

EXHIBIT "B"

**COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
GIBSON CITY, ILLINOIS
AND
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL**

POLICE OFFICERS' BARGAINING UNIT

MAY 1, 2008 - APRIL 30, 2012

PREAMBLE

This Agreement is entered into by and between Gibson City, Illinois, hereinafter referred to as the "Employer"; and Illinois Fraternal Order of Police Labor Council, representing Gibson City Police Officers, hereinafter 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 clear 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 other terms and conditions of employment.

In consideration of mutual promises, covenants and agreements contained herein, the parties, being Gibson City and the Illinois Fraternal Order of Police Labor Council, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

ARTICLE I – PURPOSE AND RECOGNITION

Section 1. General. It is the intent and purpose of the parties hereto to set forth the Agreement between them for the terms hereof concerning rates of pay, wages, hours of employment, and other working conditions to be observed by the parties and the employees covered hereby.

Section 2. Recognition. Pursuant to the certification of the Illinois State Labor Relations Board, Certification No. S-RC-06-072, the Employer recognizes the Labor Council, its agents, representatives, or successors, as the sole and exclusive bargaining agent for employees who are employed in the following classifications:

Included: All full-time police officers below the rank of sergeant employed by Gibson City.

Excluded: All other employees of Gibson City, all other sworn police officers with rank of sergeant and above, all part-time officers, professional employees and all confidential and managerial employees and supervisors within the meaning of the Illinois Public Labor Relations Act.

Section 3. Management Rights. Except as limited by the provisions of this Agreement, the Employer shall continue to retain the right to manage and direct its affairs in each and every respect, included but not limited to the following:

- A. To plan, direct, control and determine the budget and all operations, services, and missions of the Police Department;
- B. To supervise and direct the work force, including the right to assign work and overtime;
- C. To establish qualifications for employment and to hire employees;
- D. To establish work and productivity standards, and from time to time, to change those standards; to evaluate;
- E. To determine the methods, means, organization, and number of personnel by which such operations and services shall be made or purchased;
- F. To make, alter and enforce reasonable rules, regulations, orders, and policies; and
- G. To discipline, suspend, and/or discharge non-probationary employees for just cause.

Inherent managerial functions and rights, whether listed or not, which the Employer has not expressly limited by the provisions of this Agreement, shall remain exclusively vested in the Employer, subject to the provisions of the Illinois Public Labor Relations Act.

Section 4. Civil Emergencies. 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 an FOP representative at a practical time.

Section 5. No Strike. 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. Any employee who violates the provision of this Section shall be subject to immediate discharge and the discharge 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 II – NEW CLASSIFICATIONS AND VACANCIES

Section 1. New Classifications. Where the Employer finds it necessary to create a new job classification, the work of which falls within the scope of the bargaining unit, the Employer and Labor Council agree to jointly petition the State Labor Board to seek the necessary clarification. If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay grade for the classification. However, if no agreement is reached within **thirty (30) calendar days** from the date its inclusion was determined, Employer may establish a pay grade for the position no lower than the highest offer made by Employer during the course of negotiations. The position may be filled subject to a retroactive increase in pay if granted during the arbitration.

In the dispute resolution procedure, the Arbitrator shall determine the reasonableness of the established salary grade in relationship to:

- A. The job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the Employer's workforce;
- B. Like positions with similar job content and responsibilities within the labor market generally; and
- C. Significant differences in working conditions to comparable position classifications.

The pay grade originally assigned by the Employer shall remain in effect pending the decision.

If the decision of the Arbitrator is to increase the pay grade of the position classification, such rate change shall be applied retroactive to the date of its installation.

Upon installation of the new position classification, the filling of such position classification shall be in accordance with Section 2 below.

Section 2. Vacancies. When a vacancy exists as a result of the creation of a new classification, position or a promotion within the bargaining unit, the Employer agrees to post a notice of the vacancy and allow **fourteen (14) calendar days** for eligible employees to apply for the vacancy. This provision shall not restrict the Employer from placing the most qualified individual in the vacancy.

ARTICLE III – 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. Attached to this agreement as Appendix "A" is the Dues Authorization form which shall be tendered to every employee upon becoming a member of the bargaining unit.

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 the 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 IV – LABOR COUNCIL SECURITY/REPRESENTATIVES

Section 1. Labor Council Membership. The parties mutually agree not to interfere with, restrain, coerce or discriminate against any employees in connection with their membership in the Labor Council.

