

EXHIBIT "A"

**GIBSON CITY COLLECTIVE BARGAINING AGREEMENT
WITH ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL**

TELECOMMUNICATORS' BARGAINING UNIT

MAY 1, 2006 - APRIL 30, 2008

ARTICLE I - PREAMBLE

This Agreement is entered into by and between the City of Gibson (herein referred to as the "Employer") and the Illinois Fraternal Order of Police Labor Council representing Gibson City Telecommunicators (herein referred to as the "Labor Council").

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Labor Council representing the employees in the bargaining unit, and to make the basic terms upon which such relationship depends. It is the intent of both the Employer and the Labor Council to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees' wages, hours and working conditions.

In consideration of 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 II – RECOGNITION

Pursuant to the certification of the Illinois State Labor Relations Board, Certification No. S-RC-06-074, the Employer recognizes the Labor Council as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters related to wages, hours and other terms and conditions of employment of all Employees in the bargaining unit. The bargaining unit shall include all full-time Telecommunicators employed by the City of Gibson City.

Positions excluded from the above bargaining unit shall include: All full-time or part-time police officers, all other employees of the City of Gibson City; all professional

employees; confidential employees; managerial employees and/or supervisors within the meaning of the Illinois Public Labor Relations Act.

ARTICLE III – EMPLOYEE TESTING

The policy with regard to drug and alcohol testing is incorporated into and made a part of this Agreement. A copy of the policy is attached to this Agreement as Appendix “E”.

ARTICLE IV – DUES DEDUCTION AND FAIR SHARE

Section 1. Dues Deduction. Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Labor Council dues set forth in such form and any authorized increase thereof, and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council, at the address designated by the Labor Council in accordance with the laws of the State of Illinois. The Labor Council shall advise the Employer of any increase in dues, in writing, at least **thirty (30) days** prior to its effective date.

Section 2. Dues. With respect to any employee on whose behalf the Employer receives a written authorization in a form agreed upon by the Labor Council and the Employer, the Employer shall deduct from the wages of the employee the dues and/or financial obligation uniformly required and shall forward the full amount to the address designated by the Labor Council. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Labor Council. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Labor Council.

Section 3. Fair Share. Any present employee who is not a member of the Labor Council shall 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 and pursuing matters affecting wages, hours and other conditions of the employment, but not to exceed the amount of dues uniformly required of the members. All employees hired on or after the effective date of this Agreement and who have not made application for membership, after the **thirtieth (30th) day** of their hire, shall also be required to pay a fair share as defined above.

Section 4. Indemnification. The Labor Council hereby indemnifies and agrees to save the Employer harmless against any and all judgments that may arise out of or by

any reason of any proper action taken by the Employer for the purpose of complying with the provisions of this Section.

ARTICLE V – MANAGEMENT RIGHTS

The Employer has and will continue to retain and exercise the following rights, provided that no right is exercised contrary to or inconsistent with the specific terms of this Agreement.

- (a) To determine the organization of operations;
- (b) To determine and change the purpose, composition and function of each of its constituent departments and subdivision;
- (c) To set standards for services to be offered to the public;
- (d) To direct the employees, including the right to assign work and overtime;
- (e) To hire, examine, classify, select, promote, restore to a career service position, train, transfer, assign and schedule employees;
- (f) To increase, reduce or change, modify or alter the composition and size of the workforce, including the right to relieve employees from duties in accordance with the Layoff Article because of lack of work or funds or other proper reasons;
- (g) To contract out work to non-employees when essential in the operation;
- (h) To utilize part-time employees as needed so long as full-time employees have **forty (40) hours** per week scheduled or on approved leave;
- (i) To establish work schedules and to determine the starting and quitting time and the number of hours to be worked;
- (j) To establish, modify, combine or abolish job positions and classifications;
- (k) To add, delete or alter methods of operation, equipment or facilities;
- (l) To establish, implement and maintain an effective internal control program;
- (m) To suspend, demote, discharge or take other disciplinary actions against non-probationary employees for just cause;
- (n) To add, delete or alter policies, procedures and regulations; and
- (o) If in the sole discretion of the Employer, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, tornado conditions, floods or similar catastrophes, the provisions of this Agreement may be suspended by the Employer during the time of the emergency, provided the wage rate and all economic benefits shall not be suspended. Grievances regarding Employer actions under these circumstances will not be processed or upheld, unless it is asserted that the Employer has repeatedly and in bad faith declared emergency circumstances to exist when they were not present. Written

