

CITY OF COLUMBIA, ILLINOIS

ORDINANCE NO. 2760

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 SWORN POLICE OFFICERS OF THE CITY OF COLUMBIA, ILLINOIS' POLICE FORCE, EXCLUDING THE CHIEF OF POLICE, THE ASSISTANT CHIEF OF POLICE AND ALL AUXILIARY AND SPECIAL POLICE OFFICERS, FOR THE PERIOD FROM MAY 1, 2009 THROUGH APRIL 30, 2012

**Adopted by the
City Council
of the
City of Columbia, Illinois
this 7th day of December, 2009**

**Published in pamphlet form by
authority of the City Council
of the City of Columbia,
Illinois, this 7th day
of December, 2009**

DEC 07 2009

ORDINANCE NO. 2760

J. Ronald Colyer
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 SWORN POLICE OFFICERS OF THE CITY OF COLUMBIA, ILLINOIS' POLICE FORCE, EXCLUDING THE CHIEF OF POLICE, THE ASSISTANT CHIEF OF POLICE AND ALL AUXILIARY AND SPECIAL POLICE OFFICERS, FOR THE PERIOD FROM MAY 1, 2009 THROUGH APRIL 30, 2012

WHEREAS, it is necessary and appropriate that the City of Columbia, Illinois (the "City") make and enter into a Collective Bargaining Agreement (the "Agreement") with the Illinois Fraternal Order of Police Labor Council/Monroe County Lodge #145 ("FOP") for the Sworn Police Officers of the City's Police Force, excluding the Chief of Police, the Assistant Chief of Police, and all Auxiliary and Special Police Officers as defined in the Agreement (said Sworn Police Officers not excluded are hereinafter referred to as the "Non-Exempt Police Officers"), for a three (3) year term commencing May 1, 2009 and ending April 30, 2012;

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, including police officers;

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 Non-Exempt Police Officers, said Agreement to be for a three (3) year term to commence May 1, 2009 and terminate April 30, 2012.

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 – Sworn Police Officers (the City’s Non-Exempt Police Officers), for a three (3) year term beginning May 1, 2009 and ending April 30, 2012, 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 said 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; additionally, the City Administrator is hereby authorized and directed to sign Appendix E – Side Letter of Agreement Regarding Discipline of said Agreement for and on behalf of the City.

Section 3. This Ordinance shall be in full force and effect following its passage and publication in pamphlet form, as provided by law; furthermore, pursuant to its terms said Agreement is to take effect on May 1, 2009, which is the beginning of the City’s current fiscal year and the date the prior collective bargaining agreement between the City and the FOP (on behalf of the Non-Exempt Police Officers) expired.

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

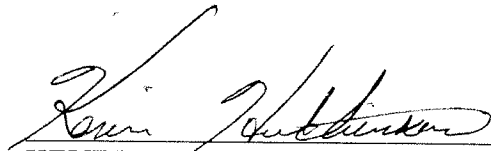
YEAS: Aldermen Ebersohl, Agne, Niemietz, Hejna, Oberkfell, Stumpf and Roessler.

NAYS: None.

ABSENT: Row.

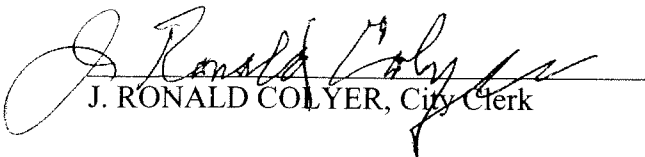
ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 7th day of December, 2009



KEVIN B. HUTCHINSON, Mayor

ATTEST:



J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF PUBLICATION

I, J. Ronald Colyer, certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois.

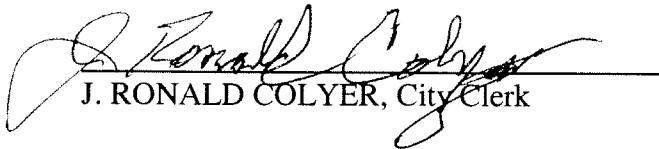
I further certify that on the 7th day of December, 2009, the Corporate Authorities of the City of Columbia, Illinois, passed and approved Ordinance No. 2760 entitled:

**“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 SWORN POLICE OFFICERS OF
THE CITY OF COLUMBIA, ILLINOIS’ POLICE
FORCE, EXCLUDING THE CHIEF OF POLICE, THE
ASSISTANT CHIEF OF POLICE AND ALL AUXILIARY
AND SPECIAL POLICE OFFICERS, FOR THE PERIOD
FROM MAY 1, 2009 THROUGH APRIL 30, 2012”**

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 2760, including the ordinance and a cover sheet thereof, was prepared, and a copy of such ordinance was posted in the Columbia City Hall, commencing on December 8th, 2009 and continuing for at least ten (10) days thereafter. Copies of such ordinance were also made available for public inspection upon request in the office of the City Clerk.

DATED at Columbia, Illinois this 7th day of December, 2009.


J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF TRUE COPY

I, J. Ronald Colyer, hereby certify that I am the duly elected 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.2760, 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 SWORN POLICE OFFICERS OF THE CITY OF COLUMBIA, ILLINOIS’ POLICE FORCE, EXCLUDING THE CHIEF OF POLICE, THE ASSISTANT CHIEF OF POLICE AND ALL AUXILIARY AND SPECIAL POLICE OFFICERS, FOR THE PERIOD FROM MAY 1, 2009 THROUGH APRIL 30, 2012”

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 7th day of December, 2009.

IN WITNESS WHEREOF, I have made and delivered this certificate for the uses and purposes hereinabove set forth this 7th day of December, 2009.


J. RONALD COLYER, City Clerk

(SEAL)

ILLINOIS FOP LABOR COUNCIL

and

CITY OF COLUMBIA

Patrol Officers

May 1, 2009 – April 30, 2012

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
SECTION 3.3 USE OF MASCULINE PRONOUN	2
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
ARTICLE 6 - COLLECTIVE BARGAINING	4
ARTICLE 7 - NO STRIKE	4
SECTION 7.1 NO STRIKE COMMITMENT	4
SECTION 7.2 RESUMPTION OF OPERATIONS	4
SECTION 7.3 COUNCIL LIABILITY	5
SECTION 7.4 DISCIPLINE OF STRIKERS	5
ARTICLE 8 - RESOLUTION OF IMPASSE	5
SECTION 8.1	6
SECTION 8.2	7
SECTION 8.3	7
SECTION 8.4	7
ARTICLE 9 - BILL OF RIGHTS	7
SECTION 9.1 CONDUCT OF DISCIPLINARY INVESTIGATION	7
SECTION 9.2	9
SECTION 9.3	9
SECTION 9.4	9
SECTION 9.5 PHOTO DISSEMINATION	9
SECTION 9.6 COMPULSION OF TESTIMONY	9
SECTION 9.7 POLYGRAPH	9
SECTION 9.8	10
ARTICLE 10 - DISCIPLINE AND DISCHARGE	10
SECTION 10.1 DISCIPLINE	10
SECTION 10.2 PROBATIONARY OFFICERS	11

