Police or the Deputy Chief of Police shall provide the employee with a written notice of the order, setting forth 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 to consult with a representative of the Council or a private attorney, at the time the order is given; provided, however, that in no circumstances may implementation of the order be delayed longer than forty-five (45) minutes. No questioning of the employee shall be conducted without first affording the employee the right to union representation and/or legal counsel. Refusal to submit to such testing shall 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 24.5 Tests to be Conducted

In conducting the testing authorized by this Agreement, the Employer shall:

- a. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act.
- b. 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 this chain of custody.
- c. 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 Chief of Police, or his designee, or employee in question as set forth in paragraph f.
- d. Collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration.
- e. Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative testing, about the detected drug or drug metabolites.
- f. 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 makes such demand of the Chief of Police, or his designee within seventy-two (72) hours of receiving the results of the test.
- g. Require that the laboratory or hospital facility report to the Chief of Police that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or results thereof be obtained by the Chief of Police inconsistent with the understanding expressed herein (e.g., billings for testing that reveal the nature or number of tests administered), the Chief of Police will not use such information in any manner or forum adverse to the employee's interest.
- h. 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 .04 or more, based upon the grams of alcohol per 100 milliliters of blood, be considered positive. (Note: The foregoing standard shall not preclude the Chief of Police from attempting to show that lesser test results demonstrate that the employee was under the influence, but the Chief of Police shall bear the burden of proof in such cases.) A .01 - .03 alcohol concentration shall result in discipline, up to and including suspension, but will not result in discharge unless accompanied by evidence that the use of alcohol influenced the employee's performance or is a

repeated occurrence. Alcohol concentration levels of .04 or above shall result in discipline, up to and including discharge.

- i. Provide each employee tested with a copy of all information and reports received by the Chief of Police in connection with the testing and the results.
- j. Insure that no employee is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the rendering of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 24.6 Right to Contest

The Council and/or the employee, with or without the Council, 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 test, the consequences of the testing or results, or any other alleged violation of this Agreement. Filing of a grievance will not delay the implementation of Section 24.4 hereof.

Section 24.7 Voluntary Requests for Assistance

The Chief of Police shall take no adverse employment action against an employee who prior to any mandatory testing and for the first time voluntarily seeks treatment, counseling or other support for an alcohol related problem or for abuse of prescribed drugs. The foregoing is conditioned upon the following:

- a. The employee agreeing to appropriate treatment as determined by the physician(s) involved.
- b. The employee discontinues his abuse of prescribed 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 (12) months.
- d. The employee agrees to submit to random testing during hours of work during the period of "after-care".

Employees who do not agree to act in accordance with the foregoing, or who test positive for drugs, or test positive for alcohol a second or subsequent time while on duty shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the Employer 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 an 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, at his option.

The foregoing shall not limit the Employer's right to discipline employees for misconduct, including the use of illegal drugs (e.g., marijuana, heroin, cocaine).

Section 24.8 Random Testing

The Employer may conduct random testing for the presence of illegal drugs and/or alcohol on all employees. The testing program, including the selection of employees to be tested, shall be conducted and administered by an outside medical facility. Employees who are selected for random testing and are off duty or on leave shall be tested upon their return to regular duty.

Random testing shall be conducted in a non-discriminatory fashion, using a methodology by which all department members have a statistically equal chance of being selected for testing at a given time.

The Employer may test randomly one hundred percent (100%) of the total number of employees subject to this agreement per year with a maximum of three such drawings with accompanying tests conducted per year. All tests ordered by the Employer shall be at the expense of the Employer.

Upon a positive test result, the employee and the Chief of Police shall be notified of the same in writing, and the employee may request a second test of the specimen. Any subsequent test will be at the expense of the employee. A positive test result will be grounds for discipline, up to and including discharge.

Section 24.9 Discipline

Violations of this Article shall be grounds for disciplinary action, up to and including discharge.

ARTICLE 25 - SAVINGS CLAUSE

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

ARTICLE 26 - DURATION

This Agreement shall be effective from May 1, 2016, and shall remain in full force and effect until April 30, 2019. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than one hundred twenty (120) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

The provisions of this Agreement shall remain in full force and effect after any expiration date while negotiations for a new or successor Agreement are taking place between the parties. However, the preceding shall not be considered as a waiver of either parties' rights in the event of an impasse in negotiations. Any such impasse shall be resolved as provided by the Illinois Public Labor Relations Act, as it may be amended from time to time.