notice of the declaration of emergency conditions shall be forwarded to a Labor Council representative at a practical time.

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, shall remain vested exclusively with the Employer.

With the exception of (o) above, nothing in this Article shall abrogate or alter the other Articles of this Agreement.

ARTICLE VI – NO STRIKE

Section 1. No Strike Commitment. Neither the Labor Council nor any employee will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. Neither the Labor Council nor any employee shall refuse to cross any picket line, by whoever established.

Section 2. Resumption of Operations. In the event of action prohibited by Section 1 above, the Labor Council immediately shall disavow such action and request the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Labor 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 3. Labor Council Liability. Upon the failure of the Labor Council to comply with the provisions of Section 2 above, any agent or official of the Labor Council who is an employee covered by this Agreement may be subject to the provisions of Section 4 below.

Section 4. Discipline of Strikers. Any employee who violates the provisions of Section 1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any employee who participates in action prohibited by Section 1 above shall not be subject to the provisions of the grievance procedure, except that the issue of whether an employee in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

ARTICLE VII – DISCIPLINE AND DISCHARGE

Section 1. Definition. The parties agree with the tenets of corrective and progressive discipline. Disciplinary action shall include only the following:

- Oral warning
- Written warning
- Suspension without pay
- Discharge

Section 2. Just Cause. The Employer agrees that disciplinary action shall be imposed only for just cause and shall be imposed as soon as practical after the Employer learns of the occurrence giving rise to the need for disciplinary action and after the Employer has had a reasonable opportunity to investigate the facts.

Section 3. Limitation. The agreement to use progressive disciplinary action does not prohibit the Employer from using a more severe measure when the circumstances warrant it. Discharge may be used when the offense indicates that a substantial shortcoming or action of an employee rendered the continuation of employment of the employee in some way detrimental to the Employer or the public.

Section 4. Disciplinary Action Subject to the Grievance Procedure. A non-probationary employee has the right to file a grievance on an oral warning or written warning which is posted for record (PFR). A PFR means that the grievance will not be processed but will be considered in conjunction with subsequent discipline if needed. That means that if there is a proposed suspension or discharge of an employee and oral or written warnings constitute a basis for the suspension or discharge, grievances which have been submitted under a PFR will be considered at that time.

Section 5. Pre-Disciplinary Meeting. For discipline other than oral and written reprimands, prior to notifying the employee of the contemplated discipline to be imposed, the Chief shall meet with the employee involved and inform the employee of the reason for such contemplated discipline, including the names of potential witnesses and copies of pertinent documents. The employee shall be informed of his/her contractual right to Labor Council representation and shall be entitled to such if so requested by the employee.

Nothing in this Section is intended or should be construed to waive an employee's right to union representation (as provided by the Illinois Public Labor Relations Act) during the questioning that the employee reasonably believes may lead to discipline. Bargaining unit employees shall have such rights as set forth in the United States Supreme Court decision in NLRB v. Weingarten, 420 U.S. 251 (1975), and Central Management Services and Corrections (Morgan) decision, 1 PERI par. 2020 (ISLRB 1985).

ARTICLE VIII – IMPASSE RESOLUTION

Prior to either party declaring an impasse in bargaining, the parties agree to seek the assistance of Federal Mediation and Conciliation Service to provide a mediator who will attempt to resolve the differences. The parties agree that they will continue to work in good faith to resolve the differences during this process. Should the mediation fail, either party may declare an impasse and take those actions allowed by law.

