

CITY OF MATTOON, ILLINOIS
CITY COUNCIL BUDGET WORK SESSION AGENDA
March 10, 2016
1:00 P.M.
City Hall Council Chambers

1:00 PM BUDGET WORK SESSION MEETING

Pledge of Allegiance

Roll Call

Electronic Attendance

PRESENTATIONS, PETITIONS AND COMMUNICATIONS

This portion of the City Council meeting is reserved for persons who desire to address the Council. The Illinois Open Meetings Act mandates that the City Council may NOT take action on comments received on matters that have not been identified on this agenda, but the Council may direct staff to address the topic or refer the matter for action on the agenda for another meeting. Persons addressing the Council are requested to limit their presentations to three minutes and to avoid repetitious comments. We would ask you to state your name for the record as well as stand when speaking.

- **Public comments/presentations and non-agenda items**

NEW BUSINESS

1. **Motion – Adopt Special Ordinance No. 2016-1618: Approving a three-year successor Collective Bargaining Agreement with Police Benevolent and Protective Association Unit #35. (Gover)**
2. **The City Council and City Staff will review budgetary items in preparation for the FY17 Budget.**

Adjourn.

NEW BUSINESS

CITY OF MATTOON, ILLINOIS

SPECIAL ORDINANCE NO. 2016-1618

AN ORDINANCE APPROVING A THREE YEAR CONTRACT RENEWAL OF THE COLLECTIVE BARGAINING AGREEMENT WITH THE POLICE BENEVOLENT AND PROTECTIVE ASSOCIATION UNIT # 35

BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF MATTOON, COLES COUNTY, ILLINOIS, as follows:

Section 1. The Council hereby approves a three year contract renewal to the “Collective Bargaining Agreement” dated May 1, 2014 with the Police Benevolent and Protective Association Unit #35, a copy of which is attached and incorporated by reference.

Section 2. This ordinance shall be deemed published as of the day of its adoption and approval by the City Council.

Section 3. This ordinance shall be effective upon its approval as provided by law.

Upon motion by _____, seconded by _____, adopted this _____ day of _____, 2016, by a roll call vote, as follows:

AYES (Names): _____

NAYS (Names): _____

ABSENT (Names): _____

APPROVED this _____ day of _____, 2016.

Tim Gover, Mayor
City of Mattoon, Coles County, Illinois

ATTEST:

APPROVED AS TO FORM:

Susan J. O'Brien, City Clerk

Janett S. Winter-Black, City Attorney

Recorded in the Municipality's Records on _____, 2016.

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, by and between the CITY OF MATTOON, COLES COUNTY, ILLINOIS (hereinafter the "City") and, the POLICE BENEVOLENT AND PROTECTIVE ASSOCIATION, UNIT #35, (hereinafter the "Union")

"Parties" refers to the "City" and the "Union".

"Department" refers to the City of Mattoon Police Department.

"City" or "Employer" means the City of Mattoon, Coles County, Illinois, a municipal corporation.

"Union" means the Mattoon Police Benevolent and Protective Association, Unit 35

"ILRA" means the Illinois Labor Relations Act 5 ILCS 315/1 et seq.

ARTICLE 1

RECOGNITION

The Union is hereby recognized by the City as the exclusive bargaining unit for all members of the department subject to the jurisdiction of the Board of Fire and Police Commissioners of the City, except for the persons occupying the positions of the "Police Chief", "Deputy Police Chief".

ARTICLE 2

UNION SECURITY

Section 1 Union Business

Employees elected or appointed to represent the Union may be granted time to perform their Union functions, including but not limited to, attendance at regular and special meetings, and activities related to grievance procedures without the loss of pay, only to the extent that it does not interfere with the operations of the Employer. Members of the Union Negotiating Team shall be allowed time off for all meetings concerned with contractual bargaining. The Negotiating Team and the City shall mutually agree upon these meetings, provided that no off duty member of the Negotiating Team shall receive call back or pay for attendance.

Section 2 Dues Check-off

The City agrees to deduct union dues and assessments from the pay of those employees who individually request in writing that such deductions be made in an amount certified to be current by the Secretary-Treasurer of the local Union. The City shall remit the total amount of deduction each month to the Treasurer of the local Union.