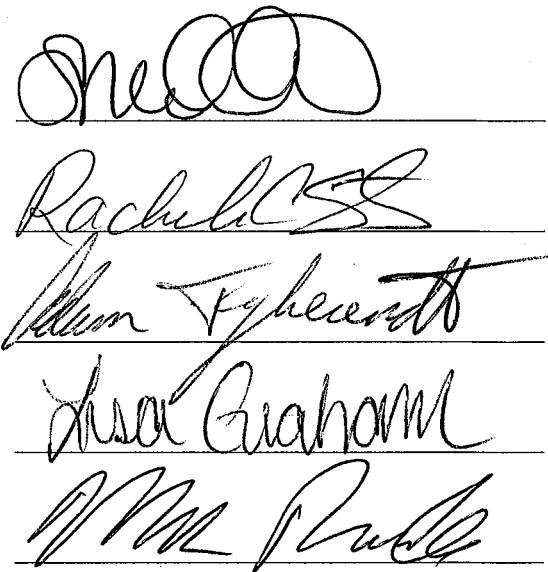
ARTICLE 27 - SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 6th day of January, 2017.
February

FOR THE CITY OF COLUMBIA


Tom Miller
Mayor

FOR THE COUNCIL


One
Rachel Coss
Karen Fykevert
Doris Graham
Mark Russillo

Mark Russillo, Field Representative
Illinois FOP Labor Council

(SEAL)

ATTEST:


Wesley Shaffer
City Clerk

APPENDIX A - WAGE RATES/DIFFERENTIALS

Based on increase of 2.75% effective 5/1/16, an increase of 2.75% effective 5/1/17 and an increase of 2.75% effective 5/1/18.

Name	Position	Pay Rate Effective 5/1/16: 2.75%	Pay Rate Effective 5/1/17: 2.75%	Pay Rate Effective 5/1/18: 2.75%	
Base Ed. Inc.	TC	\$21.05 \$21.27	\$21.63 \$22.06	22.23 22.67	
Graham, Lisa 5/21/2014	TC	\$21.47	\$22.06	\$22.67	
Matsantonis, Stephanie 4/7/2015	TC	\$21.26	\$21.85	\$22.45	
Starr, Rachele 1/22/2007	TC	\$21.68*	\$22.62	\$23.24	**(01/22/17) \$22.01
Tyberendt, Adam 8/22/2016	TC	(10/25/16) \$20.55 (12/04/16) \$21.05	\$21.63*	\$22.45	** (10/25/17) \$21.85
				* Completed probationary status/anniversary	

Starting Wage shall be \$0.50 per hour less than regular pay for the period an employee is on probationary status during the training period.

Leads Coordinator and Training Officer: \$75.00 per month additional.

Shift Differential: A two percent (2%) shift differential is included in the above base rate in each year.

*Longevity: After 1 year of service, a one percent (1%) increase of present pay; after five (5) years of service, a one and one-quarter percent (1 1/4 %) increase of present pay; after ten (10) years of service, a one and one-half percent (1 1/2%) increase in present pay; after fifteen (15) years of service, a one and one-quarter percent (1 1/4 %) increase in present pay; and after twenty (20) years of service, a one and one-quarter percent (1 1/4 %) increase in present pay to be paid, starting on the employee's anniversary date. The employee's base salary is to be increased by whatever percentile is negotiated each year.

APPENDIX B - 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: _____

Personal e-mail: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704

(217) 698-9433

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



APPENDIX C - 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 Section(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

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	



**LETTER OF UNDERSTANDING
REGARDING DISPATCHER SCHEDULING
AND
OVERTIME FOR 12-HOUR SHIFTS**

This Letter of Understanding (Letter) is entered into the 14th day of March 2003 by and between the City of Columbia (hereinafter referred to as "the Employer"), and the Illinois Fraternal Order of Police Labor Council, representing Monroe County Lodge #145 (hereinafter referred to as "the Council").

Recognizing their respective rights under the current Agreement, the Employer and the Council have concluded that the implementation of a 12-hour schedule on a trial-basis would be mutually advantageous. They have negotiated about this issue, and have reached the following agreement, which they wish to reduce to writing:

1. Only the express, written consent of both the Employer and the Council may continue it.
2. Should the Employer schedule dispatchers for 12-hour shifts, notwithstanding Article 11, Section 11.1 of the Agreement, overtime pay for dispatchers working 12-hour shifts shall be paid only after:
 - Forty (40) hours worked per week, or
 - 12 hours worked per day

(Employees scheduled to work less than 12 hour days shall continue to receive overtime for hours worked in excess of 8 hours per day in accordance with Article 11.)

3. Vacation for dispatchers working 12-hour shifts shall be paid on the basis of 12-hour days. However, the total amount of paid vacation time shall not exceed that currently provided for in the Agreement.

Example: A dispatcher is presently entitled to one (1) week of vacation or forty (40) hours. Upon the implementation of a 12-hour shift, a dispatcher taking three (3) days of vacation would be paid for 36 hours. The dispatcher would then have two days of vacation remaining of which four (4) hours would be paid.

4. Sick leave shall be used on an hour for hour basis.

Example: A dispatcher is sick for an entire 12-hour scheduled shift. The Dispatcher will be charged with 12 hours sick leave usage.

5. Holiday pay will be calculated based on the hours scheduled for the holiday.

Example: A dispatcher is scheduled to work 12 hours on July 4th. Holiday pay would be 12 hours in addition to compensation due for working the holiday. If this same dispatcher were scheduled to work only 8 hours, the dispatcher's holiday pay would be only 8 hours.

6. The regular shift rotation shall not occur sooner than 28 days. An employee may be required to work to fill vacancies or other situations.

City of Columbia, Illinois

Illinois Fraternal Order of Police Labor Council, representing Monroe County Lodge #145 (Columbia Telecommunicators # 932)
