

ILLINOIS FOP LABOR COUNCIL

and

CITY OF MOUNT VERNON



Phone: 618-242-5000 /Fax 618-244-0746
Web Address: www.mtvernon.com

Telecommunicators and LEADS Coordinator

**FRATERNAL
ORDER**

May 1, 2022 – April 30, 2026

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
Carol Stream - Phone: 708-784-1010 / Fax: 708-784-0058
Web Address: www.fop.org
24-hour Critical Incident Hot Line: 877-IFOP911



TABLE OF CONTENTS

ARTICLE I - RECOGNITION.....	1
Section 1.1 - Recognition.....	1
Section 1.2 - Fair Representation.....	1
ARTICLE II - UNION SECURITY AND RIGHTS	2
Section 2.1 - Dues Check off	2
Section 2.2 - Labor Council Indemnification.....	2
Section 2.3 - Bulletin Board.....	2
Section 2.4 - Labor Council Representatives.....	3
Section 2.5 - Visit by FOP Representatives	3
Section 2.6 - Use of City Equipment	3
Section 2.7 - Bargaining Unit Roster	3
ARTICLE III - LABOR-MANAGEMENT MEETINGS	3
Section 3.1 - Meeting Request	3
Section 3.2 - Content.....	4
Section 3.3 - Attendance	4
ARTICLE IV - MANAGEMENT RIGHTS.....	4
Section 4.1 - Management Rights	4
Section 4.2 - Subcontracting	5
ARTICLE V - HOURS OF WORK AND OVERTIME	5
Section 5.1 - Application of Article	5
Section 5.2 - Normal Work Period, Workday and Work Schedule	5
Section 5.3 - Changes in Normal Work Period, Workday, and Work Schedule	5
Section 5.4 - Breaks During the Work Day	5
Section 5.5 - Overtime Pay	5
Section 5.6 - Compensatory Time.....	6
Section 5.7 - Court Time.....	6
Section 5.8 - Call-Back Pay	6
Section 5.9 - Required and Voluntary Overtime.....	6
Section 5.10 - No Pyramiding.....	7
Section 5.11 - Duty Trades.....	7
Section 5.12 - Extended Shift Trades.....	7
Section 5.13 - Shift Schedule and Assignments.....	7
ARTICLE VI - SENIORITY, LAYOFF AND RECALL	8
Section 6.1 - Definition of Seniority	8
Section 6.2 - Probationary Period	8
Section 6.3 - Seniority List	8
Section 6.4 - Layoff.....	8
Section 6.5 - Recall	8
Section 6.6 - Termination of Seniority.....	9

ARTICLE VII - DISCIPLINE	10
Section 7.1 - Discipline.....	10
ARTICLE VIII - GRIEVANCE PROCEDURE.....	10
Section 8.1 - Definition	10
Section 8.2 - Informal Resolution	10
Section 8.3 - Procedure	10
Section 8.4 - Arbitration.....	11
Section 8.5 - Limitations on Authority of Arbitrator	12
Section 8.6 - Employee Right to Self-Representation	12
Section 8.7 - Group Grievances	12
Section 8.8 - Time Limit for Filing.....	12
Section 8.9 - Miscellaneous	13
ARTICLE IX - NO STRIKE-NO LOCKOUT	13
Section 9.1 - No Strike.....	13
Section 9.2 - No Lockout	13
Section 9.3 - Judicial Relief	13
ARTICLE X - HOLIDAYS	13
Section 10.1 - Holidays.....	13
Section 10.2 - Eligibility Requirements	14
Section 10.3 - Holiday Pay.....	14
Section 10.4 - Work on a Holiday.....	14
Section 10.5 - Holiday Bidding.....	14
Section 10.6 - Overtime on Holiday	15
ARTICLE XI - VACATIONS	15
Section 11.1 - Eligibility and Allowances	15
Section 11.2 - Vacation Pay	15
Section 11.3 - Scheduling and Accrual	15
ARTICLE XII - SICK LEAVE.....	16
Section 12.1 - Purpose and Allowance	16
Section 12.2 - Days Earned in Accumulation	16
Section 12.3 - Notification	17
Section 12.4 - Medical Examination.....	17
Section 12.5 - Sick Leave Utilization	17
Section 12.6 - Sick Leave Buy Back.....	17
Section 12.7 - Sick Leave Abuse	18
Section 12.8 - Employment While on Sick Leave	18
Section 12.9 - Sick Leave Donation.....	18
ARTICLE XIII - ADDITIONAL LEAVES OF ABSENCE	19
Section 13.1 - Unpaid Discretionary Leaves.....	19
Section 13.2 - Application for Leave	19
Section 13.3 - Personal Days	19

Section 13.4 - Military Leave.....	19
Section 13.5 - Funeral Leave	20
Section 13.6 - Leave for Illness or Injury	20
Section 13.7 - Benefits While on Leave	21
Section 13.8 - Non-Employment Elsewhere.....	21
Section 13.9 - Family and Medical Leave Act.....	22
 ARTICLE XIV - WAGES.....	22
Section 14.1 - Base Wages.....	22
Section 14.2 - Working Out of Classification.....	22
Section 14.3 - Educational Incentive	22
Section 14.4 - Emergency Medical Dispatch Certification.....	23
 ARTICLE XV - INSURANCE.....	23
Section 15.1 - Coverage	23
Section 15.2 - Cost	23
Section 15.3 - Cost Containment	24
Section 15.4 - Life Insurance	24
Section 15.5 - Terms of Insurance Policies to Govern.....	24
Section 15.6 - Health Insurance for Retirees	24
 ARTICLE XVI - HEALTH AND SAFETY	24
Section 16.1 - Compliance with Laws	24
Section 16.2 - Unsafe Conditions.....	24
Section 16.3 - Safety Program	25
 ARTICLE XVII - GENERAL PROVISIONS.....	25
Section 17.1 - Gender.....	25
Section 17.2 - Ratification and Amendment	25
Section 17.3 - Fitness Examinations	25
Section 17.4 - Physical Fitness Requirements	25
Section 17.5 - Drug and Alcohol Testing.....	25
Section 17.6 - Outside Employment	27
Section 17.7 - No Smoking	28
Section 17.8 - Uniforms	28
Section 17.9 - Training.....	28
Section 17.10 - Policy Manual	28
Section 17.11 - Light Duty.....	29
Section 17.12 - Training Pay.....	29
 ARTICLE XVIII - SAVINGS CLAUSE.....	29
 ARTICLE XIX - ENTIRE AGREEMENT	29
 ARTICLE XX - TERMINATION.....	29
 APPENDIX A - WAGES	31
Telecommunicator Salary Chart	31

Leads Coordinator Salary Chart.....	32
APPENDIX B - SENIORITY LIST	33
APPENDIX C - DUES AUTHORIZATION FORM	34
APPENDIX D - GRIEVANCE FORM	35
APPENDIX E - SICK LEAVE DONATION FORM	37

**AGREEMENT
BETWEEN
CITY OF MOUNT VERNON, ILLINOIS
AND
ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL**

MAY 1, 2022 THROUGH APRIL 30, 2026

THIS AGREEMENT is made and entered into by and between the CITY OF MOUNT VERNON, ILLINOIS, (hereinafter referred to as the "City" or the "Employer") and the ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL (hereinafter referred to as the "FOP" or the "Labor Council").

This Agreement is entered into in recognition of the Labor Council's status as the representative of the City's employees included in the bargaining unit defined in Section 1.1 of this Agreement, and has as its basic purpose the promotion of good working relations between the Employer and the Labor Council; to encourage and improve efficiency and productivity; to prevent interruptions of work and interference with the operations of the City; the establishment of an orderly procedure for the resolution of grievances as provided herein; and the establishment of an entire agreement covering all rates of pay, hours of work and conditions of employment applicable to bargaining unit employees during the term of this Agreement.

Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the Employer and the Labor Council do mutually promise and agree as follows:

ARTICLE I - RECOGNITION

Section 1.1 - Recognition

The City recognizes the Labor Council as the sole and exclusive collective bargaining representative for all full-time Telecommunicators and LEADS Coordinator in the City of Mt. Vernon (hereinafter referred to as "employees"). Excluded from the bargaining unit are all other employees, including, but not limited to, the Police Chief and Assistant Police Chief; all sworn peace officers and firefighters; all part-time or temporary employees; other civilian employees; and all managerial, supervisory, confidential, professional, short-term, security and craft employees, as defined by the Illinois Public Labor Relations Act (as it existed on January 1, 1992).

Section 1.2 - Fair Representation

The FOP recognizes its responsibility as bargaining agent and agrees to represent fairly all employees in the bargaining unit, whether or not they are members of the FOP. The Labor Council further agrees to indemnify, defend and hold harmless the City and its officials, representatives and agents from any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs resulting from any failure on the part of the FOP to fulfill its duty of fair representation.

ARTICLE II - UNION SECURITY AND RIGHTS

Section 2.1 - Dues Check off

While this Agreement is in effect, the City will deduct from each employee's paycheck once each pay period the uniform, regular bi-weekly Labor Council dues and initiation fee, if any, for each employee in the bargaining unit who has filed with the City a lawful, voluntary, effective check off authorization form. Check off authorization forms shall be supplied by the Labor Council. The City will honor all executed check off authorization forms received not later than ten (10) working days (i.e. days the City's administrative offices are open) prior to the next deduction date. If a conflict exists between the check off authorization form and this Article, the terms of this Article and Agreement control.