ARTICLE 11 - GRIEVANCE PROCEDURE	11
SECTION 11.1 INTRODUCTION.....	11
SECTION 11.2 DEFINITIONS.....	12
SECTION 11.3 PROCEDURES	12
SECTION 11.4.....	13
ARTICLE 12 - LABOR-MANAGEMENT CONFERENCES	13
SECTION 12.1	13
SECTION 12.2.....	14
SECTION 12.3.....	14
ARTICLE 13 - LAYOFF.....	14
ARTICLE 14 - OFFICER SECURITY	14
SECTION 14.1 MAINTENANCE OF STANDARDS	14
SECTION 14.2 JUST CAUSE STANDARD	15
SECTION 14.3 FILE INSPECTION	15
SECTION 14.4 LIMITATION ON USE OF FILE MATERIAL.....	15
SECTION 14.5 USE AND DESTRUCTION OF FILE MATERIAL.....	15
ARTICLE 15 - HOURS AND OVERTIME	15
SECTION 15.1 WORK DAY AND WORK WEEK.....	15
SECTION 15.2 TEN HOUR SCHEDULES.....	15
SECTION 15.3 OVERTIME PAYMENT.....	16
SECTION 15.4 CALL-BACK.....	16
SECTION 15.5 COURT TIME.....	16
SECTION 15.6 MAXIMUM COMPENSATORY TIME.....	16
SECTION 15.7 OVERTIME ASSIGNMENT	17
SECTION 15.8 SCHEDULING	17
ARTICLE 16 - INDEMNIFICATION	17
SECTION 16.1 EMPLOYER RESPONSIBILITY	17
SECTION 16.2 LEGAL REPRESENTATION	17
SECTION 16.3 COOPERATION	17
SECTION 16.4 APPLICABILITY	17
ARTICLE 17 - SENIORITY	17
SECTION 17.1 DEFINITION OF SENIORITY	18
SECTION 17.2 VACATION SCHEDULING	18
SECTION 17.3 PROMOTION.....	18
SECTION 17.4 SENIORITY LIST	18
SECTION 17.5 TERMINATION OF SENIORITY	18
SECTION 17.6.....	19
ARTICLE 18 - F.O.P. REPRESENTATIVES	19
SECTION 18.1 ATTENDANCE AT COUNCIL MEETINGS	19
SECTION 18.2 GRIEVANCE PROCESSING.....	19

SECTION 18.3 CONVENTION DELEGATES	19
SECTION 18.4 COUNCIL NEGOTIATING TEAM	19
ARTICLE 19 - BULLETIN BOARDS.....	20
ARTICLE 20 - SICK LEAVE INCOME	20
SECTION 20.1 INITIAL VESTED SICK LEAVE.....	20
SECTION 20.2 ANNUAL SICK LEAVE	20
SECTION 20.3 SICK LEAVE ACCUMULATION.....	20
SECTION 20.4 DISABILITY INCOME AFTER SICK LEAVE.....	21
SECTION 20.5 SICK LEAVE PAY COMMENCEMENT.....	21
SECTION 20.6 INJURY LEAVE.....	22
ARTICLE 21 - WAGE RATES.....	22
ARTICLE 22 - BEREAVEMENT LEAVE	22
ARTICLE 23 - JURY LEAVE	23
ARTICLE 24 - MILITARY LEAVE.....	23
ARTICLE 25 - UNPAID LEAVE	23
ARTICLE 26 - FAMILY AND MEDICAL LEAVE.....	23
ARTICLE 27 - HOLIDAYS.....	24
SECTION 27.1 HOLIDAYS OBSERVED	24
SECTION 27.2 HOLIDAY PAY ADMINISTRATION.....	24
ARTICLE 28 - WORKING OUT OF CLASSIFICATION	25
ARTICLE 29 - OFFICER FRINGE BENEFITS.....	25
SECTION 29.1	25
SECTION 29.2	25
SECTION 29.3	25
ARTICLE 30 - CLOTHING ALLOWANCE.....	26
SECTION 30.1	26
SECTION 30.2.....	26
ARTICLE 31 - OFFICERS' COMMISSIONS.....	26
ARTICLE 32 - VACATION PERIODS.....	26
SECTION 32.1 CHOICE OF VACATION PERIOD	26
SECTION 32.2 HOLIDAY DURING VACATION PERIOD.....	27
SECTION 32.3 WORK DURING VACATION PERIOD	27
SECTION 32.4 VACATION RIGHTS IN CASE OF LAY-OFF OR SEPARATION	27

ARTICLE 33 - EDUCATIONAL INCENTIVE PROGRAM.....	27
ARTICLE 34 - GENERAL PROVISIONS	28
SECTION 34.1	28
SECTION 34.2	28
SECTION 34.3	28
SECTION 34.4	28
SECTION 34.5	28
SECTION 34.6	29
ARTICLE 35 - DRUG AND ALCOHOL POLICY AND TESTING	29
SECTION 35.1 STATEMENT OF POLICY	29
SECTION 35.2 PROHIBITIONS.....	29
SECTION 35.3 DRUG AND ALCOHOL TESTING (REASONABLE SUSPICION)	29
SECTION 35.4 ORDER TO SUBMIT TO REASONABLE SUSPICION TESTING	29
SECTION 35.5 TESTS TO BE CONDUCTED.....	30
SECTION 35.6 RIGHT TO CONTEST	31
SECTION 35.7 VOLUNTARY REQUESTS FOR ASSISTANCE	31
SECTION 35.8 RANDOM TESTING	32
SECTION 35.9 DISCIPLINE	32
ARTICLE 36 - SAVINGS CLAUSE	33
ARTICLE 37 - DURATION.....	33
SECTION 37.1 TERM OF AGREEMENT	33
SECTION 37.2 CONTINUING EFFECT	33
SECTION 37.3 REOPENER	33
SIGNATURES.....	34
APPENDIX A - WAGE RATES/LONGEVITY.....	37
SCHEDULE OF INCREASES.....	38
APPENDIX B - DUES AUTHORIZATION FORM	39
APPENDIX C - 12-HOUR SCHEDULING	40
APPENDIX D - GRIEVANCE FORM	41
APPENDIX E - SIDE LETTER OF AGREEMENT REGARDING DISCIPLINE	43

ARTICLE 1 - PREAMBLE

This Agreement is entered into by and between the City of Columbia, an Illinois municipal corporation (herein referred to as "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 it is the intent of the parties hereto to establish and promote mutually harmonious understanding and relationships between the Employer and the Council to promote departmental efficiency and effectiveness, to establish wages, hours, standards, and other terms and conditions of employment of officers 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 negotiations, interpretation, and application of this Agreement.

In consideration of the mutual promises, covenants, and Agreement 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 all sworn police officers (herein referred to as "Officer"), excluding the Assistant Chief of Police, Chief of Police, all auxiliary and special police officers as defined by Articles II and III S.30-2-1 et seq. of the Municipal Code of Columbia and all managerial, supervisory and confidential employees as defined in the Illinois Public Labor Relations Act, 5 ILCS 315 et seq. employed by the Employer in its Department of Police.

ARTICLE 3 - NON-DISCRIMINATION

Section 3.1 Equal Employment Opportunity

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

Section 3.2 Non-Discrimination

There shall be no discrimination against any officer 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.

Section 3.3 Use of Masculine Pronoun

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

ARTICLE 4 - COUNCIL DUES AND FAIR SHARE AGREEMENT

Section 4.1 Dues Deduction

Upon receipt of a written and signed authorization form from an officer (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 Labor Council with each dues payment a list of those officers from whom the dues deductions were made and the amounts of those deductions. The Employer shall submit to the Labor Council on an annual basis, or as changes occur, a list of bargaining unit officers names and addresses.

Section 4.3 Fair Share

Any present officer 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, contract administration in pursuing matters affecting wages, hours, and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All officers hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above. The Employer shall with respect to any officer in whose behalf the Employer has not received a written authorization as provided for above, the Employer shall deduct from the wages of the officer, 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 officer has been delinquent in his obligation for at least thirty (30) days.
- b. The Council has certified to the Employer that the affected officer has been notified in writing of the obligation and the requirement for each provision of this

Article and that the officer 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 officer 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 officer and the Council for the purpose of determining and resolving any objections the officer may have to the fair share fee.

Section 4.4 Indemnity

The Council hereby indemnifies and agrees to save the Employer harmless against any and all claims, demands, suits 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

Except as 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 rights:

- a. to determine the organization and operations of the Department of Police;
- 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 officers of the Department of Police, including the right to assign work and overtime;
- e. to hire, examine, classify, select, promote, restore to career service positions, train, transfer, and assign officers;
- f. to increase, reduce or change, modify or alter the composition and size of the work including the right to relieve officers 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 operation, equipment or facilities;
- j. to determine the locations, methods, means, and personnel by which operations are to be conducted, including the right to determine whether services are to be provided, or purchased;
- k. to establish, implement, and maintain an effective internal control program;
- l. to suspend, demote, discharge and take other disciplinary action against officers in accordance with Article 10; and
- m. to add, delete, or alter policies, procedures, rules and regulations. 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 terms of this Agreement.