Section 2. Labor Council Activity. **Two (2) employees** within the bargaining unit shall be designated by the Labor Council as local representatives. Whenever possible, Labor Council activities shall be carried out by one of the two representatives who is not scheduled to work at the time the activity is necessary. When it is not possible to schedule the off duty representative, or the Police Chief approves, and the Labor Council activity lasts less than **one-half (1/2) hour** during the representative's scheduled work hours, the time spent on the administration of the Agreement will be paid time. For all other activities of the labor representatives involving the administration of this Agreement, the time spent will not be paid by the Employer.

If scheduling allows, the Employer agrees to grant the necessary time off, with use of paid leave available to the officer, and without discrimination or loss of seniority rights, to any employee designated by the Labor Council to attend a labor convention or serve in any capacity on any other official Labor Council business.

Section 3. 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 this session.

Section 4. Visits by FOP Representatives. 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 at least **twenty-four (24) hour** notice to the Police Chief, for the purposes of conducting council business so long as this activity does not impair the efficient operation of the Department.

ARTICLE V – DISCIPLINE

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. Notification of oral warnings and written warnings shall not be considered for purposes of progressive discipline beyond **two (2) years** from the date of the issuance of the oral or written warning if no further oral or written warnings are given during the **two (2) year** period.

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.

In instances of suspension, the grievance process shall begin at Step 2, the Mayor, within **fourteen (14) calendar days** of receipt.

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).

Where applicable, the procedures under the Uniform Peace Officers Disciplinary Act, 50 ILCS 725/1 et seq., shall be followed.

ARTICLE VI – GRIEVANCE PROCEDURE

Section 1. Definition of Grievance. A grievance is defined as any dispute or difference between the Employer, a bargaining unit employee and/or the Labor Council with respect to the meaning, interpretations or application of any of the provisions of this Agreement.

Grievances may be processed by the Labor Council on behalf of any bargaining unit employee or on behalf of a group of bargaining unit employees. Formal grievances shall only proceed through the grievance process with the approval of the Labor Council.

Section 2. Grievance Procedure Steps. Grievances arising after the effective date of the signing of this Agreement shall be raised, discussed and taken up in accordance with the following procedure:

Step 1. Chief of Police. The Labor Council shall raise a grievance with the Chief of Police. (Nothing in this Agreement is intended to prohibit or limit individual officers from discussing any issues with the Police Chief. However, the formal grievance procedure must be initiated or approved by the Labor Council.) Grievances will be presented in writing to the Chief within **fourteen (14) calendar days** of the event giving rise to the grievance, or within **fourteen (14) calendar days** of the date the employee could have reasonably known of the issue. The Chief of Police shall have **seven (7) calendar days** in which to respond to the grievance. All grievances, even those arising from decisions by the Chief, will commence at Step 1.

Step 2. Mayor. If the grievance is not resolved in Step 1, the grievance shall be reduced to writing on a standard grievance form and presented personally, by fax or by mail to the Mayor within **fourteen (14) calendar days** of the Chief's Step 1 response, or the date such reply was due. The Mayor will hold a meeting

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to review the grievance at a time when the Labor Council is available to attend. If no settlement or decision is reached at Step 2, the Mayor will give a written response to the grievance within **twenty-one (21) calendar days** of the Step 2 meeting.

Step 3. Arbitration. If the grievance is not resolved in Step 2 or an answer is not given in the time specified, the grievance may be advanced by the Labor Council to arbitration. The Labor Council shall request the Federal Mediation and Conciliation Service to submit a list of **seven (7)** arbitrators. Any fees for obtaining a list of arbitrators from FMCS will be shared equally by the parties. Upon arrival of the list, the parties shall alternately strike the names of **three (3)** arbitrators each. The first strike will be determined by a coin toss. The person who remains shall be the arbitrator. The arbitrator shall be notified of selection by a joint letter from the Employer and Labor Council requesting that he/she set a time for that hearing. The hearing shall be held in Gibson City, Illinois. If possible, the parties shall provide the arbitrator with an agreed statement of the issue or issues at hand.

The Employer or Labor Council shall have the right to request the arbitrator to require the presence of witnesses and/or documents. The scheduling of witnesses shall be such as to provide the least interference with the operations of the Employer. Each party shall bear the expense of its own witnesses.

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

The decision of the arbitrator shall be final and binding upon both parties to this Agreement. The expenses and fees of the arbitrator, any cost of hearing room, the cost of preparation of a verbatim record and any other costs of conducting the arbitration shall be shared equally by the parties.

