

# ILLINOIS FOP LABOR COUNCIL

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and

## CITY OF COLLINSVILLE

**Civilian Unit - Telecommunicator, Clerk,  
Humane Officer, and Code Enforcement  
Officer**

**June 27, 2017 – December 31, 2019**

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE FRATERNAL ORDER OF POLICE, LODGE NO.103  
CIVILIAN UNIT

AND

THE CITY OF COLLINSVILLE, ILLINOIS

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## **AGREEMENT**

THIS AGREEMENT, made and entered into by the CITY OF COLLINSVILLE, ILLINOIS, hereinafter referred to as the "Employer", and the ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL, REPRESENTING COLLINSVILLE FOP LODGE #103 CIVILIAN UNIT, hereinafter referred to as the "Labor Council", shows the following stipulations and agreements.

### **ARTICLE 1 - RECOGNITION**

#### **Section 1.1 - Recognition.**

The Employer recognizes the Labor Council as the sole and exclusive collective bargaining agent with respect to wages, hours, and conditions of employment for the non-commissioned police department employees. The units which Fraternal Order of Police Civilian Unit represents includes all telecommunicators, clerks, humane officers, and all other non-commissioned full time employees. Reference to employees in this Agreement shall mean employees in the units above described. The scope and description of the bargaining unit shall be as described in the Illinois State Labor Relations Board Certification of Representatives, as issued on July 17, 1992.

### **ARTICLE 2 - MANAGEMENT RIGHTS**

#### **Section 2.1 - Management Rights.**

Except as specifically limited by the express provisions of this Agreement, the Employer retains all traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control, and determine the budget and all the operations, services, and missions of the Employer; to supervise and direct the workforce; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards, and, from time to time, to change those standards; to assign overtime; to contract out for goods and services to the extent the Employer possessed this right prior to the execution of this Agreement; to determine the methods, means, organization, and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders, and policies; to evaluate employees, to establish performance standards; to discipline, suspend, and/or discharge non-probationary employees for just cause; to change or eliminate existing methods, equipment or facilities or introduce new ones; to take any and all actions as may be necessary to carry out the mission of the Employer and the Police Department in the event of civil emergency as may be declared by the Mayor, the City Manager, the Police Chief, or their authorized designees; to determine, in the sole discretion of the Mayor, that civil emergency conditions exist, which may include, but are not limited to, riots, civil disorders, tornado conditions, floods, or other catastrophes; and to carry out the mission of the Employer; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

## **Section 2.2 - Civil Emergencies.**

If, in the sole discretion of the Employer, it is determined that extreme civil emergency conditions exist, including, but not limited to, riots, civil disorders, tornado conditions, floods, or other similar catastrophes, upon written notice to a Labor Council Representative at a practical time, the provisions of this Agreement may be suspended by the Employer during the time of the emergency, provided the wage rates and all economic benefits shall not be suspended (unless the employee(s) are laid off due to lack of work created by the emergency), and that the provisions of this Article shall neither limit an employee's right to invoke the grievance procedure in a timely manner after the cessation of the emergency, nor limit the protections granted by the other sections of this Agreement. It is agreed that the processing of any grievance occurring during this emergency shall be delayed until a time when the emergency conditions no longer hamper normal business activity.

## **Section 2.3 - No Strike.**

No employee shall engage in, incite, or encourage any strike, work stoppage, slowdown, or withholding of services at anytime during the term of this Agreement. The Labor Council further agrees that neither it nor any of its members will call, institute, authorize, participate in, sanction, or ratify any strike, work stoppage, slowdown, or withholding of services at any time during the term of this Agreement. The foregoing shall not limit the right of employees and the Labor Council to take actions as provided in Section 17, Right to Strike, of the Illinois Public Employees Labor Relations Act (5 ILCS 315/17).

# **ARTICLE 3 - EMPLOYMENT RIGHTS**

## **Section 3.1 - Seniority.**

**3.1.1 - Definition.** For the purpose of establishing and maintaining a position on the various seniority lists, employment shall date from the first day of uninterrupted service within a classification, which the new employee shall have worked for the Employer. New employees hired after May 9, 2000 will be required to complete a probationary period of 9 months.

During the probationary period, an employee can be terminated for any reason, without recourse by the Labor Council or the employee, through the grievance procedure.

**3.1.2 - Breaks in Seniority.** An employee's seniority shall be broken by voluntary resignation, discharge for just cause, retirement, absence for 3 consecutive days without call-in, unless the employee can prove physical inability to call in, or failure to report back to work within 2 days after expiration of leave of absence. An employee performing certain types of military duty shall be allowed up to 90 days to report back upon completion of such duty, per State Statute 330 ILCS 60/4.

## **Section 3.2 - Layoff.**

**3.2.1 - Layoff.** The Employer agrees to continue employment for present bargaining unit employees (employed as of 4/1/93) unless a layoff is necessary due to insufficient funds to maintain the positions or for lack of work. In the event of a layoff, employees shall be laid off in reverse order of classification seniority, provided the employees retained have the skill and ability to do the work required.

### **Section 3.3 - Job Bidding and Vacancies.**

**3.3.1 - Job Bidding and Vacancies.** When a permanent vacancy occurs within a job classification, a notice of such job vacancy shall be posted for a period of 5 working days and the shop steward in the job classification where such job vacancy exists shall be immediately notified.

The senior employee (based on City seniority) who bids for such job and who is best qualified shall be assigned to such job when it becomes vacant. Thereafter, for a period of 30 days, such employee shall be considered in a trial position and during said 30 days shall receive the appropriate rate for said job classification. If during said 30 day period said employee shall be deemed not competent to handle the new classification, the Employer shall return said employee to his/her former job classification, and the position shall again be posted as vacant. This shall only apply to bids from one job classification to another job classification. The decision to fill vacancies from bids that may be submitted will be made by the Police Chief or his designee.

### **Section 3.4 - Specialty Assignments.**

**3.4.1 - Specialty Assignments.** The Chief of Police retains the right to appoint employees to specialty assignments from the ranks of the bargaining unit. The assignment may be accepted or declined, at the discretion of the employee chosen. The assignment may be appointed, abolished, or replaced by another bargaining unit employee at any time at the Chief's discretion. The employee will remain an active member of the bargaining unit and will retain all union rights while serving in the assignment. In the event of a vacancy in a specialty assignment, employees desiring appointment may submit resumes of interest to the Chief of Police or his designee.

## **ARTICLE 4 - EMPLOYMENT CONDITIONS**

### **Section 4.1 - Hours of Work.**

**4.1.1 - Hours of Work/Overtime.** The standard hours of work shall be 8 hours per shift, unless agreed upon by the Employer and Union. Employees will be assigned regular starting times which will not, except in emergencies, be changed without posted notice given by the Employer. The work week shall start on Saturday at 12:01 a.m. and end on Friday at 11:59 p.m. or end of shift starting on Friday. All work in excess of 8 hours per day and 40 hours per week shall be considered as overtime. An employee shall be paid at the rate of time and one-half for working such overtime periods. Overtime shall not be paid twice for the same hours.

**4.1.2 - Shifts.** Employees on duty shall work an 8 hour shift based upon 5 days average per week. Employees who report for work not having been notified on the preceding day or prior thereto not to work shall receive at least 4 hours work or pay, therefore at the straight time rate. Work schedules shall be posted for a six month period. New schedules will be posted at least 4 weeks prior to the expiration of the posted schedule. Individual schedule changes of employees of less than 24 hours shall result in the employee being compensated at the overtime rate of pay for the shift worked. However, normal shift extensions (being called in early or staying late) shall not subject the entire shift to overtime. Shifts may be changed by mutual

agreement with no overtime obligation on the part of the City other than what is provided above in Section 4.1.1.

**4.1.3 - Overtime Opportunities.** In the event that a vacancy occurs in the communications center due to scheduled benefit time, sick time or other unscheduled absence, management shall determine when, and if, overtime will be offered. Once a vacancy exists that management determines needs to be filled, the following process will be followed:

Part time staff will first be offered any vacancy to be filled. If no part time staff is available to fill the open vacancy(s) or any portion thereof, the following process to fill the vacancy will be followed:

Overtime opportunities will be offered to the senior employee on the same “like”\* shift as the one on which the vacancy exists. If that employee declines the overtime opportunity, the second employee assigned to the same “like” shift will be offered the overtime opportunity. In the event that both employees on the same “like” shift decline the overtime opportunity, the supervisor will then move down the contact list according to seniority.