ARTICLE 6 - COLLECTIVE BARGAINING

The Employer or its ~~designated~~ representative agrees to meet with and negotiate with a committee representing the Council for the purpose of agreeing upon, executing, and administering an agreement covering wages, rates of pay, and other terms and conditions of employment that are by law allowed. Such negotiations shall be participated in by the parties to the end that a full agreement is adopted and effectuated within a reasonable period of time.

ARTICLE 7 - NO STRIKE

Section 7.1 No Strike Commitment

Neither the Council nor any officer will call, institute, authorize, participate in, sanction, encourage, or ratify any strike or work stoppage, or other concerted refusal to perform duties by any officer or officer 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 officer shall refuse to cross any picket line, by whoever established.

Section 7.2 Resumption of Operations

In the event of action prohibited by Section 7.1 above, the Council immediately shall disavow such action and request the officer to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The 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 7.3 Council Liability

Upon the failure of the Council to comply with the provisions of Section 7.2 above, any agent or official of the Council who is an officer covered by the terms of this Agreement may be subject to the provisions of Section 7.4 below.

Section 7.4 Discipline of Strikers

Any officer who violates the provisions of Section 7.1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any officer who participates in action prohibited by Section 7.1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether an officer in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

ARTICLE 8 - RESOLUTION OF IMPASSE

If any case of dispute between the Employer and the Council in the collective bargaining process reaches an impasse with the result that said Employer and Council are unable to effect a settlement, ~~then either party to dispute,~~ upon written notice to the other party containing specifications of the issue or issues in dispute, may request the appointment of a Board of Arbitration.

For purposes of this Section, an impasse shall be deemed to occur in the collective bargaining process if the parties do not reach a settlement of the issue or issues in dispute by way of a written agreement within forty-five (45) days after collective bargaining proceedings have been initiated.

The Board of Arbitration shall be composed of three (3) persons; one (1) appointed by the Employer, one (1) appointed by the Council, and the third member to be agreed upon by the Employer and the Council.

The members of the Arbitration Board representing the Employer and the Council shall be named within five (5) days from the date of the request for the appointment of the Board. If, after a period of ten (10) days from the date of the appointment of the two (2) arbitrators appointed by the Employer and the Council, the third arbitrator has not been selected by them, then either arbitrator may request the Federal Mediation and Conciliation Service to furnish a list of the names of five (5) persons who are residents of Illinois who are qualified and disinterested. The third arbitrator shall be selected from that list by the arbitrator for the Employer striking two names from the list within five days after receipt, following which the arbitrator for the Council shall strike two names from the list within five (5) days thereafter. The individual whose name remains shall be the third arbitrator and shall act as Chairman of the Arbitration Board. The

Arbitration Board thus established shall commence proceedings within ten (10) days after the third arbitrator is selected and shall make its determination within thirty (30) days after the appointment of the third arbitrator.

Where there is no Agreement between the parties, or where there is an Agreement, but the parties have begun negotiations or discussions looking to a new Agreement or amendment of the existing Agreement, and wage rates or other conditions of employment under the proposed new or amended Agreement are in dispute, the arbitration panel shall base its findings, opinions, and order upon the following factors, as applicable.

- a. The lawful authority of the Employer;
- b. Stipulations of the parties;
- c. The interests and welfare of the public and the financial ability of the unit of government to meet those costs;
- d. Comparison of the wages, hours, and conditions of employment of the officers involved in the arbitration proceedings with the wages, hours, and conditions of employment of other officers performing similar services in neighboring communities;
- e. The average consumer prices for goods and services, commonly known as the cost-of-living index;
- f. The overall compensation presently received by the officers, including direct wage compensation, vacations, holidays, and other excused time, insurance, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received;
- g. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings; and
- h. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours, and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration, or otherwise between the parties, in the public service or in private employment.

Section 8.1

A majority decision of the arbitration panel if supported by competent material, and substantial evidence on the whole record, shall be final and binding upon the parties, and may be enforced, at the instance of either party or of the arbitration panel in the Circuit Court of Monroe County. The commencement of a new municipal fiscal year after the initiation of arbitration procedures under this Agreement, but before the arbitration decision, or its enforcement, shall

not be deemed to render a dispute moot, or to otherwise impair the jurisdiction or authority of the arbitration panel or its decision. Increases in rates of compensation or other benefits may be awarded retroactively to the commencement of any period(s) in dispute, any other statute or charter provisions to the contrary notwithstanding. At any time, the parties by mutual agreement, may amend or modify an award of arbitration.

Section 8.2

Orders of the arbitration panel shall be reviewable by the Circuit Court of Monroe County, but only for reasons that the arbitration panel was without or exceeded its authority, the order is arbitrary, or capricious, or the order was procured by fraud, collusion, or other similar or unlawful means. The pendency of such proceeding for review shall not automatically stay the order of the arbitration panel.

Section 8.3

The majority decision of the panel shall constitute a mandate to the Employer, with respect to matters which can be remedied by administrative action or which require legislative action, to take the action necessary to carry out the determination of the Board of Arbitration.

Section 8.4

The arbitration process, from the date of notice to the panel's written findings and decision shall not exceed ninety (90) days, provided, however, this time limit may be extended by agreement of the Chairman and the parties. The panel's written findings and decisions shall be served upon all parties.

During the pendency of proceedings before the arbitration panel, existing wages, hours, and other conditions of employment shall not be changed by action of either party without the consent of the other but a party may so consent without prejudice to its rights or position under this Agreement.

The compensation, if any, of the arbitrator appointed by the Council shall be paid by it. The compensation, if any, of the arbitrator appointed by the Employer shall be paid by it. The compensation of the third arbitrator, as well as all stenographic and other expenses incurred by the Arbitration panel in connection with the arbitration proceedings shall be shared equally between the Council and the Employer.

ARTICLE 9 - BILL OF RIGHTS

Section 9.1 Conduct of Disciplinary Investigation

If the inquiry, investigation, questioning or interrogation of an officer could result in the recommendation of some action, such as transfer, suspension, dismissal, loss of pay, reassignment, or other similar action which would be considered a punitive measure, then, before

taking such action, the Employer shall follow the procedures set forth in the Uniform Peace Officer's Disciplinary Act, 50 ILCS 725/1 et seq., ("Disciplinary Act"). The officer may be relieved of duty pending formal hearing and shall receive all ordinary pay and benefits as he would have if he were not charged. The officer shall have the right to be represented at such inquiries, investigations, or interrogations by a Council representative, and the following:

- a. The interrogation shall be conducted at a reasonable hour, preferably at a time when the officer is on duty;
- b. The interrogation shall take place at the office of command of the investigating officer;
- c. The officer under interrogation shall be informed of the name, rank, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer shall be asked by and through one interrogator;
- d. The officer under investigation shall be informed in writing of the nature of the complaint prior to interrogation, and of the names of all complainants and witnesses;
- e. Interrogating sessions shall be for reasonable periods and shall be timed to allow for personal necessities and rest periods as are reasonably necessary;
- f. Any officer under interrogation shall not be threatened with transfer, dismissal, or disciplinary action;
- g. A complete record transcribed by a court stenographer shall be kept of the complete interrogation of the officer including all recess periods. A copy of the record shall be available to the officer or his counsel upon request;
- h. If any officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogations, he shall be completely informed of his rights prior to such interrogation;
- i. At the request of the officer under interrogation, he shall have the right to be represented by counsel of his choice who shall be present at all times during interrogation. The interrogation shall be suspended for a reasonable time until representation can be obtained;
- j. No statute shall abridge nor shall any law enforcement agency or the Employer adopt any ordinance, rule, or regulation which prohibits the rights of officers to bring suit arising out of his duties as an officer;
- k. No agency shall insert any adverse material into any file of the officer or concerning the officer unless the officer has an opportunity to review and receive

a copy of said material in writing, regarding the adverse material, unless the officer waives these rights in writing; and

1. No officer shall be compelled to speak or testify before or be questioned by any non-governmental agency or group.

Section 9.2

No officer shall be required or requested to disclose any item of his property, income, assets, source of income, debts or personal or domestic expenditures (including those of any member of his family or household) unless such information is necessary in investigating possible conflict of interest with respect to the performance of his official duties, or unless such disclosure is required by state law.