ARTICLE IX – DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 1. Grievance Procedure.

Step 1. The employee with or without a Labor Council Representative, may file a written grievance with the police chief within **fourteen (14) calendar days** of an occurrence or management decision or when the employee reasonably should have been aware of the occurrence or management decision. Nothing in this Article shall discourage or restrict the employee from informally attempting to resolve differences with a supervisor or the police chief prior to filing a written grievance. In no event shall a grievance be filed more than **thirty (30) calendar days** after its occurrence. When a written grievance is filed, a meeting may be convened by the chief or his designee and a written decision will be provided within **fourteen (14) days** of the submission of the written grievance.

Step 2. If the grievance is not settled in Step 1, the grievance may be referred in writing to the Mayor. Within **twenty (20) calendar days** after the grievance has been filed with the Mayor, he shall meet with the Labor Council Representative and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. Nothing in this Article prohibits the Mayor from having the police chief or counsel present at this meeting. Following the meeting, the Mayor shall respond in writing to the grievant within **fourteen (14) calendar days**.

Step 3. If the grievance is not settled in Step 2, the matter shall be referred to arbitration by written request by the Labor Council. This written request must be made within **ten (10) calendar days** of the Employer's answer in Step 2. A representative of the Employer and the Labor Council shall meet to select an arbitrator from a panel provided by Federal Mediation and Conciliation Service. From a list of **seven (7)** arbitrators the parties shall alternately strike until one name remains. The party to strike first shall be determined by a coin toss. Each

party reserves the right to reject one list of arbitrators in its entirety. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Labor Council. Such letter shall request the arbitrator to set a time and place for the hearing subject to the availability of the Employer and the Labor Council representative and shall notify the arbitrator of the issue(s). All hearings shall be held in Gibson City, Illinois, unless otherwise agreed to by the parties.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. The Employer or Labor Council shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witness.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination of the questions of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be made, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of the arbitrator mutually agreed to and the cost of the hearing room shall be shared equally by the parties. 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 Labor Council, and the employee or employees involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the agreement.

Section 2. Representation. Grievance may be processed by the Labor Council on behalf of an employee or on behalf of a group of employees. Either party may have the grievant or a grievant representing a group of grievants present at any step of the grievance procedure, or the employee is entitled to Labor Council representation at each and every step of the grievance procedure upon request.

Grievances may be filed on behalf of two or more employees only if the same facts, issues and requested settlement apply to all employees in the group.

Section 3. Subject Matter. Only one subject matter shall be covered in any one grievance. A grievance shall contain a statement of the grievant's position, the Article and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, the signature of the grieving employee(s) and the date.

Section 4. Time Limitations. Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step. Time limits may be extended by mutual agreement.

ARTICLE X – LABOR MANAGEMENT CONFERENCES

At the request of either the Labor Council or the Employer, a labor-management conference will be scheduled. The meeting shall be scheduled by agreement of the parties at a time which does not interfere with provision of service. Grievances being processed pursuant to the grievance procedure shall not be considered at such meetings, nor shall negotiation for the purpose of altering or adding to any or all terms of this Agreement be carried out at such meetings. Such meetings 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) Discussion of non-bargaining conditions of employment by the Employer which may affect employees. If the Employer requires the attendance of a particular employee at such meeting, the employee will remain in pay status. Absent the Chief's requirement of attendance, employees will not be on paid status while attending these meetings.

ARTICLE XI – LAY-OFF AND RECALL

Section 1. Layoff. When there is an impending layoff with respect to employees in the bargaining unit, the Employer shall inform the Labor Council in writing as soon as the City Council has decided the issue. The Employer will provide the Labor Council with the names of all employees to be laid off as soon as available.