Notwithstanding the above, in the event that a vacancy occurs during the “switch weekend”, and no part time employees are available, the following process will be followed:

Friday coverage should fall to the preceding “like” shift (whoever worked the same shift the Thursday prior). If no eligible employee accepts the overtime opportunity, then the vacancy will be offered by seniority. Saturday shifts on the “switch weekend” will be open to the employees that are scheduled off in order of seniority. For any overtime opportunities on Sunday of the “switch weekend”, the supervisor will start with the senior employee that will be switching to the “like” shift that is vacant.

In the case of telecommunications, if the senior employee switching to the “like” shift declines the overtime opportunity, the second employee assigned to the “like” shift should be offered the overtime opportunity. In the event that both employees on the “like” shift decline the overtime opportunity, the vacancy will be offered to those available remaining employees by seniority.

Barring exigent circumstances, or special events prescheduled by management (ex: Italian Fest), no overtime shift will be mandated to be covered.

\*Like shift shall mean the same Shift for opposite rotation: Days to opposite Day Shift and Nights to opposite Night shift

**4.1.4 - Call Out Work.** Employees shall be available for call-out work in the case of emergencies unless sick, injured, or prior arrangement has been made with the Chief or his/her designee. If called to work, employees will receive no less than 2 hours pay at the rate of 1 1/2 times the hourly rate of pay, unless in conjunction with their regular shift. A minimum of 2 hours pay will be paid for all court (criminal) time relating to primary full time employment.



**4.1.5 - Court Call Out Pay.** Off duty court time will be paid at time and one-half with a minimum of two hours, for all job-related court appearances. Employees shall not have their regularly scheduled shifts adjusted, either by delaying the normal starting time or by ordering an early quitting time, in order to avoid payment of overtime or call-in pay. However, the Employer shall retain the right to change a shift, if the Employer gives 24-hour notice.

#### **Section 4.2 - Compensatory Time.**

**4.2.1 - Definition.** Compensatory time shall mean time worked in excess of regular time, for which the employee elects to receive paid time off in lieu of cash payment (i.e., "premium overtime pay"). Comp time may be accumulated at the rate of 1 1/2 hours for each hour worked, calculated to the nearest 1/4 hour.

**4.2.2 - Eligibility.** Employees shall qualify for compensatory time under the following conditions:

- a. The Employer may limit the amount of compensatory time an employee can accrue at any one time to a maximum of 80 hours. The amount of accrual remaining at the end of the fiscal year may be carried, but may never exceed 80 hours at any time.
- b. Compensatory time may be used only with the prior approval of the Police Chief or his/her designee. The Employer shall have the discretion to direct employees who have accrued an excess of 40 hours to schedule time off to bring the accrual down to 40 hours. If the employee does not schedule such time off, the Chief may schedule use of the comp time, provided the Chief will attempt to schedule time off at a date (or dates) mutually agreeable to him/her and to the employee. Failing to reach mutual agreement, the Chief may schedule the excess compensatory time to be taken by the employee at a reasonable time and date. If the employee does not agree with the scheduling by the Chief, he/she may grieve the issue through the grievance procedure.
- c. 80 hours of compensatory time may be accrued at the employee's discretion, provided he/she follows the authorization procedures required by the department. Accrual of compensatory time in excess of 40 hours may be limited, at the discretion of the Police Chief, i.e., the Chief may require an employee to select overtime payment in lieu of comp time.
- d. Compensatory time accrued shall be included as part of separation pay, no matter what the reason for separation.

#### **Section 4.3 - Job Protection.**

**4.3.1 - Statement of Policy.** The Employer and the Labor Council agree, as a matter of policy, that employment with the City should be based on merit and length of service and should be free from any political influence or control. Merit is defined as the composite of attendance, work record, and ability to do the work.

#### **Section 4.4 - No Discrimination.**

**4.4.1 - Statement.** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, race, color, creed or national origin. The Labor Council shall share equally with the Employer the responsibility for applying this provision of this Agreement.

**4.4.2 - Americans with Disabilities Act.** During the term of this Agreement, should either party believe that the application of the Americans with Disabilities Act requires a modification to bargaining unit members' terms and conditions of employment or to the terms of this Agreement, written notice shall be given to the other party. Agreed modifications resulting from these negotiations shall be ratified by the parties. Any impasses shall be resolved pursuant to the procedures set forth in Section 14 of the Illinois Public Labor Relations Act.

#### **Section 4.5 - Safety and Health Standards and Rules.**

**4.5.1 - Compliance.** The Employer agrees that it has exclusive responsibility to ensure compliance with safety and health standards and rules.

**4.5.2 - Immunizations Against & Tests For Contagious Diseases.** Employer agrees to pay the cost of inoculations against, and testing for, contagious diseases for employees who are exposed to such diseases in the line of duty, according to the following:

- a. The Employer shall pay all costs associated with Hepatitis B vaccinations, and any other vaccinations that may be required by Federal, State, or local law in the future, for any employee choosing to obtain such vaccinations. The Employer also agrees to pay all costs associated with pre-exposure shots for rabies for humane officers. The Employer reserves the right to designate the location and/or physician's office at which such vaccinations shall be obtained.
- b. The Employer shall pay for vaccinations and/or testing necessary when an employee has been exposed to contagious disease(s) in the line of duty. Costs shall be limited to out-of-pocket expenses incurred by the employee, who shall utilize the City's/employee's insurance plan to the extent possible.
- c. The Employer shall pay for vaccinations necessary for members of the employee's family when the employee has been exposed to contagious disease(s) in the line of duty. Such vaccinations shall be recommended in writing by a physician. Costs shall be limited to out-of-pocket expenses incurred by the employee and/or his/her family member(s), who shall utilize the City's/employee's insurance plan to the extent possible.

**4.5.3 - Hearing & Eye Exams.** Bi-annual eye and ear exams shall be paid for by the Employer.

#### **Section 4.6 - Bulletin Boards.**

The Employer shall provide the Civilian Bargaining Unit with designated space on available bulletin boards or provide a separate bulletin board for use by the Civilian Bargaining

Unit upon which the Civilian Bargaining Unit may post its notices. No such posting may be defamatory or partisan political in character.

#### **Section 4.7 - Meal Breaks.**

The employee shall receive a 45 minute paid lunch break, sometime near the middle hours of his/her assigned shift. This time shall be considered out of service, subject to any emergency or priority call. The employee may elect to divide the 45 minute lunch break into two shorter periods. The employee will be free to leave his/her work station, as long as he/she remains on or near the premises, and within a quick response time to any emergency or priority call. The Employer shall make every reasonable effort to see that a relief person is available to fill in during the telecommunicator's or clerk's lunch period. Should circumstances preclude an employee from taking his/her full lunch break, he/she shall not be eligible for overtime for that missed period or portion thereof, unless said employee is working alone for their entire shift and the employee requests a break(s) and no one is available to relieve them. In such case, the employee shall receive compensation at their regular rate for the missed break(s). Employees who work at least four hours overtime will be entitled to an additional 15-minute paid break.

#### **Section 4.8 - Substance Abuse Testing.**

**4.8.1 - Statement of City Policy.** It is the policy of the City of Collinsville that the public has the reasonable right to expect persons employed by its Police Department will be free from the effects of drugs and alcohol. The City, as the Employer, has the right to expect employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such a manner as to not violate any established rights of the employee.

##### **4.8.2 - Prohibitions.**

- a. Consuming or possessing alcohol at any time during the workday or anywhere on any City premises or job site, including all City buildings, properties, vehicles and the employee's personal vehicle while engaged in City business, except as required in the line of duty;
- b. Illegally possessing, selling, purchasing, or delivering any illegal drug at any time, except as required in the line of duty;
- c. Being under the influence of alcohol during the course of the workday;
- d. Being under the influence of drugs at any time except as prescribed by a physician;
- e. Failing to report to his/her supervisor any known adverse side effects of medication or prescription drugs which he/she is taking.

**4.8.3 - Drug and Alcohol Testing Permitted.** Where the Employer has reasonable suspicion to believe that an employee is under the influence of alcohol or has abused prescribed drugs during the course of the workday or has used illegal drugs at any time, the Employer shall have the right to require the employee to submit to alcohol or drug testing as set forth in this order. A supervisor must certify in writing his/her reasonable suspicions concerning the affected employee prior to any order to submit to the testing authorized herein. There shall not be

random or unit wide testing of employees, except random testing of an individual employee as authorized in Section 4.9.8 below. The foregoing shall not limit the right of the Employer to conduct such tests as it may deem appropriate for persons seeking employment as Police Department employees prior to their date of hire.

