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CLERK, CITY OF TROY
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TROY, IL 62294**

CITY OF TROY

65.00

ORDINANCE NO. 2018 - 07

**AN ORDINANCE OF THE CITY OF TROY, ILLINOIS
AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY TO ENTER
INTO A COLLECTIVE BARGAINING AGREEMENT WITH TROY
DISPATCHERS AND THE POLICEMEN'S BENEVOLENT LABOR
COMMITTEE**

**ADOPTED BY THE
CITY COUNCIL OF THE
CITY OF TROY, ILLINOIS
THIS 16th DAY OF APRIL, 2018**

**Published in pamphlet form by the authority of the City Council of the City of Troy,
Madison County, Illinois, this 16th day of April, 2018.**

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AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY TO ENTER
INTO A COLLECTIVE BARGAINING AGREEMENT WITH TROY
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COMMITTEE**

WHEREAS, the Troy Dispatchers, by and through the Policemen's Benevolent Labor Committee ("PBLC"), organized in Case No. S-RC-15-038 before the Illinois Labor Relations Board; and

WHEREAS, the current Collective Bargaining Agreement between the City of Troy and the PBLC on behalf of the Troy Dispatchers is set to expire on April 30, 2018; and

WHEREAS, the City of Troy has negotiated with the PBLC and reached a tentative successor agreement reflected in the attached Collective Bargaining Agreement ("CBA")(See Attached Exhibit A); and

WHEREAS, the City and the PBLC have negotiated the terms, conditions and rates of the CBA attached hereto and incorporated herein as Exhibit A, and the City believes that such terms, conditions and rates are in the best interest of the health, safety and general welfare of its citizens; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TROY, ILLINOIS, AS FOLLOWS:

1. The recitals set forth above are hereby incorporated herein as if fully set forth.
2. The Agreement between the City of Troy and the PBLC attached hereto and incorporated herein as Exhibit A is hereby adopted. The Mayor is hereby authorized and directed to execute and the City Clerk to attest the CBA and any such other documents which may be necessary or convenient to implement the terms of the CBA.
3. If any section or provision of this Ordinance is declared invalid for any reason, such invalidity shall not affect or impair any of the remaining sections or provisions of this Ordinance which can be given effect without the invalid section or provision, and to this end, the sections and provisions of this Ordinance are declared to be severable.
4. This Ordinance shall be in full force and effect upon its passage, approval and publication as required by law. It may be published in pamphlet form.

PASSED by the City Council of the City of Troy, Madison County, Illinois, approved by the Mayor, and deposited in the office of the City Clerk this 16th day of April, 2018.

Those voting aye: Henderson, Italiano, Jackson, Levo, Partney, Thompson, Turner and Zarzecki

Those voting nay: _____


Those absent: _____

APPROVED:

By: 

ALLEN P. ADOMITE, Mayor
City of Troy, Illinois

ATTEST:

BY: 
JAMIE MYERS, Clerk
City of Troy, Illinois

(SEAL)

ORGAN

TROY

Agreement

Between

City of Troy

And

Police Dispatchers

Represented by

Policemen's Benevolent
Labor Committee

2018-2022

PREAMBLE

This Agreement is entered into by the City of Troy, a body politic, hereinafter referred to as the "Employer", and the Policemen's Benevolent Labor Committee representing full-time Dispatchers hereinafter referred to as the "Union". The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union 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 Union 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 representative and/or agents, do mutually covenant and agree as follows:

ARTICLE I - RECOGNITION

Section 1.1. Unit Description

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on matters relating to wages, hours, and other terms and conditions of employment of all full-time Dispatchers in the bargaining unit as set forth by the Illinois State Labor Relations Board in Case No. (S-RC-15-038)

Included: All full-time Dispatchers employed by the City of Troy.

Excluded: All other employees employed by the City of Troy, as well as all supervisory, managerial and confidential employees as defined by the Act.

Section 1.2. Supervisors

Supervisors may continue to perform bargaining unit work which is incidental to their jobs. They may also perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining unit employee. Such work by supervisors shall not cause any layoffs of the bargaining unit employees.

ARTICLE II - NON-DISCRIMINATION

Section 2.1. Equal Employment Opportunity

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

Section 2.2. Prohibition Against Discrimination

Both the Employer and the Union agree not to illegally discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age,

national origin, political affiliation and/or beliefs, mental or physical handicap or sexual orientation.

Section 2.3. Union Membership or Activity

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

ARTICLE III - MANAGEMENT RIGHTS

The Union recognizes that the Employer possesses the sole and exclusive right to operate and direct all of the dispatchers of the City of Troy Police Department, in all aspects, including, but not limited to, all rights and authority granted by law. Except as otherwise expressly stated herein, City of Troy policies are not to be considered a part of this Agreement.

Management rights include, but are not limited to, the right:

- a. To maintain executive management and administrative control of the Police Department and its properties and facilities and the staff;
- b. To plan, direct, control, assign and determine the operations or services to be conducted by dispatchers of the City of Troy Police Department;
- c. To determine the methods, processes, means, job classifications and number of personnel by which the Police Department operations are to be conducted;
- d. To select, hire, promote, schedule, train, transfer, assign and evaluate work, of bargaining unit dispatchers;
- e. To direct and supervise the entire working force of the Department, including the establishment of work standards;
- f. To demote, suspend, discipline, or discharge dispatchers for just cause and to discipline or terminate probationary dispatchers with or without just cause;
- g. To make, add, delete, alter, and enforce procedures, rules and regulations;
- h. To introduce new or improved methods, equipment or facilities;
- i. To contract out for goods and services.

The Employer has the sole authority to determine the purpose and mission of the City of Troy's Police Department and the amount of budget to be adopted thereto.

Other Employment Any and all employees covered by this Agreement who desire to perform work for an entity other than Employer shall seek prior approval for such employment from the Employer.

Any employee working for an entity shall hold the Employer harmless against any and all claims, demands, suits or other forms of liability involving her or her work for another entity.

In the event an employee is employed by any entity, said employment shall not affect the performance of her/her duties, nor shall such other employment interfere with any operations of the Employer, nor affect an employee's availability for call-outs, nor shall constitute, nor appear to constitute, a conflict of interest with employment for the City of Troy. Should the Employer determine that an dispatcher's outside employment does not conform to the requirements set forth in this Section, the Employer may order the employee to terminate the outside employment, subject to reasonable notice, with an explanation to the order.