Employees shall be laid off in accordance with seniority as defined in Article 12. The employees with the least amount of seniority shall be laid off first. Probationary employees will be laid off prior to the layoff of non-probationary employees. However, part-time employees may be utilized by the Employer in a similar manner to their use prior to layoff.

Section 2. Recall. Any employee who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled on the basis of seniority. Recall rights under this provision shall terminate **twenty-four (24) months** after layoff.

If the employee does not return to duty or turns down the right to resume employment, then his or her name shall be removed from the reinstatement list and he or she shall be deemed to have lost all seniority and recall rights.

In the event of recall, eligible employees shall receive a written notice of recall by personal delivery, certified mail with return receipt requested, or posting of the notice at the affected employee's most recent address as supplied by said employee. It is the responsibility of all employees eligible for recall to keep the Chief notified of their current address. Upon receipt of the notice of recall, the employee shall have **three (3) calendar days** to notify the Chief of their acceptance of the recall. In the event the employee has elected to return to work, the employee shall have **eleven (11) calendar days** from the date of such election to report to duty, unless a longer period of time is authorized in writing by the Chief.

ARTICLE XII – SENIORITY

Section 1. Definition. For full-time employees as used herein, the term "seniority" shall refer to and be defined as the continuous length of full-time service or employment from date of last hire in the Gibson City Police Department.

Section 2. Seniority Lists. The Employer shall prepare a list setting forth the present seniority dates of all employees covered by this Agreement. Any dispute as to the seniority listing prepared by the Employer shall be resolved in the grievance procedure.

Section 3. Termination of Seniority. All seniority shall be lost by an employee who:

- (a) quits or resigns;
- (b) is discharged for just cause;
- (c) retires;
- (d) is laid off pursuant to the provisions of Article 11, or is absent from work for any reason, for a period of **twenty-four (24) months**, or the employee's seniority at the time the absence began, whichever is less;
- (e) is absent without notice for **three (3) consecutive work days**, unless the employee demonstrates just cause for the absence, and for the failure to provide proper notice;
- (f) fails to return to work at the conclusion of scheduled vacation, or leave of absence, unless the employee demonstrates just cause for the absence, and for the failure to provide proper notice;
- (g) accepts gainful employment while on an approved leave of absence.

Section 4. Accrual of Seniority. Employees will not accrue seniority credit for time spent on unpaid leave of absence.

ARTICLE XIII – NEW EMPLOYEE PROBATIONARY PERIOD

All employees shall be on a probationary status for a period of **one (1) year** from their date of hire. Probationary status means their employment may be terminated at any time during said period and that termination is not subject to the dispute resolution and grievance procedure (Article 9), nor is it subject to the discipline and discharge procedures (Article 7).

ARTICLE XIV – FOP REPRESENTATION

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

Section 1. Grievance Processing. The investigation of grievances by the Labor Council and its representatives shall be conducted so as not to interfere with the operations of the Department. Neither the representatives, nor witnesses being interviewed shall be compensated for time spent investigating grievances or preparing for the hearings. All meetings and arbitration shall be scheduled such that minimal disruption of Department activities shall take place. In those instances where an employee is required to provide information during the course of her schedule duty, and attendance is less than **one-half (1/2) hour** duration, no reduction in pay shall take place.

Section 2. Labor Council Negotiating Team. The Labor Council shall designate two bargaining unit members as representatives for purposes of attending labor negotiations. In any given session only one representative will be necessary. Labor negotiations will be scheduled when one of the representatives is off duty and will not be compensated for attending the negotiating session. Scheduling shall also be done to avoid morning meetings immediately following a work shift.

ARTICLE XV

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ARTICLE XVI – BULLETIN BOARDS

The Employer shall provide the Labor Council with adequate space for a bulletin board for the purposes of the Labor Council.