**4.8.4 - Order to Submit to Testing.** At the time an employee is ordered to submit to testing authorized by this order, the Employer shall provide the employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted to consult with a representative of the Labor Council grievance committee or any other Labor Council member of his/her choosing at the time the order is given. No questioning of the employee shall be conducted without first affording the employee the right to Labor Council representation and/or legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he/she may have.

**4.8.5 - 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 that has been or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- b. Ensure that the laboratory or facility selected conforms to all NIDA standards;
- c. Establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result;
- d. Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside and reserved for later testing if requested by the employee;
- e. Collect the sample in such a manner as to preserve the individual employee's right to privacy, ensure a high degree of security for the sample and its freedom from adulteration;
- f. Confirm any samples that test positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug metabolites;
- g. Provide the employee tested with an opportunity to have an additional test, using the third sample, by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense, provided the employee notifies the Chief within 48 hours of receiving the results of the tests;

- h. Require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein (e.g., billings for testing that reveal the nature or number of tests administered), the Employer will not use such information in any manner or form adverse to the employee's interests;
- i. Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .02 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive (Note: the foregoing shall not preclude the Employer from attempting to show that an employee is under the influence of alcohol to such an extent that it has impaired the employee's ability to perform his/her duties). In any such proceeding, the employer shall bear the burden of proof;
- j. Provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results;
- k. Ensure no employee is the subject of any adverse employment action except emergency temporary suspension with pay during the pendency of any testing procedure. Any such emergency suspension shall be immediately discontinued in the event of a negative test result.

**4.8.6 - Right to Contest.** All issues relating to the drug and alcohol testing process (e.g., whether there is reasonable suspicion for ordering an employee to undertake a test, whether a proper chain of custody has been maintained, etc.) may be grieved in accordance with the grievance and arbitration procedure set forth in the FOP Civilian Unit/City of Collinsville labor agreement.

The Labor Council and/or the employee, with or without the Labor Council, shall have the right to file a grievance concerning testing permitted by this order, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished, or otherwise impaired, any legal rights that employees may have with regard to such testing.

**4.8.7 - Voluntary Requests for Assistance Prior to a Request for Reasonable Suspicion Testing.** The Employer shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem if such treatment requests occur prior to a request for reasonable suspicion testing, other than the Employer may require suspension of the employee with pay if he/she is then unfit for duty in his/her current assignment. The Employer shall make available means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any

information received by the Employer, through whatever means, shall not be used in any manner of form adverse to the employee's interests, except reassignment as described above.

**4.8.8 - Discipline.** All employees who voluntarily seek assistance with drug and/or alcohol related problems prior to a request for reasonable suspicion testing, shall not be subject to any disciplinary or other adverse employment action by the Employer. The foregoing is conditioned upon:

- a. An employee agreeing to appropriate treatment as determined by the physician(s) involved;
- b. The employee permanently discontinues his/her use of illegal drugs or abuse of alcohol;
- c. The employee completes the course of treatment prescribed, including an "aftercare" group, for a period of up to 12 months;
- d. The employee agrees to submit to random testing during hours of work during the period of "aftercare".

Employees who do not agree to the foregoing, or who test positive for the presence of illegal drugs or alcohol during the hours of work upon reasonable suspicion testing, shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of his/her position or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employee shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pending treatment. The foregoing shall not limit the Employer's right to discipline employees for misconduct.

Employees who are taking prescribed or over the counter medication that has adverse side effects which interfere with the employee's ability to perform his/her normal duties may be temporarily reassigned with pay to other more suitable duties.

**4.8.9 - Positive Test Result.** "Positive Test Result" means a finding of the presence of drugs or their metabolites in the sample tested in levels at or above the following levels:

Amphetamines	0.7 ug/ml
Barbiturates	0.3 ug/ml
Benzodiazepines	1.0 ug/ml
Cocaine Metabolite	0.3 ug/ml
Opiates	0.3 ug/ml
PCP (phencyclidine)	75 ng/ml
THC (metabolite marijuana)	100 ng/ml

#### **Section 4.9 - Residency.**

Employees may live anywhere in Madison or St. Clair Counties in Illinois.

#### **Section 4.10 - Notice of Work Rules Changes.**

The City shall notify the Union in writing of any proposed changes in rules, resolutions, orders and policies at least thirty (30) days in advance of the effective dates of the policies.

### **ARTICLE 5 - WAGES**

#### **Section 5.1 - Wages.**

All employees in the bargaining unit will be paid according to the Schedule in Exhibit A attached hereto. The base wages for all employees hired on or after June 26, 2017 will be frozen at the levels that were in effect prior to that date.

#### **Section 5.2 - Civilian Training Officer.**

Effective upon execution of this Agreement, an employee assigned as Civilian Training Officer shall receive one (1) hour at straight time of compensatory time for each shift spent training new employees.

### **ARTICLE 6 - LEAVES**

#### **Section 6.1 - Sick Leave.**

**6.1.1 - Definition.** All regular employees shall be allowed absence of leave from duties due to sickness or accident, without deduction from regular compensation, after 30 days employment at the rate of 1 1/2 days for each calendar month of employment.

**6.1.2 - Accumulation of Sick Leave.** Any unused days so allowable during any fiscal year can be accumulated in succeeding fiscal years until an employee has accumulated a total of 720 hours of sick leave.

**6.1.3 - Accumulation Over 720 Hours.** Employees will be paid for 1/2 the number of unused sick leave accumulated over the maximum 720 hours allowable. Payment to be made at the end of the fiscal year at the employee's hourly rate.

**6.1.4 - Reporting Requirement.** An employee absent because of illness must phone his/her department head not later than 1 hour before starting time on the first morning of absence. Employees are required to notify his/her department head as soon as they are aware they will be absent because of illness.

**6.1.5 - Certificate.** All employees who take sick leave shall fill out and file with the Chief of Police a certificate, to be furnished, stating the cause of his/her absence and the amount of time taken.

**6.1.6 - Doctor's Certificate.** If the amount of sick leave claimed exceeds 2 calendar days, the employee shall furnish a doctor's certificate certifying to the cause of sickness or

accident of the employee and certifying that the employee was under his/her care and that it was a necessity that the employee be absent from work.

If the Employer has a reasonable belief that an employee is abusing sick leave, the Employer may give the employee written notice to that effect. The notice will set forth the objective facts and inferences which are the foundation for the belief and shall include a notice of admonition that abuse of sick leave may subject the employee to discipline. Once an employee is placed on written notice, the Employer may require the noticed employee to provide a doctor's certificate for each sick day of absence, within seven calendar days of the absence, for a reasonable time period not to exceed six (6) months. Further suspected abuse of sick leave may subject the employee to further requirements of providing a doctor's certificate and possible discipline. Any dispute involving an employee being placed upon sick leave abuse notice shall be subject to the grievance procedure of this Agreement.

**6.1.7 - Vacation, Holiday, or Funeral Leave.** If sick leave is taken preceding or following any vacations, holidays, or funeral leave, it must be accompanied by a doctor's certificate.

**6.1.8 - Payment Upon Retirement.** Unused sick leave shall be paid to an employee under the following circumstances:

1. Upon retirement, provided the employee meets the IMRF definition of retirement, or
2. Upon separation from City service, no matter what the reason, provided the employee has 15 years service with the City, or
3. Upon the employee's death to the employee's heirs.

Unused sick leave shall be included as a part of the employee's final paycheck at the employee's current regular rate of pay.

**6.1.9 - On the Job Injury.** Any on-the-job injury must be reported in writing as soon as possible after the injury occurs.

## **Section 6.2 - Jury Duty.**

**6.2.1 - Jury Pay.** Employees shall be granted jury duty leave for mandatory jury service. In order to be eligible for such leave, the employee is required to turn over any payment received for jury duty service on those days the employee would have been on duty to the Employer; the Employer will, in turn, pay the employee his/her regular rate of pay for any normal scheduled shifts missed due to the jury duty.

## **Section 6.3 - Funeral Pay.**

**6.3.1 - Immediate Family Members.** Employees shall be allowed up to 5 days of paid funeral leave in the event of a death in the immediate family. Immediate family shall be defined as parent, child, spouse, sibling. The number of days necessary shall be at the discretion of the employee.