Total deductions collected for each month shall be remitted by the City to the Labor Council by the tenth (10th) of the following month, together with a list of employees for whom deductions have been made. Dues deducted shall be sent to the official address designated in writing to the Employer by the Labor Council. The Labor Council agrees to refund to the employee any amounts paid to the Labor Council in error on account of this dues deduction provision.

A Labor Council member desiring to revoke the dues check off may do so at any time upon fifteen (15)-calendar days notice by giving written notice to the City and the Labor Council. Dues shall be withheld and remitted to the Labor Council unless or until such time as the City receives a notice of revocation of dues check off from an employee, or notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions. Information concerning dues not deducted under this Article shall be forwarded to the Labor Council, and this action will discharge the City's only responsibility with regard to such cases. Deductions shall cease at such time as a strike or work stoppage occurs in violation of Article IX (No Strike-No Lockout).

The actual dues amount to be deducted shall be certified in writing to the City by the Labor Council, and shall be uniform in dollar amount for each employee in order to ease the Employer's burden of administering this provision. The Labor Council may change the fixed uniform dollar amount, which will be the regular monthly dues, twice each calendar year during the life of this Agreement. The Labor Council will give the City thirty (30) calendar days' notice of any such change in the amount of uniform dues to be deducted.

Section 2.2 - Labor Council Indemnification

The Labor Council shall indemnify, defend and hold harmless the City and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article, or in reliance on any list, notice, certification or assignment furnished under Sections 2.1 and 2.2. If an improper dues deduction is made, the Labor Council shall refund directly to the employee any such amount.

Section 2.3 - Bulletin Board

The City will make space available on a bulletin board designated by the Police Chief for the posting of official FOP notices which are germane to its role as the exclusive bargaining

representative and which are not derogatory, defamatory, or relate to any ongoing local political campaign. The Labor Council will limit the posting of Labor Council notices to such bulletin board, which may be shared with another FOP bargaining unit.

Section 2.4 - Labor Council Representatives

For purposes of this Agreement, the term "Labor Council Representatives" shall refer to the Local Labor Council's grievance/bargaining committee(s). The Labor Council will maintain (and keep current) with the Employer a complete written list of its Labor Council Representatives, non-employee staff representatives, and other agents (including their addresses and telephone numbers) who will deal with the City. Personnel not on the current Labor Council provided list will not be considered "Labor Council Representatives".

Section 2.5 - Visit by FOP Representatives

The City agrees that a non-employee FOP representative shall have reasonable access to the Police Department to meet with representatives of the City and, after scheduling a mutually agreeable time with the Police Chief or his designee, with employees during non-working periods of the employee's shift or work time.

Section 2.6 - Use of City Equipment

All electronic and telephonic communication system (e-mail, voice mail, etc.) and all communication and information transmitted by, received from, or stored in the City's systems are the property of the City, and as such are to be used for Police-related purposes. Labor Council members may use the City's equipment for union business during non-working periods of the member's work shift as well as reasonable times during the work period, so long as such use does not unduly interfere with the Employer's operational needs. Members should not have any expectation of privacy concerning the materials and information stored on the system and the City can override all personal codes or passwords at any time. All information created, stored, or transmitted on the system is the property of the City.

The parties agree to share equally in the costs of re-producing a sufficient number of copies of the collective bargaining agreement for all unit members as well as City representatives.

Section 2.7 - Bargaining Unit Roster

Regularly, the Labor Council may request in writing from the City of Mt. Vernon a complete and updated list of names, addresses, and telephone numbers of all employees eligible for membership in the Labor Council. The Labor Council will use this list exclusively for bargaining representation purposes.

ARTICLE III - LABOR-MANAGEMENT MEETINGS

Section 3.1 - Meeting Request

The Labor Council and the Employer agree that in the interest of efficient management and harmonious employee relations, that meetings be held if mutually agreed between Labor Council representatives and responsible administrative representatives of the Employer. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request

to the other for a "labor-management meeting" and expressly providing the agenda for such meeting.

Section 3.2 - Content

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management meetings" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 3.3 - Attendance

Attendance at labor-management meetings shall be voluntary on the employee's part, and attendance by off-duty personnel during such meetings shall not be considered time worked for compensation purposes. If a labor management meeting is scheduled at the request or consent of the City during the regularly scheduled duty hours of one or more Labor Council representatives, they shall be released from duty without loss of pay, and they shall remain available to return to duty if needed. Normally, three (3) persons from each side shall attend these meetings, schedules permitting.

ARTICLE IV - MANAGEMENT RIGHTS

Section 4.1 - Management Rights

Except as specifically limited by the express provisions of this Agreement, the City retains all rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, to make and implement decisions with respect to the operation and management of its operations in all respects, including all rights and authority possessed or exercised by the City prior to the recognition of the Labor Council as the bargaining agent for the employees covered by this Agreement. These rights and authority include, but not limited to, the following: to plan, direct, control and determine all the operations and services of the City; to utilize and select suppliers and subcontractors; to supervise and direct the working forces; to establish the qualifications for hire and conditions for continued employment and to select, hire, evaluate, promote, demote and transfer employees; to schedule and assign work; to establish and enforce work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which City operations and services shall be provided or purchased; to determine whether services are to be provided by employees covered by this Agreement or by other employees or nonemployees not covered by this Agreement; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; to layoff or otherwise relieve employees from duty because of lack of work or for other reasons; and to take any and all actions as may be necessary to carry out the mission of the City in situations of local disaster or civil unrest emergencies as may be formally declared by the Mayor or his designee or the City Council. In the event of such emergency action, the provisions of this Agreement may be suspended, if necessary, provided that all provisions of this Agreement shall be immediately reinstated once a local disaster or emergency condition ceases to exist.

Section 4.2 - Subcontracting

It is the general policy of the City to continue to utilize employees to perform the work they are qualified to perform. The City reserves the right, however, to contract out any work it deems necessary in the exercise of its best judgment. Except where an emergency situation exists, before subcontracting of work where such subcontracting will result in the layoff of one or more bargaining unit employee(s), the City will notify the Labor Council of the subcontracting decision and allow the Labor Council an opportunity to discuss the City's decision. The City reserves the right to unilaterally implement its decision to subcontract at any time after providing the Labor Council with notice and an opportunity to discuss the decision.

ARTICLE V - HOURS OF WORK AND OVERTIME

Section 5.1 - Application of Article

Nothing in this Article or Agreement shall be construed as a guarantee of hours of work per shift, per week, per work cycle, or any other period.

Section 5.2 - Normal Work Period, Workday and Work Schedule

Except, as provided elsewhere in this Agreement, the current normal work period for all employees shall be seven (7) days. The normal scheduled workday for Telecommunicators shall be 10 hours, including a forty-five (45) minute meal break, which will normally be scheduled by the dispatch supervisor. The normal workday shall be extended or reduced by one (1) hour in the event of time changes. No additional breaks are provided.

Section 5.3 - Changes in Normal Work Period, Workday, and Work Schedule

The shifts, workdays and hours to which employees are assigned shall be stated on the Departmental work schedule. If the City adjusts the schedule of an individual employee so as to change his regularly scheduled days off, the City will provide seven (7) days notice if practical.

Section 5.4 - Breaks During the Work Day

Telecommunicators working full shifts shall be allowed to take their 45-minute breaks at their convenience (other than the first or last 45 minutes of their shift), so long as another telecommunicator is available to cover for their absence.

If a Telecommunicator is working a shift alone, another telecommunicator will be scheduled to come in and cover during the last two hours of the shift so that the first telecommunicator is able to take a 45-minute break.

Telecommunicators are not allowed to work more than 16 hours in a consecutive 24-hour period unless in response to an emergency situation. Employees' use of benefit time does not constitute an "emergency" under the meaning of this provision.

Section 5.5 - Overtime Pay

Employees shall be paid at a rate of one and one-half (1-1/2) times their regular straight-time hourly rate of pay for each overtime hour worked beyond their regular shift in a workday or forty (40) hours in a seven (7) day work period.

Overtime pay shall be received in fifteen (15) minute segments as provided by the Fair Labor Standards Act (FLSA).

Section 5.6 - Compensatory Time

In situations where the Chief of Police determines it to be in the best interests of the City and mutually agreed to by the City and the affected employee, the City shall grant compensatory time off in lieu of overtime payment at the applicable rate. Compensatory time-off shall be taken at such time and in such time blocks as are established or agreed to by the Police Chief or his designee.

The Chief, in his discretion, may pay an employee on the last regularly scheduled payroll in March for any or all accrued and unused compensatory time. The employee's compensatory time account will be reduced by one hour for each hour paid.

Section 5.7 - Court Time

Telecommunicators who would otherwise be off-duty shall receive a minimum of two (2) hours pay at the rate of time and one-half when (1) appearing in court on behalf of the City in the capacity of Telecommunicator or (2) when preparing for an off-duty court appearance when in the presence of a prosecuting attorney. Off-duty lunch periods shall not be counted toward hours worked.

Section 5.8 - Call-Back Pay

A call-back is defined, as a work assignment, which does not immediately precede or follow an employee's regularly scheduled working hours. An employee called back to work after having left work shall receive a minimum of two (2) hours' pay at the rate of time and one-half, unless the individual is called back to rectify his own error.

Overtime worked prior to or immediately following a scheduled shift shall be for exact time worked.