ARTICLE XVII – LEAVE TIME

Each full-time employee shall be allowed sick leave with pay because of personal illness or because of serious illness or death of a member of his or her immediate family. Immediate family includes parents, spouses, brothers, sisters, children, stepchildren, grandparents, grandchild, parents-in-law, brother-in-law, sister-in-law, legal guardians and significant others.

The Employer may require any full-time employee requesting sick leave to provide a statement from a licensed physician stating the nature of the illness. The Employer may also designate the number of days or hours a full-time employee may be on sick leave due to the death of a member of his immediate family, considering the relationship of the deceased to the employee, distance traveled and other relevant circumstances involved.

Sick leave shall be allowed to accumulate at the rate of **one (1) day** per month up to a maximum of **ninety (90) working days**. In the event a full-time employee uses more than his accumulated sick leave, he may request a medical leave of absence, without pay, for a period of up to **one (1) year**. This request shall be in writing to the City Council for their consideration.

Upon retirement those employees with **fifteen (15)** or more years of service and **ninety (90) days** of accumulated sick leave will be paid for **ten (10)** of the accumulated sick leave days.

ARTICLE XVIII – WAGE RATE

Section 1. Wages. Wages for the bargaining unit employees shall be as provided below. All wages are retroactive to **May 1, 2006**:

	5/1/06	5/1/07
Start	11.40	11.80
5 Years	11.55	12.00
7 Years	11.73	12.09
10 Years	11.90	12.36
12 Years	12.07	12.52
15 Years	12.24	12.67

Step increases for years of service become effective at the beginning of the first full pay period following the employee's anniversary date.

Section 2. Shift Differential. In addition to the wages provided above, employees who are regularly scheduled to work on the second shift at least **twenty-four (24) hours** per week shall receive an additional **Fifteen Cents (\$0.15)** per hour. Employees who are regularly scheduled to work at least **twenty-four (24) hours** per week on the third shift shall receive an additional **Twenty Cents (\$0.20)** per hour. Payment for shift differential under this Section shall begin with the first full pay period following the execution of this Agreement.

ARTICLE XIX – VACATIONS

After **one (1) full year** of service, each and every full-time employee shall be annually entitled to **one (1) week** vacation pay. After **two (2) full years** of service and annually thereafter, each full-time employee shall be entitled to **two (2) weeks** annual vacation with pay. After completion of their **fifth (5th) year** of service and annually thereafter, each full-time employee shall be entitled to **three (3) weeks** annual vacation with pay. Vacation time is accrued on the anniversary date of employment and must be taken within the year following the anniversary day or it will be forfeited. The Police Chief may establish a vacation selection process to reserve time off for vacation.

ARTICLE XX – HEALTH INSURANCE

For the duration of this contract, the Employer agrees to continue funding **seventy-five percent (75%)** of employee premiums for individual group health insurance coverage. Should the employee elect such coverage, the employee shall be responsible for payment of **twenty-five percent (25%)** of the premium for the employee and **one hundred percent (100%)** of the premium for coverage of dependents.

ARTICLE XXI – HOLIDAYS

Section 1. Holidays. Employees shall receive the following paid holidays:

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving
Day after Thanksgiving
Christmas

Employees shall receive holiday recognition pay in the amount of **eight (8) hours'** straight time pay.

Section 1.2. Work on a Holiday. An employee who works on one of the above holidays shall be paid in addition to the above recognition pay, at the rate of **one and one-half (1.5) times** their normal rate of pay for all hours worked on that day.

ARTICLE XXII – HOURS AND OVERTIME

Section 1. Work Day and Work Week. The work day will consist of **eight (8) or ten (10) continuous hours**. The work week will consist of **five (5) consecutive days** followed by **two (2) consecutive days** off if working an **eight (8) hour** schedule or **four (4) consecutive days** followed by **three (3) consecutive days** off if assigned to work a **ten (10) hour** day. All time in excess of **forty (40) hours** during the pay week shall be compensated as provided in Section 2.

Meal periods and other breaks are to be taken when practical. Because meal periods are paid time, occasional loss of a meal period will not be compensated.