**6.3.2 - Other Family Members.** Employees shall be allowed up to 3 days paid funeral leave in the event of a death of a family member other than immediate family as defined in



Section 6.3.1. The number of days of funeral leave allowed shall be at the discretion of the Chief or his/her designee, and shall be decided on a case-by-case basis, dependent upon the circumstances and the relationship of the family member to the employee.

**6.3.3 - All Others.** Employees shall be allowed the option of using 2 days of any other form of accrued leave (sick leave, vacation, personal day, or comp time) to attend the funeral of anyone other than those family members defined in Sections 6.3.1 and 6.3.2. Any additional time off desired in conjunction with a funeral as defined by this Section shall be considered vacation or comp time and shall be subject to the appropriate approvals.

**6.3.4 - Qualification.** In order to qualify for this allowable time off, the employee must receive permission from the Chief of Police or his/her designee.

#### **Section 6.4 - Personal Day.**

**6.4.1 - Definition.** The Employer shall grant up to 1 day personal leave per Anniversary Year at full pay, after 6 months of service, subject to the following conditions:

- a. such leave shall not be accumulated.
- b. a request for personal day shall be made to the Chief or his/her designee, who shall have discretion as to the timing of the allowance, stating the reason for the request.
- c. it is understood that the leave will be granted for important business or personal reasons.
- d. employees shall be granted an additional personal day leave per anniversary year for each year following their 15<sup>th</sup> anniversary.

#### **Section 6.5 - Family & Medical Leave.**

In addition to the remaining provisions of this Agreement regarding paid and unpaid leave, the Employer agrees to provide family and medical leave to all bargaining unit employees consistent with the provisions of this Agreement.

**6.5.1 - Sick Leave Used as Family & Medical Leave.** Employees may utilize accumulated sick leave as paid family and medical leave.

**6.5.2 - Family and Medical Leave Act of 1993.** The paid family and medical leave provided under 6.5.1 above shall be made available and used by employees consistent with the provisions of the Family and Medical Leave Act of 1993 "FMLA", the regulations issued in conjunction with FMLA, and the provisions of this Agreement.

**6.5.3 - Administration of Leave.** The Employer shall make available and administer family and medical leave as follows:

- a) Definitions: For purposes of family and medical leave, the following terms shall mean:

Hours Worked: The term “hours worked” shall include all hours worked or paid as if worked for purposes of meeting the 1,250 hours threshold set forth in the FMLA.

Family Member: The term “parents” shall include mother, father, step-mother and step-father, father-in-law and mother-in-law.

- b) Substitutions: The election to substitute some or all of an employee’s accrued paid leave for the unpaid leave provided in the FMLA shall be made by the employee at the time he or she applies for such leave, or as soon thereafter as is practical. An employee may choose to substitute any form of accrued paid leave for such unpaid leave, regardless of the purpose for which such family and health leave is taken. The Employer may not require substitution.
- c) Length of Leave: The minimum amount of work time for family and medical leave taken for purposes of the birth, adoption and/or foster care of a child shall be one day. Family and medical leave taken for purposes of serious health conditions may be taken in blocks of time of not less than one-quarter hour.
- d) Where both spouses work for the Employer, each shall be entitled to a maximum of twelve weeks of family and medical leave during each twelve month period, regardless of the purpose for which such leave is taken.
- e) Determining Twelve Month Period: For purposes of determining the twelve month periods during which an employee is entitled to up to twelve weeks of family and medical leave, the parties agree that the twelve month period shall commence on the first date that FMLA is requested and end twelve months later.

**6.5.4 - Application of FMLA.** In all other respects, the Employer shall comply with the provisions of the Family and Medical Leave Act of 1993 and the regulations issued in conjunction with the FMLA.

## **ARTICLE 7 - FRINGE BENEFITS**

### **Section 7.1 - Insurance.**

**7.1.1 - Group Health Insurance.** The Employer shall continue to provide health insurance coverage for all employees and their dependents. The Employer retains the discretion to advertise for bids or to negotiate a new policy at the end of the term of the existing policy, or to self-insure, provided that:

- a. Any such new policy or self-insured coverage shall not include any significant reduction in benefits from that of the existing policy.
- b. That during the period of advertising for new bids, renegotiating for a new policy, or developing a self-insured plan, the Employer will consult with and seek the input of the Labor Council.

The Labor Council shall have the right to actively participate in this process, with the understanding that the final decision regarding any such new policy or self-insured program shall be made by the Employer, subject to the provisions of this Section regarding significant reduction in benefits.

**7.1.2 - Dependent Coverage.** The Employer shall continue to pay all of the premium costs of health insurance coverage for the employee. As to the cost of dependent coverage, the employee shall pay 25% of the difference between the cost of employee coverage and dependent coverage. The remaining 75% will be paid by the City.

**7.1.3 - Worker's Compensation Insurance.** City employees are protected by Worker's Compensation Insurance. Absence from work due to illness or injury, for which compensation is received, shall not be deducted from service time for determining seniority or benefits.

**7.1.4 - Life Insurance.** The Employer shall provide life insurance in the amount of \$20,000 to each employee.

**7.1.5 - Retirees' Health Insurance.** The Employer shall contribute \$275 per month toward a retiree's health insurance premiums subject to the following conditions:

- a. Retiree stays in City's health insurance plan.
- b. Employee has reached, at the time of retirement from the City, the minimum age of 60.
- c. Employee has at least 20 years of continuous full-time employment with the City.
- d. The benefit ceases on the retiree's 65<sup>th</sup> birthday.

**7.1.6 - IRS 125 and 457 Plans.** The Employer shall continue to make available a 125 Plan and a 457 Plan for employees.

## **Section 7.2 - Retirement Fund.**

**7.2.1 - IMRF.** The Employer contributes to the Illinois Municipal Retirement Fund in an amount equal to that determined annually by IMRF based upon a percentage of gross pay for all hours worked.

## **Section 7.3 - Vacations.**

**7.3.1 - Determination.** Vacation periods will be determined on the basis of length of service on the anniversary date of hire.

**7.3.2 - Qualifications.** All vacations will be taken according to schedule of qualifications at any time during the City fiscal year in which the anniversary date falls. New employees hired must meet requirements of the designated probationary period prior to taking vacation.

**7.3.3 - Schedule of Qualification.** Vacations will be awarded on the employee's anniversary date, according to the schedule below:

<u>Length of Service</u>	<u>Vacation Allowance</u>
After 6 months	40 Hours
1 <sup>st</sup> Anniversary	40 Additional Hours
2 <sup>nd</sup> - 4 <sup>th</sup> Anniversary	80 Hours
5 <sup>th</sup> - 9 <sup>th</sup> Anniversary	120 Hours
10 <sup>th</sup> - 19 <sup>th</sup> Anniversary	160 Hours

New employees shall be awarded one week vacation upon completion of the first 6 months of service. Another week shall be awarded upon the employee's first anniversary. The employee shall have until his/her second anniversary to use this vacation. All other vacation awarded shall be used prior to the employee's next anniversary date.

**7.3.4 - Splitting Time.** Vacation periods may be split into separate weeks. One allowable week of vacation time may be taken in periods of less than 1 week at a time. The broken week may be taken on any day of the work week or on any shift; with the approval of the Chief of Police or his/her designee.

**7.3.5 - Submittal of Vacation Choices.** The Chief of Police shall notify his/her employees on or about November 1 of each year that in order to qualify for vacation allowance of their choice, they must submit in writing their choice for vacation allowance with 2 alternate periods on or before December 15. Vacation schedules will be posted by January 1. Vacation leaves that have been approved with 7 or more days' notice will not be cancelled by the Department except to meet exigent circumstances. If an employee has his/her vacation canceled due to job-related responsibilities that are under the City's control, and the cancellation causes the employee to suffer financial loss, then the City will reimburse the employee for the loss, provided that the employee must show documentation that the financial loss was unavoidable.

The calendar weeks in which Thanksgiving and Christmas fall annually shall be removed from the allowable periods for vacation selection as provided in this Section. Employees may be later granted vacation during these two weeks if staffing allows or if they are able to retain a volunteer(s) to cover their vacancy. Furthermore, no employee shall be forced back/mandated to work or held over, absent an emergency, so that another employee may take vacation on Thanksgiving and/or Christmas.

**7.3.6 - Seniority.** Vacation periods shall be granted on the basis of City seniority. Anyone failing to file a request for a specific period loses the right to exercise his/her seniority after December 15 of each year.