Section 5.9 - Required and Voluntary Overtime

The Chief of Police or his designee(s) shall have the right to require overtime work and employees may not refuse overtime assignments. In non-emergency situations, the Chief or his designee shall generally follow the turnsheet procedure described below to seek volunteers prior to assigning required overtime work. However, volunteers will not necessarily be selected for work in progress. Also, specific employees may be selected for special assignments based upon specific skills, ability, and experience they may possess.

Bargaining unit members will administer the voluntary and involuntary overtime turn sheets. As long as bargaining members are administering the turn sheets, no decision may be grieved. Voluntary overtime assignments or extra shifts shall be offered to employees on the basis of seniority through use of a volunteer turnsheet. Those employees wishing to be included on the turnsheet shall do so in writing. When an overtime shift occurs, the first employee on the turnsheet shall be contacted by phone. If the employee is not available after six rings or refuses, his name shall go to the bottom of the turnsheet. In the event of a refusal or unavailability, the next employee on the turnsheet shall be called. If an employee demonstrates that he has been passed over in the

turnsheet procedure (for other than appropriate reasons) for an overtime opportunity he otherwise was willing and able to accept, he shall be given first preference for the next voluntary overtime opportunity.

Required overtime shall also be designated by use of a turnsheet procedure. An employee on vacation, or the weekend immediately prior to or after his vacation period, will be considered as being last on the required overtime turnsheet for that particular time period. Such employees shall nonetheless be allowed to volunteer for overtime opportunities.

Section 5.10 - No Pyramiding

Compensation shall not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

Section 5.11 - Duty Trades

Employees shall be permitted to trade assigned duty shifts with other qualified employees provided they give reasonable notice of such trades to their respective supervisor and Police Chief or his designee. Employees shall also be allowed to trade mandatory draft assignments, so long as they provide their respective supervisor and Police Chief or his designee with notice of their intent to do so.

Section 5.12 - Extended Shift Trades

Employees will be permitted to trade shifts with each other for extended periods with the following restrictions:

1. Trades will be done only by mutual agreement of the employees involved. The employees shall inform the Chief or his designee of any scheduled leave already planned during the proposed shift trade period, and how the proposed shift trade would affect the requested leave;
2. Trades may be done only with the prior approval of the Chief or his designee;
3. Trades shall be done in blocks of the days in a normal work period, and for a period of no longer than six (6) months;
4. No overtime liability will be incurred through such voluntary shift trading;
5. Employees shall notify the Chief or his designee at least fourteen (14) days in advance of the beginning of the proposed shift trade.

Section 5.13 - Shift Schedule and Assignments

The City reserves the right to establish work schedules and assignments. Before posting regular schedules, employees will be given an opportunity to request preferred days off, and the City will make a good faith effort to honor such requests within operational needs and goals. City will make a good faith effort within the operational needs and goals of the Department to post schedules wherein employees have consecutive days off. Employee shift assignments shall be bid annually, unless necessary for operational needs or except mutually agreed otherwise.

ARTICLE VI - SENIORITY, LAYOFF AND RECALL

Section 6.1 - Definition of Seniority

For purposes of this Agreement, seniority shall be defined as an employee's length of continuous service from the last date of beginning continuous full-time employment in a position covered by this Agreement. Seniority shall accumulate during all authorized paid leaves of absence. Seniority shall not accumulate from the first day of an authorized unpaid leave of absence or lay off of thirty (30) calendar days or more. Conflicts of seniority shall be determined on the basis of a coin toss.

Section 6.2 - Probationary Period

All new employees and those hired after loss of seniority under Section 6.6 shall be considered probationary employees until they have completed a probationary period of twelve (12) months of work. Time absent from duty or not served for any reason shall not apply toward satisfaction of the probationary period, except for holidays, vacation, and paid sick leave. Probationary employees shall be entitled to all rights, privileges, and benefits provided for in this Agreement, except that during an employee's probationary period, the employee may be suspended, laid off, or terminated without cause at the sole discretion of the City. Such probationary employee shall have no recourse to the grievance procedure to contest such a suspension, layoff, or termination. Furthermore, there shall be no seniority among probationary employees, except for selection of any vacation or personal days to which he or she is entitled. Upon successful completion of the probationary period, an employee shall acquire seniority, which shall be retroactive to his last date of hire with the City in a position covered by this Agreement.

Section 6.3 - Seniority List

Appendix B of this Agreement reflects the seniority list among bargaining unit employees as of the date of execution of this Agreement. The City will provide the Labor Council with notification of any new hires, promotions, demotions, or terminations of employment within 30 days of any such change in status. On or about November 15 of each year, the City will provide the Labor Council with a seniority list of all employees in the bargaining unit setting forth each employee's seniority date, rank and position. The City shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the City in writing within fourteen (14) days after the Labor Council's receipt of the list. Upon request in writing to the Police Chief, an updated seniority list will be provided to the Labor Council during the course of the year.

Section 6.4 - Layoff

The City, for lack of work or other reasons, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service provided that the remaining employees are qualified to do the remaining work without further training. Part-time employees shall be laid off before full-time employees.

Section 6.5 - Recall

Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall (with the first of the ten (10) days being the date the notice to the employee is postmarked). The notice of recall shall be sent to the employee by certified mail with a copy similarly mailed or personally delivered to a designated representative of the FOP, provided that the employee must notify the Police Chief or his designee of his intention to return to work within three (3) calendar days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of each employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list. If the City has not heard from the employee within ten (10) calendar days of mailing a properly addressed notice of recall, the employee's name shall be removed from the recall list.

Section 6.6 - Termination of Seniority

Seniority for all purposes and the employment relationship shall be terminated if the employee:

- (a) quits;
- (b) is discharged (and not reinstated);
- (c) retires;
- (d) falsifies the reason for a leave of absence or is found to be working during a leave of absence without prior written approval of the Chief;
- (e) fails to report to work at the conclusion of an authorized leave of absence, layoff or vacation;
- (f) is laid off and fails to respond to a notice of recall within three (3) calendar days after receiving notice of recall or to report for work at the time prescribed in the notice of recall or otherwise does not timely respond to a notice of recall as provided in Section 6.5 of this Agreement;
- (g) is laid off or otherwise does not perform bargaining unit work for the City for a period in excess of twelve (12) months; or
- (h) is absent for three (3) consecutive working days without notification to or authorization from the City. (An employee who is absent for any time without notification or authorization from the City is subject to disciplinary action up to and including discharge.)

ARTICLE VII - DISCIPLINE

Section 7.1 - Discipline

Employees shall only be disciplined for just cause. Disciplinary action may be in the form of, but not limited to, oral reprimand, written reprimand, and suspension from duty without pay, or dismissal.

Oral and written reprimands may be issued by the immediate supervisor, or chain of command. Suspensions without pay and dismissals must be approved by the City Manager before becoming effective. The employee shall be given a copy of any written reprimand, suspensions without pay or dismissal at the time disciplinary action is administered and a copy shall also be sent to the Union.

Grievances may be filed with respect to any disciplinary action (other than an oral and written reprimands) taken against an employee when an employee believes the disciplinary action taken is not for just cause.

The City may discipline employees for off-duty conduct that violates the law or departmental policies, or brings disrepute on the department. All Telecommunicators shall be given paper or electronic copies of newly-created or amended policies.

ARTICLE VIII - GRIEVANCE PROCEDURE

Section 8.1 - Definition

A "grievance" is defined as a complaint arising under and during the term of this Agreement raised by an employee or the Labor Council against the City alleging that there has been an alleged violation, misinterpretation or misapplication of an express written provision of this Agreement.

Section 8.2 - Informal Resolution

Employees are encouraged to resolve through informal discussions with their supervisors any disputes or grievances they may have. Such informal discussions may be between the employee and any of the supervisory personnel to whom he reports, but should ordinarily occur first between an employee and his immediate supervisor before proceeding up the chain of command. Such informal discussions are not to be construed as a part of the grievance procedure, and settlements or withdrawals at this stage shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his assigned work task and complain later, unless the employee reasonably believes that the assignment unreasonably endangers his safety.

Section 8.3 - Procedure

A grievance filed against the City will be processed in the following manner:

Step 1: Any employee or authorized Labor Council Representative acting on behalf of the FOP who has a grievance that cannot be resolved informally shall submit the grievance in writing to the Police Chief or his designee specifically indicating that the matter is a

grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement, which are alleged to have been violated, and the specific relief requested. All grievances must be presented no later than seven (7) calendar days from the date of the occurrence of the event first giving rise to the grievance. The Police Chief shall render a written response to the grievant within fourteen (14) calendar days after the grievance is presented.

Step 2: If the grievance is not settled at Step 1 and the grievant wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the City Manager within seven (7) calendar days after receipt of the City's answer in Step 1 or within seven (7) calendar days of when the City's answer in Step 1 was due. The City Manager or his designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven (7) calendar days with the grievant and a Labor Council Official. The City Manager may present other persons whom he deems appropriate. If no settlement of the grievance is reached, the City Manager or his designee shall provide a written answer to a designated Labor Council Official within fourteen (14) calendar days following the meeting.