Civil-Emergency Conditions If, at the sole discretion of the Employer, it is determined that extreme civil-emergency conditions exist, including but not limited to riots, civil disorders, tornado conditions, floods, or other similar catastrophes, upon oral notice to a Union representative at a practical time, the provisions of this Agreement may be suspended by the Employer during the time of the emergency, provided wage rates and all economic benefits shall not be suspended and that the provisions of this Section shall neither limit an employee's right to invoke the grievance procedure in a timely manner after the cessation of the emergency, nor limit the protections granted by the terms of this Agreement. It is agreed that the processing of any grievance occurring during this emergency shall be delayed until a time when the emergency conditions no longer hamper normal business activity.

ARTICLE IV – SUBCONTRACTING

Section 4.1 Contract Work

- a. The Employer and the Union recognize the right of the Employer to subcontract work to an outside agency to meet operational needs.
- b. The Employer shall give the Union notice of at least sixty (60) days before subcontracting work to an outside agency that will result in layoffs of bargaining unit employees. Upon demand from the Union, the Employer agrees to bargain the decision and/or impact of the subcontracting/layoffs, In the event the parties are unable to reach a resolution through bargaining, the Employer may implement the subcontracting/layoffs after the expiration of sixty (60) days.

ARTICLE V - DUES DEDUCTION AND FAIR SHARE

Section 5.1. Dues Deduction

Upon receipt of a written and signed authorization form (attached as Appendix B) from an employee, the Employer shall deduct the amount of Union dues and initiation fee, if any, set forth in such form and any authorized increases therein, and shall remit such deductions monthly to the Policemen's Benevolent Labor Committee at 840 South Spring Street, Suite A, Springfield, Illinois 62704. The Union shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

Section 5.2. Dues

With respect to any employee on whose behalf the Employer receives written authorization in a form agreed upon by the Union 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 Policemen's Benevolent Labor Committee at 840 South Spring Street, Suite A, Springfield, Illinois 62704 by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Union.

Section 5.3. Fair Share

Any present employee who is not a member of the Union shall be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours, and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above. The Employer shall with respect to any employee in whose behalf the Employer has not received a written authorization as provided for above, deduct from the wages of the employee the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Union on the tenth (10th) day of the month following the month in which the deduction is made, subject only to the following:

- 1) The Union has certified to the Employer that the affected employee has been delinquent in her obligation for at least thirty (30) days;
- 2) The Union has certified to the Employer that the affected employee has been notified in writing of the obligation and the requirement for each provision of this Article and that the employee has been advised by the Union of her obligations pursuant to this Article and of the manner in which the Union has calculated the fair share fee;
- 3) The Union has certified to the Employer that the affected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an

impartial arbitrator assigned by the employee and the Union for the purpose of determining and resolving any objections the employee may have to the fair share fee;

- 4) Upon objection by the employee based on bona-fide religious grounds, the fair share obligation shall be paid by the City of Troy to a charity designated by the employee.

Section 5.4. Indemnification

The Union shall defend, indemnify and hold harmless the Employer from any and all liability arising out of any claim or cause of action, whether in law or equity, brought by any employee as a result of deductions being taken pursuant to this Article V.

ARTICLE VI - NO STRIKE/NO LOCKOUT

Section 6.1. No Strike Commitment

Neither the Union nor its agents will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down, unauthorized absence, picketing (except following the expiration of this Agreement), "work to rule" action, 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 Union nor any dispatcher shall refuse to cross any picket line, by whomever established.

Section 6.2. Performance of Duty

It is recognized that employees covered by this Agreement may be required in the line of duty to perform duties growing out of or connected with labor disputes which may arise within the City. The Union agrees that no disciplinary action or other action will be taken by the Union against any employee or employees covered by this Agreement by reason of any such action or conduct in the line of duty.

Section 6.3. Resumption of Operations

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

Section 6.4. Union Liability

Upon the failure of the Union to comply with the provisions of Section 6.2 above, any agent or official of the Union or any dispatcher covered by this Agreement engaged in prohibited activities shall be subject to the provisions of Section 6.5 below.

Section 6.5. Discipline of Strikers

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

this Agreement and shall not be subject to the provisions of the grievance procedure except that the issue of whether an employee in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

Section 6.6. No Lockout

The City will not lock out any employee(s) covered by this Agreement during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE VII - UNION REPRESENTATIVES

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

Section 7.1. Attendance at Union Meetings

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

Section 7.2. Grievance Processing

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

Section 7.3. PB&PA/PBLC Delegates

Any employee(s) chosen as delegate(s) to a PB&PA/PBLC State or National Conference will, upon written application approved by the Union and submitted to the Employer with at least fourteen (14) days notice, be given a leave of absence without pay for the period of time required to attend such convention or conference. This period of time shall not exceed one (1) week. No more than one (1) employee per classification may take leave as a delegate under this provision.

Section 7.4. Union Negotiating Team

Members designated as being on the Union negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties with loss of pay. If a designated Union negotiating team member is in regular day off status on the day of negotiations, she will not be compensated for attending the session.

ARTICLE VIII - BILL OF RIGHTS

Section 8.1. Photo Dissemination

Subject to the provisions of the Illinois Freedom of information Act, no photo of an employee under investigation shall be provided by the Employer to the media prior to a conviction for a criminal offense or prior to a decision being rendered.

Section 8.2. Compulsion of Testimony

The Police Department shall not compel an employee under investigation to speak or testify before, or to be questioned by any non-governmental agency relating to any matter or issue under investigation. This provision does not apply to the Employer or its attorneys who shall have the right to question an employee relating to any matter which may subject the City to potential liability.

Section 8.3. Administrative Leave

The decision as to whether an employee will remain in pay status pending the outcome of an administrative or criminal trial shall be made on a case by case basis, and shall be equitably and reasonably made given the circumstances of each individual case. Any decision of the employer to remove an employee from in-pay status pending the outcome of any administrative or criminal charges shall be grievable pursuant to Article XII.

ARTICLE IX - PERSONNEL FILES

Section 9.1. Personnel Files

The Employer shall keep a central personnel file within the bargaining unit for each employee.

Section 9.2. Inspection

Upon request of an employee, the Employer shall reasonably permit an employee to inspect her personnel file subject to the following:

- (a) Such inspection shall occur within a reasonable time following receipt of the request;
- (b) Such inspection shall occur during daytime working hours Monday through Friday upon reasonable request;
- (c) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein;
- (d) Upon written authorization by the requesting employee, in cases where such employee has a written grievance pending, and is inspecting her file with respect to such grievance, that employee may have a representative of the Union present during such inspection and/or may designate in such written authorization that said representative may inspect her personnel file subject to the procedures contained in this Article.