**7.3.7 - Prepayment of Vacation Pay.** Vacation pay will be paid before the vacation period upon 3 weeks advance notice.

**7.3.8 - Scheduling.** The Chief of Police shall schedule all vacations in his/her department, and if there is work available and the Chief of Police deems it necessary, he/she may alter the vacation periods to adjust to the work load. Employees will be able to schedule one vacation per year without adjustments, once approved.

**7.3.9 - Unused Vacation Time.** Unused and earned vacation time shall be included as part of retirement pay, separation pay (no matter what the reason for separation), or, in the event of death, paid to the estate.

## **Section 7.4 - Holiday Pay.**

**7.4.1 - Schedule of Holidays.** All full time employees shall receive a regular day's pay for the following holidays, even if not worked:

New Year's Day (actual)	Columbus Day (observed)
President's Day (observed)	Veteran's Day (actual)
Memorial Day (observed)	Thanksgiving Day (actual)
Independence Day (actual)	Thanksgiving Friday (actual)
Labor Day (actual)	Christmas Day (actual)

**7.4.2 - Qualification.** In order to receive holiday pay, the employee must have worked on his/her last scheduled work day immediately preceding the holiday and on the next scheduled work day immediately following the holiday; or, if the employee is scheduled to work the holiday, he/she must do so, unless the absence is excused by the Chief of Police and so submitted in writing to the Finance Department prior to the end of the pay period.

**7.4.3 - Working on a Holiday.** Employees who are scheduled to work any of the foregoing holidays will receive time and one-half for all hours worked between 00.01 and 23.59 on the day of the holiday, plus holiday pay. Hours worked on a holiday which would have normally been compensated at the rate of time and one-half on a normal workday (i.e. regular overtime, call back, etc.) will be paid at the double time rate plus holiday pay. A holiday is defined as beginning at 00.01 through 23.59 on the designated day.

**7.4.4 - Holidays During Vacation.** Whenever a holiday falls within an employee's vacation period, the employee shall receive an extra day of pay.

**7.4.5 - Payment of Holiday Pay.** Holiday pay will be paid for the day of the actual or observed holiday, whichever is indicated in Section 7.4.1, except for employees that work eight (8) hour shifts Monday through Friday who will recognize all holidays on the day that City Hall recognizes them as long as he/she works the Monday through Friday shift.

## **Section 7.5 - Clothing Allowance.**

**7.5.1 - Uniform Allowance.** Employees will be responsible for all clothing replacement with the exception of clothing destroyed in the line of duty. Replacement of destroyed clothing by the Employer will be by approval of the Police Chief or his/her designee.

Employees will receive a clothing allowance as a separately stated hourly amount as stated in Exhibit A.

**7.5.2 - Changes.** The foregoing will not affect initial issue or mandatory uniform change.

**7.5.3 - Definition.** The term uniform as it pertains to this Section is defined as any item of clothing which must conform to uniform code of the department.

## **Section 7.6 - Dues Check Off.**

### **7.6.1 - Authorization:**

- a. Upon proper written authorization from an employee on the form supplied by the Labor Council, the Employer shall deduct each month's Labor Council dues in the amount certified by the Treasurer of the Labor Council from the pay of all employees covered by this Agreement who, in writing, authorize such deductions. Said deductions will be made in equal portions from each of the first two (2) payrolls of each month. Such money shall be submitted to the Illinois Fraternal Order of Police Labor Council, 974 Clock Tower Drive, Springfield, IL, 62704, within 15 days after the month's second deductions have been made. An employee list shall be provided with each dues and fair share deduction, identifying the amount of dues or fair share withheld from each employee.
- b. With respect to any employee on whose behalf the Employer has not received a written authorization as provided for in this Section, the Employer shall deduct from the wages of the employee the maintenance share financial obligation, and shall forward said amount to the Labor Council by the 10<sup>th</sup> day of the month following the month in which the deduction is made, subject only to the following:
  - 1) The Labor Council has certified to the Employer that the affected employee has been delinquent in his/her obligation for at least sixty days.
  - 2) The Labor Council has certified to the Employer that the affected employee has been notified in writing of the obligation and the requirement of each provision of this Article.
  - 3) The Labor Council has certified to the Employer that the affected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to appear before the Board of Directors of the Labor Council or its designee for the purpose of being heard on said objections.

**7.6.2 - Indemnification.** The Labor Council hereby indemnifies and agrees to hold harmless the Employer 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 Section.

**7.6.3 - Fair Share.** Any present employee who is not a member of the Labor Council shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Labor 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 employees hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the 30th day of their hire, also be required to pay a fair share as defined above.

The Employer shall, with respect to any employee on whose behalf the Employer has not received a written authorization as provided for above, deduct from the wages of the employee,

the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Labor Council on the 10th day of the month following the month in which the deduction is made, provided:

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

**7.6.4 - Credit Union Deductions.** The Employer will continue to withhold payroll deductions for a credit union identified by an employee, for which the employee is a member.

#### **Section 7.7 - Educational Bonus.**

**7.7.1 - Associate's Degree.** Upon satisfactory completion of 64 semester hours and the attainment of an Associate's Degree, the sum of \$400 will be added to the eligible employee's base pay.

**7.7.2 - Bachelor's Degree.** Upon satisfactory completion of a Bachelor's Degree, the sum of \$500 will be added to the eligible employee's base pay.

**7.7.3 - Limits on Educational Incentives.** Educational bonuses under this Section 7.7 are limited to one degree per category (*i.e.*, one associate degree and one bachelor degree).

**7.7.4 - Education Bonus.** In lieu of increased base pay educational bonuses, the Employer will pay each bargaining unit employee employed on the date of ratification, a one-time educational bonus of Three Hundred Dollars (\$300.00).

#### **Section 7.8 - Educational Reimbursement.**

**7.8.1 - Tuition Reimbursement.** The Employer will pay the cost of tuition and books for accredited courses, at the following rate: 100% of cost if a passing grade of "C" or above is received. There shall be no reimbursement for a grade below a "C". Reimbursement benefits shall be subject to the 30 hour annual limit cited below. Programs must be in a field related to the duties/classification of the employee requesting reimbursement. Provisions of this Section shall be subject to reasonable budget constraints. Reimbursement shall be at the end of the semester in which costs are incurred, provided the employee is still in the employment of the City. Prior approval from the City Manager must be obtained before enrollment in any class under this Section.

Prior to enrolling in any class for which reimbursement is sought, the employee must notify the City. Reimbursement is limited to tuition and books only, and will not be paid except upon presentation of valid receipts showing tuition payments and/or book purchases.

Educational reimbursement is available to reimburse the employee only for out-of-pocket expenses. It is not available to the employee to the extent that such costs are paid from extra-contractual sources such as grants, scholarships, fellowships, or institutional gifts. Employees are required to report any such grants, scholarships, fellowships, or institutional gifts that cover or may be applied to tuition or books. Acceptance of reimbursement money from the City in addition to unreported funds from grants, scholarships, fellowships, or gifts constitutes fraud and is cause for discipline up to and including discharge.

Tuition is paid only for actual required classes and not proficiency certifications. Tuition will be paid for both mandated and elective classes, as long as they are necessary to complete the employee's degree program requirements.

The City will pay 100% of the actual cost of tuition and books incurred by an eligible employee for job related program courses taken at Southwestern Illinois College, or any other accredited training institution, college or university provided the employee is not already receiving educational bonus pay under Section 7.7.2 of the Agreement.

The City will not be required to provide more than 30 hours of reimbursement per fiscal year to any single employee, unless otherwise approved by the City Manager. The City will not be required to pay any amount of tuition above the amount charged per credit hour for programs at SIU-Edwardsville.

Any employee who presently is receiving the bonus pay for either a Bachelor's Degree or an Associate's Degree shall continue to receive this bonus, regardless of the type of degree held.

**7.8.2 - Determination.** Determination as to whether a class is job-related or not, as well as whether budget constraints allow for educational reimbursement, shall be made by the City Manager.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

### **Section 8.1 - Grievance Procedure.**

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purpose of this Agreement, a grievance is any dispute or difference of opinion raised by the employee or the Labor Council against the Employer involving the meaning, interpretation, or application of the provisions of this Agreement including, but not limited to, all disputes, grievances and/or complaints involving discipline, suspension and/or discharge of non-probationary employees. Employees shall have no recourse to the Civil Service Commission and the Civil Service Commission shall not have jurisdiction regarding discipline, suspension and/or discharge of employees. Grievances may be withdrawn at any step of the grievance procedure without precedent. A grievance not appealed within the designated time limits will be treated as a withdrawn grievance.