Nothing in this Article shall preclude the parties from mutually agreeing to the appointment of permanent arbitrators during the term of this Agreement or the use of the expedited arbitration procedures of the American Arbitration Association or the Federal Mediation and Conciliation Services.

Section 3. Investigation of Grievances. 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 hearings. All meetings and arbitrations shall be scheduled such that minimal

disruption of Department activities shall take place. In those instances where an on-duty officer is required by Labor Council to provide information during the course of a grievance meeting or arbitration, and the attendance is less than **one-half (1/2) hour** duration; no reduction in pay shall take place. In those instances where an on-duty officer is required by the employer to provide information, no reduction in pay shall take place regardless of duration.

Section 4. Right to Examine Records. The Labor Council or its representative shall have the right to examine timesheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute. Reasonable requests to review additional Employer's business records shall not be denied.

ARTICLE VII – HOURS OF WORK AND OVERTIME

Section 1. Workday and Workweek. The workday is a scheduled shift. The current work schedule consists of **four (4)** consecutive **ten (10) hour** days, followed by **three (3) consecutive days** off. This general schedule shall not be permanently changed, barring emergencies, without **twenty-eight (28) days'** notice of such change.

Officers may trade shifts with the Chief's prior approval. Requests for trades must be made in writing and signed or initialed by each officer. Requests for trades which would have the affect of increasing overtime may be denied by the Chief. Employees will be entitled to a **thirty (30) minute** lunch break, if practical, during which time they may be out of service, subject only to a service call.

Overtime at the rate of time and one-half will be paid for hours worked over **forty (40) hours** in one workweek. The following paid leave hours, not worked, vacations, sick leave or personal leave, shall be counted toward the weekly total for overtime accumulation. However, if an officer has used one of these paid leave times off earlier in the workweek, at the Police Chief's discretion, the officer may be called back into work later in the workweek and paid at straight time if the paid leave is re-credited to the officer for future use at an hour per hour basis. Unpaid hours of leave shall not be counted as hours of work for any purpose.

Section 2. Overtime Opportunities. All full-time employees shall be given equal opportunity for extra overtime hours or shifts. This shall not restrict the Chief from selecting individual officers for a specific assignment. Also, this provision shall not prohibit the Chief from assigning work opportunities to part-time employees during workweeks when all eligible full-time employees have at least **forty (40) hours** of work scheduled. This also shall not prohibit the Department from requiring an individual officer to report early or stay late beyond a scheduled shift.

Section 3. Callback Pay. Whenever an employee is called out for work outside regular working hours for an emergency, he will be paid for a minimum of **two (2) hours** at overtime pay. This provision does not apply to instances where the employee is required to report prior to his scheduled shift or required to remain on duty after his regularly scheduled shift.

Section 4. Court Witness Pay. Officers shall sign a waiver of compensation otherwise due them for witness fees.

Section 5. Overtime Payments. Overtime earnings will be paid in cash on the payroll period during which the overtime was earned.

Section 6. Jury Duty. An employee required to serve on a grand jury petit jury shall be granted leave for the period required to serve on such jury without loss of pay. "Required to serve" means only that time actually required to be present in court and reasonable time before and after for travel to court in preparation for work. Such employees shall sign a waiver of any compensation otherwise due them for serving on such jury.

Section 7. Court Time. Court time is compensated the same as regular hours, that is, court time which falls within the regularly scheduled shift of an officer is paid at a regular rate. If the officer is required to attend court and that time results in more than **forty (40) hours** per workweek, the time will be compensated at time and one-half. As with other call backs, employees shall receive a minimum of **two (2) hours** or actual hours worked whichever is greater, unless the court time is immediately before or immediately after the officer's shift.

Section 8. Seniority Shift Bidding. Once every **four (4) months**, in May, September and January, officers shall conduct a bid for available shifts based on seniority. The shift assignments for the following year shall be posted immediately following the shift selection in January. The Chief may change assignments for shifts for law enforcement purposes. In addition, when an officer has requested vacation or requires time off for illness, injury or unforeseen circumstances, the Chief has the authority to adjust shifts as he determines to be reasonable and shall announce the schedule changes as soon as practical.

ARTICLE VIII – WORK RULES

The Employer agrees to post or make available in the Department a complete copy of all applicable policies and procedures within **six (6) months** of the signing of this Agreement. Whenever the Employer changes policies or procedures applicable to bargaining unit employees, the Labor Council shall be given at least **seven (7)**

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calendar days prior notice before the effective date of the work rules, except in cases of emergency. Upon request of the Labor Council, the employer shall meet and discuss the proposed changes. Any such discussion will not delay the implementation of such changes.

ARTICLE IX – LABOR MANAGEMENT MEETINGS

Section 1. Subject Matter and Agenda. From time to time either the Labor Council or the employer may request Labor Management meetings as necessary. Requests for such meetings shall be made at least **seven (7) days** in advance and the topics or agenda for the meeting will be provided with the notice. Grievances being processed pursuant to the grievance procedure shall not be considered at such meetings, nor shall negotiation for the purpose of altering any or all terms of this Agreement be carried out on such meetings.

Section 2. Attendance. Labor management meetings shall be scheduled such that employees who need or wish to attend will not be required to miss regularly scheduled work. If it is anticipated that the meeting will last more than **one-half (1/2) hour**, and an employee scheduled to work desires to attend, relief will be scheduled, if possible, and the affected employee will be released from duty without pay for that time period. Adjustments in schedules for purposes of scheduling or attendance of labor management meetings shall be accomplished at the discretion of the Employer.

ARTICLE X – SAFETY ISSUES

Section 1. Employee Safety. Recognizing that police service is highly dangerous profession that frequently exposes employees to risks and dangers beyond those encountered by employees in other professions, each party pledges its best effort to make safe working conditions for the employees covered by the terms of this Agreement. To that end, the City agrees to take reasonable measures for the safety and protection of employees during their work hours in their performance of their duty. Should issues arise as to whether steps taken by the City are reasonable, the judgment and decision of the Employer shall be given great deference.

Section 2. Safety Meetings. At the request of the Labor Council, the Police Chief agrees to meet with the Labor Council's designee to discuss safety issues. The parties shall meet to discuss safety issues as they arise. An agenda will be submitted in advance, in writing, by the Labor Council.

ARTICLE XI – TRAINING

Section 1. General Policy. Training opportunities shall be provided on an as-needed basis by the Employer. The Chief shall encourage equal access to training opportunities. Where training opportunities are to be scheduled on a volunteer basis, the Department will post such opportunities and give full-time officers first opportunity to volunteer. There is no minimum requirement for training under the terms of this contract.

Section 2. Training Costs. The Employer will pay the appropriate rate for hours spent in mandatory training. Travel time for training at City Hall or within Ford or Champaign Counties, Illinois, will not be compensated. Travel time for training outside this area shall be compensated at the appropriate rate of pay. If an employee uses his own vehicle for transportation or training outside Ford and Champaign Counties, he will be paid mileage at the rate allowed by the IRS. Lodging outside Ford or Champaign Counties will be paid at the actual cost upon presentation of receipts. All training opportunities must be approved by the Chief. Reimbursement for meals will be made consistent with per diem rates for the location as provided by recognized standards.

Section 3. Firearms Training. Fifty (50) rounds of service ammunition will be available to each officer per month for use at the Gibson City firing range, provided that rounds must be used at times when there is an instructor present. Unused rounds shall be returned to the department. Officers must use the ammunition during the month received, and return any unused ammunition.

ARTICLE XII – 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 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 XIII – VACATIONS

Section 1. Vacation Time. 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 XIV – WAGES AND COMPENSATION

Section 1. Wage Schedule. The following shall be the wage schedule for employees for the term of this contract:

	5/1/08
0-4 Years	15.64
5-9 Years	16.87
10-14 Years	17.28
15+ Years	17.60

	5/1/09	5/1/10	5/1/11
0-2 Years	16.19	16.76	17.35
3-4 years	16.44	17.02	17.62
5-9 Years	17.46	18.07	18.70
10-14 Years	17.88	18.51	19.16
15+ Years	18.22	18.86	19.52

Adjustments:

- A. The wage rates shall be adjusted effective **May 1, 2008** and officers shall receive back pay consistent with the adjustments.

- B. New hires with prior experience are assigned a pay rate consistent with 0-9 year's service at the discretion of the Department. This means, for wages only, the new officer will be given a spot on the pay grid either 0-2, 3-4 or 5-9 and assigned an anniversary date for moving to next steps. (Example: An employee hired with 10 years' experience on January 1, 2009, could be assigned 5 years for purposes of this Section and given an anniversary date for wages only of January 1, 2004.)

Section 2. Shift Differential. Currently, the shifts are from **7:00 A.M.** to **5:00 P.M.** (day), **5:00 P.M.** to **3:00 A.M.** (evening) and **9:00 P.M.** to **7:00 A.M.** (night). Officers who are regularly scheduled to work on the evening shift shall receive shift differential payment of **Twenty Cents (\$0.20)** per hour for all hours worked during the workweek. Officers scheduled to work the night shift shall receive **Twenty-Seven Cents (\$0.27)** per hour for all hours worked in the workweek. All overtime payments shall be made at time and a half of the hourly rate plus shift differential for all overtime hours worked by the officer regularly scheduled for the evening or night shift. No shift differential payment is made to officers regularly scheduled to work the day shift regardless of the hours outside that shift they are required to work. The shift differential for officers regularly scheduled to work the evening shift is **Twenty Cents (\$0.20)** per hour regardless of the time of day their hours are worked. Officers regularly scheduled for the night shift are paid **Twenty-Seven Cents (\$0.27)** per hour for additional hours worked regardless of the time of day those hours are worked.

Should the employer decide to change the shifts, except in emergencies, the Employer agrees to bargain in good faith with the Labor Council to amend Section 2.

Section 3. Canine Officer. The Canine Officer shall receive **three and one-half (3.5) hours** of pay per work week while assigned the duties of Canine Officer.

Section 4. Investigator. If an officer is assigned full time duties as an investigator, he/she shall be paid an additional **Twenty-Five Cents (\$0.25)** per hour. The fact that patrol officers shall from time to time be assigned investigative duties does not affect their rate of pay.

ARTICLE XV – SICK LEAVE/BEREAVEMENT LEAVE

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 XVI – GENERAL PROVISIONS

Section 1. Light Duty. Nothing in this Agreement shall prohibit the Employer from making light duty assignments as the Employer at its discretion.

Section 2. Secondary Employment. Prior to accepting employment outside of the Department, Employee shall notify the Chief in writing. Officers understand that employment which may, in the opinion of the Chief, create a conflict of interest or constitute an embarrassment to the Department can be denied. Also, outside employment may not interfere with reasonable requests for overtime assignments by the Employer.

Section 3. Inoculations. The Employer agrees to pay for inoculations or testing if an Employee reasonably believes he has been exposed to HIV or Hepatitis in the line of duty. If the Employee tests positive for one of these diseases contracted in the line of duty, the Employee's immediately family, meaning those members of the Employee's family permanently residing in the Employee's residence, will be tested and/or inoculated at the Employer's expense. Documentation of the "line of duty" exposure may be required.

Section 4. Subcontracting. The Employer may subcontract repairs, building maintenance, vehicle maintenance or other types of work which are not traditionally performed by bargain unit members. In addition, during those workweeks when full-time Employees are scheduled for at least **forty (40) hours** or are on approved leaves

of absence, the Employer may schedule part-time Employees. It is agreed that the use of part-time Employees on an extended basis will not be used to substitute for hiring full-time Employees.

Section 5. Bulletin Boards. The Employer shall provide the Labor Council with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available for purposes of the Labor Council.

Section 6. Damaged Personal Equipment. 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 timepieces 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.

Section 7. Residency. Within **sixty (60) days** of successful completion of probation, employees must reside within the corporate limits of Gibson City or within **one (1) mile** of any boundary of Gibson City as a term of their employment.

Section 8. Indemnification. Employees shall have legal representation paid for by the Employer in a civil cause of action brought against the employee resulting from or arising out of the performance of duties. The Employer shall pay legal fees at a rate normally paid for such services in the community, provided, however, that the Employer retains the right to select qualified counsel. The Employer further agrees to provide such indemnification as provided in Illinois State Statutes.

Employees shall cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Section.

Section 9. Disability Pay. Under the provisions of the Public Employee's Disability Act, an officer will be provided up to **twelve (12) months'** leave at full pay when required due to any work related injury. No officer will lose any benefits while on this injury leave and will continue to accumulate all benefits provided under the contract. However, the provisions of Section 1 regarding light duty will continue to apply and the officer may be assigned to any duties within the police department which are consistent with the officer's medical restrictions.

ARTICLE XVII – SENIORITY

Section 1. Termination of Seniority. An officer's seniority consists of continuous service with the City from the officer's most recent date of full-time hire. An officer's seniority and employment relationship with the City shall terminate if the officer:

- (a) Quits by written resignation;
- (b) Is discharged for just cause;
- (c) Is absent for **three (3) consecutive days** without notifying the Employer;
- (d) is absent from work for more than **one (1) month** for any reason other than an approved leave of absence;
- (e) Does not return to work at the end of an approved leave of absence; or
- (f) Does not return to work within **seven (7) days** after being notified of a recall from layoff.