Section 9.3

If the investigation or interrogation of an officer results in the recommendation of some action, such as demotion, dismissal, reassignment, or similar action which would be considered punitive measure, then, before taking such action, the Employer shall follow the procedures set forth in Article 10 herein, entitled "Discipline and Discharge." The officer may be relieved of duty and shall receive all ordinary pay and benefits, as he would have if he were not charged.

Section 9.4

If any officer covered by this Agreement is charged by indictment or complaint to have violated any provision of the Criminal Code of Illinois or any law of the United States, he shall be entitled to his wages and other economic benefits provided for in this Agreement until such time as formal disciplinary charges, which may be filed by the Employer, are decided in a disciplinary forum before the Fire and Police Board or before an arbitrator.

Section 9.5 Photo Dissemination

No photo of an officer under investigation shall be made available to the media prior to a conviction for a criminal offense or prior to a decision being rendered.

Section 9.6 Compulsion of Testimony

The Police Department shall not compel an officer under investigation to speak or testify before, or to be questioned by any non-governmental agency relating to any matter or issue under investigation.

Section 9.7 Polygraph

No officer shall be required to take a polygraph examination for any purpose, and no results of or the refusal to take such an exam shall be used as evidence against an officer in any hearing or proceeding.

If an officer requests to take a polygraph examination during an investigation, he may do so.

Section 9.8

No officer shall be ordered to submit to a blood test, a breathalyzer test, or any other test to determine the percentage of alcohol in the blood for any reason except as may be provided otherwise by specific statutory law. Such test may be requested by an officer.

ARTICLE 10 - DISCIPLINE AND DISCHARGE

Section 10.1 Discipline

Discipline in the department shall be progressive and corrective, depending upon the circumstances of each offense, and shall be in all cases based on just cause. Officers shall be afforded all of the rights set forth in the Disciplinary Act and the following:

- a. Officers shall have the right to a Council/Labor Council representative present before any questioning by the Employer which the officer reasonably fears might lead to discipline.
- b. Officers shall be notified by the Employer of the inclusion of any material of an adverse nature in any file maintained by the Employer concerning that officer (other than active, on-going internal investigative files), and shall be afforded the opportunity to examine and photocopy the same at reasonable times. Officers shall also have the right to affix a rebuttal statement to any material included in their files. Material concerning oral and written reprimands shall be expunged upon written request of the officer twelve months after the date of the offense, and materials concerning disciplinary suspensions shall be removed five years after the date of the offense; provided, however, in each instance, there has not been a repeat of the same or similar offenses for which the officer was originally disciplined. In the latter event, the materials shall remain in the files until the respective time period elapses from the new or subsequent disciplinary measure.
- c. The following procedures shall apply:
 1. Discipline in the department shall be limited to oral reprimands, written reprimands, disciplinary suspensions, demotions and discharges. The Chief of Police may issue oral and written reprimands, and impose suspensions of not more than five (5) days. Suspensions of more than five (5) days, demotions, and discharges may be assessed only by the Board of Fire and Police Commissioners in accordance with the then existing rules and regulations of that body.

2. Officers may elect to have oral reprimands, written reprimands, and suspensions of five (5) days or less reviewed pursuant to i) Article 11, Grievance Procedure, or ii) by the Board of Fire and Police Commissioners, which election shall be irrevocable for the discipline at issue.
3. Discipline imposed by the Board of Fire and Police Commissioners is not reviewable pursuant to Article 11, Grievance Procedure.
4. Individual officers may file grievances concerning reprimands and present them to the Employer and have them settled with the Employer without the intervention of the Council. Any resolution of such grievance filed by an individual officer shall be consistent with the Agreement;
5. Notwithstanding the right of individual officers to file grievances and process them through Step 2 of the grievance procedure, only the Council shall have the right to refer grievances to arbitration; and
6. Not more than twenty (20) days after receipt of the Employer's step 2 response, the Council/Labor Council shall have the right to refer any such discipline grievance to arbitration.
7. The Council shall be notified in writing of all discipline other than oral reprimands imposed upon officers covered by this Agreement.

Section 10.2 Probationary Officers

New officers, part-time officers becoming full-time officers, or temporary officers becoming full-time officers, shall be employed as a full-time officer on a probationary basis for the first twelve (12) months of active duty after hiring. During the probationary period of twelve months, an officer may be discharged for any reason whatsoever without any recourse under this Agreement. Probationary officers shall retain all contract rights, including that of grievance and arbitration, in those issues not directly referring to the discipline and/or discharge of a probationary officer.

ARTICLE 11 - GRIEVANCE PROCEDURE

Section 11.1 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 11.2 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 11.3 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 11.2 or which does not meet the time limits in this Section 11.3 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 the Agreement.

Section 11.4

With supervisory permission, which shall not be unreasonably withheld and only for unusual job demands, officers will be permitted reasonable time off with pay during their respective working hours to process and/or investigate grievances.

ARTICLE 12 - LABOR-MANAGEMENT CONFERENCES

Section 12.1

The Council and the Employer mutually agree that in the interest of efficient management and harmonious officer relations, it is desirable that meetings be held between Council representatives and responsible administrative representatives of the Employer in compliance with the Open Meetings Act or similar legislation. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a labor-management conference and expressly providing the agenda for such meeting. Such meetings and locations 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; and

- c. notifying the Council of changes in non-bargaining conditions of employment contemplated by the Employer which may affect officers.

Issues of work place and officer safety shall be addressed as soon as practical upon a written request by either party.

Section 12.2

It is expressly understood and agreed that such meetings shall be inclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at labor-management conferences, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 12.3

When absence from work is required to attend labor-management conferences, Council members shall, before leaving their work station, give reasonable notice to and receive approval from their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Council members attending such conferences shall be limited to three (3). Travel expenses associated with any labor-management conferences shall be the responsibility of the officer.

ARTICLE 13 - LAYOFF

Prior to lay-off of any permanent officers, all probationary, temporary, or part-time officers functioning within the Police Department as officers shall be laid off or terminated as the case may be.

In the event of a lay-off of officers, other than auxiliary or special police as heretofore defined, the Employer agrees not to hire civilian personnel to perform those duties that formerly were performed by an officer except for temporary periods not to exceed thirty (30) days in the event of a recall. An officer shall be defined to mean any person who, by virtue of their office, is vested by law with a duty to maintain public order and make arrests for offenses.

In the event of lay-off, sworn personnel will be laid off in the reverse order of their seniority. Rehiring shall be in accordance with 65 ILCS 5/10 – 2.1 – 18.

ARTICLE 14 - OFFICER SECURITY

Section 14.1 Maintenance of Standards

All economic benefits and work practices which are not set forth in this Agreement and are currently in effect shall continue and remain in effect for the term of this Agreement.

Section 14.2 Just Cause Standard

No officer covered by this Agreement shall be suspended, relieved from duty, demoted, or disciplined in any manner without just cause.

Section 14.3 File Inspection

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

Section 14.4 Limitation on Use of File Material

It is agreed that any material and/or matter not available for inspection, such as provided in Section 14.3 above, shall not be used in any manner or forum adverse to the officer's interests. Matters pertaining to Officer disciplinary action shall be discussed only in Executive Session.