The Employer's failure to respond or hold a required meeting within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step, except Step 3, Binding Arbitration. Time limits may be extended by mutual agreement. "Working Day" shall mean any day that City Hall is open for normal business.

- Step 1 POLICE CHIEF. The employee, with or without a Labor Council representative, must take up a grievance in writing with the Chief of Police within 10 working days of when events giving rise to the grievance could have first been known by the grievant. The Chief shall attempt to adjust the grievance as soon as possible, but shall give his answer in writing to the Labor Council and the grievant within 10 working days after receipt of the grievance.
- Step 2 CITY MANAGER. If the grievance is not settled at Step 1, the grievance may be referred in writing, within 10 working days after receipt of the decision of the Chief of Police, to the City Manager. Within 20 working days after the grievance has been filed, the City Manager may meet with the Labor Council and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The City Manager shall respond in writing to the grievant and the Labor Council within 10 working days following the meeting.

### **Section 8.2 - Binding Arbitration.**

- Step 3 ARBITRATION. If the dispute is not settled at Step 2, the matter may be submitted by the Labor Council to arbitration within 10 working days after the City Manager's written decision, or within 10 working days from when the City Manager's decision was due. After the matter has been submitted to arbitration, the parties shall jointly request a list of recognized arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of the list, each party shall alternately strike a name from the list until there is one name remaining. The remaining individual shall be the arbitrator selected to hear the dispute. The order of striking names shall be determined by a coin toss.

**8.2.1 - Arbitration Hearing.** The arbitrator shall promptly review the grievance and the information and decisions rendered at the various steps of the grievance procedure. The arbitrator shall confer with the parties to this grievance as necessary and may hold a hearing at the option of the arbitrator. The scope of the hearing shall be at the sole discretion of the arbitrator. The hearing shall only be open to all parties in interest. Any such hearing shall be held in Collinsville, Illinois, unless otherwise mutually agreed upon by the Employer and the Labor Council.

**8.2.2 - Issuance of Decision.** The arbitrator shall issue his/her decision not later than 30 days from the date of closing of any conference or hearing, if necessary, or if no conference or hearing is required, then from the date when the final grievance documents are submitted to arbitrator.

**8.2.3 - Written Decision.** The decision of the arbitrator shall be in writing and shall set forth the finding of fact, reasoning, and conclusions on the issues submitted.

**8.2.4 - Decision Binding.** The decision of the arbitrator shall be binding to the parties concerned in the grievance.

**8.2.5 - Costs.** The cost of the arbitrator chosen by the parties and any general costs of the arbitration proceedings shall be borne equally between the Employer and the Labor Council. All other expenses shall be borne by the individual parties.

**8.2.6 - Authority.** The arbitrator may interpret the Agreement, but shall have no right to ignore, take from or modify any of the provisions of this Agreement.

### **Section 8.3 - Grievance Processing.**

At the discretion of the Chief of Police or his/her designee, reasonable time while on duty may be permitted to Civilian Bargaining Unit representatives for the purpose of aiding or assisting or otherwise representing bargaining unit employees 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 8.4 - Time Off.**

All members of the negotiating grievance committee will be allowed time off without loss of pay to attend all negotiating or grievance meetings with City representatives.

### **Section 8.5 - FOP Delegates.**

Any employee(s) chosen as delegate(s) to an FOP State or National Conference will, upon written application approved by the Civilian Bargaining Unit and submitted to the Employer with at least 14 days notice, be given a leave of absence without pay for the period of time required to attend such convention or conference. This period of time is not to exceed 1 week. Delegates shall be limited to 1. Such absence shall be subject to permission of the Chief of Police or his/her designee.

## **ARTICLE 9 - LABOR MANAGEMENT COMMITTEE**

### **Section 9.1 - Labor Management Committee.**

The Labor Council and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Labor Council representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least 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 notice may be waived by mutual consent of the parties. 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.

- c. Notifying the Labor Council of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.
- d. Discussion of pending grievances on a non-binding basis to attempt to adjust such grievances and to discuss procedures for avoiding future grievances.
- e. Items concerning safety issues.

The Employer and the Labor Council agree to cooperate with each other in matters of the administration of this Agreement. To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

**9.1.2 - Grievance Issues.** It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be discussed in detail at labor-management conferences, and any such discussions of a pending grievance shall be nonbinding on either party and solely for the purpose of exploring alternatives to settle such grievances and such grievance discussion shall only be held by mutual agreement of the Employer and the Labor Council, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

**9.1.3 - Safety Issues.** Any report or recommendation concerning safety issues which may be prepared by the Labor Council or the Employer as a direct result of a labor-management conference discussion will be in writing and copies shall be submitted to the Employer and the Labor Council.

## **ARTICLE 10 - SAVINGS CLAUSE**

### **Section 10.1 - Partial Invalidity.**

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any Court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specified in the Court's decision.

### **Section 10.2 - Replacement.**

The parties to this Agreement shall, after such decision, negotiate in good faith any Article or part thereof to replace the Article or part thereof declared invalid or unenforceable.

### **Section 10.3 - No Conflict.**

No Article, Section, or portion of this Agreement shall be in violation of any Federal, State, or municipal law or ordinance.

## **ARTICLE 11 - DURATION OF AGREEMENT**

This Agreement shall be in full force and effect from June 27, 2017, until December 31, 2019, and shall continue from year to year thereafter, provided that either party may give the other written notice of intention to change at least than 60 days before the expiration date of this Agreement. Signed at Collinsville, Illinois, this \_\_\_\_ day of June, 2017.

FRATERNAL ORDER OF POLICE

CITY OF COLLINSVILLE

LABOR COUNCIL, CIVILIAN UNIT

\_\_\_\_\_  
Bargaining Unit Representative

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Bargaining Unit Representative

Attest: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Bargaining Unit Representative

\_\_\_\_\_  
FOP Field Representative

**DUES AUTHORIZATION FORM**

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

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

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Employment Start Date: \_\_\_\_\_

Title: \_\_\_\_\_

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-

**Employer, please remit all dues deductions to:**

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

(217) 698-9433

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





## **GRIEVANCE FORM**

(use additional sheets where necessary)

Department: \_\_\_\_\_

Date Filed: \_\_\_\_\_

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

Lodge No. / Year / Grievance No.

\_\_\_\_\_  
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

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## REFERRAL TO ARBITRATION by Illinois FOP Labor Council

\_\_\_\_\_  
Person to Whom Referral Given

\_\_\_\_\_  
Date

\_\_\_\_\_  
FOP Labor Council Representative





**EXHIBIT "A"**

CLASSIFICATION	BASE WAGES	BASE WAGES	BASE WAGES
	June 27, 2017	January 1, 2018	January 1, 2019
Certified Telecommunicator	\$27.10	\$27.64	\$28.19
Prob. Telecommunicator	\$22.05	\$22.49	\$22.94
Clerk	\$23.23	\$23.69	\$24.16
Probationary Clerk	\$16.60	\$16.93	\$17.27
Humane Officer	\$22.37	\$22.82	\$23.28
Probationary Humane Officer	\$18.29	\$18.66	\$19.03
Code Enforcement Officer	\$20.21	\$20.61	\$21.02

Base wages reflect a two (2%) percent increase for each year of the Agreement.

The starting base wages for all employees hired after June 26, 2017 will be frozen at the levels that were in effect prior to that date as set forth below:

CLASSIFICATION	STARTING BASE WAGES
Certified Telecommunicator	<b><i>\$26.57</i></b>
Prob. Telecommunicator	<b><i>\$21.62</i></b>
Clerk	<b><i>\$22.77</i></b>
Probationary Clerk	<b><i>\$16.27</i></b>
Humane Officer	<b><i>\$21.93</i></b>
Probationary Humane Officer	<b><i>\$17.93</i></b>
Code Enforcement Officer	<b><i>\$19.81</i></b>

CLOTHING ALLOWANCE	August 1, 2012
Telecommunicator	\$0.19 per hour
Clerk	\$0.19 per hour
Humane Officer	\$0.22 per hour

Code Enforcement Officer	\$0.22 per hour
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A clothing allowance shall be paid to the employee according to the classification schedule above. The hourly amount for the clothing allowance shall be added to the base wages as stated above. The Chief of Police or his/her designee must approve all purchases.