Section 8.4 - Arbitration

If the grievance is not settled in Step 2 and the Labor Council wishes to appeal the grievance from Step 2 of the grievance procedure, the Labor Council may refer the grievance to arbitration, as described below, within fourteen (14) calendar days of receipt of the City's written answer as provided to the Labor Council at Step 2 or within fourteen (14) calendar days of when the City's answer in Step 2 was due:

- (a) The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven (7) day period, the parties shall jointly request the Federal Mediation and Conciliation Service (or other mutually agreed service) to submit a panel of seven (7) arbitrators who are all members of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the City and the Labor Council shall have the right to strike three (3) names from the panel. The order of striking shall be determined by coin-flip with the parties striking alternatively until one (1) name remains. The person remaining shall be the arbitrator.
- (b) The arbitrator shall be notified jointly by the parties of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Labor Council and City representatives.
- (c) The City and the Labor Council shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the Labor Council retain the right to employ legal counsel.

- (d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator only if both parties mutually agree to do so in writing.
- (f) The fees and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the City and the Labor Council; provided, however, that each party shall be responsible for compensating its owner representatives and witnesses.

Section 8.5 - Limitations on Authority of Arbitrator

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. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 1. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award, which is contrary to or inconsistent with, in any way, applicable state or federal laws or court decisions, or rules and regulations of state or federal administrative bodies that have the force and effect of law. Any decision or award of the arbitrator rendered within the limitations of this Section 8.5 shall be final and binding upon the City, Labor Council and the employees covered by this Agreement.

Section 8.6 - Employee Right to Self-Representation

Nothing in this Agreement prevents an employee or group of employees from presenting a grievance to the Employer and having the grievance heard and settled without the intervention of the Labor Council provided that a Labor Council representative is given an opportunity to be present at any grievance meeting and that any settlement reached is not inconsistent with the terms of this Agreement.

Section 8.7 - Group Grievances

If a grievance involving two or more employees arises out of the same facts and alleges a violation, misinterpretation, or misapplication of the same specific terms of this Agreement, and if the same relief is requested for each affected employee, it may be submitted as a group grievance by the Labor Council or by the employees involved in accordance with the procedure set forth in Section 8.2 above. The resolution of a group grievance shall be limited to those employees who are identified by name in the grievance.

Section 8.8 - Time Limit for Filing

No grievance shall be entertained or processed unless it is submitted at Step 1 within seven (7) calendar days after the occurrence of the event first giving rise to the grievance.

If a grievance is not presented by the employee or the Labor Council within the time limits set forth above, it shall be considered "waived" and may not be pursued further by the employee or the Labor Council. If a grievance is not appealed to the next step within the specified time limit

or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not hold a meeting or answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Labor Council may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 8.9 - Miscellaneous

No member of the bargaining unit or other non-bargaining unit employee represented by the Labor Council shall have any authority to settle or respond to a grievance as defined in Section 8.1 on behalf of the City. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit or other City employee represented by the Labor Council concerning the meaning, interpretation or application of any provision of the Agreement shall impose any obligation or duty or be considered to be authorized by or binding upon the City unless and until the City has agreed thereto in writing.

ARTICLE IX - NO STRIKE-NO LOCKOUT

Section 9.1 - No Strike

Neither the FOP nor any agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, residential picketing, slow down, sit down, concerted stoppage of work, concerted refusal to perform overtime, or any other intentional interruption or disruption of the operations of the City at any location, regardless of the reason for so doing. Neither the FOP nor any employee shall refuse to cross a picket line while on-duty or being called to duty, by whoever established. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City, and the only issue that may be raised in any proceeding in which such discipline or discharge is challenged is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent. The FOP and its representatives will cooperate with the City in taking whatever affirmative action is necessary to direct and urge any employee who violates this Article to return to work and to achieve a prompt resumption of normal operations.

Section 9.2 - No Lockout

The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the FOP so long as there is good faith compliance by the FOP with this Article, unless the City cannot efficiently operate in whole or in part due to a breach of Section 9.1.

Section 9.3 - Judicial Relief

Nothing contained herein shall preclude the Employer from obtaining a temporary restraining order, damages and other judicial relief as determined appropriate by the Court in the event the FOP or any employees covered by this Agreement violate this Article.

ARTICLE X - HOLIDAYS

Section 10.1 - Holidays

The following are recognized holidays for eligible employees:

New Year's Day	January 1
Martin L. King's Birthday	3 rd Monday in January
President's Day	3 rd Monday of February
Good Friday	Friday before Easter Sunday
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veterans' Day	November 11
Thanksgiving Day	4 th Thursday of November
Day after Thanksgiving	Day after 4 th Thursday of November
Christmas Eve	December 24 (1/2 Day)
Christmas Day	December 25
New Year's Eve	December 31 (1/2 Day)

Section 10.2 - Eligibility Requirements

Employees shall work all holidays when scheduled as part of their normal Departmental work schedule. To be compensated for a holiday, an employee must work the full scheduled day before and after the holiday, in addition to the full holiday, when and if such days are scheduled as part of their normal Departmental work schedule. Any employee who utilizes sick leave, other than when being hospitalized or recuperating from hospitalization, on any such days, will have eight (8) hours pay at his regular rate of pay deducted from his/her paycheck.

Section 10.3 - Holiday Pay

In lieu of paid holiday leave, each eligible employee will receive as holiday pay 96 hours pay per year at his regular, straight-time hourly rate of pay. This pay will be distributed evenly and on a pro-rata basis on all paychecks for the year (i.e., 3.69 hours pay per paycheck).

Section 10.4 - Work on a Holiday

Eligible employees who work on a holiday listed in Section 10.1 (except Christmas Eve and New Year's Eve) shall be compensated at the rate of one and one-half (1-1/2) times their regular rate of pay for all hours worked in addition to the holiday pay received under Section 10.3. Eligible employees who work Christmas Eve or New Year's Eve shall be compensated at the rate of one and one-quarter (1-1/4) times their regular rate of pay for all hours worked in addition to the holiday pay received under Section 10.3. For purposes of this Section 10.4, holiday work premium pay will be received by any eligible employee whose work day begins during the calendar day of the holiday.

Section 10.5 - Holiday Bidding

Annually in the 4th quarter of each year, when shift assignments are bid or as directed by the Police Chief or his designee, eligible employees shall bid for their choice of leave time on City recognized holidays (listed in 10.1). The most senior employee shall select first, and the bidding will continue through the employees by seniority until all holidays are bid. No employee will have the right to bid for a second leave day on a holiday until every employee has had the opportunity to bid for one holiday.

Section 10.6 - Overtime on Holiday

Employees who work overtime on a holiday shall be compensated at two (2) times the hourly rate of pay.

ARTICLE XI - VACATIONS

Section 11.1 - Eligibility and Allowances

As of January 1 of each calendar year, every employee shall be eligible for paid vacation time after the completion of one (1) year of continuous full-time employment with the City in a position covered by this Agreement. Employees shall start to earn vacation allowance as of their date of hire. Vacation allowances shall be earned monthly, based on the following schedule:

<u>Length of Completed Continuous Service</u>	<u>Number of Hours Per Year</u>
After completion of one (1) year	80 hours
After completion of seven (7) years	120 hours
After completion of twelve (12) years	160 hours

Employees shall earn vacation allowances for any month in which they receive compensation for more than one hundred twenty (120) hours of work. For purposes of this Section only, vacations and holidays shall be considered "hours of work"; no other paid or unpaid absence from duty shall be counted as "hours of work".

If an employee has not completed at least one (1) year of service prior to January 1 of the calendar year, he will receive eight (8) hours of vacation for each month of service in which he received compensation for more than one hundred twenty (120) hours of work prior to January 1 to a maximum accumulation of ten (10) days.

Section 11.2 - Vacation Pay

The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job assignment on the payday immediately preceding the employee's vacation.

Section 11.3 - Scheduling and Accrual

Employees shall be awarded vacation time by the City in accordance with City service needs and, if possible, the employee's desires. On or before October 31, the Police Chief or his designee shall post a schedule of days available for vacation during the following calendar year. Between November 1 and November 30, all personnel in the Department (both within and outside the bargaining unit) shall then select their vacation preferences by shift and in the order of their seniority, with the most senior employee having first choice, the next most senior having second choice, and so on. The vacation periods requested pursuant to this procedure shall be submitted to the Police Chief or his designee for approval by December 1 of each year. The Police Chief or his designee shall review the requests and post a vacation schedule on or before December 15. After the vacation schedule has been established, employees can trade or reschedule vacation days only with approval of the Police Chief or his designee.

After this initial seniority sign-up of vacation picks, vacations shall be scheduled exclusively on a first-come, first-served basis, and seniority shall not determine which employee is entitled to any of the remaining weeks that are open for vacations, except where two or more employees have requests for the same time off pending simultaneously.

The City may limit the number of employees that can be off at any one time and/or the number of shifts of leave permitted within any work week. Vacation cannot be taken before it is actually earned. Vacation leave shall be scheduled and may be taken in increments of half or full shifts.

All vacation days must be taken within twelve (12) months of when they are earned or they will be lost. Vacation time to be taken by the end of a calendar year is vacation time earned and unused as of the end of the preceding calendar year. Vacation days may not be carried forward from year to year unless the Chief approves such carry-forward in writing for no more than five (5) vacation days. Ordinarily, such approval will be denied unless the employee establishes that he was unable to schedule his vacation due to circumstances beyond his control (such as where a vacation was cancelled by the Department due to operating needs).

Vacation schedules may be adjusted to accommodate seasonal operations, significant revision in organization, shift changes, or work assignments. Furthermore, the Chief reserves the right to suspend vacation schedules for operating needs.

ARTICLE XII - SICK LEAVE

Section 12.1 - Purpose and Allowance

Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees to work while sick. Any employee contracting or incurring any non-service connected sickness or disability (except where the injury or illness is incurred while the employee is performing compensated service outside of his employment with the City) shall receive sick leave with pay as set forth in this Article.