Section 9.3. Notification

Employees shall be given immediate notice by Employer when a formal, written warning or other disciplinary documentation is permanently placed in their personnel file. An employee may attach to any material placed within their file a letter of rebuttal, which must remain in the file along with the material. Employees must sign or initial any material relating to disciplinary action which is placed in their file.

ARTICLE X - DISCIPLINE AND DISCHARGE

Section 10.1. Discipline and Discharge

The parties recognize the principles of progressive and corrective discipline. Disciplinary action or measures shall include only the following: oral reprimand, written reprimand, suspension, and discharge. Disciplinary action may be imposed upon an employee only for just cause. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public subject, however, to the provisions of the Illinois Open Meetings Act and Freedom of Information Act. Any dispute concerning discipline and/or discharge shall follow the procedure(s) set forth in Article XII.

Section 10.2. Limitation

The Employer's agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline which is commensurate with the severity of the offense including immediate discharge. The Employer shall notify both the employee and Union of disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense.

Section 10.3. Pre-disciplinary Meeting

For discipline other than oral and written reprimands, prior to notifying the employee of the contemplated discipline to be imposed, the Employer shall notify the Union of the meeting and then shall meet with the employee involved and inform the employee of the reason for such contemplated discipline, including any names of witnesses and copies of pertinent documents. The employee shall be informed of her contractual rights to Union representation and shall be entitled to such, if so requested by the employee, and the employee and Union Representative shall be given the opportunity to rebut or clarify the reasons for such discipline. If the employee does not request Union representation, a Union Representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

ARTICLE XI - DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 11.1. Definition of a Grievance

A grievance is defined as any unresolved difference between the Employer and the Union or any employee regarding the application, meaning or interpretation of an express provision of this Agreement or which involves an alleged violation of an express provision of this Agreement.

Section 11.2. Dispute Resolution

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute shall be made between the employee and her immediate supervisor. The employee shall make her complaint to her immediate supervisor. The supervisor will notify the employee of the decision within five working days following the day when the complaint was made. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete her assigned work task and complain later.

Section 11.3. Representation

Grievances may be processed by the employee, or a Unit or PBLC Representative, at the Union's election, on behalf of an employee or on behalf of a group of employees. Either party may have the grievant, or one grievant representing group grievants, present at any step of the grievance procedure, and the employee is entitled to a Unit representative and/or a PBLC Representative at each and every step of the grievance procedure upon her request. Grievances may be filed on behalf of two or more employees only if the same facts, issues and requested remedy apply to all employees in the group.

Section 11.4. 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, and the signature of the grieving employee(s) and the date.

Section 11.5. Time Limitations

Unless a grievance is timely filed, it shall be deemed waived. 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 resolved at the last response.

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, except Step 4. Time limits may be extended by mutual agreement.

Section 11.6. Grievance Processing

No employee or Unit Representative representative shall leave her work assignment to investigate, file or process grievances without first securing permission of her supervisor. In the event of a grievance, the employee shall always perform her assigned work task and grieve her complaint later, unless the employee reasonably believes that the assignment endangers her safety. Grievances shall not be investigated during working hours.

Section 11.7. Grievance Meetings

A maximum of two (2) employees (the grievant and/or Unit Representative) per work shift shall be excused from work with pay to participate in a Step 1 or Step 2 grievance meeting. The employee(s) shall only be excused for the amount of time reasonably required to present the grievance. The employee(s) shall not be paid for any time during which a

grievance meeting occurs outside of the employee's work shift. In the event of a grievance, the employee shall first perform her assigned work task and file her grievance later.

Section 11.8. Steps in Procedure

Disputes arising under this Agreement shall be resolved as follows:

Step 1. If no agreement is reached between the employee and the supervisor, as provided for in Section 2 Dispute Resolution, the employee or the Unit Representative shall prepare a written grievance on a form mutually agreed to as set forth in Appendix B and presented to the Chief of Police no later than ten (10) calendar days after the employee was notified of the decision by the supervisor. Within ten (10) calendar days after the grievance has been submitted, the Chief of Police shall meet with the grievant and/or the Unit Representative, at the Union's election, to discuss the grievance and make a good faith attempt to resolve the grievance. The Chief of Police shall respond in writing to the grievant and the Unit Representative within five (5) calendar days following the meeting.

Step 2. If the grievance is not settled at Step 1, a written appeal may be filed, within five (5) calendar days after the decision of the Chief of Police, to the City Administrator or his designee. At the next regularly scheduled City Council Meeting the City Administrator or his designee shall meet with the PBLC and/or Unit Representative and the grievant, at the Union's election, to discuss the grievance and make a good faith effort to resolve the grievance. The City Administrator or his designee shall respond in writing to the grievant and the PBLC within five (5) calendar days following the meeting.

Step 3. If the grievance is not satisfactorily resolved at Step 2, it may, by mutual agreement only, be submitted for mediation within fifteen (15) calendar days after receipt of the Step 2 response. The parties shall jointly submit a written request to the Federal Mediator and Conciliation Service ("FMCS") requesting the services of a mediator for grievance mediation. The grievance mediation shall be held at a time and place mutually agreeable to the parties and the mediator in an attempt to satisfactorily settle the grievance.

Proceedings before the mediator shall be informal and the mediator will have the right to meet jointly and/or separately with any person or persons at the grievance mediation conference. The mediator shall assist the parties in an attempt to reach a voluntary settlement. If the parties reach a settlement, it shall be reduced to writing and signed by the parties. Nothing herein shall prevent the PBLC and the Employer from entering into any settlement that would not set a precedent for other grievances.

Step 4. If the dispute is not settled at Step 3, the matter may be submitted to arbitration within twenty (20) calendar days after the mediation is completed, or, if the mediation was not agreed to, then within twenty (20) calendar days

after the Mayor's or designee's written decision or the expiration of the five (5) calendar day period if the Mayor or designee fails to render a written decision. Within twenty (20) calendar days after the matter has been submitted to arbitration a representative of the Employer and the PBLC shall meet to select an arbitrator from a list of mutually agreed-to arbitrators. If the parties are unable to agree on an arbitrator within ten (10) calendar days after such meeting, the parties shall request the Federal Mediation and Conciliation Services to submit a list of seven (7) arbitrators. Either party shall have the right to reject one entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer representative and the PBLC. A coin toss shall be used to determine the first strike. The loser of the coin toss shall strike first. The person whose name remains on the list shall be the arbitrator. The arbitrator shall be notified of her selection by a joint letter from the Employer and the PBLC. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of the Employer and PBLC representatives and shall be notified of the issue where mutually agreed by the parties, All hearings shall be held in the City of Troy, Illinois, unless otherwise agreed to.