Section 3 Fair Share Service Fee

The Employer agrees that all employees in the collective bargaining unit are required to pay their proportionate share of the costs of the collective bargaining process, contract administration, and pursuing matters affecting wages, hours, and other conditions of employment, but not to exceed the amount of dues uniformly required of members. The amount certified by the Union shall not include any fees for contributions related to the election or support of any candidate for political office. Nothing in this section shall preclude an employee from making voluntary political contributions in conjunction with his or her fair share payment.

Section 4 Right of Non-association

The foregoing Fair Share Agreement safeguards the right of non-association of employees based upon bona fide religious tenets or teachings of a church or religious body of which such employees are members. Such employees may be required to pay an amount equal to their fair share to a nonreligious charitable organization mutually agreed upon by the employees affected and the Union to which such employees would otherwise pay such service fee. If the affected employees and the Union are unable to reach an agreement on the matter, the Union shall petition the Illinois State Labor Relations Board to establish a list of charitable organizations to which such payments will be made.

Section 5 Administration of Payroll Deductions

New employees shall be required to pay the Fair Share Service Fee after they have completed thirty (30) calendar days of service with the Employer. Such Fair Share Fee shall be deducted from the employee's paycheck on the same basis that regular Union dues are deducted. The aggregate deductions of all employees and a list of their names, addresses and social security numbers shall be remitted monthly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in dues or other approved deductions in writing at least fifteen (15) days prior to its effective date. The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this section in the administration of payroll deductions for the Fair Share Service Fee.

Section 6 Printing and Supplying Agreement

This Agreement and any further Agreement shall be e-mailed by the City to each employee of the Department on their City e-mail within thirty (30) calendar days of the execution date of the Agreement. The City shall also be required to keep a hard copy of the Agreement on file to be made available for employees to copy.

ARTICLE 3

MANAGEMENT RIGHTS

The management of the operations of the Employer, the determination of its policies, budget and operations, the manner of exercise of its statutory functions and the direction of its work force, including but not limited to, the right to hire, promote, demote, transfer, allocate, assign and direct employees; to determine, declare and fill vacancies at its discretion; to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work or for other legitimate reasons; to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections and work to be performed therein; to determine quality; to determine the number of hours

of work and shifts per work week, if any; to establish and change work schedules and assignments, the right to introduce new methods of operations, to eliminate, relocate, transfer or subcontract work; to maintain efficiency and to take such actions as are necessary in an emergency is vested exclusively in the Employer provided the exercise of such rights by the Employer shall not conflict with any provisions of this Agreement or the Employer's authority under applicable statutes, including the Illinois Labor Relations Act.

ARTICLE 4

HOURS OF WORK

Section 1 12 Hour Shift

Police officers assigned to the Patrol Section shall work a rotating twelve hour shift schedule. The first shift will normally commence at 6:00 a.m. and will conclude at 6:00 p.m. The second shift will normally commence at 6:00 p.m. and will conclude at 6:00 a.m. The schedule shall consist of two days on, two days off, three days on, two days off, two days on, three days off, this schedule shall then repeat itself. The first and second shift will switch every seven weeks. The parties agree that changes can be made to this schedule by mutual agreement of the parties.

Section 2 5-2 Schedule

Police officers assigned to the T.A.S.K. Force, the detective section, and the school resource officer work a 5-2 schedule. The workday consists of eight hours on-duty for five consecutive days followed by two consecutive days off. The Police Chief shall have the discretion to vary the hours worked by officers assigned to this section.

ARTICLE 5

WAGES

Wages are as provided on Appendix A and shall be paid during the term of this Agreement over 26 pay periods annually and until such time as this Agreement has been extended, amended, modified or substituted by any subsequent agreement between the parties. Payroll checks will display gross wages for the pay period and payroll deductions. An employee will receive a copy of a "Personnel Action Payroll Change Form", which presents an itemized breakdown of the components of gross wages and any changes thereto. An employee's written approval will be required for all payroll deductions that are not authorized by this Agreement. All employees shall be required to be enrolled in the City's Direct Deposit program.

ARTICLE 6

OVERTIME

Section 1 Work Period

The parties agree that the work period for employees included under the overtime provisions of the Fair Labor Standards Act shall be twenty eight days for those officers working the 12 Hour Shift Schedule.

The work period for all other officers shall be seven days. The parties further agree that overtime compensation on an hourly basis shall not be paid until and unless an employee has worked more than one hundred sixty-eight hours in any twenty eight day work period for those officers working the 12 Hour Shift Schedule and forty-three hours in a seven day work period for all other officers.