Section 2. Overtime Payment. Overtime earnings will be paid in cash on the payroll period during which the overtime was earned.

Section 3. Call-Back. A call back is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled working hours. Employees working a call back shall be compensated for **two (2) hours** or the actual time worked, whichever is greater. If the call-back is during a week in which the

employee had a previously scheduled and approved vacation for the entire work week, overtime rate will be automatically paid. The compensation for either **two (2) hours** or the actual time worked will be paid at the overtime rate if that additional time is in excess of **forty (40) hours** during the work week.

ARTICLE XXIII – GENERAL PROVISIONS

Section 1. FOP Representatives on Premises. The Employer agrees that representatives of the Illinois Fraternal Order of Police Labor Council and their local, state and national affiliates shall have reasonable access and use of the facilities and premises of the Employer, upon a minimum of **twenty-four (24) hour** notice to the Police Chief, for purposes of conducting council business so long as this activity does not impair the efficient operation of the Department.

Section 2. FOP Right to Examine Records. The Labor Council or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the consent of the Chief or Chief's designee.

Section 3. Repair and Replace. The Employer agrees to repair or replace as necessary an employee's eyeglasses, contact lenses and prescription sunglasses up to a value of **Two Hundred Dollars (\$200.00)** if damaged in the line of duty. Employer also agrees to repair or replace watches or time pieces damaged in the line of duty up to a value of **Fifty Dollars (\$50.00)**. A written report regarding the circumstances of damage may be required. Other items of personal property, if damaged during the course of a prisoner search, may be repaired or replaced by the Police Chief at his discretion.

Section 4. Part-Time Employees. This Agreement does not cover part-time employees.

ARTICLE XXIV – ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE XXV – 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, 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 XXVI – DURATION

This Agreement shall be effective from **May 1, 2006**, and shall remain in full force and effect until **April 30, 2008**. Notice to renegotiate shall be provided by the Labor Council on or about **one hundred twenty (120) days** prior to **April 30, 2008**. If such notice is given, negotiations shall begin no later than **sixty (60) days** prior to **April 30, 2008**. The provisions of this Agreement shall remain in full force and effect after **April 30, 2008**, during the period of negotiations, unless or until impasse is declared.

(Ord. No. 06-25; 08-28-06)

APPENDIX A – DUES AUTHORIZATION FORM

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

I, _____, hereby authorize my employer, the City of Gibson City, Illinois, 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.

Date: _____

Signed: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Please remit all dues deductions to:

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

(217) 698-9433

Dues remitted to the Illinois FOP 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 B – FAIR SHARE AUTHORIZATION FORM

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

I, _____, hereby authorize my employer, the City of Gibson City, Illinois, to deduct from my wages the uniform amount of monthly fair share fees 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 fees to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct.

Date: _____

Signed: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Please remit all fees deductions to:

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

(217) 698-9433

Fair share fees remitted to the Illinois FOP 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 E – ALCOHOL AND SUBSTANCE ABUSE POLICY

Section 1-1.

- A. Gibson City recognizes that drug and alcohol abuse are pervasive in our society. The City further recognizes that the workplace is not exempt from the use and abuse of such substances.
- B. The use and misuse of alcohol and drugs by the Gibson City's employees is contrary to a drug free workforce and workplace. The use of these substances increases the potential for accidents, absenteeism, substandard performance, turnover, misconduct, poor employee morale, damage to property, injury to the public and/or other employees, or degradation of trust in the City to service its citizens effectively. Therefore, the following Alcohol and Substance Abuse Policy is adopted.

Section 1-2.