### **Probationary Employee**

All probationary employees shall be supplied with items of clothing and accessories listed within. These items shall remain the property of the Employer and shall be returned to the Employer upon termination of employment. Reasonable wear and tear of uniforms caused by the duties and function of their employment are excepted.

**Uniform List for All Classes**

<b><u>Item</u></b>	<b><u>Quantity</u></b>
Pants	4
Shirts (long sleeve)	4
Shirts (short sleeve)	4
Tie	2
Name Tag	1
Badge	1
Shoes	1 pair
Belt (if required)	1

**Additional Uniform List for Animal Control  
and Code Enforcement Officers**

<b><u>Item</u></b>	<b><u>Quantity</u></b>
Sweater or Light Jacket	1
Winter Coat	1
Raincoat	1
Hat	1
Mace & holder	1
Protective Clothing	2 sets

Upon completion of probation, an employee will be issued a dress uniform, to be approved by the Chief of Police.

The Chief of Police will determine when it is appropriate to purchase initial issue seasonal uniform items. The Employer agrees to replace protective clothing for the Humane Officers on an as needed basis.

**Shift Differential:**

(For 8-hour shift schedules) Shift Differential will be paid at the rate of \$0.20 per hour for afternoon shift, and \$0.25 per hour for midnight shift for scheduled employees.

(For 12-hour shift schedules) Effective upon execution of this Agreement, Shift Differential will be paid at the rate of \$0.30 per hour for night shifts for scheduled employees.

**LONGEVITY****YEARS OF FULL TIME  
SERVICE WITH THE  
CITY****PERCENT OF  
EMPLOYEES' PAY  
SCALE**

2-5 years	2.5%	added to pay scale
6-9 years	3%	added to pay scale
10-13 years	4%	added to pay scale
14-17 years	5%	added to pay scale
18-20 years	6%	added to pay scale
21+ years	7%	added to pay scale

## **SIDE LETTER OF AGREEMENT A**

Between  
City of Collinsville, Illinois  
And  
Illinois Fraternal Order of Police Labor Council/  
Collinsville FOP Civilian Unit #103-2

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Re: Ten-hour Shift Schedule – Animal Control Officers (“ACOs”)

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Effective on or after the execution of this Side Letter of Agreement, the Police ACOs will begin working a ten-hour shift work schedule. The schedule shall be on a trial basis, which shall be reviewed every three months by the parties through the labor-management conference process. The parties’ intent is to provide a 10-hour regular work schedule, while avoiding and/or minimizing, additional overtime payments.

In order to implement the 10-hour schedule, the parties agree to the following alternative modifications to the work-period and their collective bargaining agreement. These modifications shall remain in effect so long as the ten-hour work schedule remains in place or are as otherwise changed by mutual agreement, and apply to only ACOs working the 10-hour schedule. The parties agree as follows:

1. The ten-hour work schedule shall consist of eighty (80) regular scheduled work hours in a fourteen (14) day period (2,080 annual work hours). This shall be accomplished by the use of four (4) shifts of 10 consecutive hours per shift, every week, with regular starting and quitting times. Nothing in this Agreement is intended to diminish the total annual hours of the bargaining unit members.
2. Employees on 10-hour shifts will receive overtime pay at time and one-half rate: (a) after working more than the scheduled work day (10 hours); or (b) working shifts in addition to their regularly-scheduled shifts. “Hours worked” for 10-hour shift employees shall be as defined in paragraph 1. above, and shall supersede the current provisions of the parties’ collective bargaining agreement (Sections 4.1.1-Hours of Work/Overtime, and 4.1.2-Shifts) to the extent they are inconsistent, provided that “hours worked” for purposes of calculation of overtime compensation shall continue to mean all compensated hours, including paid leave time, to the same extent as under the parties’ current collective bargaining agreement.

The Regular work schedule will be Wednesday through Saturday, followed by three consecutive days off; or Sunday through Wednesday, followed by three consecutive days off. The schedule may be adjusted to address vacations, training and extended sick leave or disability leave.

3. Employees shall receive a 45-minute meal break and two 15-minute short breaks during their shifts. The two 15-minute short breaks may be combined into a 30-minute short break.

4. To the extent that any of the provisions of this Side Letter of Agreement may conflict with the parties' collective bargaining agreement, the provisions herein shall supersede and be given full effect. All other provisions of the parties' collective bargaining agreement and its side letters of agreement and/or understanding, not specifically addressed by this Side Letter of Agreement, shall remain unchanged.
5. If the parties agree to continue this agreement after the initial trial period, it shall be continued on a month-to-month basis. If either party chooses to terminate this agreement, it shall give the other party thirty (30) days' written notice that it intends to end its participation in the agreement. The parties understand that this time is necessary to allow all parties time to convert back to the eight-hour work shift schedule.

**For the City of Collinsville:**

/s/ Scott Williams                      06/13/11  
Date

**For the Illinois FOP Labor Council:**

/s/ David Nixon                      06/13/11  
Date

**For the Local Bargaining Unit:**

/s/ Marissa Vickers                      06/13/11  
Date

## **SIDE LETTER OF AGREEMENT B**

Between  
City of Collinsville, Illinois  
And  
Illinois Fraternal Order of Police Labor Council/  
Collinsville FOP Civilian Unit #103-2

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Re: Twelve-hour Shift Schedule – Deputy Clerks

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Effective on or after the execution of this Side Letter of Agreement, the Police Deputy Clerks will begin working a twelve-hour shift work schedule. The schedule shall be on a trial basis, which shall be reviewed every three months by the parties through the labor-management conference process. The parties' intent is to provide a 12-hour regular work schedule, while avoiding, and/or minimizing, additional overtime payments. Accordingly, this Side Letter of Agreement is to amend their current collective bargaining agreement to create a "2080 plan" as that term is used in, and pursuant to, Section 7(b)(2) of the Fair Labor Standards Act, 29 U.S.C.A. §207(b)(2).

In order to implement the 12-hour schedule, the parties agree to the following alternative modifications to the work-period and their collective bargaining agreement. These modifications shall remain in effect so long as the twelve-hour work schedule remains in place or are as otherwise changed by mutual agreement, and apply to only deputy clerks working the 12-hour schedule. The parties agree as follows:

1. The twelve-hour work schedule shall consist of eighty (80) regular scheduled work hours in a fourteen (14) day period (2,080 annual work hours). This shall be accomplished by the use of one short day (8 hours) every two weeks. Employees subject to the 12-hour schedule shall be guaranteed not less than 1,840 hours of work per year that the 12-hour schedule is in operation, and shall be guaranteed at least 46 weeks of work of not less than 30 hours of work per week; provided, however, that no employee shall be permitted to work more than 2,240 hours in a year. Nothing in this Agreement is intended to diminish the total annual hours of the bargaining unit members.
2. The workday shall consist of two work shifts (Day Shift and Night Shift) of twelve consecutive hours each and have regular starting and quitting times. The work schedule cycle for FLSA purposes, a copy of which is attached to this agreement, shall consist of the following:

Two consecutive workdays; followed by two consecutive days off; Three consecutive workdays, followed by two consecutive off; Two consecutive workdays, followed by three consecutive days off; The schedule then repeats itself.

The shifts/squads will rotate from day shift to night shift then night shift to day shift every six (6) weeks in conjunction with and on the same basis as the sworn police squads. (Section 4.1.2 – Shifts).

3. Employees on 12-hour shifts will receive overtime pay at time and one-half rate: (a) after working more than the scheduled work day (8 or 12 hours); (b) working shifts in addition to their regularly-scheduled shifts, or (c) after working fifty-six (56) hours in any workweek. “Hours worked” for 12-hour shift employees shall be as defined in paragraph 1. above, in lieu of the current provisions of the parties’ collective bargaining agreement (Section 4.1.1-Hours of Work/Overtime), provided that “hours worked” for purposes of calculation of overtime compensation shall continue to mean all compensated hours, including paid leave time, to the same extent as under the parties’ current collective bargaining agreement.
4. Except in the case of an emergency (e.g. civil disorders, riots, tornado conditions, floods, or other catastrophes, etc.), no deputy clerk will be required to work more than 16 consecutive hours without one scheduled shift off.
5. Employees shall receive a 45-minute meal break and two 15-minute short breaks during their shifts. The two 15-minute short breaks may be combined into a 30-minute short break.
6. To the extent that any of the provisions of this Side Letter of Agreement may conflict with the parties’ collective bargaining agreement, the provisions herein shall supersede and be given full effect. All other provisions of the parties’ collective bargaining agreement and its side letters of agreement and/or understanding, not specifically addressed by this Side Letter of Agreement, shall remain unchanged.
7. Except as provided below, this Side Letter of Agreement shall remain in effect for the duration of the parties’ current Collective Bargaining Agreement and shall be considered part of the parties’ collective bargaining agreement. If the parties agree to continue this agreement after the initial trial period, it shall be continued on a month-to-month basis. If either party chooses to terminate this agreement, it shall give the other party thirty (30) days’ written notice that it intends to end its participation in the agreement. The parties understand that this time is necessary to allow all parties time to convert back to the eight-hour work shift schedule.