Section 2. Definition of Seniority. Seniority is the length of continuous service an Employee has been employed full-time by the Gibson City Police Department.

ARTICLE XVIII – PROBATIONARY PERIOD

The probationary period shall be **eighteen (18) months** from their date of hire. Probationary employees are at will and have no right to grieve either discipline or termination of employment. Probationary employees shall have the right to grieve other claimed violations of the Agreement.

ARTICLE XIX – UNIFORMS AND EQUIPMENT

Employer agrees to continue providing uniforms and equipment throughout the term of this Agreement as are being provided on the date of execution of the Agreement.

ARTICLE XX – HEALTH INSURANCE

For the duration of this contract, the Employer agrees to pay **seventy-five percent (75%)** of health insurance premiums for the employee and dependent coverage if elected by the employee. The employee shall pay **twenty-five percent (25%)** of the premium cost in any event.

ARTICLE XXI – LAY-OFF/RECALL

Section 1. Layoff. When there is an impending layoff with respect to the employees in the bargaining unit, the Employer shall inform the Labor Council in writing as soon as

Ex B-19

the City Council has decided the issue. A layoff may be initiated by the Employer where there is insufficient funds to pay the employees and/or there is a lack of work available. The Employer will provide the Council with the names of all employees to be laid off as soon as available.

Probationary employees, temporary and part-time employees shall be laid off first, and then employees shall be laid off in accordance with their seniority. The employees with the least amount of seniority shall be laid off first. All employees shall receive notice in writing of the lay off as soon as practical following the decision by the City Council to lay off employees.

Section 2. Recall. Any employee who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled on the same basis of seniority, the last laid off is the first recalled.

ARTICLE XXII – PERSONNEL FILES

The Employer agrees to abide by the provisions of the Illinois Personnel Record Review Act, **820 ILCS 40/0.01 et seq.**

ARTICLE XXIII – IMPASSE RESOLUTION

The resolution procedure of any bargaining impasse shall be that specified in Section 14 of the Illinois Public Labor Relations Act, **5 ILCS 315**, as amended. Prior to either party requesting arbitration of an impasse, the parties agree to seek the assistance of Federal Mediation and Conciliation Service to provide a mediator who will attempt to resolve the impasse and the parties agree to work in good faith to that end.

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 or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE XXVI – TERM OF AGREEMENT

This Agreement shall be effective from **May 1, 2008**, and shall remain in full force and effect until **April 30, 2012**. Notice to renegotiate shall be provided by the Labor Council no earlier than **one hundred twenty (120) days** nor later than **ninety (90) days** prior to the expiration of this Agreement. If such notice is given, negotiations shall begin no later than **sixty (60) days** prior to the expiration date. The provisions of this Agreement shall remain in full force and effect after the expiration date during the period of negotiations, until the negotiation process is complete.

ARTICLE XXVII – EMPLOYEE TESTING

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

(Ord. No. 08-18; 09-22-08)

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, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. (In addition, I authorize my Employer to deduct from wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.)

Date: _____

Signed: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clocktower Drive
Springfield, Illinois 62704
(217) 698-9433

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

APPENDIX B

GRIEVANCE FORM Illinois Fraternal Order of Police Labor Council (use additional sheets where necessary)		
Department: _____	Date Filed: _____	
Grievant's Name: _____		
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: _____		

Given To: _____	Date/Time: _____	
Grievant's Signature	FOP Representative Signature	
EMPLOYER'S STEP ONE RESPONSE		

Employer Representative Signature	Position	
Person to Whom Response Given	Date	
STEP TWO		
Reasons for Advancing Grievance: _____		

Given To: _____	Date/Time: _____	
Grievant's Signature	FOP Representative Signature	
EMPLOYER'S STEP TWO RESPONSE		

Employer Representative Signature	Position	
Person to Whom Response Given	Date	

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature _____ FOP Representative Signature _____

EMPLOYER'S STEP THREE RESPONSE

Employer Representative Signature _____ Position _____

Person to Whom Response Given _____ Date _____

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature _____ FOP Representative Signature _____

EMPLOYER'S STEP FOUR RESPONSE

Employer Representative Signature _____ Position _____

Person to Whom Response Given _____ Date _____

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given _____ Date _____

_____ FOP Labor Council Representative

APPENDIX C – 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).