- A. All employees of Gibson City shall be governed by the principles of a drug free workforce and workplace, and
 1. Shall not be under the influence of alcohol, illegal drugs or other dangerous substances while performing their assigned duties or while "on-call" for duty;
 2. Shall not use, distribute, sell, or possess illegal drugs;
 3. Shall not use alcohol or other dangerous substances during working hours, during breaks or meal periods, when scheduled to return to work or when subject to being called to work;
 4. Shall not possess, store or transport alcohol or illegal drugs while on City premises, at City work locations or in City vehicles or equipment. The employer recognizes that the possession of alcohol or illegal drugs may be necessary in the line of duty.
 5. Shall not sell, distribute, dispense or transfer alcohol, illegal drugs or prescription drugs and medications to any other employee or to any person while on duty or acting in an official capacity. The employer recognizes that the possession of alcohol or illegal drugs may be necessary in the line of duty.
- B. All employees are governed by these requirements and should be aware that violations will result in disciplinary action up to and including termination. Nothing in this policy shall be considered as limiting the City's right to take administrative or disciplinary action, up to and including termination, for involvement with illegal drugs or alcohol not specifically addressed in this policy.

Section 1-3. Drug and Alcohol Testing.

- A. Because of the City's concern for its obligation to provide a safe work place and to provide its citizens with the most efficient and effective services, it will test applicants and employees (including managers and supervisors) under the following circumstances:
 - 1. Pre-Employment: All applicants to whom an offer of employment has been extended shall be tested for alcohol and illegal drugs. The offer of employment will be revoked for any applicant who tests positive for alcohol or illegal drugs.
 - 2. Promotion to a Higher Classification: The City will test any employee being promoted to a higher Classification. Any such employee who tests positive will become ineligible for the promotion and will be subject to disciplinary action, including termination.
 - 3. Reasonable Suspicion: If the City has reasonable suspicion that an employee has violated any provision of this policy pertaining to illegal drugs or alcohol, the employee shall be required to submit to testing. Reasonable suspicion is defined in the "Definitions" section of this policy.
 - 4. Post-Accidents: All employees who may have contributed to a work-related accident or are directly or indirectly involved in an accident shall be tested. This applies to any accident whether it involves a vehicle, equipment, or personal injury.
- B. Employees who violate the alcohol or drug regulations must submit to unannounced follow-up tests after they return to work. In the first 12 months after returning, an employee must take at least six tests. Follow-up testing may be extended for up to 60 months following return to duty.

Section 1-4. Testing Procedures.

- A. While the City reserves the right to establish the procedures under which employees will be tested for alcohol and illegal drugs, to the extent circumstances permit, the City will observe the following:
 - 1. Every effort will be made to respect the privacy and dignity of employees in the test sample collection process.
 - 2. Will 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). The name and address of the facility will be available to employees upon request.
 - 3. Ensure that the facility has established "chain of custody" procedures for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.

4. Positive drug test results are subject to a second confirmatory test and Medical Review Officer review.
5. The Director of Administration will receive drug and alcohol test results.
6. Drug and alcohol test results will be filed in the employee's medical file and will be treated as a confidential medical record. Supervisors or managers may be informed of drug testing results and/or employee's participation in a substance abuse rehabilitation program as such information relates to the employee's performance of work duties and/or reasonable accommodation issues.
7. Provide each employee tested with a copy of all information and reports received in connection with the testing and the results.

Section 1-5. Discipline.

- A. Positive Test Results: Where the employee tests positive on both the initial and confirmatory tests for drugs or alcohol, the employee shall be subject to disciplinary action which can lead to discharge or be required to complete a drug/alcohol rehabilitative treatment program. An employee who wishes to have a second test done at the testing facility or at a different testing facility may do so at the employee's expense.
- B. Refusal to Provide a Blood, Breath, or Urine Specimen: An employee's refusal to provide a urine, breath and/or blood specimen for laboratory testing when requested by the City shall constitute cause for disciplinary action and can lead to discharge of the employee. If the employee is physically unable to provide a urine specimen, the City may request a blood specimen for laboratory testing.
- C. Tampering With or Substitution of a Specimen: Intentionally tampering with, causing another person to tamper with, substituting for, or causing another person to substitute for a urine and/or blood specimen, whether the employee's own specimen or another employee's specimen, shall constitute cause for disciplinary action which can lead to discharge of the employee who engages in such activity.
- D. Drug-Related Felony Conviction: The conviction of an employee for any felony involving illegal possession, sale, use or distribution of a drug shall constitute cause for disciplinary action which can lead to discharge, whether or not such felony occurred during normal work hours. Such convictions must be reported to the employee's supervisor within **five (5) working days** of such conviction.