**For the City of Collinsville:**

/s/ Scott Williams                      03/09/11  
Date

**For the Illinois FOP Labor Council:**

/s/ David Nixon                      03/09/11  
Date

**For the Local Bargaining Unit:**

/s/ Marissa Vickers                      03/09/11  
Date



## **SIDE LETTER OF AGREEMENT C**

Between

City of Collinsville, Illinois

And

Illinois Fraternal Order of Police Labor Council/

Collinsville FOP Civilian Unit #103-2

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Re: Twelve-hour Shift Schedule - Police Telecommunicators

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Effective on or after the execution of this Side Letter of Agreement, the Police Telecommunicators will begin working a twelve-hour shift work schedule. The schedule shall be on a trial basis, which shall be reviewed every three months by the parties through the labor-management conference process. The parties' intent is to provide a 12-hour regular work schedule, while avoiding and/or minimizing, additional overtime payments. Accordingly, this Side Letter of Agreement is to amend their current collective bargaining agreement to create a "2080 plan" as that term is used in, and pursuant to, Section 7(b)(2) of the *Fair Labor Standards Act*, 29 U.S.C.A. §207(b)(2).

In order to implement the 12-hour schedule, the parties agree to the following alternative modifications to the work-period and their collective bargaining agreement. These modifications shall remain in effect so long as the twelve-hour work schedule remains in place or are as otherwise changed by mutual agreement, and apply to only telecommunicators working the 12-hour schedule. The parties agree as follows:

1. The twelve-hour work schedule shall consist of eighty (80) regular scheduled work hours in a fourteen (14) day period (2,080 annual work hours). This shall be accomplished by the use of one short day (8 hours) every two weeks. Employees subject to the 12-hour schedule shall be guaranteed not less than 1,840 hours of work per year that the 12-hour schedule is in operation, and shall be guaranteed at least 46 weeks of work of not less than 30 hours of work per week; provided, however, that no such employee shall be permitted to work more than 2,240 hours in a year. Nothing in this Agreement is intended to diminish the total annual hours of the bargaining unit members.
2. The workday shall consist of two work shifts (Day Shift and Night Shift) of twelve consecutive hours each and have regular starting and quitting times. The work schedule cycle for FLSA purposes, a copy of which is attached to this agreement, shall consist of the following:

Two consecutive workdays, followed by two consecutive days off; Three consecutive workdays, followed by two consecutive days off; Two consecutive workdays, followed by three consecutive days off; The schedule then repeats itself.

The shifts/squads will rotate from day shift to night shift then night shift to day shift every six (6) weeks in conjunction with and on the same basis as the sworn police officer squads. (Section 4.1.2 – Shifts).

3. Employees on 12-hour shifts will receive overtime pay at time and one-half rate: (a) after working more than the scheduled work day (8 or 12 hours); (b) working shifts in addition to their regularly-scheduled shifts, or (c) after working fifty-six (56) hours in any workweek. “Hours worked” for 12-hour shift employees shall be as defined in paragraph 1. above, in lieu of the current provisions of the parties' collective bargaining agreement (Section 4.1.1-Hours of Work/Overtime), provided that “hours worked” for purposes of calculation of overtime compensation shall continue to mean all compensated hours, including paid leave time, to the same extent as under the parties' current collective bargaining agreement.
4. Except in the case of an emergency (e.g. civil disorders, riots, tornado conditions, floods, or other catastrophes, etc.), no telecommunicator will be required to work more than 16 consecutive hours without one scheduled shift off.
5. Employees shall receive a 45-minute meal break and two 15-minute short breaks during their shifts. The two 15-minute short breaks may be combined into a 30-minute short break.
6. To the extent that any of the provisions of this Side Letter of Agreement may conflict with the parties' collective bargaining agreement, the provisions herein shall supersede and be given full effect. All other provisions of the parties' collective bargaining agreement and its side letters of agreement and/or understanding, not specifically addressed by this Side Letter of Agreement, shall remain unchanged.
7. Except as provided below, this Side Letter of Agreement shall remain in effect for the duration of the parties' current Collective Bargaining Agreement and shall be considered part of the parties' collective bargaining agreement. If the parties agree to continue this agreement after the initial trial period, it shall be continued on a month-to-month basis. If either party chooses to terminate this agreement, it shall give the other party thirty (30) days' written notice that it intends to end its participation in the agreement. The parties understand that this time is necessary to allow all parties time to convert back to the eight-hour work shift schedule.

**For the City of Collinsville:**

/s/ Scott Williams                      12/08/08  
Date

**For the Illinois FOP Labor Council:**

/s/ David Nixon                      12/08/08  
Date

**For the Local Bargaining Unit:**

/s/ Alan R. Lacquement                      12/08/08  
Date

## **SIDE LETTER OF AGREEMENT D**

Between  
City of Collinsville, Illinois  
And  
Illinois Fraternal Order of Police Labor Council/  
Collinsville FOP Civilian Unit #103-2

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Re: Ten-hour Shift Schedule – Code Enforcement Officers (“CEOs”)

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Effective on or after the execution of this Side Letter of Agreement, the Police CEOs will begin working a ten-hour shift work schedule. The schedule shall be on a trial basis, which shall be reviewed every three months by the parties through the labor-management conference process. The parties’ intent is to provide a 10-hour regular work schedule, while avoiding and/or minimizing, additional overtime payments.

In order to implement the 10-hour schedule, the parties agree to the following alternative modifications to the work-period and their collective bargaining agreement. These modifications shall remain in effect so long as the ten-hour work schedule remains in place or are as otherwise changed by mutual agreement, and apply to only CEOs working the 10-hour schedule. The parties agree as follows:

1. The ten-hour work schedule shall consist of eighty (80) regular scheduled work hours in a fourteen (14) day period (2,080 annual work hours). This shall be accomplished by the use of four (4) shifts of 10 consecutive hours per shift, every week, with regular starting and quitting times. Nothing in this Agreement is intended to diminish the total annual hours of the bargaining unit members.
2. Employees on 10-hour shifts will receive overtime pay at time and one-half rate: (a) after working more than the scheduled work day (10 hours); or (b) working shifts in addition to their regularly-scheduled shifts. “Hours worked” for 10-hour shift employees shall be as defined in paragraph 1. above, and shall supersede the current provisions of the parties' collective bargaining agreement (Sections 4.1.1-Hours of Work/Overtime, and 4.1.2-Shifts) to the extent they are inconsistent, provided that “hours worked” for purposes of calculation of overtime compensation shall continue to mean all compensated hours, including paid leave time, to the same extent as under the parties’ current collective bargaining agreement.
3. Employees shall receive a 45-minute meal break and two 15-minute short breaks during their shifts. The two 15-minute short breaks may be combined into a 30-minute short break.

4. To the extent that any of the provisions of this Side Letter of Agreement may conflict with the parties' collective bargaining agreement, the provisions herein shall supersede and be given full effect. All other provisions of the parties' collective bargaining agreement and its side letters of agreement and/or understanding, not specifically addressed by this Side Letter of Agreement, shall remain unchanged.
5. If the parties agree to continue this agreement after the initial trial period, it shall be continued on a month-to-month basis. If either party chooses to terminate this agreement, it shall give the other party thirty (30) days' written notice that it intends to end its participation in the agreement. The parties understand that this time is necessary to allow all parties time to convert back to the eight-hour work shift schedule.

**For the City of Collinsville:**

/s/ Scott Williams                      4/2/09  
Date

**For the Illinois FOP Labor Council:**

/s/ Dave Nixon                                      3/31/09  
Date

**For the Local Bargaining Unit:**

/s/ Alan R. Lacquement                                      4/2/09  
Date