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 PBLC 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.

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, including whether the grievance time limits set forth above have been met.

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

Section 11.9. Authority of the Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to nor subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement as submitted to him/her by the parties and shall have no authority to make a decision on any issue not so submitted to him/her. The arbitrator shall have the power to determine the issue raised by the grievance as submitted in writing at Step 1. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable federal or state law or public policy. The arbitrator shall submit his or her decision

in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension, thereof the decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented, consistent with applicable law and public policy. The arbitrator shall have the authority to fashion an award consistent with the requested remedy. A decision rendered consistent with the terms of this Agreement shall be final and binding.

ARTICLE XII - SENIORITY

Section 12.1. Definition of Seniority

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service or employment covered by this Agreement from the date of last hire within the Police Department less any adjustments due to layoff, approved leaves of absences or other breaks in continued services for purposes of all benefits provided herein.

Section 12.2. Probation Period

An employee is a "probationary employee" for her first eighteen (18) months of employment. No matter concerning the discipline, layoff or termination of, a probationary employee shall be subject to the grievance and arbitration procedures. A probationary employee shall have no seniority, except as otherwise provided in this Agreement, until he has completed her probationary period. Upon the completion of her probationary period, he will acquire seniority from her date of hire. Wage increases for probationary employees shall remain as outlined in Article XX.

Section 12.3. Seniority List

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

Section 12.4. Termination of Seniority

An employee shall be terminated by the Employer and her seniority broken when he:

- a) quits by written resignation; or is
- b) discharged for just cause; or
- c) is laid off pursuant to the provisions of the applicable agreement for a period of twelve (12) months; or
- d) accepts gainful employment while on an approved leave of absence from the Police Department; or

- e) is absent for two scheduled work days without proper notification or authorization; or
- f) fails to return to work at the conclusion of an approved leave of absence for a period of three (3) consecutive days unless rendered incapable; or
- g) retires.

Section 12.5. Seniority While On Leave

Employees will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence.

Section 12.6. Conflicts in Vacation or Personal Days

Employees shall select the periods of their annual vacation in accordance with Section 13.1 of this Article or by mutual agreement of the parties. Any conflict resulting from the selection process shall be resolved by seniority. The more senior employee by virtue of seniority shall have first choice.

ARTICLE XIII - LAYOFF

Section 13.1. Layoff

In the event the Employer determines a layoff is necessary, due only to insufficient funds, lack of work, or act of nature, employees shall be laid off in the inverse order of their seniority unless compliance with State or Federal law requires otherwise.

Section 13.2. Layoff Order

Probationary employees, temporary and part-time employees shall be laid off first, then full-time employees shall be laid off in inverse order of their seniority. Individual employees shall receive notice in writing of the layoff not less than thirty (30) days prior to the effective date of such layoff.

Section 13.3. Recall

Employees shall be recalled from layoff according to their seniority. No new employees at all shall be hired until all employees on layoff in that particular job classification desiring to return to work shall have been given the opportunity to return to work. Recall rights under this provision shall terminate twelve (12) months after layoff.

In the event of recall, eligible employees shall receive notice of recall either by actual notice or by certified mail, return receipt requested. It is the responsibility of all employees eligible for recall to notify the Chief of Police of their current address. Upon receipt of the notice of recall, employees shall have seven (7) calendar days to notify the Chief of Police of their acceptance of the recall. The employee shall have seven (7) calendar days thereafter to report to duty.

ARTICLE XIV - HOLIDAYS

Section 14.1. Paid Holidays

The Employer agrees that the days designated herein as holidays shall be considered holidays and shall be compensable on the observed day of the holiday as set forth herein.

Section 14.2. Designated Holidays

New Year's Day	January 1 st
MLK Birthday	Observed Date
Lincoln's Day	Observed Date
Easter	Observed Date
Memorial Day	Observed Date
Independence Day	July 4 th
Labor Day	Observed Date
Veteran's Day	November 11 th
Thanksgiving Day	Observed Date
Day After Thanksgiving	Observed Date
Christmas Day	December 25 th

Section 14.3. Compensation for Designated Holidays

(a) Worked Holidays

Employees scheduled to work on a paid holiday shall be paid double time and one-half in cash or compensatory time at the employee's discretion for actual hours worked plus their holiday pay.

(b) Non-Worked Holidays

Employees covered by this Agreement when their regularly scheduled day off falls on the actual day of a designated holiday, shall be paid a regular day's holiday pay (a day equals eight hours).

ARTICLE XV - VACATIONS

Section 15.1. Vacation Leave

All full-time employees shall earn vacation time. Employees on an unpaid leave of absence or layoff shall not accrue vacation time. Vacation selection shall occur during January and February each year. Vacation schedule for the year shall be posted March 1 each year. Eligible employees shall earn vacation time in accordance with the following schedule on employment anniversary dates as follows:

1 thru 4 years:	80 hours
5 thru 9 years:	120 hours
10 thru 19 years:	160 hours
20 years plus:	200 hours

Section 15.2. Vacation Use

If vacations are canceled due to an emergency, they are to be rescheduled by mutual agreement of the employee and the supervisor. Forty hours of vacation leave may be taken in one (1) day increments subject to the approval of the Supervisor.

Section 15.3. No-Accumulation

Vacations must be taken prior to the Dispatcher's Anniversary date in the year subsequent to the year they are earned, or they will be lost. No accumulation of vacation hours is allowed. Vacation pay in lieu of vacation is not allowed. An employee shall be paid the pro-rata share for all vacation earned in the event of resignation or retirement.

ARTICLE XVI - SICK LEAVE

Section 16.1. Allowance

It is the policy of City of Troy to provide protection for its full-time employees against loss of income because of illness. All eligible employees are encouraged to save as much sick leave as possible to meet serious illness situations. Sick leave is not intended for a one-day vacation nor to be used to extend vacation periods or holidays. Any employee contracting or incurring any non-service connected illness or injury, which renders such employee unable to perform the duties of her employment shall receive sick leave with pay in accordance with this Agreement.