Section 1-6. Employee Assistance Program.

- A. The Employee Assistance Program (EAP) of Gibson City is available to employees who desire to seek help for an alcohol, drug, or substance abuse problem. Contact with the EAP can be made directly or through referral.

- B. An employee may desire to come forward on a self-initiated basis to seek help for an alcohol or drug abuse problem and to resolve that problem voluntarily. Employees are encouraged to do so before they are found in violation of this policy. Employees voluntarily seeking assistance for a problem involving illegal drug use or alcohol abuse may avail themselves of his help once during the employee's tenure.
- C. The employee will not be subject to disciplinary action for voluntarily coming forward for help. However, employee will not escape discipline by requesting such assistance after being requested to take an alcohol and/or drug test or violating City policies and rules on conduct. Voluntary requests for help will be kept confidential.
- D. The Gibson City is committed to providing reasonable accommodation to those employees with diagnosed alcohol or drug dependencies, as required by applicable federal and/or state law, provided such dependencies do not constitute threats to property or safety and further provided that the employee has not committed an offense for which termination may result.

Section 1-7. Searches.

- A. In order to accomplish the goals of this policy, the City may search employees and inspect their personal property (i.e., locker, work area, vehicles, etc.), at the City's discretion.
- B. All searches and inspections will be performed with appropriate regard and concern for the personal privacy of the employee to the extent possible without jeopardizing the investigation. Failure to submit to or cooperate in such a search may result in disciplinary action, including termination.
- C. The City may, under certain circumstances, request the presence of a representative of the appropriate law enforcement agency when conducting a search or inspection.

Section 1-8. Definitions.

- A. **Illegal Drug or Drugs:** A drug is any non-prescribed controlled substance that the employee is not authorized to possess or consume by law.
- B. **Alcohol:** Includes any distilled spirits, wine, malt beverage or other intoxicating liquors.
- C. **Drug/Alcohol Test:** Any chemical, biological or physical instrumental analysis administered for the purpose of determining the presence or absence of alcohol or a drug or its metabolites.
- D. **Positive Test Result:**
 - 1. A blood or breath specimen provided by the employee measured an ethyl alcohol concentration of .02 or more;

2. Or a urine specimen provided by the employee which detects any amount of a drug.
- E. Reasonable Suspicion: Reasonable suspicion shall be defined as an articulate belief based on specific facts and reasonable inferences that the employee is under the influence of drugs or alcohol, is using drugs or alcohol, or is in possession of or selling drugs or alcohol. Circumstances which may constitute a basis for determining reasonable suspicion may include, but are not limited to:
1. A pattern of abnormal or erratic behavior;
 2. A noticeable change in work performance;
 3. Direct observation of drug or alcohol use;
 4. Presence of physical symptoms of drug or alcohol use (glassy or blood shot eyes, slurred speech, poor coordination or the odor of an alcoholic beverage on/or about the person or breath of the employee).

GRIEVANCE

(use additional sheets where necessary)

Department: _____ Date Filed: _____

Grievant: _____
Last First MI

STEP ONE

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

Article(s) and Section(s) of Contract Violated: _____

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____ Date/Time: _____

Grievant's Signature _____ FOP Representative Signature _____

EMPLOYER'S STEP ONE RESPONSE

Employer Representative Signature _____ Police Chief _____

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 _____ Mayor _____

Person to Whom Response Given _____ Date _____

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative