

COLLECTIVE BARGAINING AGREEMENT

Between

City of Belleville, Illinois

And

Illinois Fraternal Order of Police Labor Council

Representing

Belleville Police Telecommunicators and Secretaries

May 1, 2015 through April 30, 2018

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COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF BELLEVILLE, ILLINOIS
AND
THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL REPRESENTING
BELLEVILLE POLICE TELECOMMUNICATORS AND SECRETARIES

PREAMBLE

This Agreement made and entered into this 9th day of December 2015, by and between the City of Belleville, Illinois, hereinafter called the "Employer", and the Illinois Fraternal Order of Police Labor Council, hereinafter called the "Union".

This Agreement shall take effect as of May 1, 2015, and shall continue in full force and effect for a period of three (3) years, to and including April 30, 2018, and shall renew itself from year to year thereafter unless either party gives notice in writing to the other party at least sixty (60) days prior to the expiration date of its intention to terminate or modify this Agreement. Should neither party to this Agreement notify the other party of its desire for a change within the time specified herein, this Agreement shall continue in full force and effect for the following year and so on, year after year.

All new employees shall be probationary employees during the first twelve (12) month trial period. During the probationary period of employment, employees may be discharged at the discretion of the Employer with recourse under the Grievance Procedure except for Arbitration.

The Employer and the Union mutually agree that their objective is to set forth herein their entire agreement covering rates of pay and wages, hours of employment, and other conditions of employment; to promote the efficiency and productivity of employees serving as Telecommunicators and Police Department Secretaries for the City of Belleville, Illinois; and to provide for prompt and fair settlement of grievance without any work stoppages or other interruptions which interfere with the operation of the Employer. It is the Employer's and the Union's intent to provide the people of Belleville, Illinois, with the highest quality service by mutual agreement through good faith negotiations. The Employer and Union agree to designate Records Clerks as Secretaries.

The term "employee" as used in this Agreement shall refer to full-time Telecommunicators (Dispatchers) and Police Department Secretaries covered by this Agreement.

The parties agree that they will not discriminate against any employee based on any situation that may be covered by Federal or State of Illinois Legislations. Allegations of the foregoing shall not be subject to the grievance and arbitration procedure of this Agreement; however, claims of such violation may be processed by the member through the appropriate outside agency of forum. The parties shall further ensure and maintain a working environment free from harassment, intimidation and coercion at all sites and facilities at which the Union members are assigned to work.

RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining representative for the purpose of collective bargaining with respect to rates of pay wages, hours of employment and other conditions of employment, for all of its full-time Telecommunicators (Dispatchers), Police Department Secretaries and Records Clerks pursuant to Illinois State Labor Relations Board Case No. S-RC-00054.

UNION SECURITY

Section 1 - Dues Deduction Upon receipt of a written and signed authorization form from an employee (attached as Appendix "A"), the Employer shall deduct the amount of the Labor Council dues and the initiation fee, if any, set forth in such form and any authorized increase therein, from the wages of the employee and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Union in accordance with the laws of the State of Illinois, within thirty (30) days after the deductions have been made. The Council shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

Section 2 - Fair Share Any present employee who is not a member of the Union shall, as a condition of employment, 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 effecting wages, hours of work, and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All employees in the bargaining unit hired on or after the effective date of this Agreement and who have not made application for membership, on or after the thirtieth (30th) day of their hire, shall also be required to pay a fair share as defined above.

The Employer shall with respect to any employee on whose behalf the Employer has not received a written authorization as provided for above, the Employer shall 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 Illinois Fraternal Order of Police Labor Council at the address supplied by the Union within thirty (30) days after the deductions have been made, subject only to the following:

- a) The Union has certified to the Employer that the affected employee has been delinquent in his/her obligations for at least thirty (30) days;
- b) 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 Council of the manner in which the Council has calculated the fair share fee;
- c) 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 the said objections adjudicated before an impartial arbitrator assigned by the employee and the Lodge for the purpose of determining and resolving any objections the employee may have to the fair share fee.

Section 3 - Membership List The Employer shall forward to the Illinois Fraternal Order of Police Labor Council a monthly list to accompany the dues/fair share as provided above. This list shall include the names of each employee that has paid the monthly dues as well as those employees, if any, that are paying a fair share obligation.

Section 4 - Indemnification The Union hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of, any action taken by the Employer for the purpose of complying with the provisions of this Article.

ARTICLE 1 - WAGES

Wages for employees covered by this Agreement shall be as listed in Appendix "C" Wage Schedule; consistent with the terms and conditions outlined in this article. All wages are retroactive on all compensable hours to their effective dates.

The employer agrees to match any cost-of-living increases given to any other city bargaining units that exceed the cost of living increase for the duration of this Agreement effective on 05/01/2015. All cost-of-living increases to wages shall be retroactive on all compensable hours to their effective dates.

In the event the employer determines that there are insufficient funds or the lack of work, and layoffs are necessary as a result inadequate or diminishing State funding; the employer and union agree to reopen negotiations to explore and consider alternative measures to include cost-of-living-adjustments to prevent employee layoffs or reduce the number of layoffs and duration. The employer and union agree to no more than thirty (30) days of reopener negotiations. If no alternative measures are agreed to, the employer may proceed with any planned layoffs or other measures in compliance with state and federal law.

Section 1.01 - Telecommunicator Base Wages: Probationary and non-probationary employees shall receive annual wage increases to their base pay as follows: 2.0% on 5/1/2015; 2.0% of 5/1/2016 and 2.0% added to the base wages on 5/1/2017.

Appendix "C" Wage Schedule of this Agreement contains Longevity pay and Uniform Allowance in the hourly rate tables as provided in Article 2 of this Agreement.

Section 1.02 - Police Department Secretaries Base Wages: Probationary and non-probationary employees will receive annual wage increases to their base pay as follows: 2.0% on 5/1/2015; 2.0% of 5/1/2016 and 2.0% added to the base wages on 5/1/2017.

Upon successful completion of their probation, employees will advance to the base wage level. The listed base wages include the uniform allowance as provided in Article 2 of this Agreement, as well as any market adjustments. Appendix "C" Wage Schedule of this Agreement contains Longevity pay and Uniform Allowance in the hourly rate tables as provided in Article 2 of this Agreement.

Employees will also receive longevity pay, which is added to the employee's base wage as follows:

Upon completion of (5) years of service1.0% will be added to employee's pay rate
Upon completion of (10) years of service1.0% will be added to employee's pay rate
Upon completion of (15) years of service2.0% will be added to employee's pay rate
Upon completion of (20) years of service2.5% will be added to employee's pay rate
Effective 05/01/2013:
Upon completion of (25) years of service3.0% will be added to employee's pay rate

Section 1.03 - Shift Premium: Telecommunicators assigned to work the 2:00 p.m. until 2:00 a.m. or 6:00 p.m. until 6:00 a.m. shift shall be paid a shift differential of sixty-five cents (\$0.65) per hour for all hours worked. No shift differential shall be paid to any employee working a 6:00 a.m. until 6:00 p.m. shift. Any applicable shift premium shall also be paid on all overtime hours.

Holiday, vacation and sick pay will be paid at the rate the employee earns more than fifty percent (50%) of their normal schedule.

Section 1.04 - LEADS Advisor Pay: Any employee named to the position of Leads Advisor shall be paid thirty-four (\$0.34) per hour in addition to their regular wages and serve in that position for twelve (12) consecutive months. The Chief of Police shall make the appointment May 1st of each year. The employee may only be removed for cause during the appointment period.

Section 1.05 Chief's Executive Secretary: The Chief of Police may appoint at his discretion an Executive Secretary from the ranks of the bargaining unit or a qualified individual from outside of the bargaining unit. The Chief's Executive Secretary shall receive an hourly pay rate increase of one (\$1.00) dollar per hour above the current union wage rate. The Chief may eliminate the position or replace the employee with another member of the bargaining unit. Removal from this position shall not be subject to Article 11, Grievance and Arbitration provisions of this agreement

Section 1.06 - 911 Telecommunicator Supervisor: Any employee named to the position of 911 Telecommunicator Supervisor shall be paid \$1.25 per hour in addition to the regular wages and serve in that position for twelve (12) consecutive months. The Chief of Police shall make this appointment May 1st of each year. The employee may only be removed for cause during the appointment period.

Section 1.07 - 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 (i.e., straight time, court time, overtime) shall be excluded from any other rate of compensation. When two or more rates of compensation apply to time worked, the single rate most favorable to the employee shall apply.

ARTICLE 2 - UNIFORM ALLOWANCE

Employees must follow departmental policy regarding uniforms and appropriate dress. Effective May 1, 2007, annual uniform allowance of \$400.00 (uniformed employees) and \$275.00 (non-uniformed employees) will be added to the employee's base wage. Said allowance shall be added to the employee's base pay prior to the annual base wage increase being

calculated. Employees shall follow departmental policy regarding uniforms and appropriate dress.

ARTICLE 3 - SENIORITY

Seniority shall be taken into account in the treatment of employees covered by this Agreement. Unless otherwise specifically provided herein, the term "Classification Seniority" as used in this Agreement shall mean the length of full-time service within the bargaining unit classification as hereinafter defined unbroken by resignation or discharge. The Employer will furnish the Union, upon request, a seniority list showing each employee's seniority and job classification; however, such request shall not be made more often than once every six (6) months.

Effective with this Agreement, upon re-employment following a break in service and following a subsequent five (5) years of continuous service, all previous time with the City prior to the break in service shall be bridged and credited to the employee's period of service for seniority purposes, except for the choice of hours and vacations. Any employee hired on or after February 1, 2012 shall not be eligible for the re-employment provisions stated above.

Benefit accrual and calculation of creditable service time towards retirement shall be based upon overall seniority (years of service) with the City of Belleville.

ARTICLE 4 - INSURANCE

Section 4.01 - Health Insurance: Employer agrees to maintain health and welfare coverage under its plan in effect as of May 1, 2015, or similar coverage for the duration of the Agreement.

Effective May 1, 2016, the Employer agrees to pay \$410.00 monthly towards the monthly premium costs of the group life, health, hospital, major medical and dental benefits plan for all employees and their dependents. Monthly premium amounts in excess of the Employer contribution for single and dependent coverage will be shared on a 50/50 basis between the employee and the Employer. The parties agree for this contract that all increased insurance premiums are retroactive to their effective dates and deducted from the employee's compensation. In the event an employee has paid more than the required amount, said amount in excess of the required premium payment will be refunded to the employee. Notwithstanding the above to the contrary, the premium cost sharing and amounts paid towards premiums by members covered by the Agreement shall not be greater than the cost sharing and amounts paid by members of the Police Officer/Sergeant bargaining unit. In the event the Employer's monthly base contribution or percentage increases for members of the Police Officer/Sergeant bargaining unit, the same shall apply to members covered by this Agreement.

The failure of any insurance provider(s) to provide any benefit for which the Employee has contracted, through a self-insured plan or under a group policy issued by an insurance company or other provider, shall result in no liability to the Employer nor to the Union, nor shall such failure be considered a breach by the Employer or the Union of any obligation undertaken under this or any other agreement.

A difference between an employee (or his/her beneficiary) and the insurance carrier(s) or provider(s) or the processor claims shall not be subject to the grievance procedure provided for in this or any other agreement.

Employees who retire from or become disabled due to employment by the Employer and who are vested with the Illinois Municipal Retirement Fund through employment by the Employer are eligible to purchase health and welfare benefits as provided under the health and welfare benefits plan at the time of retirement; provided that: 1) the retiring employee purchases the plan at the time of retirement or disability; 2) the retired or disabled employee coverage is available under the terms of the plan; 3) the retired or disabled employee pays the insurance carrier directly for said health and welfare benefits according to the terms and conditions of said plan; and 4) said plan, benefits, coverage, costs and payment, as well as any changes therein, shall be separate and apart from this Agreement and shall not be subject to the grievance procedure or any other provision of this Agreement.

Section 4.02 - Life Insurance: The Employer will periodically provide a statement of benefits including life insurance coverage.

- a) Life insurance for each employee will be provided by the Illinois Municipal Retirement Fund. Every union member will be provided a current booklet that explains this benefit.
- b) In conjunction with the current health plan, each employee has life insurance as provided in the health care booklet.

Section 4.03 – Insurance: The Employer agrees that it will consider suggestions from the Union for methods in which the Employer may reduce the cost of insurance and/or implement effective cost containment programs. A committee will be formed to address Health and Welfare insurance coverage and membership will include a representative of the bargaining unit.

ARTICLE 5 - HOLIDAYS

Section 5.01 - Designated Holidays: Employees shall receive ninety-six (96) hours of holiday annually for each full calendar year of full-time service as follows:

New Year's Day	Martin Luther King Jr. Day
President's Day	Good Friday
Memorial Day	Independence Day
Labor Day	Veterans Day
Thanksgiving Day	Friday after Thanksgiving Day
Christmas Eve - (4) hours	Christmas Day
New Year's Eve - (4) hours	

In no case shall members of this bargaining unit receive less designated holiday accruals than city hall employees.

Section 5.02 – Telecommunicators: Should a Telecommunicator's employment with the Employer terminate before the end of a fiscal year, he/she shall receive holiday time based on the number of holidays that have occurred during the fiscal year prior to termination.

A Telecommunicator working on a holiday designated under Section 5.01 will be compensated, in addition to their holiday pay, an additional premium of one and one half (1 1/2) times the applicable rate for all hours worked on the holiday.

A Telecommunicator working on Memorial Day or Martin Luther King Day will be paid on those observed holidays. All other holiday overtime will be paid on the actual days on which the holiday falls.

Any additional time worked on said designated holiday in excess of the normal shift of eight (8) hours will be paid at the applicable overtime rate.

A Telecommunicator may carryover up to and including forty (40) hours of holiday leave as provided for in this Article to the next fiscal year to be used in accordance with the provisions of this Article.

For unused holiday leave in excess of said forty (40) hours that may be carried over, a Telecommunicator shall be compensated at his/her straight-time rate of pay within thirty (30) days of the end of the fiscal year.

A Telecommunicator working on a holiday designated under Section 5.01 will be compensated, in addition to the holiday pay, an additional premium of one and one-half (1 1/2) times the applicable rate of the holiday. In order to receive holiday pay, the employee must have worked on the last scheduled workday immediately preceding the holiday and on the next scheduled work day following the holiday, or be on an approved annual vacation day, make up time or legal holiday time. Holiday premium pay will not be paid if a Telecommunicator takes a sick day immediately preceding or following the holiday.

Section 5.03 - Police Department Secretaries: If any of the above holidays fall on a Saturday, then the immediate preceding Friday shall be considered the holiday, if any of the above holidays fall on Sunday, then the following Monday shall be considered the holiday.

If Christmas Day or New Year's Day falls on Saturday, the preceding Friday shall be considered the holiday and Thursday shall be considered the Christmas Eve or New Year's Eve holiday, if Christmas Day or New Year's Day falls on Sunday, the following Monday shall be considered the holiday and the preceding Friday shall be considered the Christmas Eve or New Year's Eve holiday. If Christmas Day or New Year's Day falls on Monday, the preceding Friday shall be considered the Christmas Eve or New Year's Eve holiday.

If a Police Department Secretary works on a holiday listed above, the employee will be compensated, in addition to the holiday pay, at the rate of double their normal rate of pay. This will not apply to time worked for the first four (4) hours of Christmas Eve or New Year's Eve.

Previously accumulated holiday time currently on the books may be carried by those employees for the duration of this Agreement. All such time must be used by those employees prior to the expiration of this Agreement.

Section 5.04 - Personal Leave: Beginning May 1 of each year, an employee will be credited with sixteen (16) hours of personal leave. Newly hired employees must complete 60 days employment before being credited with personal days. For an employee hired after May 1 or whose initial 60-day employment period is not fulfilled until after May 1 of the year, the amount of personal leave credited for that year will be on a pro-rated basis calculated from the beginning of the first full month of service following said 60-day initial employment period and rounded to the nearest whole hour. Employees with ten (10) years of city service shall receive one (1) additional eight (8) hour personal day per year.

Example: An employee hired April 15 who successfully completes his/her 60-day initial employment period by June 15 would at that time be credited with thirteen (13) hours of personal leave to be used within the remainder of the fiscal year.

July 1 through April 30 = 10 months of service
 $10/12 \times 16 \text{ hours} = 13.33 \text{ hours rounded to the nearest whole hour} = 13 \text{ hours}$

Personal leave shall be scheduled at the employee's discretion, in increments of not less than four (4) hours, subject to supervisory approval. Police Department Secretaries will be allowed personal leave in increments of not less than one (1) hour, subject to supervisory approval. Permission shall not be unreasonably denied. All personal leave must be taken during the fiscal year and shall not accrue from year to year. Personal leave not taken during that fiscal year will be forfeited. Cash award may not be given in lieu of personal leave taken. In the event, however, that personal leave was denied by the Employer and is not rescheduled prior to the end of the fiscal year, the Employer shall cash out the remaining personal leave.

ARTICLE 6 - FAMILY DEATH

Section 6.01 Extended Family/Significant Other: When there is a funeral for a member of the Employee's extended family, the employee shall be allowed three (3) consecutive work days off with pay, provided one day is used to attend the funeral. These three (3) days will not include Saturday, Sunday or any holiday defined by this Agreement. Extended family is defined as an employee's parent-in-law, son or daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, stepsister, stepbrother, stepparent or *significant-other (*for all employees hired prior to September 1, 2011) provided each employee shall be allowed time off for no more than one stepmother and one stepfather during the entire duration of employment with the City

Section 6.02 - Immediate Family - Civil Union Domestic Partner: When there is a funeral for a member of the employee's immediate family the employee shall be allowed up to five (5) consecutive work days off with pay, provided one day is used to attend the funeral. These five (5) days will not include Saturday, Sunday or any holiday defined by this Agreement. Immediate family is defined as the employee's spouse, child, stepchild, parent, sister or brother. Civil Union Domestic Partner shall mean a legal relationship between 2 persons, of either the same or opposite sex, established pursuant to 750 ILCS 75/) Illinois Religious Freedom Protection and Civil Union Act.

Section 6.03- Funeral Travel- If an employee travels a distance of two hundred (200) miles or more to a funeral, the employee shall be allowed to use no more than two (2) days of accrued
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vacation, holiday, personal or compensation time. Proof of location of funeral services shall be submitted to the Chief or his designee prior to approval of the additional funeral time.

ARTICLE 7 - VACATION

Section 7.01 – Eligibility: Employees shall be eligible to take paid vacation after one year of continuous service with the Police Department. Upon successful completion of the probationary period of employment, an employee shall be credited with vacation in accordance with the accrual rate provided under Section 7.02 herein, beginning with the employee's last date of hire with the Employer.

If the employee's employment with the Employer is terminated, he/she will receive vacation credit prorated for that portion of the year of employment which he/she worked (i.e. if an employee would have accrued 80 hours of vacation leave during a year in which he/she resigns, and works one-half of the year of employment before giving his/her two-weeks' notice, he/she will receive 40 hours of vacation leave compensation); provided the employee gives a two (2) week notice of his/her intent to terminate employment. Employees, in addition to the preceding, will be paid for any unused earned vacation on the books.

Section 7.02 Accrual: Eligible employees shall earn vacation in accordance with the following schedule. Employees shall earn vacation at the rate of six and two-thirds (6 2/3), ten (10) or thirteen and one-third (13 1/3) hours per month of service in a fiscal year as follows:

Accrual Schedule

From the date of hire through completion of five (5) years of continuous full-time' service; eighty (80) hours per year; or

From the completion of five (5) years of continuous service; one hundred twenty (120) hours per year; or

From the completion of twelve (12) years of continuous service; one hundred sixty(160) hours per year; or

From the completion of twenty (20) years of continuous service; two hundred (200) hours per year.

Probationary employees hired prior to May 1st shall accrue vacation at the rate of six and two-thirds (6 2/3) hours per month after their first year anniversary and until May 1st. After May 1st, those employees shall receive eighty (80) hours of vacation combined with their previous monthly accruals, but in no case shall employees hired prior to May 1st be entitled to one hundred sixty (160) hours of annual vacation in their first year of employment.

If an eligible employee's employment with the Employer is terminated prior to completing the seventh year of employment, but subsequent to completing the sixth year of employment, vacation shall be credited to the employees record at the rate of six and two-thirds (6 2/3) hours per month; if prior to completing the twelfth year of employment, but subsequent to completing the eleventh year of employment, vacation shall be credited at the rate of ten (10) hours per month.

Section 7.03 – Scheduling: The vacation list will be posted by March 1st of each year and will be completed as soon as practicable. Vacation shall be selected according to seniority of all employees on their respective shifts. Annual vacation may be taken during the working hours of any shift. Two employees from the same shift may be on vacation at the same time at the discretion of the Chief of Police or his designee.

Selection changes may be made in case of an emergency. In the event that a week is vacated after the selection process is completed, it shall be posted and reselection shall be in the order of seniority.

Vacations will be chosen by seniority within each classification as follows:

a) **Telecommunicators:**

First Choice - A Telecommunicator may choose up to three (3) consecutive weeks.

Second Choice - A Telecommunicator may choose up to one (1) non-consecutive week. After the first two selection opportunities, vacations will be selected on a first come, first served basis.

b) **Police Department Secretaries:** Vacation time shall be taken in increments of time mutually agreeable to the employee and the Chief of Police.

Once an employee has selected a vacation period in accordance with the above, said period may not be extended without approval of the Chief of Police or his designee; said extension shall not interfere or conflict with another employee's previously selected vacation period or shall cause another employee to be bumped out of his/her selected vacation period.

Telecommunicators shall be permitted to carry-over forty (40) hours of vacation. Department secretaries shall be permitted to carry-over twenty-four (24) hours of vacation. Any excess unscheduled vacation by the employee after December 31st shall be scheduled by the employer. Employees shall be compensated at their straight-time rate of pay for all vacation hours in excess of the permitted carry-over totals if an employee's vacation is rescinded by the Employer within thirty (30) days of the end of the fiscal year.

ARTICLE 8 - HOURS OF WORK

Section 8.01 - Hours of Work: Effective on or after May 1, 2015 the police telecommunicators agree to begin a twelve-hour shift schedule.

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

1. The twelve-hour work schedule shall consist of eighty (80) regular scheduled work hours in a fourteen (14) day period (2,080 annual work hours). This shall be accomplished by the use of one short day (8 hours) every two weeks.

2. The workday shall consist of two work shifts (Day Shift and Night Shift) of twelve consecutive hours each and have regular starting and quitting times. The work schedule cycle, shall consist of the following:

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

Twelve-hour Work Schedule														
	Mon	Tues	Wed	Thu	Fri	Sat	Sun	Mon	Tues	Wed	Thu	Fri	Sat	Sun
Team 1														
Days	D	D	X	X	D	D	D	X	X	D	D	X	X	X
Nights	N	N	X	X	N	N	N	X	X	N	N	X	X	X
Team 2														
Days	X	X	D	D	X	X	X	D	D	X	X	D	D	D
Nights	X	X	N	N	X	X	X	N	N	X	X	N	N	N
Legend														
D - Day Shift														
N - Night Shift														
X - Day off														

Eight (8) hours shall constitute the normal workday. Forty (40) hours shall constitute the normal work week for Police Department Secretaries. Any time worked by an employee after eight (8) hours in a work day or over forty (40) hours in any work week will be compensated at time and one-half (1-1/2) the employee's rate of pay.

The work day for Police Department Secretaries shall include two (2) fifteen (15) minute paid breaks per eight (8) hour work day and one-half (1/2) hour paid lunch period. The current practice of combining these breaks into a one (1) hour lunch break shall continue. The Chief at his discretion may permit Department Secretaries to work a ten (10) hour shift option on a voluntary basis. Any time worked by an employee after ten (10) hours in a work day or over

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forty (40) hours in any work week will be compensated at time and one-half (1-1/2) the employee's rate of pay. Any employee choosing to work a ten (10) hour shift must comply with department policy. Employees who voluntarily decide to return to an eight (8) hour shift, or are returned by the Chief or his designee, must provide a seven (7) day notice to the applicable party. The Chief may waive the seven (7) day notice for hardship or by mutual agreement.

The work hours for Police Department Secretaries shall be established by the Chief of Police based on the operational needs of the department. All regular assigned shifts will have regular and consistent starting and quitting times. Should the Chief of Police desire to change an employee's regularly scheduled shift to a different set of regular work hours, the affected employee will be given a 14 day notice of such change. All hours worked outside an employee's regular schedule will be compensated at the overtime rate of pay.

Telecommunicators shall select annually, for a period of one (1) year, their preferred shift on the basis of their seniority. All requests for a change of shift are to be given to the appropriate supervisor no later than December 1 of each year. All changes of shifts shall be granted effective on the first Sunday of each year and continue until the first Sunday of the following year.

The Employer shall retain the sole right to establish and change the scheduled work period or shift; however, the Employer shall provide notice of any changes in the normal work schedule or shift as far in advance as is reasonably practical. Work shifts shall not be permanently changed unless mutually agreed upon by the parties.

Section 8.02 - Call-in: A call-in is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled working hours. Employees reporting back to the Employer's premises at a specified time shall be compensated for four (4) hours at the straight rate of pay or be compensated at the overtime rate for the actual time worked, whichever is greater. Callback pay shall not be paid for early reporting to work or due to an employee's being held over beyond a scheduled shift. Callback pay shall not apply to changes in scheduled shifts. The Employer agrees to hire a minimum of one (1) additional employee to supplement staffing levels for the following annual city events. Employees shall not be mandated to work these events.

Art on the Square
Shriner's Parade
Oktoberfest
Chili Cook-Off

The Employer agrees to hire a minimum of one (1) additional employee to supplement staffing levels for Proactive Special Field Operation when eight (8) or more officers are working the event. The Employer may staff with two (2) additional employees when the operation exceeds sixteen (16) or more officers who are actively working the detail. Administrative, Command and support personnel shall not be considered when determining additional employee staffing levels. The above supplemental staffing provision shall not apply when there are three (3) or more telecommunicators scheduled and working the shift. Employees shall not be mandated to work these special field operations.

Section 8.03 - Telecommunicator Overtime Distribution: The parties shall meet and confer within thirty (30) days of the execution of this agreement to discuss, among other things, a

possible letter of understanding pertaining to the distribution of telecommunicators' overtime. This letter shall recognize that overtime is a necessity for the effective and efficient operations of the Belleville Police Department. Further, this letter should address the Department's stated policy and goal of obtaining an equitable and fair distribution of mandated overtime.

Scheduled Overtime - The regular monthly work scheduled for Telecommunicators will be posted by the 15th of the month prior to the schedule period. This posted schedule shall include part-time employee assignments (not to exceed 39 hours per work week).

- a) Between the 15th and 25th of the preceding month, employees may select available voluntary overtime on the basis of seniority.
- b) Voluntary overtime vacancies during this period shall be awarded to the most senior employees, followed by the least senior employees, giving first choice to employees working Kelly days.
- c) After the 25th of the month, the schedule shall be posted and final. Employees wishing to change or cancel their voluntary overtime decisions shall be required to find a replacement and notify the Telecommunicator supervisor, or work the assignment (emergencies or illness exempted).
- d) Short notice, unscheduled overtime vacancies occurring after the 25th of the preceding month will be filled by seniority regardless of the shift where the vacancy occurred, as provided below. Senior employees have the right of first refusal for overtime provided they are in compliance with the requirements of the parties' letter of understanding. Employees are required to work all overtime opportunities on the shift where the vacancy occurs.

Unscheduled Overtime - Short notice, unscheduled overtime vacancies (less than 8 hours' notice prior to the shift in question) occurring after the 25th and during the schedule period will be assigned as follows:

- a) Offered to employees working a Kelly day, scheduled before or after the vacancy;
- b) By seniority among those Telecommunicators already at work whose shift scheduled prior to the shift requiring the overtime can be extended by four (4) hours;
- c) By seniority among those Telecommunicators scheduled to work following the shift requiring the overtime, whose shift can be extended by a maximum of four (4) hours earlier than their scheduled start time;
- d) The Telecommunicators on regular day off should be contacted in order of seniority;
- e) If there are no volunteers, the least senior Telecommunicator contacted will be required to work. Any employee working the 2P to 10P shift who chooses to extend their shift four (4) hours to partially fill a vacancy will be required to fill the remaining four (4) hours of the vacancy if no one volunteers to fill it.

Section 8.04 - Compensatory Time Off: Overtime may be taken in the form of compensatory time-off in lieu of cash payment at the employee's choice. Such compensatory time off shall be accumulated at the rate of one and one-half (1 1/2) times the overtime hours worked.

Compensatory time shall be scheduled and taken in increments of time mutually agreeable to the employee and the Chief of Police.

Upon May 1 of each year, employees in the Police Department Secretary job classification will be allowed to carryover a maximum of forty (40) hours of compensatory time into the next fiscal year, noting that at no time in the year shall accrued compensatory time exceed eighty (80) hours per employee. If an employee accumulates eighty (80) hours of compensatory time and works additional overtime, the employee will be paid the appropriate rate for those hours in excess of eighty (80) hours.

Telecommunicators may accrue up to and carry forty (40) hours of compensatory time off: inclusive of the annual compensatory time received under Article 10-Compensation for Breaks. Employees shall be paid the appropriate cash rate for any overtime hours in excess of forty (40) hours on each pay period. Compensatory time shall be scheduled and taken in blocks of time mutually agreeable to the employee and the Chief of Police or his designees, with a minimum amount of one (1) hour. Telecommunicators filling an overtime vacancy for another Telecommunicator as the result of the latter's use of compensatory time may only elect cash payment for the overtime worked and are not eligible to accrue compensatory time in that instance.

Section 8.05-Accumulated Time-off: Police Department Secretaries shall be allowed time off for compensatory time, holiday, personal leave and vacation provided their leave is requested no later than twenty-four (24) hours in advance. Telecommunicators shall be allowed time off for compensatory time, holiday, personal leave and vacation provided their leave is requested no later than forty-eight (48) hours in advance. The Division Commander or his designee may waive the pre-notification requirement due to an emergency or a reasonable good faith request by the employee.

Section 8.06 Daylight Savings Time (DST) Compensation: All non-exempt employees that work during the hours when DST ends (Fall) shall be compensated one additional hour for actual hours worked at the standard overtime rate of one and one-half (1.5) hrs.

All non-exempt employees that work during the hours when DST begins (spring) shall be allowed to utilize one of the following options to compensate for the actual hours worked:

- a) The employee may forfeit one (1) hour at the straight time rate for actual hours worked
- b) The employee may work one (1) additional hour at the straight time rate for actual hours worked
- c) The employee may elect to have one (1) hour of Vacation, Legal Holiday or Compensatory time deducted from their accrual

ARTICLE 9 - SICK LEAVE

Section 9.01 - Accumulation Rate: Employees shall receive ten (10) hours of sick leave for each month of service. Said sick leave will begin to accrue upon completion of an employee's first month of employment. No employee will be permitted to take leave if it has not yet been earned or substitute annual vacation, legal holidays, personal leave or compensatory time in lieu of sick leave. The Chief of Police may approve the use of other accrued leaves by an employee after the employee's sick leave accruals have been exhausted provided the employee is unable to return to work and the continued absence is supported by a doctor's certification.

Section 9.02 - Payment for Unused Sick Leave: There shall be no pay upon separation for any unused sick leave, except for retirement, in which case the City shall compensate the retiring employee as follows:

- a) The Employer will pay \$2.00 for each hour of unused accumulated sick leave for each hour of the first (1,000) hours, and \$3.00 for each hour over 1,000 hours, up to a maximum of 920 additional hours. The \$2.00 per hour shall apply to "Survivor Benefit before Retirement". Any or all of said accumulated 1,920 hours of unused accumulated sick leave may be credited, upon retirement of the employee and at the employee's option, toward the employee's pension credits for IMRF; provided any amount of sick leave contributed to IMRF will be in lieu of receiving cash payments as provided herein. In any case, the total amount of unused sick leave allowed to be contributed toward an employee's IMRF pension benefits will be consistent with the maximum allowed under the policies, terms and conditions of said Fund.
- b) Effective upon ratification, any employee who retires may select, as an alternative to the above, to apply the value of his/her unused accumulated sick leave to purchase continued group medical insurance at the group rate. The value of sick hours shall be \$1.50 per hour for the first 1,000 hours and \$3.75 per hour for all accumulated sick leave over 1,000 hours.

An employee eligible for this benefit must select at the time of retirement, to apply his/her unused sick leave for this purpose. Once the payout determined under this section has been exhausted, the Employer will notify the retiree, and the retiree will have the option of continuing the group medical insurance at his/her expense in accordance with applicable state statute.

Section 9.03 – Certification: Upon returning to work, an employee who has been absent due to personal illness or disability may be required to present a statement from a physician stating that the absence from work is required. Such statement will normally apply to employees absent from work for three (3) or more consecutive workdays. The physician's statement shall state the following:

- a) The employee's absence was necessary; and
- b) The employee is fit to return to work.

The Employer shall have the right at its discretion to verify the report of the attending physician concerning the illness or disability of the employee, and to require the employee to be examined,

at the Employer's expense, by a physician selected by the Employer to determine the nature and extent of the illness or disability.

If an employee has received sick leave contrary to the Employer's policy, or through any misrepresentation made by the employee or by others on the employee's behalf, said employee is subject to discipline, up to and including termination,

Sick leave may be used for temporary, non-service related illness, disability or injury of an employee. Employees may use up to five (5) days sick leave to care for an employee's immediate family member during the fiscal year. Employees may voluntarily donate up to eight (8) hours of accumulated sick time to another employee who has exhausted all of their sick leave. The donating employee must have a minimum of eighty (80) hours of accrued sick leave and the election to donate is final and not subject to grievance arbitration. Immediate family member as used herein shall be defined as any employee's spouse, child and stepchild residing within the employee's residence; parent or significant other. For the purposes of this section Significant Other shall be defined as a domestic partner a person (not necessarily a spouse) who cohabitates/resides in the employee's residence as evidenced by a valid occupancy permit and shares a long term intimate relationship. If the employee resides in a community outside of the corporate city limits of Belleville that does not require an occupancy permit or similar permit, the employee may be required to furnish other credible proof of cohabitation. Sick leave shall be charged in one-half (1/2) hour minimum increments after the first (1st) hour. All one-half (1/2) hour increments shall be consecutive (No broken or interrupted segments) from the first (1st) hour. Employees shall notify the on-duty supervisor or other on-duty personnel as designated by the Chief of Police at least four (4) hours in advance or as soon as reasonably possible prior to the employee's work shift, if the employee is taking sick leave. If sick leave is taken preceding or following any vacations, holidays, compensation time, personal or funeral leave of more than two (2) days, it must be accompanied by a doctor's statement certifying a cause of sickness or injury of the employee and certifying the employee was under his/her care and that it was a necessity for the employee to be absent from work.

Section 9.04 - Sick Leave Buy Back: The Employer agrees to buy back, in May of each year, forty (40) hours of an employee's accrued sick leave at their hourly rate on an annual basis (April-May) provided the employee meets the following requirements:

Employee must have accrued a minimum of three hundred and sixty (360) sick leave hours.

Employee must not have used more than three (3) scheduled eight (8) or twelve (12) hours shifts of accrued sick leave in the previous year.

Employee must be in full-time status and must not have been on workman's compensation for two (2) months or more in the previous year.

ARTICLE 10 - COMPENSATION FOR BREAKS

Telecommunicators shall receive forty (40) hours compensatory time off with pay annually in lieu of regularly scheduled lunch breaks. Notwithstanding the foregoing, Telecommunicators will receive a thirty (30) minute paid lunch sometime near the middle hours of their assigned shift; department operations permitting. The Employer agrees to make a reasonable effort to see that a relief person is available to fill in during the Telecommunicators lunch period.

ARTICLE 11 - GRIEVANCE AND ARBITRATION PROCEDURE

Should differences arise between the Employer and the Union regarding the interpretation or application of any of the terms or provisions of this Agreement, or if an employee or group of employees for whom the Union is the bargaining agent make a complaint of having been unfairly treated by the Employer, such matters shall be processed according to the grievance procedures set forth in this Article.

Section 11.01 - Grievance Procedure Steps: The grievance procedure shall consist of three (3) Steps:

Step 1 Shall be at the first level of supervision of the aggrieved employee or employees. It is intended that the grievance at this step shall be handled on an informal basis and verbal notice of the grievance and the decision thereon shall be sufficient. Any adjustment for settlement of a grievance at Step 1 shall be final and binding for the particular grievance involved but shall not be used as precedent by either party.

Step 2 Shall be at the Chief of Police level. Notice of the grievance appeal shall be placed into writing on a mutually acceptable form (attached as Appendix "B") and delivered to Chief of Police, or his designee.

Step 3 Shall be at the Director of Human Resources level of supervision of the Employer and notice of the grievance appeal shall be delivered in writing.

Section 11.02 - Time and Method for Filing Grievance and Appeals: No grievance shall be considered nor shall any appeal thereof be heard by the Employer unless the same has been timely and properly filed as set forth herein.

A grievance must be presented by the Union at Step One within fourteen (14) days of the date the grievant became aware of the action, or failure to act, which is the subject of the grievance. In the event the grievance is not resolved at Step 1, and the Union wishes to appeal, such grievance appeal must be delivered by the Union in writing at Step 2 within thirty (30) days of the receipt of management's decision at Step 1. Failure by Management to hold a grievance meeting to render a decision at Step 1 shall not limit the union's ability to appeal a grievance at Step 2 as described.

Note: All reference to "days" in this Article is to calendar days unless otherwise specified.

In the event the grievance is not resolved at Step 2, and the Union wishes to further appeal, written notice of appeal of the grievance shall be delivered at Step 3 within thirty (30) days of the receipt of Management's written decision at Step 2.

The written notice of any appeal at Steps 2 or 3 of the grievance procedure shall set forth the identity of the aggrieved employee or employees involved, a statement of the act or occurrence complained of and the date thereof, the contract provision(s) alleged to have been violated, if any, and the remedy requested.

The decision of Management at Steps 2 and 3 shall be reduced to writing and delivered to the Union with fourteen (14) days of the close of the grievance meeting(s) at Steps 2 or 3, or within a mutually agreed upon later date. Where the Union receives no decision by management within the time period prescribed in this Section, the grievance shall be considered as denied by Management.

On an individual grievance by grievance basis with mutual agreement in writing, the parties may waive either Step 1 or 2 in the grievance procedure, but in no event shall Step 3 be omitted or bypassed.

Section 11.03 - Grievance Meetings: A meeting at any step of the grievance procedure shall be held promptly and not later than fourteen (14) days after delivery of the grievance or notice of appeal unless the parties mutually agree to a later date. In the absence of agreement for such later date, and if such meeting was not held within fourteen (14) days, the grievance shall be considered as denied by Management as of the fourteenth (14th) day. The Union may then appeal its grievance to the next step in the procedure.

Section 11.04 - Union Representatives and Pay Treatment: The Employer agrees to permit employees representing the Union in the grievance to confer with Management representatives without loss of pay during scheduled working hours. In addition, those same employees shall suffer no loss in pay for reasonable time consumed, during a regularly scheduled tour or working hours, in traveling for grievance meetings.

Section 11.05 - Discussion/Settlement of Grievances: Any individual employee or group of employees shall have the right to present grievances to Management and to have such grievances adjusted, without the intervention of the Union, so long as the adjustment is not inconsistent with the terms of the contract and provided that the Union has been given an opportunity to be present at such adjustment. After an employee or employees have referred a grievance to the Union and the Union representative has so informed Management that the Union represents that employee or employees, Management will not discuss or adjust such grievance directly with said employee or employees initiating the grievance, unless a Union representative is given an opportunity to be present. All grievance settlements reached between the parties shall be reduced to writing and signed. Nothing herein shall prevent the Union and Management from entering into any settlement that would not set a precedent for other grievances.

Section 11.06 - Cooperation and Notification: Each party recognizes the right of the other to investigate the circumstances surrounding any grievance" and agrees to cooperate with the other in such investigations. The Employer and the Union shall keep each other informed regarding the personnel who are authorized to represent them.

Section 11.07 – Mediation: If the grievance is not satisfactorily resolved at Step 3 of the grievance procedure, the parties may, by mutual agreement, submit the grievance for mediation within ten (10) business days after receipt of the Employer's Step 3 response. This step of the grievance procedure is optional, and shall be pursued only upon mutual agreement by the parties.

Should the parties choose mediation at this step, they shall jointly submit a written request to the Federal Mediation and Conciliation Service (FMCS) with a copy of the written grievance attached thereto, 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 settle the grievance.

Proceedings before the mediator shall be informal, and he/she 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.

Section 11.08 - Election to Arbitrate: Within forty-five (45) days after a grievance regarding the interpretation or application of any of the terms or provisions of this Agreement has been denied at the third step of the grievance procedure, the Union may elect to submit the grievance, which is otherwise subject to arbitration, for final decision in accordance with the arbitration procedures herein set forth. Dismissals and suspensions of employees with less than one (1) year of Net Credited Service shall not be subject to arbitration.

Such election shall be by written notice to the Employer's Director of Human Resources identifying the specific grievance to be arbitrated.

Any matter submitted to arbitration shall be heard and determined by a single impartial arbitrator mutually selected by the Union and the Employer in accordance with the following procedures:

- a) The Federal Mediation and Conciliation Service shall be requested by either or both parties to provide a panel of seven (7) arbitrators. Both the Employer and the Unions shall have the right to alternately strike three (3) names from the panel. A coin flip shall determine the party striking the first name. The other party shall then strike one name. This process will be repeated and the remaining person shall be the arbitrator.
- b) Once the Arbitrator has been selected, the parties shall jointly notify him/her in writing requesting that a hearing be held at the earliest date(s) upon which the parties can agree. The parties shall attach a copy of this Agreement to the notification sent to the Arbitrator. Once an agreed date is appointed, the parties shall arrange, by mutual agreement, for the services of a court reporter for the arbitration hearing, provided the Arbitrator requests said services be provided.
- c) Each party shall bear the expenses and fees of its representatives and witnesses. The parties shall share equally the expenses and fees of the arbitrator, the transcript for the arbitrator, the court reporter and the hearing room, if any. Unless otherwise agreed, the hearing shall be held in Belleville, Illinois. The arbitration hearing shall be closed to the public and press. Each party shall be responsible for the cost of purchasing its own copy of the written transcript.

The arbitrator shall have the power to determine the issue raised by the grievance as submitted in writing. The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable federal or state law or applicable rules and regulations of government agencies, having the force and effect of law.

Such time limitations may be extended by consent of both parties. All references to "days" in this Article are to calendar days unless otherwise specified.

Section 11.09 - Conduct of Hearing and Decision of Arbitrator: The hearing shall be held as soon as practicable following the selection of an arbitrator but in no event later than one hundred twenty (120) days following such selections or designation.

The arbitrator shall be confined to deciding the grievance submitted, and shall not, as a part of any decision, impose upon the parties any obligation to arbitrate on a subject that has not been agreed upon in the contract as a subject for arbitration.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or 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. The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable federal or state law or applicable rules and regulations of government agencies, having the force and effect of law.

The arbitrator shall render a decision in writing within thirty (30) days after briefs are filed and the record in the case is closed, unless the parties mutually agree to an extension of such time for a decision.

The decision of the arbitrator on any matter submitted and decided in accordance herewith shall be in writing and shall be final and binding on the parties as to the particular case submitted subject to law.

Time limitations set forth in this Article may be extended upon mutual consent of both parties.

ARTICLE 12 - DISCIPLINE AND DISCHARGE

Section 12.01 - Discipline Defined: The Employer shall not discipline nor discharge any employee without just cause. Discipline shall be progressive and corrective. Disciplinary action or measures shall include only the following: verbal reprimand, written reprimand, suspension without pay or in lieu thereof, with the mutual agreement of the parties, loss of accrued vacation or compensatory time; or discharge. This article does not apply to counseling and instruction.

The agreement to comply with the tenants of progressive and corrective discipline does not prohibit the employer from imposing discipline which is commensurate with the offense,
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including discharge for the first offense of gross misconduct and violation of possession and/or use of illegal drugs or alcohol while working; and/or being under the influence of illegal drugs or alcohol while working.

Section 12.02- Representation: An employee shall be entitled to Union representation at any meeting or interview where the employee reasonably believes the outcome of such meeting or interview could result in their discipline.

Section 12.03 - Discipline Imposed: If any employer has reason to discipline an employee, it shall be done in a private area away from the public and other employees not required being in attendance. Prior to the imposition of any discipline, other than a verbal reprimand, the Employer shall meet with the affected employee, who may be represented by the Union, for the purposes of reasonably explaining the basis for the discipline, providing direction for future behavior and affording the employee an opportunity to be heard. Verbal reprimands shall be removed from the employee's personnel/discipline file within one year. Written reprimands and suspensions of less than three (3) days may be removed from the employee's personnel file at the discretion of the Chief of Police within one (1) year but in no case shall they remain beyond three (3) years. Suspensions exceeding three (3) days shall remain in the employee's file five (5) years unless ordered removed by the Chief of Police, an arbitrator's ruling or a mutual settlement between the Employer and the Illinois Fraternal Order of Police Labor Council representing the employee.

Section 12.04 - Review of Discipline: Disciplinary action shall be subject to the grievance procedure of this Agreement, subject to the Union's right to refer grievances to arbitration. Grievances filed under this Article shall be initiated at Step 2 (Chief of Police) within fourteen (14) days from the date of receipt of the discipline. Upon request of the employee or the Union, the Employer shall provide such information and documents as may be needed to properly investigate the matter and represent the employee.

The decision of the Employer not to agree to the forfeiture of accrued vacation or compensatory time in lieu of suspension without pay, as provided in Section 12.01, shall not be subject to the grievance and arbitration procedure.

ARTICLE 13 - PERSONNEL FILES

Section 13.01 - Keeping Personnel Files: The Employer shall keep a central personnel file for each employee within the bargaining unit. The Employer is free to keep working files, but material not maintained in the central personnel file may not provide the basis for disciplinary or other action against an employee. Information contained in an employee's personnel file shall only be released as provided in the Personnel Record Review Act (820 ILCS 40).

Section 13.02 - Employee Inspection: Upon request of an employee, the Employer shall permit an employee to inspect his/her personnel file subject to the following:

Such inspection shall occur within a reasonable time following receipt of the request;

Such inspection shall occur during daytime working hours, Monday through Friday, upon reasonable request;

The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain, without charge, copies of any information contained herein upon request;

Upon written authorization by the requesting employee, in cases where such employee has a written grievance pending, and is inspecting his/her file with respect to such grievance, that employee may have a representative of the Labor Council present during such inspection and/or may designate in such written authorization that said representative may inspect his/her personnel file subject to the procedures contained in this article;

Pre-employment information, such as reference reports, credit checks or information provided the Employer with a specific request that it remain confidential, shall not be subject to inspection or copying.

Section 13.03 - Notification and Reply: Employees shall be given immediate notice by Employer when a formal, written warning, disciplinary documentation or any other documentation of an adverse nature to the employee is placed in their personnel file. A copy of the documentation shall be delivered to the employee, at which time the employee may prepare a written reply to the documentation. The written reply shall be permanently attached to the written warning or other file. Upon receipt of such copy, the employee shall acknowledge such receipt by initialing and dating the original.

Section 13.04 - Employee Additions to Personnel File: An employee may submit without the necessity of supervisory approval, documents to become a permanent part of the personnel file. Such documents shall include, but are not limited to, certificates of special training, letters of commendation, documentation of accomplishment, or other material that would be favorable to the employee's interests.

Section 13.05 - Release of Information: At no time shall the employer or keeper of personal information release any employee's personal information, i.e. phone number(s) and/or address to any non-work source without the employee's written permission; unless compelled to do so by law or court order.

ARTICLE 14 - TRAINING/TRAVEL ALLOWANCE

An employee assigned to attend a school, conference or meeting shall be entitled to reimbursement for expenses in accordance with the City of Belleville's Travel Policy.

Section 14.01 - Per Diem and Expenses: Should an Employee who is required to travel to a "High-Cost Location", incur meal expenses in excess of those amounts allowed pursuant to the City's Travel Policy, said expenses will be reviewed by the Department Head and Finance Director to determine whether additional amounts are reasonable.

Section 14.02 - Reimbursement and Receipts: Reimbursement for all expenses will be paid to the Employee in a timely manner. The Finance Department will reimburse expenses no later than the next claims cycle following receipt of the Travel Expense Report.

If after review of the Travel Expense Report, any expense in question for validity will be immediately brought to the attention of the Employee submitting the report. If resolution of the questionable expense cannot be achieved, the Employee will have the right to submit the problem for review under terms pursuant to Article 12 - Grievance and Arbitration Procedure. All other expenses shall be forwarded to the Finance Department to be processed for payment.

Section 14.03 - Pay Treatment: While attending training sessions, seminars, and meetings while traveling, at the direction of the Employer, an Employee will be paid at the Employee's regular rate of pay. If said Employee normally receives shift differential payment pursuant to Section 1.02 - Shift Premium, the Employee will also receive the same shift differential during periods of training, seminars, etc.

ARTICLE 15 - TUITION REIMBURSEMENT

Section 15.01 Tuition Reimbursement: An employee may request tuition reimbursement up to a total of twelve college credits per semester for tuition costs for classes related to the employee's employment, provided a "C" or better grade is attained. To obtain tuition reimbursement, an employee must notify the Chief of Police, in writing, of classes that he/she wishes to attend. The Police Chief will provide preliminary approval based upon successful completion as indicated above.

Section 15.02 College Credit Allowance: Non-probationary employees who successfully complete course requirements and are awarded an Associates (64 total college credit hours) shall receive an annual college credit allowance of \$250.00 on the first (1st) pay period of the fiscal year (May). Non-probationary employees who successfully complete a Bachelor's degree (130 total college credit hours) shall receive an annual college credit allowance of \$350.00 on the first (1st) pay period of the fiscal year May. The only courses eligible for the college credit allowance are those which are reasonably related to the duties and/or classification of the requesting employee. The Chief of Police must approve all degree programs in advance. Current non-probationary employees hired prior to May 1, 2007 with Associate's or Bachelor's degrees shall be awarded the college credit allowance.

ARTICLE 16 - JURY DUTY

A regular full-time employee cannot be compensated twice for the same hours if serving jury duty during working hours and will endorse over his/her check for jury duty to the Employer and will then receive a check from the Employer at his/her regular hourly rate for the hours he/she is away from work serving jury duty.

ARTICLE 17 - TIME OFF FOR UNION BUSINESS

Council Representatives and other employees designated by the union may receive release time as necessary with no loss of pay, for the purposes of investigating and processing grievances provided that the Employer is given reasonable notice in advance. The Employer shall permit release time to Council Representatives and other employees designated by the union for the purposes of mutually scheduled contract negotiations or labor management meetings. The Employer shall have no overtime liability or loss of pay of any kind as a result of such release

time, including no obligation to replace employees or Council Representatives on such released time.

ARTICLE 18 - LEAVES OF ABSENCE

The Employer may grant leaves of absence such as maternity, medical, or family in accordance with the Family and Medical Leave Act, and current federal and state laws, as well as City Policy.

Section 18.01 - Worker's Compensation: The Employer will pay to each employee who has accumulated sick leave, and chargeable to such sick leave, for the first three (3) days of time lost from the job due to work-related injury for which the employee will be paid by Worker's Compensation Insurance pursuant to Illinois law. At no time will these three (3) days be paid until the employee returns to work or until after the fourteenth (14th) day has elapsed, (whichever occurs sooner). If the employee is away from work, due to a work related injury, for a period of fourteen (14) or more days, payment by the City for accrued sick leave hours will not be made. All compensation from the insurance company for work-related injury will be paid directly to the employee. Should payment not be made or be delayed by the insurer for an eligible worker's compensation claim, the Employer will contact the insurer to learn the reason for no payment or delay, and will do everything possible to facilitate resolution.

Employees on worker's compensation leave shall continue to accrue seniority while on such leave.

Section 18.02 - Maternity Leave: An employee who becomes sick or disabled due to pregnancy or childbirth shall be entitled to leave in accordance with applicable state and federal statutes and city policy. An employee who becomes pregnant shall, as early as her condition is known, submit a written statement from her physician indicating her present physical condition, the expected childbirth date, and any limitations which may affect her ability to continue in her normal employment whether currently or in subsequent months. To return from a leave, an employee shall present a physician's statement certifying the employee is physically able to return to work and perform the duties thereof. There shall be no loss of seniority during said leave provided the leave is no longer than three (3) months in duration. Probationary employees on said leave shall have their probationary period extended accordingly. Notwithstanding other available benefits, accumulated sick and vacation leave may be used during maternity periods in addition to or instead of an unpaid leave of absence.

Section 18.03 - Family Medical Leave Act: The parties agree to adhere to all provisions as set forth in the Family and Medical Leave Act with the exception, if the leave is paid, the employee taking the leave will continue to accrue all benefits including sick time, vacation and legal holidays.

ARTICLE 19 - CONTRACTING OUT

During the term of this Agreement, the Employer will not contract out work that results in layoffs or part-timing, or prevents the recall of laid off employees. Work covered by this Agreement may be contracted to provide relief for leaves of absence, vacations, sickness absence or other absence of short duration, and to provide relief during special projects and other peak or

unusual work load situations, when such contracting does not prevent the hiring of a regular employee.

ARTICLE 20 - PART-TIME EMPLOYEES

Section 20.01 – Definition: A part-time employee is one who is normally scheduled to work less hours per year than a comparable full time employee working 2,080 hours.

Section 20.02 - Use of Part-Time Employees: The use of part-time employees shall not reduce the regular work hours or non-mandatory overtime hours of any full-time employee, or cause the lay-off of any full-time employee.

ARTICLE 21 - OTHER EMPLOYMENT

In the event an employee is employed by any entity, said employment shall not affect the performance of his/her duties, nor shall such other employment interfere with any operation of the Employer, nor affect an employee's availability for work, nor shall it constitute, nor appear to constitute a conflict of interest with employment for the City of Belleville. Should the Employer determine that an employee'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 as to the order. The basis of the Employer's determination is subject to the grievance procedure of this Agreement.

ARTICLE 22 - MANAGEMENT RIGHTS

The Employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the employer shall include but not be limited to, rights: to determine the organization and operations of the Police Department; to determine and change the purpose, composition, and function of each of its constituent departments and subdivisions; to set standards for the service to be offered to the public; to direct Telecommunicators and Secretaries of the Police Department, including the right to assign work and overtime; to hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule employees; to increase, reduce, change modify or alter the composition and size of the work force, including the right to relieve employee from duties because of lack of work or funds or other proper reasons, to contract out work when essential; to establish work schedules and to determine the starting and quitting time, and the methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased; to establish, implement and maintain an effective internal-control program; to suspend, demote, discharge or take other disciplinary action against employees for just cause; and, to add, delete or alter policies, procedures, rules, and regulations. Inherent managerial functions, prerogatives, and policy-making rights, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement, shall remain vested exclusively with the Employer. The Employee's right of management shall not be amended nor limited by any claimed or unwritten custom, past practice or informal agreement, nor by any claim the Employer has claimed nor

condoned or tolerated any practice or any act or acts of any employees. Nothing in the Article shall abrogate nor alter the other Articles of this Agreement.

ARTICLE 23 - CIVIL EMERGENCIES

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

ARTICLE 24 - DRUG TESTING

The use of illegal drugs and the abuse of legal drugs and alcohol by employees of the City present unacceptable risks to the safety and well-being of other employees and the public, in addition to being unlawful in some case. Therefore, it is agreed by the Union and City that the manufacture distribution, dispensation, possession or use of a controlled substance or alcoholic beverage or the abuse of legal substances which may impair or adversely affect an employee's ability to perform his or her job, is prohibited on all City properties at any time by an employee, and at all times and places wherever any employee is performing employment duties for the City. In addition, all employees are prohibited from entering upon City property or from being at any time or place while performing employment duties for the City while under the influence of alcohol or any controlled substances (Drug Free Workplace Act, 30 ILCS 5801/et. seq.) It is the policy of the City to help provide a safe work environment and to protect the public by insuring that employees for the City are from the effects of drugs and alcohol in the performance and pursuit of their duties.

In order to protect the safety and health of the employee and the public, while preserving the rights of individual employee, the parties agree that the City may require the employee to submit to alcohol and/or drug testing procedures as follows;

Section 24.01 - Drug and Alcohol Testing: Whenever the City has reasonable suspicion to believe that an individual is then under the influence of alcohol or controlled substances, the City may require the employee to submit to testing for purposes of determining the presence of such substances. An employee is presumed to be under the influence of alcohol and impaired if the employee has an alcohol concentration of 0.04 grams of alcohol per 100 milliliters of blood. A lesser concentration shall not preclude the City from establishing that the employee was nonetheless impaired.

In addition to the above, the City may institute a program of random drug testing for illegal controlled substances, so long as all sworn members of the City of Belleville Police Department, including the Chief of Police, are subject to the same such testing and the program is consistent with the following criteria. The random testing shall be conducted on a non-discriminatory fashion; using a methodology by which all department members have a statistically equal change

of being selected for testing at a given time. The random drug testing program, including conducting the selection of employees to be tested, shall be administered by an outside independent medical facility under contract with the City.

- a) If the selected employee must go to the collection area and submit a urine-sample for drug testing, the employee shall have a reasonable amount of time, not to exceed two hours, to contact a Labor Council Representative regarding questions about the test and/or procedure. Such communication shall not in any way prohibit an employee from taking the random test. Refusal to submit a sample or to properly complete the documentation for a random test will be considered a refusal to test which may result in disciplinary action, up to and including termination.
- b) Employees selected who are not working at the time of their selection shall be tested upon their first day back to duty.

Section 24.02 - Order to Submit to Testing: The order to submit to such testing shall be delivered to the employee in writing. In the instance of reasonable suspicion testing, the order shall set the objective facts and subjective conclusions drawn from those facts that established the basis for reasonable suspicion.

Section 24.03 - Right to Grieve Testing: In no event shall an employee who is ordered to submit to such testing have the right to refuse to submit, and an employee's right to contest shall be limited to filing a grievance after the test has been conducted.

Section 24.04 - Use of Certified Clinical Laboratory: The City shall only use the services of a certified clinical laboratory for purposes of such testing. Sample collection shall be done in a manner as to respect the employee's privacy, unless there is evidence that the employee has attempted to adulterate the sample. An initial screening test and a confirmatory test (using gas chromatography, plus mass spectrometry or an equivalent scientifically accurate test) shall be conducted on each sample. A portion of the same sample shall be preserved by the laboratory for further testing by the office at a lab or his/her own choosing and expense. The laboratory shall only report positive test results where the initial and confirmatory test results are positive.

Section 24.05 - Restriction of Rights: The parties agree that the foregoing shall not limit, diminish or otherwise restrict any rights that employees' may have under the law.

Section 24.06 - Pre-employment and Post-accident Testing: Nothing contained in this Article shall limit the authority of the City to require drug and alcohol testing as it deems appropriate for persons seeking employment as employees prior to their date of hire or following a motor vehicle accident involving an employee as the driver of a City owned or leased vehicle where significant property damage or a personal injury occurs, and the employee is determined at the time of the accident to be at fault. For purposes of this section, "significant property damage" shall mean damage estimated to cost at least \$2,500.00 to repair or replace.

Section 24.07 - Voluntary Request for Assistance Prior to a Request for Reasonable Suspicion Testing: The Employer shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug testing problem if such treatment requests occur prior to a request for reasonable suspicion testing, other than the Employer may require suspension of the employee with pay if he/she is then unfit for

duty in his/her current assignment. The Employer shall make available means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner of form adverse to the employer's interests, except reassignment as described above.

Section 24.08 – Discipline: All employees who voluntarily seek assistance with drug and/or alcohol related problems prior to a request of reasonable suspicion testing, shall not be subject to any disciplinary or other adverse employment action by the Employer. The foregoing is conditioned upon:

- a) An employee agreeing to appropriate treatment as determined by the physician(s) involved;
- b) The employee permanently discontinues his/her use of illegal drugs or abuse of alcohol;
- c) The employee completes the course of treatment prescribed, including as "aftercare" group, for a period of up to 12 months;
- d) The employee agrees to submit to random testing during hours of work during the period of "aftercare";
- e) Voluntary requests for assistance without adverse employment action taken against the employee can be made on only one occasion by the employee.

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

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

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

ARTICLE 25 MISCELLANEOUS PROVISIONS

Section 25.01 - Residency: Effective May 1, 2015 employees may reside within St. Clair County. Residency requirements for Telecommunicators and Secretaries and other members of this bargaining unit shall never be more restrictive than requirements for police officers and sergeants of the local FOP Lodge #226.

Section 25.02 - Treatment of Employee Payouts at Retirement: The following accruals owed to employees upon retirement shall be made on the first payroll date beyond the first calendar month after separation of employment.

- Vacation
- Legal Holidays
- Sick Time
- Compensatory Time
- Personal Time

ARTICLE 26 LAYOFF AND RECALL PROVISIONS

Section 26.01 - Employees Layoff Procedures - In the event the Chief determines that there are insufficient funds or the lack of work and a layoff is necessary; the union will be afforded thirty (30) days' notice of any such impending layoff.

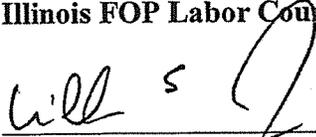
Section 26.02 - Recall - Employees shall be recalled from layoff according to the department's needs and duty requirements as determined by the Chief of Police. No new positions will be created or positions filled that could be filled until all employees on layoff desiring to return to work have been given the opportunity to return to work. Recall rights under this provision shall terminate twelve (12) months after layoff. Any employee who refuses an offer of re-employment to a Recall Position forfeits any further recall rights.

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 their current address. Upon receipt of the notice of recall, employees shall have three (3) working days to notify the Chief of their acceptance of the recall. The employee shall have five (5) working days thereafter to report for duty.

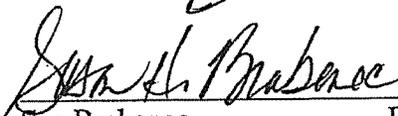
SIGNATURE PAGE

In witness whereof, the parties hereto have set their hands and seals this 9th day of December, 2015.

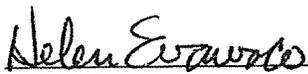
Illinois FOP Labor Council:



Bill Jarvis Date
ILFOP Field Representative



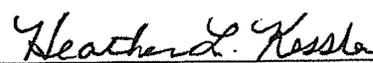
Sue Brabenec Date 12/23/15
Bargaining Unit Chairperson



Helen Evansco Date 12/28/15
Negotiation Team Member

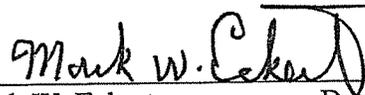


Kyle Shields Date 12/23/15
Negotiation Team Member

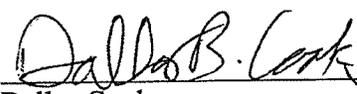


Heather Kessler Date 12/23/15
Negotiation Team Member

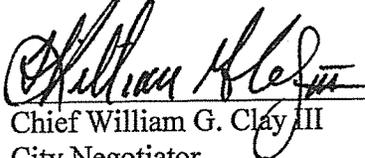
City of Belleville, Illinois:



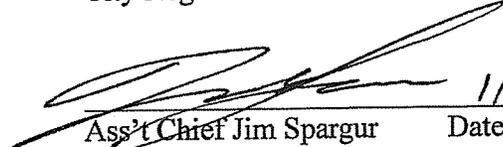
Mark W. Eckert Date 1-6-16
Mayor



Dallas Cook Date 01/6/16
City Clerk



Chief William G. Clay III Date 1/5/2016
City Negotiator



Ass't Chief Jim Spargur Date 1/5/2016
City Negotiator

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

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

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

(217) 698-9433

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



Appendix "B" Grievance form

(Use additional sheets where necessary)

Department: _____ Date Filed: _____

Grievant's Name: _____
Last First M.I.

STEP ONE

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

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

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____ Date/Time: _____

Grievant's Signature FOP Representative Signature

EMPLOYER'S STEP ONE RESPONSE

Employer Representative Signature Position

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



REVISED APPENDIX "C" WAGE SCHEDULE

Telecommunicator Wages

	COLA	0<5 years Base Wage	5<10 years 1.0% Longevity	10<15 years 1.0% Longevity	15<20 years 2.0% Longevity	20<25 years 2.5% Longevity	25 + years 3.0% Longevity
Current Wage		\$23.5503 *	\$23.7858	\$24.0237	\$24.5041	\$25.1167	\$25.8702
Effective 05/01/2015	2%	\$24.0213	\$24.2615	\$24.5042	\$24.9942	\$25.6190	\$26.3876
Effective 05/01/2016	2%	\$24.5017	\$24.7467	\$24.9943	\$25.4941	\$26.1314	\$26.9154
Effective 05/01/2017	2%	\$24.9918	\$25.2417	\$25.4941	\$26.0039	\$26.6540	\$27.4537

*INCLUDES \$400.00 yearly clothing allowance (0.1923/hour)

Police Department Secretaries Wages (Employees hired on or after 05/01/2007)

	COLA	Probationary Wage	0<5 years Base Wage	5<10 years 1.0% Longevity	10<15 years 1.0% Longevity	15<20 years 2.0% Longevity	20<25 years 2.5% Longevity	25 + years 3.0% Longevity
Current Wage		\$15.2722 *	\$15.8100	\$15.9681	\$16.1278	\$16.4503	\$16.8616	\$17.3674
Effective 05/01/2015	2%	\$15.5777	\$16.1262	\$16.2875	\$16.4504	\$16.7793	\$17.1988	\$17.7147
Effective 05/01/2016	2%	\$15.8893	\$16.4487	\$16.6132	\$16.7794	\$17.1149	\$17.5428	\$18.0690
Effective 05/01/2017	2%	\$16.2070	\$16.7777	\$16.9455	\$17.1150	\$17.4572	\$17.8937	\$18.4304

*INCLUDES \$275.00 yearly clothing allowance (0.1322/hour)

SIDE LETTER OF AGREEMENT

Between
City of Belleville, Illinois
And
Illinois Fraternal Order of Police Labor Council/
Belleville FOP Civilian Unit #226-2

Re: Recognition Clause

During the negotiations that resulted in the 2011 – 2015 collective bargaining agreement between the parties, the parties agree to jointly petition the Illinois State Labor Board for a unit clarification. Specifically the parties would request that the recognition of the bargaining unit be changed from the current unit description of:

"The Employer recognizes the Union as the exclusive collective bargaining representative for the purpose of collective bargaining with respect to rates of pay wages, hours of employment and other conditions of employment, for all of its full-time Telecommunicators (Dispatchers), Police Department Secretaries and Records Clerks pursuant to Illinois State Labor Relations Board Case No. S-RC-00054."

To the following unit description of:

"The Employer recognizes the Union as the exclusive collective bargaining representative for the purpose of collective bargaining with respect to rates of pay wages, hours of employment and other conditions of employment, for all of its full-time Telecommunicators (Dispatchers) and Police Department Secretaries pursuant to Illinois State Labor Relations Board Case No. X-XX-XXXXXX."

The parties have agreed to eliminate the classification of "Records Clerk"; any employees holding such classification title are hereby re-classified as "Police Department Secretaries".

For the City of Belleville:

For the Illinois FOP Labor Council:

/
Col. William G. Clay Date

David Nixon Date

For the Local Bargaining Unit:

**CITY OF BELLEVILLE AND ILFOP TELECOMMUNICATORS
MEMORANDUM OF UNDERSTANDING
OVERTIME DISTRIBUTION
COLLECTIVE BARGAINING AGREEMENT MAY 1, 2015 THROUGH APRIL 1, 2018**

Equalized Distribution of Overtime:

Overtime is a necessity for the effective and efficient operations of the Belleville Police Department. Equity and a fair distribution of mandated overtime is a policy goal of the department. The Employer shall compile the total overtime hours of the previous calendar year and establish an average total of overtime hours worked for each employee. This average of overtime hours worked shall be published not-later-than January 31st, of the following year.

Each Telecommunicator shall be required to work, as a minimum, the average total of overtime hours regardless of seniority commencing the start of the fiscal year, May 1st thru Apr 30th of the following year. Telecommunicators may voluntarily work more than the average total of overtime hours in the fiscal year based on seniority. The average total of overtime hours shall be calculated as follows in the example below:

<u>Calendar Year 2014</u>	<u>Comp Hours</u>	<u>Pay Hours</u>	<u>Total Hours</u>
	650	2022	2672
 <u>Calendar Year Avg.</u>	 59	 184	 243

The Employer shall ensure that all employees volunteer or are scheduled to work the minimum average total of overtime hours. The Employer shall review each employee's worked or scheduled overtime hours not-later-than three (3) months after the start of May 1st, the City's fiscal year. The Employer shall schedule any employee for mandated overtime who has not worked fifty-percent (50%) of the required average total hours. In the above example the employee must have worked at least 60.75 hours of overtime for the fiscal year. Employees shall receive cash-only compensation for all mandated minimum average overtime hour requirement assignments. No compensatory accruals in lieu of cash payment shall be authorized.

The employee is required to have their cell phone (primary) or other phone number, if no cell phone on record with the Employer, to allow for notification via the Code Red automated contact system. Employees mistakenly forced to work mandated minimum average overtime requirement assignments, or employees passed over due to human error, technical and equipment failures shall not subject the employer to Article 11, Grievance and Arbitration Procedure of this agreement.

The employer shall give consideration and attempt to avoid creating hardships when assigning mandated overtime. Examples of such hardships are:

- Turnarounds of less than 12 hours
- Shifts of more than 16 hours
- Working more than one mandated 12 hour shift in seven (7) days

**CITY OF BELLEVILLE AND ILFOP TELECOMMUNICATORS
MEMORANDUM OF UNDERSTANDING
OVERTIME DISTRIBUTION
COLLECTIVE BARGAINING AGREEMENT MAY 1, 2015 THROUGH APRIL 1, 2018**

The Telecommunicator (TC) with the lowest overtime hours worked shall be assigned mandated overtime. Unfilled vacancies will be assigned to the TCs below the minimum average overtime hours at the end of each month of voluntary overtime offered for sign-up by seniority. TCs with the lowest overtime hours shall be assigned first to fill short notice overtime vacancies until they fulfill the total average overtime hour requirement.

Telecommunicators with less seniority shall be permitted to voluntarily sign-up for overtime assignments over more senior TCs to achieve their minimum average overtime hour requirement under the following conditions:

- Senior TC has an unexcused use of sick leave in the pay period of the vacancy
- Senior TC has an unexcused use of sick leave for any vacancy signed up for in the next pay period

ARTICLE 10 – COMPENSATION FOR BREAKS

Telecommunicators shall receive forty (40) hours compensatory time off with pay annually in lieu of regularly scheduled lunch breaks. Notwithstanding the foregoing, TCs will receive a thirty (30) minute paid lunch break sometime near the middle hours of their assigned shift; department operations permitting. The Employer agrees to make a reasonable effort to see that a relief person is available to fill during the TCs lunch period.

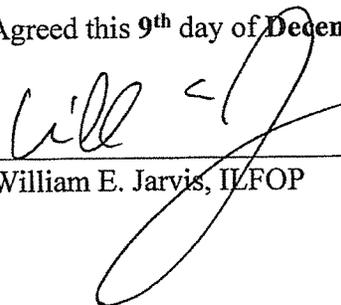
Telecommunicators may earn an additional twelve (12) hours of compensatory time each fiscal quarter under the following conditions:

- Fulfill the minimum average overtime hour requirement
- Use no more than one (1) unexcused sick leave day in the quarter
- TCs must furnish medical certification for the need of sick leave use taken before and/or after scheduled leave such as; vacation, legal holiday, personal or compensatory time
- Any TC who uses more than twenty-five (25%) of the quarterly average of sick leave by the unit will not be permitted to accrue an additional twelve (12) hours of compensatory time for the remainder of the fiscal year
- **FMLA-eligible days are excluded from any of the above requirements**

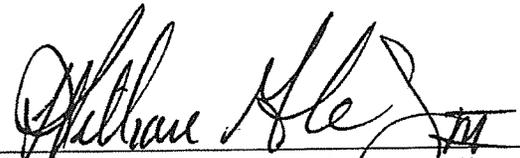
All employees will be paid the appropriate rate of pay for any remaining compensatory hours at the end of the fiscal year.

**CITY OF BELLEVILLE AND ILFOP TELECOMMUNICATORS
MEMORANDUM OF UNDERSTANDING
OVERTIME DISTRIBUTION
COLLECTIVE BARGAINING AGREEMENT MAY 1, 2015 THROUGH APRIL 1, 2018**

Agreed this 9th day of December, 2015



William E. Jarvis, ILFOP



Col. William G. Clay III, Chief of Police