Section 16.2. Accumulation

Sick leave will be granted at the rate of eighty hours per year. Sick leave may be accumulated and carried over from year to year up to a maximum of 120 days (a day equals 8 hours). For retirement purposes only, the employee may accumulate up to a maximum of one hundred and twenty (120) days of sick leave. If an employee's employment terminates, other than for disciplinary reasons, the employee shall be compensated for unused accumulated sick leave days at the rate of a 20% buy back. Upon retirement, an employee shall be compensated at the rate of 100% buy back.

Section 16.3. Non-Use Bonus

After one (1) year without taking any sick leave, a bonus of one (1) day's pay shall be awarded to the employee.

After two (2) years of consecutive service without taking any sick leave, a bonus of two (2) day's pay shall be awarded to the employee.

After three (3) years of consecutive service without taking any sick leave, a bonus of three (3) day's pay shall be awarded to the employee.

After four (4) years of consecutive service without taking any sick leave, a bonus of four (4) day's pay shall be awarded to the employee.

Section 16.4. Procedures

No employee will be permitted to take leave if it has not yet been earned. Sick leave shall be paid at full pay at the current rate of compensation.

Sick leave may be utilized by employees when they are sufficiently ill so that good judgment would determine it best not to report to work or in the event of injury not arising out of or in the course of their employment, for routine medical and dental appointments. All foreseeable leave for such purposes shall require a specific prior approval of the Chief of Police or designee.

Any absence of more than two (2) working days shall require a physician's statement of release and verification substantiating that the employee may return to work.

Notice of an employee's desire to return to work after an extended illness must be given to the Chief of Police no less than three days in advance. The Chief of Police or designee may direct an employee who appears ill to leave work to protect the health of others.

An employee shall be paid sick leave equivalent to increments of an eight (8) hour work day.

The Chief of Police shall maintain a record of sick leave accrual, sick leave taken, and the balance of sick leave allowance available for the individual employees.

- a) If the employee works at least one-half (1/2) of her schedule shift and is granted sick leave, the employee will not be charged for sick leave for the remainder of her shift for that day.
- b) The employee, however, retains the right to receive her non-use bonus as set forth in Section 17.3 if Section a) is granted only one (1) time during the calendar year of May 1 to April 30, respectively.
- c) If the employee fails to work at least one-half (1/2) of her scheduled shift and is granted sick leave, the employee will be charged for sick leave for the remainder of her shift for that day, and not be eligible to receive her non-use bonus as set forth in Section 17.3.

ARTICLE XVII - LEAVES OF ABSENCE

Section 17.1. Discretionary Leave

- (a) The Chief of Police may recommend to the City Council leaves of absence, without pay or salary, to employees under her supervision for job-related reasons (such as further training or study), which will enable employees to perform their usual and customary duties with greater efficiency and expertise, or for other valid reasons (such as prolonged illness of the employee, her spouse, or her child or children, or childbirth). The City Council may in its sole discretion approve or deny the recommendation.

- (b) The City Council may in its sole discretion assure an employee who is granted such leave, that the employee's position, or job, will be restored to her at the conclusion of such leave; provided, however, that the employee's employment by the City might, and could, be terminated if, during the period of such leave, the employee's position, or job, were to be eliminated by action of the City Council or the enactment or amendment of State or Federal legislation would result in the elimination of such position or job. In that event, any person hired to fill the employee's position, or to perform her usual and customary duties during the employee's leave will be discharged so as to permit such employee to resume employment.
- (c) No leave shall be granted for a period exceeding one-hundred and eighty (180) consecutive calendar days, nor shall any employee be granted a leave, or leaves, totaling more than one-hundred and eighty (180) days in a given calendar year without the approval of the City Council.
- (d) An employee on leave will not accrue any benefits.
- (e) The Employer agrees to abide by the terms of the Family Medical Leave Act, as amended.

Section 17.2. Absence Due to Death in Immediate Family

- (a) In the event of the death of an immediate family member, an employee shall be permitted to be absent from her job for three (3) working days for each occurrence, and for each such day's absence, the employee shall receive compensation at her normal rate of pay. If the employee desires to be absent for more than three (3) working days, he may utilize previously earned, unused, paid leave and receive compensation for each such additional day's absence at her normal rate of pay, provided that the Chief of Police approves such additional absence.
- (b) Any absence to attend the funeral of anyone who is not a member of an employee's immediate family may be arranged with the Chief of Police, without pay, but previously earned and unused paid leave may be utilized in such case with the consent of the Chief of Police.

Section 17.3. Jury Duty

An employee required to serve on a grand jury or petite jury shall be granted leave for the period required to serve on such jury without loss of pay. Such employees shall sign a waiver of any compensation otherwise due them for serving on such jury.

Section 17.4. Definition of Family

A member of the immediate family shall be defined to be any employee's mother, father, wife, husband, daughter, or son (including step or adopted), sister or brother (including half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent and grandchild.

Section 17.5. Prohibition Against Misuse of Leaves

During any leaves granted pursuant to the terms of this Agreement, regardless of being with or without pay, an employee may not be gainfully employed or independently self-employed without prior approval by the Employer. Violation of the provisions contained within this Agreement shall subject the employee to immediate discharge and loss of all benefits and rights accrued pursuant to the terms of this Agreement.

Section 17.6. Personal Leave Hours

The Employer will provide twenty-four (24) personal leave hours in each year of the Agreement. Such hours would be used in either 12 or 8-hour increments, depending on shift assignment.

ARTICLE XIII - HOURS OF WORK/OVERTIME

Section 18.1. Workday and Workweek

The workday for employees covered by the terms of this Agreement shall be up to twelve (12) consecutive hours. The current work schedule shall remain in effect until such time that the parties meet and negotiate a new work schedule.

Each employee shall be allowed a paid thirty (30) minute meal period per normal workday. This meal shall be considered out of service time during which the employee will be subject to priority calls. Employees will be allowed to take periodic breaks as long as they are not out of service and properly perform their duties.

All time in excess of the hours worked in the scheduled work day and the scheduled work week shall be compensated in accordance with Section 19.2.

Section 18.2. Overtime Payment and Procedure

(a) Overtime Pay

Employees shall be paid overtime for all hours worked in excess of their scheduled work day at the overtime rate, hereby defined as one and one-half the employee's regular standard rate of pay. Only hours actually worked shall count toward overtime pay. Sick or unpaid leaves shall not be included in computing the time worked for overtime payment.