Section 12.2 - Days Earned in Accumulation

Employees shall earn eight (8) hours of sick leave for each month of service (which equals a total accumulation of 12 eight-hour work days or 9.6 ten-hour work days per year). Sick leave shall be earned by an employee for any month in which the employee is compensated for more than one hundred twenty (120) "hours of work". For purposes of this Section only, vacations, approved sick leave and holidays shall be considered "hours of work"; no other paid or unpaid absence from duty shall be counted as "hours of work". Sick leave cannot be taken before it is actually earned.

Sick leave shall accrue to a maximum bank of 125 eight-hour days (or 100 ten-hour days).

Section 12.3 - Notification

Notification of absence due to sickness shall be given to an individual designated by the Police Chief (normally the Dispatch Supervisor on duty) as soon as possible on the first day of such absence and every day thereafter (unless this requirement is waived by the Chief in writing), but no later than two (2) hours before the start of the employee's work shift or one (1) hour before the start of the day shift. Failure to properly report an illness may be considered as absence without pay and may subject the employee to discipline, as well.

Section 12.4 - Medical Examination

The City may, at its discretion, require an employee to submit a physician's verification of illness, and such verification normally will be required for sick leave of three (3) consecutive duty shifts or more. The City may also require a physician's verification that the employee is well enough to return to work. Falsification of any verification of illness shall be just cause for discipline, up to and including discharge. Any employee who fraudulently obtains sick leave will be considered absent without leave, subject the employee to disciplinary measures, up to and including discharge, and will reimburse the City for the sick leave and any costs incurred by the City due to such absence, and the City may deduct such amounts from his pay check. The City, at its option, may require an employee to submit to an examination by a physician or other medical professional chosen by the City. If the City requires an employee to submit to an examination by a physician designated by the City, the City will pay the medical expenses to the extent they are not covered by insurance.

Section 12.5 - Sick Leave Utilization

Sick leave shall be used in hourly increments. Sick leave may be utilized only for the following purposes:

1. Personal illness or physical incapacity resulting from causes beyond the employee's control (except when incurred in connection with compensated service outside of his employment with the City); or
2. Illness of a member of the employee's immediate family (spouse or significant other, son or daughter including legally adopted, foster and stepchildren, or parent or parent in-law) that requires the employee's personal care and attention. Employee shall inform the city of the individual requiring the use of sick leave, and make reasonable efforts to minimize the extent of time required. A "significant other" is one who maintains a quasi-spousal relationship with the employee, and who can supply proof of legal residency with the employee.

The general requirement is that employees using sick leave are required to remain at home, unless there is a reasonable explanation for leaving home such as getting medication, visiting the doctor, or acting in accordance with legitimate care for self or immediate family member. An employee shall not engage in other third-party work or recreational activities while on sick leave.

Section 12.6 - Sick Leave Buy Back

Upon normal retirement or death, an employee shall be compensated in cash for 50% of his or her accumulated, unused sick leave bank. The City will calculate the value of the sick leave

bank at the employee's regular rate of pay as of his or her last scheduled day of work for the City. Normal retirement occurs when an employee who leaves the employment with the City either has 20 years of service with the City and/or is able to immediately draw pension benefits from a City sponsored fund.

Section 12.7 - Sick Leave Abuse

Upon sufficient evidence of the abuse of sick leave, the employee shall not be paid for such leave taken nor shall the employee accrue any rights such as seniority or other rights. The general requirement is that employees using sick leave are required to remain at home, unless there is a reasonable explanation for leaving home such as getting medication, visiting the doctor, or acting in accordance with legitimate care for self or immediate family member. An employee shall not engage in other third-party work or recreational activities while on sick leave. "Abuse" of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement. All employees agree to cooperate fully with the Department in verifying illness.

An employee who falsifies information and misrepresentation of the reason for requesting sick leave may be subject to disciplinary action. Sick leave abuse occurs when an employee uses sick leave for unauthorized purposes or misrepresents the actual reason for charging an absence to sick leave. Abuse may also occur when an employee establishes a pattern of sick leave usage over a period of time such as the day before or after a holiday, on the day before or after scheduled days off, after paydays, any one specific day, half-day, or a continued pattern of maintaining zero or near zero leave balances.

The Employer and Council agree that sick leave abuse is a very serious offense, and the parties further agree that it is in the interest of the Council and the Employer that the Employer use all reasonable means to ascertain and effectively deal with sick leave abuse.

Sick leave benefits shall not be used, if the injury or illness occurred while the employee was performing compensated service outside of his employment with the City, without the prior approval of the Police Chief or his designee.

Section 12.8 - Employment While on Sick Leave

An employee, who is absent from duty because of illness or injury, shall not be employed by employers other than the City (including self-employment) while the employee is using sick leave benefits, without the prior approval of the Police Chief or his designee.

Section 12.9 - Sick Leave Donation

Bargaining unit members may each donate up to thirty-six (36) hours of sick leave per year to another bargaining unit member who has no sick leave time remaining and is in need. Members wishing to voluntarily donate leave time shall inform Human Resources, in writing, of their intention to do so, and the amount of hours they wish to donate. They shall do so on the forms and in the manner prescribed by Human Resources. The Employer shall keep an account of all sick time hours so donated.

ARTICLE XIII - ADDITIONAL LEAVES OF ABSENCE

Section 13.1 - Unpaid Discretionary Leaves

The City in its discretion may grant an unpaid leave of absence under this Article to any bargaining unit employee where the City determines there is good and sufficient reason. The City shall set the duration, terms and conditions of such leaves. Any such leave shall be approved by the City Manager before commencing.

Section 13.2 - Application for Leave

Any request for a leave of absence shall be submitted in writing by the employee to the Police Chief or his designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by the City Manager or his designee and it shall be in writing.

Section 13.3 - Personal Days

Each post-probationary employee shall receive three (3) paid personal days, as well as their birthday, off each calendar year, to be scheduled with the approval of the Chief or his designee. Personal days, including birthday, will be accrued according to the schedule the employee is working. (i.e. 10-hour employees will accrue three (3) 10-hour personal days and one (1) 10-hour birthday, for a total of four (4) 10-hour paid days off. An 8-hour employee will accrue three (3) 8-hour personal days and one (1) 8-hour birthday for a total of four (4) 8-hour paid days off.)

The Chief or his designee reserves the right to deny the time off request based on needs of the Department. Personal days may not be used immediately before or after a holiday unless either scheduled and approved two (2) weeks in advance or in the event of extreme emergency in which case the City may request an explanation. Personal days may be used in one-half (1/2) day increments and must be used by December 31 of the calendar year in which they are earned. The deadline to use the third personal day earned in the 2022 calendar year shall be extended to March 1, 2023.

If an employee leaves City service, prior to their actual date of birth, the employee will not be paid for this day. If the employee had previously taken the birthday as a floating holiday, then the employee shall reimburse the City for the time taken.

Section 13.4 - Military Leave

Military leave shall be granted in accordance with applicable State and Federal laws concerning Military Leave, subject to the City's option at its sole discretion to provide additional benefits if done in accordance with a city-wide policy applied in a non-discriminatory manner. Employees must apply for such leave as soon as they are aware of the need for such leave. It is further understood that any employee enlisted in military service and subject to immediate call to active duty as of August 24, 1992 will be granted military leave in accord with present City policy providing for supplemental payment so that such employee experiences no loss of pay for his period of active service. Copies of all orders are required before any benefits are paid or military leave granted.

The City will pay the difference between the employee's regular salary (without any overtime) and the amount received in military reserve pay. The employee shall present their military reserve pay voucher to their supervisor for payroll processing. All salaries and fees received by an employee on military leave up to that amount paid as salary by the City (other than meal, housing, or travel allowances) shall be paid to the City by the employee. Payment to the City shall be accomplished by deducting the amount of applicable military reserve pay from the employee's regular payroll. The employee would then receive the difference between the regular payroll and the amount of military reserve pay. Application by the employee must be made to the Department Head in order for him to receive this pay and the necessary official papers showing the time of training and the base pay of the employee while on training must be provided.

Section 13.5 - Funeral Leave

In the event of a death in the immediate family, an employee may take up to three (3) consecutive days off and receive regular straight-time pay to attend the funeral. Such leave period ordinarily shall start the day after the employee learns of the death, unless the employee learns of the death while on duty, in which case he may elect to begin funeral leave immediately. For purposes of this section, immediate family shall include an employee's or their spouse's family members. Family members shall be defined as:

Legal Spouse or Significant Other
Son or Daughter (inc. legally adopted and step-children)
Son or Daughter in-laws
Parents including step-parents
Parent in-laws
Brother or Sister including half & step
Brother or Sister in-laws
Grandparents
Grandchildren

Employee may take one (1) day Funeral Leave to attend the funeral or visitation in the event of the death of an Aunt or Uncle of the employee only (not spouse).

An employee shall provide satisfactory evidence of the death of a member of his immediate family and of the employee's attendance at the funeral if so requested by the City. Funeral leave may be extended at the discretion of the Chief and City Manager on a case-by-case basis and under the terms and conditions they proscribe, including requiring the use of accumulated vacation days, personal days, and/or sick leave.

Funeral leave is designed to provide employees with paid time away from work to grieve and to handle matters related to a death in their family. The three days afforded to employees normally run between the date of death to and including the date of funeral ceremony.