Section 14.5 Use and Destruction of File Material

Any information of an adverse employment nature which may be contained in any unfounded, exonerated or otherwise not sustained file shall not be used against the officer in any future proceedings.

Any record of summary punishment may be used for a period of time not to exceed one (1) year and shall thereafter not be used to support or as evidence of adverse employment action.

ARTICLE 15 - HOURS AND OVERTIME

Section 15.1 Work Day and Work Week

All time worked in excess of the hours scheduled in the normal work day, and the normal work week (40) hours (Sunday through Saturday), or in the event of 12-hour scheduling all time worked in excess of twelve (12) hours per day and in excess of 84 hours every two (2) weeks shall be compensated as provided in Section 15.3. Officers may be required to be present fifteen (15) minutes before their scheduled tour of duty. This time shall be considered part of the normal work day and not subject to overtime compensation. A side letter, Appendix C, is included by reference, and made part of this Agreement.

Section 15.2 Ten Hour Schedules

Work Schedule for ten hour schedules, when utilized, shall be as follows:

- a. 10 Hour Shifts for 1, 3, 5 and 6 shifts
- b. 10 Hours pay for holidays

Time worked in excess of the ten (10) hour workday shall be paid at one-and-one-half (1½) times the normal rate of pay. It is further agreed that holidays will be paid at 10 hours per shift and vacation days will be taken at ten (10) hours per day.

Section 15.3 Overtime Payment

All approved overtime in excess of the hours required of an officer by reason of the officer's regular duty, whether of an emergency nature or a non-emergency nature, shall be paid at the rate of one and one-half (1½) times the actual hourly rate of pay for work performed in excess of hours in a given work day. Compensatory time may be paid in lieu of overtime payment if the officer in his discretion so elects. Compensatory time will be calculated at one and one-half (1½) times the amount of actual overtime worked. Overtime rate shall be computed on the basis of completed fifteen (15) minute segments.

In the event an emergency is declared by the Chief of Police, as many of the officers shall be continued on duty with overtime payment for such number of hours as may be necessary. For the purposes of this Agreement, emergency shall be defined as a sudden unexpected happening, an unforeseen occurrence or condition, or an unexpected occurrence.

Section 15.4 Call-Back

A call-back is defined as an official assignment of work which does not continuously precede or follow an officer's regularly scheduled working hours. Officers reporting back to the Employer's premises or at the Employer's direction shall be compensated for three (3) hours at the appropriate overtime rate or be compensated for the actual time worked, whichever is greater, at the overtime rate.

Section 15.5 Court Time

Officers covered by this Agreement, required to attend court outside their regularly scheduled work hours shall be compensated at the overtime rate with a minimum of three (3) hours.

Section 15.6 Maximum Compensatory Time

Accrued compensatory time may be taken only with the approval of the Chief of Police, such approval not to be unreasonably withheld. After an officer accrues a maximum of sixty (60) hours of compensatory time, additional compensatory time may be accrued only with the Employer's permission. At the end of the calendar year, the Employer shall pay the officer for all accrued compensatory time in excess of forty (40) hours; the officer may carry into the next calendar year forty (40) hours of compensatory time.

Section 15.7 Overtime Assignment

The Employer may require overtime. Except when an officer is assigned to work overtime to complete work begun during his shift (e.g. working an accident), the Employer shall request volunteers from the full-time officers, not scheduled, based on seniority and, if all qualified officers refuse, the officer with the least seniority may be required to work. Except in situations of an unanticipated absence of 24 hours or less, prior to any full-time officer being required to work, the Employer shall make reasonable efforts to call out part-time officers deemed qualified by the Chief or his designee.

Section 15.8 Scheduling

The parties agree to meet at mutually convenient times to discuss scheduling issues and to look for ways to improve the current scheduling system.

ARTICLE 16 - INDEMNIFICATION

Section 16.1 Employer Responsibility

The Employer shall be responsible for, hold officers harmless from, and pay damages or moneys which may be adjudged, assessed, or otherwise levied against any officer covered by this Agreement, subject to the conditions set forth in Section 16.4, pursuant to 65 ILCS 5/1 - 4 - 6.

Section 16.2 Legal Representation

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

Section 16.3 Cooperation

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

Section 16.4 Applicability

The Employer will provide the protections set forth in Section 16.1 and Section 16.2 above, so long as the officer is acting within the scope of his employment and where the officer cooperates, as defined in Section 16.3 with the Employer in defense of the action or actions or claims.

ARTICLE 17 - SENIORITY

Section 17.1 Definition of Seniority

As used herein, the term “seniority” shall refer to and be defined as the Officer’s continuous length of service or employment while the employee is a sworn Police Officer of the Employer.

Section 17.2 Vacation Scheduling

Officers shall select the periods of their annual vacation on the basis of seniority. Vacation schedules may be adjusted to accommodate seasonal operations, significant revision in organization, work assignments, or the number of personnel in particular ranks. This selection is subject to approval of the Chief of Police, such approval not to be unreasonably withheld.

Section 17.3 Promotion

Seniority shall be considered in the promotion of officers covered by this Agreement. In considering officers for promotion, in competitive testing, seniority shall be utilized as a tiebreaker.

Section 17.4 Seniority List

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

Section 17.5 Termination of Seniority

An officer shall be terminated by the Employer and his seniority broken when he:

- a. quits; or
- b. is discharged for just cause; or
- c. is laid off pursuant to the provisions of the applicable agreement for a period of twenty-four (24) months; or
- d. accepts gainful employment contrary to the terms of an approved leave of absence from the Police Department while on such leave; or
- e. is unjustifiably absent for three consecutive scheduled workdays without proper notification or authorization.

Section 17.6

Officers will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence, unless specifically so provided.

ARTICLE 18 - F.O.P. REPRESENTATIVES

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

Section 18.1 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 loss of pay, to attend general, board, or special meetings in 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 officers shall be certified in writing to the Employer. The Chief shall make all reasonable schedule changes to allow Board of Directors members to attend meetings of the Council.

Section 18.2 Grievance Processing

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

Section 18.3 Convention Delegates

An Officer(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 with pay for the period of time required to attend such Convention or Conference. This period of time shall not exceed one (1) week.

Section 18.4 Council Negotiating Team

Officers designated as being on the Council negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Council negotiating team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session.

ARTICLE 19 - 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 20 - SICK LEAVE INCOME

Section 20.1 Initial Vested Sick Leave

Each full-time officer in the employ of the Employer on the effective date hereof, shall be allowed one (1) day of sick leave for each six-month period of past continuous employment with the Employer; not to exceed, however, a total of thirty (30) days accumulated sick leave based upon prior employment with the Employer. A day means an eight (8) hour period.

Section 20.2 Annual Sick Leave

Each present and future, full-time officer of the Employer shall receive annual sick leave, in addition to initial annual vested sick leave heretofore provided for, based upon his or her length of employment with the Employer, as follows:

Length of Employment	No. of Days Sick Leave
Under two (2) years	10 (80 hours)
Over two (2) years but under four (4) years	15 (120 hours)
Over four (4) years	20 (160 hours)

Section 20.3 Sick Leave Accumulation

Fifty percent of the annual sick leave not taken by any full-time officer in a particular year shall be added to his or her initial vested sick leave, if any, and shall accumulate, annually, until he or she has accumulated a total maximum sick leave of two hundred fifty (250) days. Officers hired after May 1, 1992 may accumulate a total of one hundred (100) days. In the event full-time officer of the Employer is absent from work due to illness or injury, said officer's annual sick leave will first be used and applied toward payment of his or her salary until said annual sick leave is exhausted. If said officer has a continuing absence due to accident or illness thereafter, said officer's prior accumulated sick leave shall be used and applied toward the payment of his or her regular salary until said prior, accumulated sick leave has been exhausted.

Upon approaching retirement, the officer shall notify the City Clerk in writing of his choice of the following options:

- a. elect to use his accumulated sick leave during the period immediately preceding his/her retirement at their regular pay; or

- b. receive as a lump sum payment for his accumulated sick leave upon retirement, at their hourly rate.

Section 20.4 Disability Income After Sick Leave

The Employer shall pay to each full-time officer of the Employer who is absent from work due to illness or injury, \$75.00 per week, for not to exceed twenty-six (26) weeks (\$1,950.00), after said officer has exhausted all of his or her sick leave, to wit: annual sick leave (maximum of 20 days) and initial vested sick leave and accumulated annual sick leave (maximum of 250 days).

Section 20.5 Sick Leave Pay Commencement

Sick leave pay for any full-time officer of the Employer absent from work due to illness or injury will start with the officer's first day of absence from work, if:

- a. said officer is hospitalized; or,
- b. said officer's supervisor approves sick leave pay commencing with the first day's absence from work.

Otherwise, sick leave pay for a full-time officer of the Employer absent from work due to illness or injury shall not start until after the first three (3) days of his or her absence from work.

Officers who feel unable to perform their duties will request approval for sick leave from their department supervisor not later than two hours prior to the start of their shift except in emergency cases.

Supervisors will approve sick leave for officers who request such except:

- a. when officers no longer have a balance of sick leave available;
- b. when officers abuse sick leave as reflected by a previous pattern of sick leave use;
- c. when the explanation of the illness in the supervisor's opinion does not warrant approval;
- d. when the officer fails to notify the supervisor;
- e. when upon request by the supervisor the officer fails to present themselves to an attending medical physician and obtain proof of having an incapacitating illness and provides such proof to the supervisor; or
- f. when upon request by the supervisor the officer refuses to permit personal interview.

If in the opinion of the supervisor, the request for sick leave is not warranted, the officer may be provided:

- a. leave without pay;
- b. vacation or annual leave; or
- c. another shift, if approved.

Supervisors will document and maintain on file background and reasons for each disapproval action. This disapproval record will be filed in the officer's personnel file as well as a copy provided to the officer. The officer will sign acknowledgment of receipt on the personal file copy. Upon disapproval of the third request for sick leave, the supervisor will discuss the officer status/condition with the Chief of Police, the Deputy Chief of Police, or in their absence the City Administrator, and the supervisor in conjunction with them will determine the final disposition of the matter.

Section 20.6 Injury Leave

An officer who sustains injuries or illness arising out of and in the course of his employment shall be covered by the provisions of the Illinois Public Employee Disability Act, 5 ILCS 345/1. No officer will lose any benefits while injured on duty, and will continue to accumulate all benefits provided by this Agreement. Officers on injury leave may be returned to light duty if able to perform the work and placed at the discretion of the Chief.

ARTICLE 21 - WAGE RATES

Wage rates for the classifications covered by the terms hereof are set forth in Appendix A, attached hereto and made a part hereof. The pay period for such salaries shall be the same as it has been prior to the execution of this Agreement, as will pay days. In the event that the regularly scheduled pay day is a holiday, as hereinafter defined, the preceding day will be pay day.

ARTICLE 22 - BEREAVEMENT LEAVE

The Employer agrees to provide to officers a leave of absence without loss of pay as a result of death in the officer's immediate family, not to exceed three (3) shifts, or five (5) shifts in the case of a spouse. "Immediate family" shall include the officer's mother, father, wife, husband, child (including step or adopted children), sister, or brother (including stepbrothers and sisters), fathers and mothers-in-law, sons and daughters-in-law, grandparents, or grandchildren.

ARTICLE 23 - JURY LEAVE

Officers summoned for jury duty will be paid the difference between amounts received for jury duty and what the officer would have earned from the Employer.

ARTICLE 24 - MILITARY LEAVE

An officer 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 reserved component, will be granted a military leave of absence. An officer whose period of active service exceeds two (2) weeks will not receive his salary during military leave. An officer who is granted a leave of absence not exceeding two (2) weeks to perform active duty for training will receive the officer's regular salary for the period of active duty less the amount of the officer's military pay, provided he has completed one (1) full year service with the Employer. Such military leave not exceeding two (2) weeks will be granted in addition to the officer's regular vacation, and, if the officer elects to take the officer's vacation and military leave of absence at the same time, he will receive the officer's vacation pay, and if eligible, the officer's 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 weeks. Likewise, such call-ups will not be charged against the officer's vacation leave.

ARTICLE 25 - UNPAID LEAVE

An unpaid leave of absence for a period not exceeding sixty (60) calendar days may be granted to an officer. Request for such leave must be submitted in writing to the Chief for approval at least ten (10) working days in advance of the date leave is to commence, except in emergency situations. The request for 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 for request shall be furnished to the officer in writing by the Employer. An officer returning from such leave must provide the Employer with at least five (5) calendar days of advance notification.

ARTICLE 26 - FAMILY AND MEDICAL LEAVE

The Employer shall provide family and medical leave in accordance with the Family and Medical Leave Act of 1993.

ARTICLE 27 - HOLIDAYS

Section 27.1 Holidays Observed

The following holidays shall be observed:

New Years Day (January 1st)
Presidents Day (Third Monday in February)
Good Friday (Friday before 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 Day (December 25th)
Christmas Eve Day (December 24th)
New Year's Eve Day (December 31st)
Officer's Birthday

A holiday shall be observed on the actual date of the holiday. For example, the Independence Day holiday shall be July 4th, regardless of whether the holiday is observed on another date.

Section 27.2 Holiday Pay Administration

Officers and Detectives working the holidays listed above shall be paid time and one-half (1½) their regular hourly rate for each hour worked. In addition, officers and Detectives shall be paid ten (10) hours for each of the above listed holidays. Hours worked on Thanksgiving Day and Christmas Day which would otherwise be considered overtime for the officer affected shall be paid at double time.

Example: An officer is called in to work on his regular day off, and this day coincides with a holiday and the officer's birthday. His pay for this day would be calculated as follows:

1.5 x number of hours worked on the shift because the officer is called in on a holiday (double time for Thanksgiving Day and/or Christmas Day)
10 hours holiday pay
10 hours holiday pay for birthday

Employees will be considered to be working on a holiday if they work any shift which begins on a day designated as a holiday. In the event an officer's birthday falls on a holiday, the officer shall select another day for the birthday holiday.

ARTICLE 28 - WORKING OUT OF CLASSIFICATION

Any officer who works in a position or rank senior to that which he normally holds shall be paid at the rate for the senior position or rank while so acting. When an officer is required to assume the duties and responsibilities of a rank higher than that which he normally holds for any accumulated total in excess of six (6) months in any calendar year, he shall be paid the rate for the higher rank for his vacation period, and shall receive any additional salary or fringe benefits attached to that rank for that year.

ARTICLE 29 - OFFICER FRINGE BENEFITS

Section 29.1

The Employer shall provide the following types of insurance:

- a. Hospitalization/Medical/Dental/Prescriptions
- b. Workers' Compensation
- c. Vision Care*
- d. Life Insurance
- e. False Arrest and Civil Liability

Any changes or additions to the above or any diminution in the value as they may affect the officers covered by this Agreement shall only be by mutual agreement. _____

Section 29.2

Officers covered by this Agreement who retire from the Columbia Police Department after age 50 and whose combined age and years of service with the Department are at least 70 shall be allowed to continue their group hospitalization plan until they are eligible for medicare coverage, with the retired officer paying all contributions to the insurance program.

Section 29.3

Officers and their families covered by this Agreement shall receive a comprehensive optical program and shall be self-insured in full by the Employer.