(b) Compensatory Time in Lieu of Pay

Subject to the approval of the Employer, the employee may elect to receive compensatory time in lieu of overtime pay. Compensatory time shall be granted at the rate of one and one-half hour for each hour of overtime actually worked. Employee shall be allowed to accumulate up to 120 hours of compensatory time. Compensatory time may be used at such times and in such time blocks as are mutually agreed upon between the employee and the supervisor and permission to utilize compensatory time off shall not be unreasonably denied by the supervisor if operating requirements will not be adversely affected. Approval to utilize compensatory time shall occur within forty-eight (48) hours of the employee's written request.

At the Employer's option, any compensatory time from eighty (80) hours to one hundred and twenty (120) hours will be paid to the employee on the last paycheck in December of each contract year.

Section 18.3. Callback

A callback is defined as an official assignment of work which does not continuously precede or follow an dispatcher's regularly scheduled working hours. Employees reporting back to the Employer's premises at a specified time on a regular scheduled workday shall be compensated for two (2) hours at the appropriate overtime rate or be compensated for the actual time worked, whichever is greater, at the overtime rate. An employee shall not be entitled to callback compensation when an employee is called back to correct an error or omission or to complete an assignment or duty which the employee should have completed during her shift.

Section 18.4. Court Time

Employees covered by this Agreement, required to attend court outside their regularly scheduled work hours, shall be compensated at the overtime rate with a minimum of two (2) hours for the actual time spent traveling to and from the respective courthouse and attending court.

Section 18.5. Bulletin Board/Notice

Work Schedules showing the employee's normal shifts, work days and hours shall be posted on all department bulletin boards at all times, at least fourteen (14) days prior to the beginning of schedule.

Nothing in this section prohibits a Dispatcher from requesting additional time off within the fourteen (14) days prior to the beginning of the schedule. Said requests shall not be unreasonable denied provided that no other Dispatcher is adversely impacted by the request without their consent.

Subject to the approval of the Chief of Police or her designee, employees shall continue to be allowed to trade shifts so long as operational requirements are met.

Section 18.6. No Pyramiding

Compensation shall not be paid more than once for the same hours under any provision of this Agreement. Hours compensated under one rate of compensation shall not be compensated under any other rate of compensation.

Section 18.7. Sunday Compensation

Premium compensation will be two and one-half (2 ½) times the regular rate of pay. Sunday will be recognized as the premium compensation day for all employees not regularly scheduled to work on Sundays. For employees working the current rotating schedule, the Sunday and Tuesday that they are not scheduled to work will be recognized as their premium compensation days. For the purpose of this section, the applicability of premium compensation is determined by the day on which the work commenced, regardless of the number of hours worked on that day.

Section 18.8. Overtime Opportunities

Employees shall be given equal opportunity for extra overtime hours or shifts. "Extra overtime or shifts" refers to filling vacant positions on the schedule, special details, or -filling extra staffing situations; "Incidental overtime" refers to overtime generated by circumstances at the end of an employee's shift. It is not the intention of this Section to require equal distribution of incidental

overtime and in such instances the Employer is not required to follow this Section. The Employer shall assign extra overtime hours or shifts as they become available. The Employer shall contact employees for extra overtime hours or shifts from a call list, noting all contacts made, on a rotating seniority basis beginning with the most senior dispatcher. An employee contacted for overtime but unavailable shall be passed over in favor of the next available employee. The call list shall be available for inspection by the employees during regular working hours. The Employer shall endeavor to keep extra overtime hours or shift opportunities as equal as possible among department employees.

Mandatory overtime that is not otherwise incidental overtime shall be distributed on a rotation basis in the inverse order of seniority.

This Section shall not apply in emergency or disaster situations as determined by the Chief of Police.

ARTICLE XIX - WAGES

Section 19.1. Base Wages

Probationary employees shall receive 90% of the base pay. After the completion of six (6) months, probationary employees shall receive 95% of the base pay. After the completion of the first year, the employees shall receive base hourly wage increases in the following amounts: effective 5/1/18 – 2.75%, effective 5/1/19 – 2.5%, effective 5/1/20 – 2.5%, effective 5/1/21 – 2.5%.

Section 19.2. Longevity

(a) Longevity Pay

In addition to their annual base wage, employees shall receive longevity pay based upon completed years of full-time continuous service as of their anniversary date of employment according to the following schedule:

Years of Full Time Completed Service	Percent of Employee's Pay Added to Base
3	1%
6	2%
9	3%
12	4%
15	5%
18	6%
21	7%
24	8%
27	9%

Wage increases pursuant to this Article, including longevity pay, shall be applied to the eligible employee's current hourly rate at the time of the increase.

(b) Longevity Service Award

Employees shall be paid an award at 5, 10, 15, 20, 25 and 30 year increments at a rate of \$300, \$600, \$1100, \$1400, \$1700, and \$1800, respectively, for each of these increments to be effective beginning with this contract.

Section 19.3. Educational Incentive

Upon approval by the City Administrator, employees may receive a reimbursement of fifty percent (50%) for tuition, academic fees and books for any course which the City Administrator determines is job related or part of a degree program which is job related and the employee successfully completed the course with a "C" or better grade or a "pass" grade in a pass/fail course.

In addition, in order to receive the reimbursement, the employee must present written proof of payment for the course or tuition, academic fee or books for which the employee seeks reimbursement and written proof (e.g. transcript or grade report) of successful completion of the course.

As a condition of receiving the reimbursement, the employee shall return the reimbursement to the City if the employee voluntarily or -involuntarily terminates employment with the City (except for termination by layoff) within five (5) years of receiving an educational benefit.

Employees covered by this Agreement shall be entitled to the same educational benefits granted non-bargaining unit members of the police department by the Employer on April 17, 2000.

Section 19.4 – LEADS Coordinator

There shall be the position of LEADS Coordinator within the Dispatch Unit of the Troy Police Department. The position of LEADS Coordinator shall receive an additional two (\$2) dollars per hour.

Future vacancies in the position of LEADS Coordinator shall be filled as follows: The Chief of Police shall establish the requirements for the position of LEADS Coordinator. The Chief shall post a vacancy announcement, and current Dispatchers may apply for the position. Seniority shall be given consideration, however, the decision as to whom shall be appointed to the position shall belong to the Chief of Police.

Section 19.5. Trainer Dispatcher

Dispatchers assigned to the duties of a Training Dispatcher shall receive an additional fifty cents (\$.50) per hour for every hour spent conducting those duties.

ARTICLE XX - INSURANCE

Section 20.1. Health Insurance

The Employer agrees to provide a Health Insurance Plan for employees and their dependents consistent with the city-wide insurance benefit package. The employee's contribution toward the cost of the insurance benefit package will be Twenty (20%) percent and the Employer's contribution shall be Eighty (80%) percent.