Section 13.6 - Leave for Illness or Injury

- (a) In the event an employee is unable to work by reason of illness or injury, the City may grant a leave of absence without pay during which time seniority shall not accrue for so long as the employee is unable to work. This provision does not affect rights and

obligations of employees and the City under the Workers' Compensation Act, 820 ILCS 305/1 et seq.

- (b) To qualify for such leave, the employee must report the inability to work because of illness or injury as soon as the illness or injury is known, and thereafter furnish to the Police Chief or his designee a physician's written statement showing the nature of the illness or injury and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, the employee shall furnish a current report from the attending doctor at reasonable intervals as required by the City.
- (c) Before returning from leave of absence for injury or illness, or during such leave, the employee at the discretion of the City may be required to have a physical examination by a doctor designated by the City to determine the employee's capacity to perform work assigned. A leave of absence for illness or non-job related injury would under no circumstances be granted until an employee's entire accrued sick and vacation leave is first exhausted.

Pregnancy, childbirth, and related conditions are considered the same as any other medical condition.

Section 13.7 - Benefits While on Leave

- (a) Unless otherwise stated in this Article or otherwise required by law, length of service shall not accrue for an employee who is on an approved unpaid leave status as provided in Section 13.1. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued after the period of the leave. Upon return the City will place the employee in his or her previous assignment, if vacant; if not vacant, the employee will be placed in the first available assignment provided he possesses the skill and ability to perform the work without additional training.
- (b) If, upon the expiration of a leave of absence, there is no work available for the employee or if the employee would have been laid off except for his leave, he shall go directly on layoff.
- (c) During an approved unpaid leave of absence or layoff under this Agreement, an employee shall be entitled to coverage under applicable group medical and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and arrangements to pay all insurance premiums involved, including the amount of premiums previously paid by the City.

Section 13.8 - Non-Employment Elsewhere

A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment without prior written approval of the City Manager.

Employees who engage in employment elsewhere during such leave without such prior written approval may immediately be terminated by the City.

Section 13.9 - Family and Medical Leave Act

The City reserves the right to implement the Family and Medical Leave Act consistent with the law and to promulgate administrative policies and procedures.

Eligible employees are entitled to up to a total of twelve workweeks of leave during a twelve-month period. The twelve-month period is measured backward from the date an employee uses any FMLA leave. Thus, each time an employee takes FMLA leave, the remaining leave entitlement would be any balance of the twelve weeks not used during the immediately preceding twelve months. Employees on approved FMLA leave will be required to exhaust all accrued sick leave, personal leave, vacation leave, and compensatory leave before being eligible for unpaid leave. The sick leave, personal leave, vacation leave, and compensatory leave used will be counted as part of the 12 weeks of FMLA leave eligible to an employee.

All provisions herein shall be subject to and administered as provided within the Family and Medical Leave Act, 29 USC 2601 et seq.

ARTICLE XIV - WAGES

Section 14.1 - Base Wages

Employees covered by this Agreement shall be compensated in accordance with the wage schedule attached hereto and incorporated herein as Appendix A. In determining an employee's hourly rate of pay, the annual salary is divided by two thousand and eighty (2,080) hours and rounded to the nearest penny. The wage increase effective 5/1/22 shall be retroactively paid on all compensated hours.

Section 14.2 - Working Out of Classification

Any Telecommunicator who is assigned by the Chief of Police or his designee to work in the capacity of LEADS Coordinator due to his/her absence in excess of five (5) consecutive duty days shall be paid to his/her base pay an additional fifty cents (50¢) an hour.

Section 14.3 - Educational Incentive

All non-probationary employees shall be paid educational incentive pay in addition to the annual salaries set forth in the attached Appendices. Incentive pay shall be paid only if the educational courses taken are reasonably related to law enforcement or communications and have been approved by the City Manager and Chief of Police. Incentive pay shall be paid according to the following schedule:

<u>Credit Hours Earned for Incentive Pay</u>	<u>Additional Pay Earned by Qualification for Such Credit Hours</u>
10 credit hours	\$6.00 per month
20 credit hours	9.00 per month
30 credit hours	13.00 per month

40 credit hours	16.00 per month
50 credit hours	19.00 per month
Associate Degree in Law Enforcement or Communications Field	30.00 per month
70 credit hours	34.00 per month
80 credit hours	40.00 per month
90 credit hours	46.00 per month
Baccalaureate Degree	52.00 per month
Baccalaureate Degree in Law Enforcement or Communications Field	60.00 per month
Master's Degree in Law Enforcement	75.00 per month

For purposes of the incentive pay plan, personnel who have completed 15 hours of classroom work in approved courses shall be entitled to one hour of credit under the incentive pay plan. Basic training required by the State of Illinois in the Police Department and required or approved on-shift or on-duty training shall not be eligible for credit under the incentive pay program.

Section 14.4 - Emergency Medical Dispatch Certification

The City shall supplement the annual salary of each telecommunicator who meets and maintains designated emergency medical dispatch certification by 2.5% above their annual base salary schedule.

ARTICLE XV - INSURANCE

Section 15.1 - Coverage

The City shall continue to make available to non-retired employees and their dependents substantially similar group health and hospitalization insurance and life insurance coverage and benefits as existed prior to the signing of this Agreement. The City reserves the right to change or offer alternative insurance carriers, health maintenance organizations, or benefit levels or to self-insure as it deems appropriate, so long as the new or alternative coverage and benefits are substantially similar to those which they are replacing.

Section 15.2 - Cost

The City will continue to pay one hundred percent (100%) of the cost of full-time employees' individual group health and hospitalization insurance. The City will pay zero percent (0%) of the cost of family coverage above the cost of individual coverage, and the employee will pay one hundred percent (100%) of the cost of family coverage. The cost of an employee's portion of insurance premiums will be deducted from his or her paychecks.

The following health insurance deductible schedule shall take effect as of January 1, 2013:

Deductible in-network:	Individual \$1,000	Family \$2,000
Deductible out-of-network:	Individual \$2,000	Family \$4,000
Total Out-of-Pocket PPO:	Individual \$2,750	Family \$5,500
Total Out-of-Pocket Non-PPO:	Individual \$3,750	Family \$7,500

Payable Percentages: 80% PPO and 60% Non-PPO

Section 15.3 - Cost Containment

The City reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially similar. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, preferred provider provisions (provided such preferred provider options include a reasonable number of providers within Jefferson County), prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 15.4 - Life Insurance

The City shall provide, at no cost to the employee, life insurance coverage in an amount of not less than Five Thousand Dollars (\$5,000.00).

Section 15.5 - Terms of Insurance Policies to Govern

The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning an employee's claim for benefits under said insurance policies or plans shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the City, employee, or beneficiary of any employee.

Section 15.6 - Health Insurance for Retirees

The City may be required to continue health insurance coverage (cost paid by employee) for a retiring, terminating, or disabled IMRF member as required by Federal or State Legislation.

ARTICLE XVI - HEALTH AND SAFETY

Section 16.1 - Compliance with Laws

The City agrees to comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement. Employees shall comply with all safety rules and regulations established by the City and failure to so comply may subject an employee to discipline up to and including discharge.

Section 16.2 - Unsafe Conditions

No employee shall be required to use equipment which the City has found to be defective, unless and until the defect has been corrected. In the event an employee has justifiable reason to believe that his safety and health are in danger due to alleged unsafe equipment, he shall immediately inform his dispatch supervisor and follow the dispatch supervisor's direction relative to requesting repair, replacement, or continued operation of said equipment. If the dispatch

supervisor and employee disagree as to whether the equipment in question should be used, they will mutually contact the Police Chief and explain the matter to him. The Police Chief will then decide what action, if any, should be taken.

Section 16.3 - Safety Program

The FOP recognizes and supports the City's safety program, and agrees that an employee or employees may from time to time be asked to participate in this safety program. It is understood that the City retains the option to change, modify, or abandon this safety program at its discretion. To the extent that, in conjunction with said program, the City awards extra benefits, including personal days, to employees as an incentive for maintaining a safe work record, such awards will be within the City's rights.

ARTICLE XVII - GENERAL PROVISIONS

Section 17.1 - Gender

Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall be deemed to refer to both the masculine and feminine.

Section 17.2 - Ratification and Amendment

This Agreement shall become effective when ratified by the Labor Council and the City Council and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

Section 17.3 - Fitness Examinations

If there is any question concerning an employee's fitness for duty, or fitness to return to duty following a layoff or leave of absence, the City may require, at its expense that the employee have an examination by a qualified and licensed physician or other appropriate medical professional selected by the City. The City may also require any or all employees to take a complete physical exam as often as once a year, with one week's notice to the employee.

Section 17.4 - Physical Fitness Requirements

In order to maintain and improve efficiency in the Police Department, to best protect the public and to reduce insurance costs and risks, the City may establish a reasonable physical fitness program, which shall include individualized goals. All employees may be required to participate in any such program. Employees who fail to make a good faith effort to achieve individualized goals shall be subject to progressive discipline up to and including discharge. Before any such program is implemented, the City shall notify the Labor Council thirty (30) calendar days prior to the effective date of the program.

Section 17.5 - Drug and Alcohol Testing

The City may require a blood test, breathalyzer, urinalysis, or other drug/alcohol test of any employee whom the City reasonably suspects of using or being under the influence of a drug or alcohol in such a manner as to affect his/her work or performance in any manner.