* The schedule of benefits was increased (on 02/18/08) as follows:

Vision Exam	\$ 40.00 per exam
Single Vision Lens	\$ 50.00 per pair
Bifocal Lens	\$100.00 per pair
Trifocal Lens	\$ 70.00 per pair
Lenticular Lens	\$140.00 per pair
Contact Lens	\$140.00 per pair
Frames	\$ 50.00 per pair

ARTICLE 30 - CLOTHING ALLOWANCE

Section 30.1

A clothing allowance of Six Hundred Dollars (\$600.00) for Officers and Seven Hundred Dollars (\$700.00) for Detectives to be used for the purchase of uniforms and accessories shall be given to each officer per year. The clothing allowance shall be paid upon presentation of bills or paid on voucher for bills to be submitted. Any unused clothing allowance in the amount of One Hundred Dollars (\$100.00) or less may be carried over year-to-year.

Section 30.2

Officers covered by this Agreement shall receive a uniform maintenance allowance to be paid at the rate of Five Hundred Dollars (\$500.00) for each year of the Agreement. Payments shall be made in two equal installments, one on May 1st and one on November 1st of each contract year.

ARTICLE 31 - OFFICERS' COMMISSIONS

On the effective date of this Agreement, each officer covered by its terms shall receive a commission as a police officer for the Employer. That commission shall continue from year to year without the need for renewal or re-issuance during the officer's continued employment with the Employer. This shall not limit the Employer's authority to discipline officers for just cause, using sound principles of progressive discipline.

ARTICLE 32 - VACATION PERIODS

Each officer, who has been employed for at least one (1) year from their anniversary, shall be eligible for vacation as indicated by the following table:

Having completed one (1) year	5 days (40 hours)
Having completed two (2) years	10 days (80 hours)
Having completed five (5) years	15 days (120 hours)
Having completed ten (10) years	20 days (160 hours)
Having completed nineteen (19) years of service	25 days (200 hours)

Section 32.1 Choice of Vacation Period

Vacations shall be granted at the time requested by the officer as per the provisions of Article 17 hereof. If the nature of the work makes it necessary to limit the number of officers on vacation at the same time, or if conflict occurs, the officer with the greater seniority shall be given his choice of vacation period. The Chief of Police shall be responsible for scheduling vacations. Vacations shall be taken each year. Officers who do not request a vacation period prior to the end of the ninth (9th) month following the year in which the vacation was earned,

shall be scheduled for the vacation by the Employer. The vacation shall be scheduled within the remaining three (3) months of that year.

Section 32.2 Holiday During Vacation Period

If an officer takes a vacation day on a holiday, he shall be paid holiday pay (10 hours) plus vacation hours equal to the shift he would otherwise have worked.

Section 32.3 Work During Vacation Period

Any officer who is requested to and does work during his vacation period shall be paid for regular hours at the rate of one and one-half (1½) times his regular rate of pay, and for overtime hours at the rate of two and one-half (2½) times his regular rate of pay. In addition, the officer's vacation with pay shall be rescheduled to any future period the officer may request.

Section 32.4 Vacation Rights in Case of Lay-Off or Separation

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

ARTICLE 33 - 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. The Employer will pay full tuition costs for any course of study at a recognized educational institution undertaken by any full-time officer if so directed by his or her immediate supervisor and approved by the Employer; if any full-time officer elects to take law enforcement courses as part of a degree program that he or she passes with a grade of "B" or better, Employer agrees to reimburse said officer's tuition costs (incurred to take such law enforcement related courses) up to \$1,500 per contract year; in the event an officer leaves the employ of Employer within five (5) years of passing any such law enforcement related course(s), and has received reimbursement pursuant to this section of the Agreement, such officer agrees to repay to Employer such tuition reimbursement amount(s) received, however, said repayment obligation will be reduced by 20% for each full year such officer works for Employer after the date of passing such law enforcement related course(s) (i.e., no obligation to repay Employer will exist if the officer works for Employer at least five (5) years after passing each such respective law enforcement related course).
- b. The Employer will pay full tuition costs plus incidental costs of room and board in an amount previously arranged, for intensive job-related courses of study,

seminars, or symposia, attended by any full-time officer, if so directed by his or her immediate supervisor and if approved by the Employer.

- c. Upon completion of a Bachelor's Degree, an officer shall be paid an additional 2%.

ARTICLE 34 - GENERAL PROVISIONS

Section 34.1

Authorized representatives of the National or State Council shall be permitted to visit the Department during working hours to talk with officers of the local Council and/or representatives of the Employer concerning matters covered by this Agreement.

Section 34.2

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

Section 34.3

The Employer agrees to repair or replace as necessary an officer's eyeglasses, contact lenses, and prescription sunglasses, and other personal property, if damaged or broken in the line of duty. Such an incident shall be documented with the officer's immediate supervisor.

Section 34.4

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

Section 34.5

The Employer agrees to defray all funeral and burial expenses not covered by the Workmen's Compensation Act, not to exceed Seven Thousand Dollars (\$7,000.00) of any officer of the Police Department killed in the line of duty. This benefit shall be in addition to such other insurance benefits as the Employer may provide.

Section 34.6

A non-probationary employee may only be required to submit to psychological testing when there is just cause to believe that an officer suffers from a psychological condition that interferes with the proper performance of the essential functions of his official duties.

ARTICLE 35 - DRUG AND ALCOHOL POLICY AND TESTING

Section 35.1 Statement of Policy

The public has the right to expect that police officers employed by the City of Columbia, Illinois be free from the effects of drugs and alcohol. The Employer has the right to expect its officers 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 the officers.

Section 35.2 Prohibitions

Officers 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 except as may be required in the lawful course of an officer's duties.
- b. Consuming, using, possessing, selling, purchasing or delivering any illegal drug as defined by the Illinois Compiled Statutes. (The prohibition of this section does not apply to illegal drugs seized or possessed by an officer in the lawful course of an officer's duties.)
- 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 35.3 Drug and Alcohol Testing (Reasonable Suspicion)

Where the Chief of Police or the Deputy Chief of Police has reasonable suspicion to believe that an officer is under the influence of alcohol or illegal drugs, while on duty, they shall have the right to require the officer to submit to alcohol or drug testing as set forth in this Agreement. There shall be no random or unit-wide testing of officers, except the random testing authorized in Sections 7 and 8 below.

Section 35.4 Order to Submit to Reasonable Suspicion Testing

At the time an officer is ordered to submit to reasonable suspicion testing authorized by this Agreement, the Chief of Police or the Deputy Chief of Police shall provide the officer 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 officer 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 officer shall be conducted without first affording the officer the right to union representation and/or legal counsel. Refusal to submit to such testing shall subject the officer to discipline, but the officer's taking of the test shall not be construed as a waiver of any objection or rights that he/she may have.

Section 35.5 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 officer 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 officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the Chief of Police, or his designee, or the officer 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 officer tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the officer's own choosing, at the officer's own expense; provided the officer 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 tests 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 officer's interest.

- h. Require that with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, test results that show an alcohol concentration of .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 officer 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 officer'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 officer 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 officer 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 35.6 Right to Contest

The Council and/or the officer, 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 4.

Section 35.7 Voluntary Requests for Assistance

The Chief of Police shall take no adverse employment action against an officer 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 officer agreeing to appropriate treatment as determined by the physician(s) involved.
- b. The officer discontinues his abuse of prescribed drugs or abuse of alcohol.
- c. The officer completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months.

- d. The officer agrees to submit to random testing during hours of work during the period of "after-care".

Officers 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 officer on active status throughout the period of rehabilitation, if it is appropriately determined that the officer's current use of alcohol or drugs prevents such individual from performing the duties of an officer, or whose continuance on active status would constitute a direct threat to the property or safety of others. Such officers shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pending treatment, at his option. The foregoing shall not limit the Employer's right to discipline officers for misconduct, including the use of illegal drugs (e.g., marijuana, heroin, cocaine).

Section 35.8 Random Testing

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

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 officers per year (including the Assistant Chief and Chief of Police) 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 officer and the Employer shall be notified of the same in writing, and the officer may request a second test of the specimen. Any subsequent test will be at the expense of the officer. A positive test result will be grounds for discipline, up to and including discharge.