In the event of changes in the citywide insurance benefit package, such changes may be implemented by the Employer. However, following implementation of the changes in the citywide insurance benefit package, the employees may exercise their impact bargaining rights under the Illinois Public Labor Relations Act. The union agrees that the cost sharing of premiums shall be the only issue subject to impact bargaining.

Any changes in benefits that are consistent with city-wide policies and practices other than changes in the cost sharing of premiums, will not be subject to impact bargaining during the term of this Agreement.

Section 20.2. Life Insurance

The Employer will provide a \$15,000.00 group life insurance policy for each employee covered by the terms of this Agreement.

Section 20.3. Retired Personnel

Employees covered by this Agreement who retire from the City, and who are immediately eligible to receive pension benefits from the Illinois Municipal Retirement Fund (IMRF), shall for purposes of the City's group medical insurance plan, continue to be eligible to participate in the plan. The City shall pay 75% of the health insurance benefit premium and the Employee shall pay 25% of the premium. Eligibility shall continue until the Employee is eligible for Medicare.

ARTICLE XXI - LABOR MANAGEMENT/SAFETY COMMITTEE

Section 21.1. Labor Management Conferences

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a labor-management conference and expressly providing the agenda for such meeting. Such meetings and locations shall be limited to:

- (a) Discussion of the implementation and general administration of this Agreement.
- (b) A sharing of general information of interest to the parties.
- (c) Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.

- (d) Discussion of pending grievances on a non-binding basis to attempt to adjust such grievances and to discuss procedures for avoiding further grievances.
- (e) Items concerning safety issues.

The Employer and the Union agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be maintained for the maximum protection of the citizens of the State of Illinois.

To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

Section 21.2. Integrity of Grievance Procedure

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

Section 21.3. Safety Issues

Any report or recommendation which may be prepared by the Union or the Employer as a direct result of a labor-management conference discussion will be in writing and copies shall be submitted to the Employer and the Union.

Section 21.4. Union Representative Attendance

When absence from work is required to attend labor-management conferences, employees shall, before leaving their work station, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Employees attending such conferences shall be limited to two (2).

ARTICLE XXII - GENERAL PROVISIONS

Section 22.1. Use of Feminine Pronoun

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

Section 22.2. Work Rules

Work rules of the Troy Police Department which are not in conflict with this Agreement shall continue in full force and effect.

Section 22.3. Clothing and Equipment Allowance

The Employer shall provide an initial issuance of uniform and equipment items as set forth in Appendix C. All property issued or provided by the City shall remain the property of the City and shall be immediately returned to the City upon separation from employment. All non-probationary employees covered by the terms of this Agreement shall receive a sum for the maintenance of all other clothing and equipment.

Dispatchers shall receive \$350.00 annually in their account for the maintenance of said clothing and equipment. The employees shall submit written proof of payment in order to be reimbursed from the account. Employees shall only purchase clothing or equipment that is job related and necessary to the performance of their duties.

In the event the Employer mandates a change in the employee uniforms or equipment, the Employer shall be responsible for the cost of such changes.

Section 22.4. Residency

Employees shall be required to reside within ten (10) miles of the City of Troy.

ARTICLE XXIII - TESTING

Section 23.1. Psychological Testing

An employee may only be required to submit to psychological testing when there is just cause to believe that an employee suffers from a psychological condition that interferes with the proper performance of the essential functions of her official duties. Further, the employee shall be considered a "recipient" within the meaning of Illinois statutes and such testing, whenever conducted by a psychologist or psychiatrist, shall be considered to be the practice of clinical psychology within the meaning of these statutes.

If the testing results in a recommendation that the employee is unfit to perform her regular and normal duties, then the employer shall to the extent possible make reasonable accommodations to allow the employee to maintain her/his then current work status, without loss of pay or other economic benefits. In the event such a reasonable accommodation does not exist, the employee shall be suspended from duty without pay but without loss of seniority rights and shall be entitled to exercise any vacation or leave benefits which exist by virtue of the Collective Bargaining Agreement or by law.

The Union may challenge the recommendation and, in such event, the Village and the Union must meet and jointly agree upon a psychologist or psychiatrist to examine and issue a report including an opinion as to the employee's ability to properly perform the essential functions of her/his official duties. Employment shall terminate if that report concludes that the employee is unable to perform the essential functions of her/his job. In the event the report concludes that the employee is able to perform the essential functions of her/his job with a reasonable accommodation, the Employer will determine whether such an accommodation exists.

Section 23.2. Substance Abuse Testing

A) It is the policy of the Employer that the public has the right to expect persons employed by the Employer to be free from the effect of drugs and alcohol. The Employer has the right to expect their employees to report to work fit and able for duty.

B) Employees shall be prohibited from:

- (a) Consuming or possessing alcohol or illegal drugs at any time during working hours or anywhere on City premises or job sites, including all City buildings, properties, vehicles, and the employee's personal vehicle while engaged in City business, except as required in the line of duty;
- (b) Illegally selling, purchasing, or delivering any illegal drug, except as required in the line of duty;
- (c) Being under the influence of alcohol or illegal drugs during working hours;
- (d) Being under the influence of illegal drugs at any time except as prescribed by a physician;
- (e) Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking

C) Order to Submit to Testing

An employee may be required to submit to random testing as directed by the Employer. Upon being ordered to submit to testing, the Employer shall provide the employee with a written notice of the order setting forth the reasons for the order to test. The employee shall be permitted a reasonable opportunity, not to exceed one hour, to consult with a representative of the Union at the time the order is given. During the one hour time period the Employer shall have the right to observe or monitor the employee at all times. Refusal to submit to such testing shall subject the employee to immediate discipline up to and including immediate discharge, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

D) Tests to be Conducted

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

- a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- b) insure that the laboratory or facility selected conforms to all NIDA standards;

- c) establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No employee covered by the Agreement shall be permitted at any time to become part of such chain of custody.
- d) collect a sufficient sample of the same body fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;
- e) collect samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration;
- f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug metabolites;
- g) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Chief within forty-eight (48) hours of receiving the results of the tests;
- h) require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein, (e.g. billings for testing that reveal the nature or number of tests administered). The Employer will not use such information in any manner or forum adverse to the employee's interest;
- i) require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing that an alcohol concentration of .03 or more based upon the grams of alcohol per 100 milliliters of blood be considered impaired for the purpose of this Article;
- j) provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results;
- k) insure that no employee is the subject of any adverse employment action except emergency temporary suspension with pay during the pendency of any testing procedure. Any such emergency suspension shall be immediately discontinued in the event of a negative test result.