The City may at its discretion randomly test 25% of the union membership up to four (4) times per year. Selection for the union membership to be tested will be as follows: The names of

the union membership shall be listed alphabetically and shall be numbered consecutively commencing with the number one (1). A number shall be placed in a container representing each number assigned to each union member. After the numbers are placed in the container, they shall be drawn one at a time from the container after they have been thoroughly shaken and mixed. The union member corresponding to the first number drawn shall be the first member tested. A union representative and the City Manager or his designee shall be present at the selection of union member to be tested.

Employees who are called into work after hours have the right of refusal of overtime if they feel that they are incapacitated or impaired due to influence of drugs or alcohol. It is the employees' responsibility to notify their Department Head of their reason for refusing overtime. Employees would retain their position on the overtime call out list if they disclose the reason for refusal. If the employee reports to work under the influence of drugs or alcohol, the employee would be subject to drug testing as outlined in this section.

Union members who are injured on the job which involves medical treatment; has an incident which another person is injured which involves medical treatment; involved in an incident that results in damage estimated by their Department Head, at the accident scene, to be over \$500.00 to City vehicle or equipment; and/or to any damage to the general public's property shall immediately submit to drug testing.

The City may also additionally randomly test an individual employee for twenty-four (24) months following a positive test result and/or for twenty-four (24) months following completion of an alcohol/substance abuse treatment program. The City also reserves the right to require a drug/alcohol test of all applicants seeking to be hired or transferred into the bargaining unit.

The testing laboratory shall be certified to perform tests under the Mandatory Guidelines for Federal Workplace Testing programs in effect at that time (hereinafter "Guidelines"). Positive drug test cut-off levels shall be established by the Department of Mental Health and Human Services (HHS) and published in the guidelines entitled "Mandatory Guidelines for Federal Workplace Drug Testing Programs". Test levels are subject to change by HHS as advances in technology or considerations warrant identification of substances at other concentrations.

In-house breathalyzer and drug screens may be administered for the preliminary screening of post-accident tests. The Department Head or his designee will conduct the in-house tests. If the test results are positive for drugs or alcohol then the employee will go to a medical clinic or lab for certified post-accident testing. If the test results are negative for drugs or alcohol, no further tests will be administered unless there is reasonable suspicion for a certified test. No employment or discipline decision will be made solely on the in-house test (PBT - Portable Breath Tests and over-the-counter 12-to-14 panel drug tests). No further tests will be administered unless there is reasonable suspicion for a certified test.

The City shall use only licensed clinical laboratories for such testing and shall be responsible for maintaining a proper chain of custody. The taking of urine samples shall not be witnessed unless there is reasonable suspicion to believe that the employee is tampering with the testing procedure. If the first test results in a positive finding, a confirmatory test (GC/MS or a

scientifically accurate equivalent) shall be conducted at City expense. An initial positive test result shall not be submitted to the City unless the confirmatory test result is also positive as to the same sample. Upon request, the City shall provide an employee with a copy of any test results, without charge, which the City receives with respect to such employee.

A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for another confirmatory test (GC/MS or a scientifically accurate equivalent) to be conducted by a licensed clinical laboratory of the employee's choosing and at the employee's expense. Once the portion of the tested sample leaves the clinical laboratory selected by the City, the employee shall be responsible for maintaining the proper chain of custody for said portion of the tested sample.

Use, sale, purchase, delivery or possession of illegal drugs at any time and at any place (on or off the job) while employed by the City, abuse of prescribed drugs, failure to report to the Chief any known adverse side effects of medication or prescription drugs which the employee may be taking, consumption or possession of alcohol while on duty (or being under the influence of alcohol while on duty, which shall be defined as a blood alcohol level of .02% or more) shall be cause for discipline, including termination.

A one-time, voluntary request for assistance with drug and/or alcohol problems (i.e. where no test has previously been given pursuant to the foregoing provisions) shall be held strictly confidential, and any information received by the City as a result of such a request shall not be used in any manner adverse to the employee's interests, except reassignment for a reasonable time to restricted duties if he is deemed unfit for duty in his current assignment. This provision shall not preclude discipline for other conduct related or unrelated to any such alcohol or substance abuse. An employee voluntarily seeking assistance shall not be disciplined (except for failure to fulfill obligations under an employee assistance/treatment program), but may be subject to random testing during and for one year following successful completion of an employee assistance/treatment program. The City's obligations to pay for treatment for alcohol/substance abuse shall be limited to services provided by the City's medical insurance plan in which the employee is enrolled. An employee will be allowed to use all accrued sick leave, vacation, and compensatory time off while attending a treatment program, and will be granted an unpaid leave of absence to complete such program after exhausting such paid time off.

Section 17.6 - Outside Employment

Employees shall not be employed by employers other than the City, nor shall they contract for or accept anything of value in return for services, nor shall they otherwise be self-employed for remuneration, without the written approval of the Police Chief. Employees wishing to hold outside jobs, including self-employment, shall apply in writing to the Police Chief for approval on a form provided by the City. Such application shall be approved or denied within ten (10) working days after submission. Written approval will not be unreasonably withheld where the employee establishes that the proposed employment will not (1) present a conflict of interest; (2) unduly infringe on the employee's ability to respond to a call-back or otherwise to do his job for the City; (3) conflict with the employee's work schedule for the Police Department; (4) violate Department rules and regulations; (5) increase the City's exposure to legal liability for the employee's off-duty activities; or (6) conflict with the mission, goals or objectives of the City. If outside employment,

including self-employment, has previously been approved or permitted by the City, and if it later appears that such outside employment, including self-employment, is in violation of the standards as set forth above, prior approval for such outside employment may be revoked, provided that the employee involved shall receive at least fourteen (14) calendar days advance notice in writing of such revocation.

Section 17.7 - No Smoking

All employees are strongly encouraged to quit smoking. Any employees who do not quit smoking may be required by City or department policy, as well as state law, to confine their smoking to a designated area(s).

Section 17.8 - Uniforms

The City shall maintain a quartermaster system of uniform replacement for Telecommunicators. The quartermaster system shall maintain prescribed items of shirts, pants, and personal equipment. Employees may wear their own pants and shoes, provided that they are in good condition.

Employees shall be required to clean and maintain uniforms. When the uniforms become damaged or worn beyond repair the City will replace them at no cost to the employee. Employees shall wear uniforms only in the course of their employment with the City.

Employees shall return all prescribed items of uniform clothing and equipment upon leaving City employment for any reason.

The Employer will provide polo shirts and pullover jackets through a quartermaster system. Each employee will be responsible for purchasing black or navy pants and black shoes. Receipts will be submitted for reimbursement by the Employer. Pants and shoes will be replaced when damaged, worn, or not of professional appearance. The uniform will be worn Monday through Friday. On Saturdays and Sundays, the employee will wear their departmental polo with either uniform pants and shoes or blue jeans and shoes of an appropriate nature. Blue jeans will be free of rips, tears, holes, excessive fading or in such a shape as to take away from professional appearance.

Section 17.9 - Training

Procedures, protocols, and equipment are anticipated to change during the life of the Agreement. Training due to changes will be required of all telecommunications personnel.

The employee has the responsibility to take and pass any required training. Failure to successfully complete required training may be grounds for progressive discipline up to and including dismissal.

Section 17.10 - Policy Manual

Every employee covered by this Agreement shall be issued a departmental policy and procedure manual for the workplace and shall acknowledge receipt of such document. The Police

Chief or his designee shall issue the policy manual within one year of the signing of this Agreement.

Section 17.11 - Light Duty

The City has the right to determine the availability of temporary light duty assignments and the right to assign employees who are unable due to injury or other temporary disability to perform the normal functions of their positions, but are deemed fit and qualified by the City to perform the assignment available. The City will make such assignments to employees on an equitable basis without regard to whether the injury or other temporary disability occurred while on or off duty. Such light duty assignments shall be limited to duties within realm of the Mt. Vernon Police Department, including dispatching.

Section 17.12 - Training Pay

Employees who spend a shift providing training and guidance for a new employee shall be compensated with an additional \$2.00 per hour.

ARTICLE XVIII - SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, is or shall at any time be contrary to or unauthorized by law, or modified or affected by the subsequent enactment of law, or held invalid and unenforceable by operation of law or by any board, agency or court of competent jurisdiction, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law and such provision shall be deemed modified to the extent necessary to conform to law; provided that in such event all other provisions of this Agreement shall continue in effect. Upon the issuance of a final decision (i.e., after the exhaustion of all appeals or lapse of time for filing such appeals by either the City or Labor Council) holding a provision of this Agreement invalid and unenforceable, such provision shall be subject to immediate renegotiation upon written request of either the City or the Labor Council served on the other party within fourteen (14) calendar days of such final decision.

If there is any conflict between the provisions of this Agreement and any legal obligations or affirmative action requirements imposed on the City by federal or state law, such legal obligations or affirmative action requirements thus imposed shall be controlling.

ARTICLE XIX - ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term, effective May 1, 2022 through April 30, 2026. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in this Agreement.

ARTICLE XX - TERMINATION

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30th day of April 2026, effective May 1, 2022 through April 30, 2026. The Agreement shall be automatically renewed from year

to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the April 30 anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the April 30 anniversary date.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

Executed this _____ day of _____, 2022.

CITY OF MOUNT VERNON:

**ILLINOIS FRATERNAL ORDER OF
POLICE LABOR COUNCIL**

APPENDIX A - WAGES

Telecommunicator Salary Chart

	Increase	4.0%	3.0%	3.0%	3.0%
	5/1/2021	5/1/2022	5/1/2023	5/1/2024	5/1/2025
START	\$40,950	\$42,588	\$43,866	\$45,182	\$46,537
Six Months	\$41,348	\$43,002	\$44,292	\$45,621	\$46,989
STEP 1	\$41,754	\$43,424	\$44,727	\$46,069	\$47,451
STEP 2	\$42,158	\$43,844	\$45,160	\$46,514	\$47,910
STEP 3	\$42,572	\$44,275	\$45,603	\$46,971	\$48,380
STEP 4	\$42,990	\$44,710	\$46,051	\$47,432	\$48,855
STEP 5	\$43,411	\$45,147	\$46,502	\$47,897	\$49,334
STEP 6	\$43,834	\$45,587	\$46,955	\$48,364	\$49,815
STEP 7	\$44,263	\$46,034	\$47,415	\$48,837	\$50,302
STEP 8	\$44,698	\$46,486	\$47,880	\$49,317	\$50,796
STEP 9	\$45,134	\$46,939	\$48,348	\$49,798	\$51,292
STEP 10	\$45,575	\$47,398	\$48,820	\$50,285	\$51,793
STEP 11	\$46,023	\$47,864	\$49,300	\$50,779	\$52,302
STEP 12	\$46,474	\$48,333	\$49,783	\$51,276	\$52,815
STEP 13	\$46,927	\$48,804	\$50,268	\$51,776	\$53,330
STEP 14	\$47,386	\$49,281	\$50,760	\$52,283	\$53,851
STEP 15	\$47,851	\$49,765	\$51,258	\$52,796	\$54,380
STEP 16	\$48,321	\$50,254	\$51,761	\$53,314	\$54,914
STEP 17	\$48,794	\$50,746	\$52,268	\$53,836	\$55,451
STEP 18	\$49,272	\$51,243	\$52,780	\$54,364	\$55,994
STEP 19	\$49,755	\$51,745	\$53,298	\$54,896	\$56,543
STEP 20	\$50,243	\$52,253	\$53,820	\$55,435	\$57,098
STEP 21	\$50,736	\$52,765	\$54,348	\$55,979	\$57,658
STEP 22	\$51,235	\$53,284	\$54,883	\$56,529	\$58,225
STEP 23	\$51,735	\$53,804	\$55,419	\$57,081	\$58,794
STEP 24	\$52,244	\$54,334	\$55,964	\$57,643	\$59,372
STEP 25	\$52,757	\$54,867	\$56,513	\$58,209	\$59,955
STEP 26	\$53,276	\$55,407	\$57,069	\$58,781	\$60,545
STEP 27	\$53,798	\$55,950	\$57,628	\$59,357	\$61,138
STEP 28	\$54,328	\$56,501	\$58,196	\$59,942	\$61,740
STEP 29	\$54,860	\$57,054	\$58,766	\$60,529	\$62,345
STEP 30	\$55,398	\$57,614	\$59,342	\$61,123	\$62,956

Leads Coordinator Salary Chart

	Increase	4.0%	3.0%	3.0%	3.0%
	5/1/2021	5/1/2022	5/1/2023	5/1/2024	5/1/2025
START	\$42,505	\$44,205	\$45,531	\$46,897	\$48,304
Six Months	\$42,923	\$44,640	\$45,979	\$47,358	\$48,779
STEP 1	\$43,341	\$45,075	\$46,427	\$47,820	\$49,254
STEP 2	\$43,765	\$45,516	\$46,881	\$48,288	\$49,736
STEP 3	\$44,193	\$45,961	\$47,340	\$48,760	\$50,223
STEP 4	\$44,627	\$46,412	\$47,804	\$49,239	\$50,716
STEP 5	\$45,064	\$46,867	\$48,273	\$49,721	\$51,212
STEP 6	\$45,504	\$47,324	\$48,744	\$50,206	\$51,712
STEP 7	\$45,950	\$47,788	\$49,222	\$50,698	\$52,219
STEP 8	\$46,399	\$48,255	\$49,703	\$51,194	\$52,729
STEP 9	\$46,853	\$48,727	\$50,189	\$51,695	\$53,245
STEP 10	\$47,312	\$49,204	\$50,681	\$52,201	\$53,767
STEP 11	\$47,776	\$49,687	\$51,178	\$52,713	\$54,294
STEP 12	\$48,243	\$50,173	\$51,678	\$53,228	\$54,825
STEP 13	\$48,714	\$50,663	\$52,182	\$53,748	\$55,360
STEP 14	\$49,191	\$51,159	\$52,693	\$54,274	\$55,902
STEP 15	\$49,676	\$51,663	\$53,213	\$54,809	\$56,454
STEP 16	\$50,162	\$52,168	\$53,734	\$55,346	\$57,006
STEP 17	\$50,655	\$52,681	\$54,262	\$55,889	\$57,566
STEP 18	\$51,152	\$53,198	\$54,794	\$56,438	\$58,131
STEP 19	\$51,654	\$53,720	\$55,332	\$56,992	\$58,701
STEP 20	\$52,162	\$54,248	\$55,876	\$57,552	\$59,279
STEP 21	\$52,672	\$54,779	\$56,422	\$58,115	\$59,858
STEP 22	\$53,188	\$55,316	\$56,975	\$58,684	\$60,445
STEP 23	\$53,710	\$55,858	\$57,534	\$59,260	\$61,038
STEP 24	\$54,237	\$56,406	\$58,099	\$59,842	\$61,637
STEP 25	\$54,773	\$56,964	\$58,673	\$60,433	\$62,246
STEP 26	\$55,311	\$57,523	\$59,249	\$61,027	\$62,857
STEP 27	\$55,855	\$58,089	\$59,832	\$61,627	\$63,476
STEP 28	\$56,402	\$58,658	\$60,418	\$62,230	\$64,097
STEP 29	\$56,956	\$59,234	\$61,011	\$62,842	\$64,727
STEP 30	\$57,518	\$59,819	\$61,613	\$63,462	\$65,366

APPENDIX B - SENIORITY LIST

FOP Telecommunicators Seniority List

	Name	Title	City Employment Date	FOP Seniority Date	Step In 5/1/22 Pay Scale
1	Cally Holzhauer	Leads Coordinator	3/9/2014	3/9/2014	8
2	Tim Dye	Telecommunicator	7/23/2014	7/24/2014	8
3	Lynda Rutherford	Telecommunicator	11/9/2014	12/8/2014	7
4	Angie Anselment	Telecommunicator	6/3/2019	6/3/2019	3
5	Tayler Hayes	Telecommunicator	11/5/2019	11/5/2016	2
6	Jade Johnson	Telecommunicator	3/14/2022	3/14/2022	Start
7	Megan Nesbit	Telecommunicator	8/9/2022	8/9/2022	
8	Lakin Tate	Telecommunicator	9/20/2022	9/20/2022	

APPENDIX C - DUES AUTHORIZATION FORM

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

I, _____ (insert your name), understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

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

Date: _____ Signed: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Personal E-mail: _____

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. Please check with your tax preparer regarding deductibility.



APPENDIX D - GRIEVANCE FORM

(use additional sheets where necessary)

Lodge/Unit No. / Year / Grievance No.

Date Filed: _____

Department: _____

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 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 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 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 RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given _____ Date _____

FOP Labor Council Representative





APPENDIX E - SICK LEAVE DONATION FORM

Name of Donor: _____

Department: Police Department (Telecommunicators)

Social Security Number: _____

Amount of Donation to be credited to Recipient: _____ (maximum of thirty-six (36) hours of sick leave per year to another bargaining unit member who has no sick leave time remaining and is in need)

Date of last donation: _____

I hereby certify that this donation is voluntary and given without expectation or promise for any purpose other than that authorized by the City of Mt. Vernon, Illinois.

Signature of Donor

Date

Recipient – Please have Medical Certification completed on page 2.

Name of Recipient: _____

Department: Police Department (Telecommunicators, only)

Social Security Number: _____

Date of last donation received: _____

I hereby certify that this receipt of sick leave is voluntary and given without expectation or promise for any purpose other than that authorized by the City of Mt. Vernon, Illinois.

Signature of Recipient

Date

This is to certify that the donor named above has a sufficient sick leave balance to donate the hours indicated under the provisions of City of Mt. Vernon, Illinois.

Signature of Director of Human Resources

Date

City of Mt. Vernon, Illinois
Medical Certification Form for Sick Leave Donations

To be completed by physician or other licensed health care provider.

Date: _____

Employee/patient's name: _____

Employee/patient's address: _____

The above-named employee/patient is currently under my care. The employee/patient cannot perform the essential functions of the employee/patient's position because of the employee/patient's serious health condition, which may include complications of pregnancy or childbirth, or recovery from childbirth.

The employee/patient's serious health condition began on: _____
(Please provide date)

I estimate that the patient will be able to return to work on: _____
(Please provide date)

Name of licensed health care provider: _____
(Please print)

Work phone: _____

Address: _____

Signature: _____

The Police Chief or his designee must forward the original signed form to the Human Resources Director.

Name of Donor: _____

Donor's current sick leave balance: _____ less _____ donation = _____

Donor's New Sick Leave Balance as of this date _____

Name of Recipient: _____

Recipient's current sick leave balance: _____ plus _____ donation = _____

Recipient's New Sick Leave Balance as of this date _____

Approved by: _____ Date: _____
City Manager