Section 35.9 Discipline

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

ARTICLE 36 - 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 37 - DURATION

Section 37.1 Term of Agreement

This Agreement shall be effective from May 1, 2009, and shall remain in full force and effect until April 30, 2012. It shall continue in effect from year to year thereafter unless notice of termination or desire to modify the provisions of the Agreement 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.

Section 37.2 Continuing Effect

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

Section 37.3 Reopener

The parties agree that if either side decides to reopen negotiations, that party may so notify the other at least ninety (90) and no more than one hundred twenty (120) days prior to the commencement to the second year of the Agreement. In the event such notice is given, then the parties shall attempt to meet not later than ten (10) days after the date or receipt of such notice, or at such reasonable times as are agreeable to both parties for the purpose of negotiation. All notices provided for in this Agreement shall be served on the other party by certified mail, return receipt requested. Any impasses at negotiations shall be resolved by the procedures of the Illinois Labor Relations Act.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of December 2009.

FOR THE EMPLOYER

FOR THE COUNCIL

Mayor, City of Columbia

Field Representative
Illinois Fraternal Order of Police
Labor Council

Bargaining Unit Chairman

Bargaining Unit Committeeman

(SEAL)

ATTEST:

City Clerk

APPENDIX A - WAGE RATES/LONGEVITY

Section 1

The monthly salary currently paid to the officers for their respective ranks held, covered by the terms of this Agreement, shall be increased effective May 1, 2009, by 2.5 percent, effective May 1, 2010, by 3 percent; and effective May 1, 2011, by 3.75 percent.

Start Pay:	May 1, 2009	May 1, 2010	May 1, 2011
	\$21.48	\$22.12	\$22.95
Base Pay:	May 1, 2009	May 1, 2010	May 1, 2011
	\$23.23	\$23.92	\$24.82

*New officers may be hired in at the base rate but shall remain at the base rate until the base rate is increased and/or the officer is eligible for longevity pay.

Section 2 Longevity

Officers covered by this Agreement shall receive an hourly shift premium in the amount of 14¢ (fourteen cents) per hour. This is to be paid as an hourly rate susceptible to the overtime factor 1½ times the regular rate. This premium has been included in the calculation of Start Pay, and all wages negotiated under the terms of this Agreement

Officers shall be paid for length of service in the following manner:

After one year of service, a one percent (1%) increase of present pay; after five (5) years of service and each five (5) years thereafter, a one and three quarter percent (1¾%) increase to be paid, starting on the officer's anniversary date. The base salary is to be increased by whatever percentile is negotiated each year.

Section 3 Sergeant's Rank Pay

Officers holding the rank of Sergeant shall receive an additional \$1.00 per hour above their regular salary. Such rank pay shall be incorporated into the officer's hourly rate of pay.

Section 4 Current Officers Pay

Officers currently employed as of the date this Agreement is signed shall be paid as follows:

SCHEDULE OF INCREASES

Officer	Position	Pay Rate Effective <u>5/1/2009</u> <u>2.50%</u>	Intermediate Increase & Effective Date	Pay Rate Effective <u>5/1/2010</u> <u>3.00%</u>	Intermediate Increase & Effective Date	Pay Rate Effective <u>5/1/2011</u> <u>3.75%</u>	Intermediate Increase & Effective Date
Barlow, J.	Sergeant	25.10		25.85	26.30 8/16/2010	27.29	
Bayer, J.	Patrolman	22.01		22.67		23.52	
Brummer, J	Patrolman		21.90 9/1/2009				
Conrad, M.	Sergeant	26.39	26.85 6/1/2009	27.66		28.70	
Donjon, J.	Sergeant	23.14	23.54 6/1/2009	24.25		25.16	
Griffith, A.	Patrolman		21.90 11/9/2009	22.56	22.79 11/9/2010	23.64	
Heine, K.	Patrolman	22.01		22.67		23.52	
Hopkins, Z.	Patrolman	22.12		22.78		23.63	24.04 11/27/2011
Lowe, W.	Patrolman	22.46		23.13		24.00	
Patton, S.	Patrolman	24.04		24.76		25.69	26.14 7/23/2011
Simon, J.	Sergeant	27.38		28.20	28.69 11/1/2010	29.77	
Westfall, S.	Patrolman	26.17		26.96	27.43 5/15/2010	28.46	
Suedkamp, M.	Patrolman	27.69	28.17 5/1/2009				

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 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: _____

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 - 12-HOUR SCHEDULING

The Employer and the Council have concluded that it would be beneficial to the Department and to individual officers to have a 12-hour work schedule.

Such a schedule would most often consist of regularly assigned twelve hour shifts totaling 168 hours within a 28-day period. Scheduled shifts would rotate every 28 days. The normal work schedule would consist of two consecutive workdays, followed by two consecutive days-off; then three consecutive workdays, followed by two consecutive days off; then two consecutive workdays, followed by three consecutive days off, with the schedule then repeating itself.

The Employer shall post a tentative monthly schedule by the 20th of the preceding calendar month. It is understood and agreed that the Employer may adjust the schedule to address employee absences and training, and that the Employer may elect to discontinue 12-hour scheduling in its sole discretion.

To avoid confusion and possible disputes with respect to 12-hour scheduling, the following is agreed to:

1. Officers will be paid the rate of one and one-half (1½) times their actual hourly rate of pay for all hours worked on a holiday. Officers will continue to receive ten hours additional compensation for the holiday.
2. Only one officer on each squad will be permitted to be on vacation at a given time.
3. Officers will continue to receive sick leave and vacation based upon Article 20 and Article 32, respectively, of the current collective bargaining agreement. Usage shall be based on an hour-for-hour basis. For example, an officer working a 12-hour schedule who takes a day of sick leave or a day of vacation will be paid for twelve (12) hours and will be deemed to have used 1.5 days of the type of leave requested.



APPENDIX D - GRIEVANCE FORM
(use additional sheets where necessary)

Lodge No. _____ / Year _____ / Grievance No. _____

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

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



APPENDIX E - SIDE LETTER OF AGREEMENT REGARDING DISCIPLINE

Prior to the negotiation of the parties in the 2009 bargaining cycle, Section 5/10-2.1-17 of the Illinois Municipal Code was amended to provide that disciplinary actions could be the subject of an impartial arbitration in the grievance procedure rather than the exclusive domain of the Board of Police and Fire Commissioners. The amended statute provides that “[s]uch bargaining shall be mandatory unless the parties mutually agree otherwise.” During these most recent negotiations, the City of Columbia, Illinois (“Employer”) and the Illinois Fraternal Order of Police Labor Council (“Labor Council”) were unable to reach an agreement in this regard as part of a complete settlement.

This side letter of agreement is being entered into on December____, 2009 during the parties’ efforts to resolve outstanding issues in the settlement of the successor agreement. The Employer and the Labor Council agree that to pursue this issue any further in these negotiations would not be beneficial to the overall settlement process and further agree to forego raising the issue again in this bargaining cycle provided:

- 1) The Employer or the Labor Council may raise the issue of discipline and the grievance procedure during future negotiations; and
- 2) The failure of the parties to negotiate discipline as part of the grievance procedure in these negotiations shall not be held against either party in negotiating a successor agreement. Neither party shall be held to any higher burden of proof due to the failure to raise the issue during negotiation of this collective bargaining agreement. In the event of an interest arbitration arising from the parties’ failure to agree on matters relating to discipline in the grievance procedure in such successor negotiations, neither party will assert that this prior agreement established the status quo for such matters. The negotiations for such successor agreement shall be regarded as the first appropriate opportunity for good faith bargaining over the demand to subject discipline disputes to arbitration.
- 3) This side letter of agreement shall be attached to and made part of the parties’ agreement.

For the Employer:

For the Labor Council:

Albert G. Hudzik Date
City Administrator
City of Columbia, Illinois

Mark J. Russillo Date
Field Representative