E) Right to Contest

The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

F) Voluntary Requests for Assistance

The Employer shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem so long as such treatment request occurs prior to a request for substance testing other than the Village may require, suspension or reassignment of the employee with pay if he is then unfit for duty in her current assignment. The Employer shall make available through appropriate agencies a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the employee's interests, except reassignments as described above. The Employee shall use all accumulated sick leave to participate in a rehabilitation program. Once sick leave is exhausted, the Employee may request the use of other accumulated time per Article XVIII - Leaves of Absence. Once an Employee has exhausted all accumulated sick leave and other time the Employee may request a leave of absence without pay. Under no circumstances shall the leave of absence without pay exceed one hundred eighty (180) days. No vacation, sick leave, holiday or other benefits shall accrue during a leave of absence and no seniority shall accrue as well.

G) Discipline

Use of proscribed drugs at any time by an employee or a finding that an employee is under the influence of illegal drugs or alcohol during working hours shall be cause for discipline, including termination, subject to the grievance procedure. While all such disciplinary issues may be subject to the grievance procedure, all other issues relating to the drug and alcohol testing process (e.g., whether there is reasonable suspicion for ordering an employee to take a test, whether a proper chain of custody has been maintained, etc.) may also be grieved in accordance with the grievance and arbitration procedure set forth in this Agreement.

In the first instance that an employee tests positive on both the initial and the confirmatory test for drugs or is found to be under the influence of alcohol, and for whom it has been deemed appropriately should undergo treatment instead of or in addition to some disciplinary action, and all employees who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any additional disciplinary or other adverse employment action by the Employer. The foregoing is conditioned upon:

- a) the employee agrees to appropriate treatment as determined by the physician(s) involved;

- b) the employee permanently discontinues her use of illegal drugs or abuse of alcohol;
- c) the employee completes the course of treatment prescribed, including an "aftercare" group for a period of up to three months.

Employees who do not agree to the foregoing, or who test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline, up to and including discharge.

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

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

ARTICLE XXIV - 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 XXV - INDEMNIFICATION

Section 25.1. Employer Responsibility

The Employer shall be responsible for, hold employees harmless from and pay for damages or moneys which may be adjudged, assessed, or otherwise levied against any employee covered by this Agreement.

Section 25.2. Legal Representation

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

Section 25.3. Cooperation

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

Section 25.4. Applicability

The Employer will provide the protections set forth in Section 26.1 and 26.2 above, so long as the employee is acting within the scope of her employment, is not found to be guilty of intentional or willful misconduct or criminal misconduct and cooperates with the Employer, as defined in Section 26.3, in the investigation and defense of the action(s) or claim(s), in accordance with Illinois law.

ARTICLE XXVI - COMPLETE 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 XXVII - DURATION AND SIGNATURE

Section 27.1. Term of Agreement

This Agreement shall be effective upon execution and remain in effect until to April 30, 2022. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party to the other not more than one-hundred and twenty (120) days nor less than ninety (90) days prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 27.2. Continuing Effect

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

SIGNATURES

In Witness whereof, the parties hereto have affixed their signatures this 8th day of MAY, 2018.

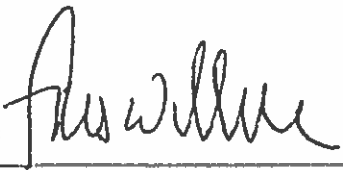
For the Employer:



Mayor



City Clerk

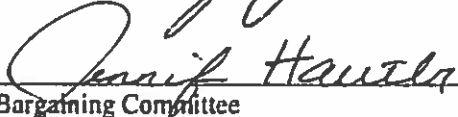


City Attorney

For the Employees:



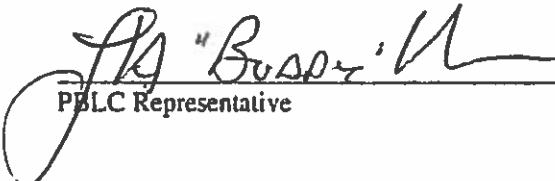
Union Steward



Bargaining Committee



Bargaining Committee



PBLC Representative



APPENDIX A – GRIEVANCE FORM

GRIEVANCE

(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: _____

Remedy Sought: _____

Given To: _____ Date/Time: _____

Grievant's Signature _____ PBLC Representative Signature _____

EMPLOYER STEP ONE RESPONSE

Employer Representative Signature _____ Position _____

Person to Whom Response given _____ Date _____

STEP TWO

Reason for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature _____ PBLC 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 PBLC Representative Signature

EMPLOYER 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 PBLC Representative Signature

EMPLOYER'S STEP FOUR RESPONSE

Employer Representative Signature Position

Person to Whom Response Given Date

**REFERRAL TO ARBITRATION by
The Policemen's Benevolent Labor Committee**

Person to Whom Response Given Date

PBLC Representative

APPENDIX B – DUES DEDUCTION FORM



**POLICEMEN'S BENEVOLENT & PROTECTIVE
ASSOCIATION
LABOR COMMITTEE**
840 South Spring Street, Suite A
Springfield, Illinois 62704

OFFICIAL DUES DEDUCTION FORM

I, the undersigned, hereby authorize the regular monthly deduction of dues and assessments as may be levied from time to time by the Policemen's Benevolent Labor Committee. Said dues, to be deducted twice per month, shall be remitted and made payable to the Policemen's Benevolent Labor Committee at 840 South Spring Street, Suite A, Springfield, Illinois 62704. Any objection to said dues may be processed through the Illinois State Labor Relations Board pursuant to the Board's Rules and Regulation. The Labor Committee certifies that all dues and assessments will be utilized for the sole purpose of collective bargaining, contract administration, and/or the legal defense of its members. The Labor Committee further certifies that the full amount of fair share dues covers only the cost of collective bargaining and contract administration.

_____ Full membership @ \$38.00 per month

_____ Fair share @ \$38.00 per month

Signature: _____

Print name: _____

Date: _____

Unit Name: _____

APPENDIX C - UNIFORM AND EQUIPMENT LIST

<u>ITEM</u>	<u>QUANTITY</u>
Summer Shirts	3
Winter Shirts	3
Trousers	3
Pair of Shoes	1
Winter Coat	1

END OF DOCUMENT