Section 2 Overtime Rate

Employees entitled to overtime compensation shall be paid at the rate of one and one-half times their normal hourly rate of pay for each hour of overtime worked.

Section 3 Overtime Rules

- A. For officers working the 12 hour shift schedule the normal hourly rate of pay shall be paid for the first through the one hundred sixty-eighth hour worked in a twenty-eight day pay period.
- B. For officers working the 5-2 schedule the normal hourly rate of pay shall be paid for the first through the fortieth hour worked in any given seven day pay period.
- C. The normal hourly rate of pay is determined by dividing the sum of the annual salary plus longevity pay by 2,080 hours.
- D. Officers working "court time" shall be credited with the actual time worked, but not less than two hours. The Employer will normally provide a vehicle for transportation to court. In the event that an officer must use his personal vehicle for transportation to court, mileage shall be paid at the prevailing Internal Revenue Service approved rate. Mileage shall be calculated from the Police Station at 1710 Wabash Avenue to the place court is held. All court time earned under this paragraph shall be paid at one and one-half times the normal hourly rate of pay regardless of the total number of hours worked by the officer during the applicable twenty-eight day pay period. Subpoena and witness fees paid by others to officers shall be remitted to City. "Court time" is defined as required attendance at any state or federal court for trial or pre-trial purposes, arising out of employment with the Department.
- E. Employees who are scheduled to work the second shift and are also schedule for a court appearance the following morning shall be released from duty at 2:00 a.m. at the request of the employee, if manning permits. Such time shall be deducted from any court time payment under paragraph D above.
- F. In the event that an officer is subpoenaed for testimony in any court, he is entitled to and shall receive two hours pay if such appearance is canceled with less than twelve hours notice. Notice of cancellation is sufficient if notice has been provided to the Police Chief or his designee. The Police Chief or his designee shall make reasonable efforts to inform the officer subject to the subpoena of the cancellation.
- G. Officers who work Christmas Day shall be paid at the rate of one and one-half times the normal hourly rate of pay for each hour worked.
- H. In the event that an off-duty officer is called in for service outside the scope of his regular schedule, he shall receive credit for actual time worked, but not less than two hours pay.

- I. Each officer shall record actual time worked as he has in the past and shall complete an overtime slip of overtime worked. The Police Chief, or his designee, shall calculate time eligible for overtime pay and shall round time actually worked to the nearest one-half hour, up or down.
- J. Hours worked or credited under paragraphs E and/or G of this section shall be paid at straight time rates unless all or a portion of such hours are overtime as defined herein.
- K. The City shall attempt to equalize overtime for all employees. The City shall provide overtime sign up sheets on a tri-monthly basis, coinciding with regular shift changes. Employees who wish to be considered for overtime shall sign up on the turn sheet prior to the first day of the ensuing shift. Priority on the list shall be based on seniority. The City shall attempt to assign overtime to each person, in turn, provided that the City may take into consideration the skill and rank necessary to perform the overtime work. Officers shall be contacted, on the basis of seniority within rank. Any officer who refuses overtime work or is not available for overtime work when called shall go to the bottom of the list. The list shall remain operative until the officer with the lowest seniority has had an opportunity to be selected for overtime work. Upon the list having been exhausted, a new list shall be created by seniority. Such new list shall take into account transfers and new hires. It is expressly understood that no officer will be considered for overtime if the selection of said officer would involve working a double shift.
- L. Sick leave and compensatory leave shall be counted as hours worked in the calculation of total hours worked for overtime purposes.

Section 4 Compensatory Time Leave

Compensatory time or cash shall be paid to all officers for overtime earned as provided by the Fair Labor Standards Act (FLSA), or other terms of this Agreement. Employees shall have the option of carrying any unused compensatory time over into the following quarter. Each fiscal quarter any unused compensatory time will be paid in cash to the officer, unless the employee indicates his desire to carry any unused compensatory time over into the next quarter. All accrued compensatory time in excess of one hundred fifty (150) hours will be purchased by the City at the end of each succeeding fiscal year. Such payment shall be made no later than the pay day for the first complete pay period following the conclusion of the fiscal year. Pay for such accrued compensatory time shall be at the employees contractual rate of pay effective on May 1 of that year.

ARTICLE 7

VACATION LEAVE

- A. All officers shall receive paid vacation leave based on continuous years of service at the following rate:

Officers working the 5-2 schedule:

- Eighty hours upon completion of one year of service.
- One hundred twenty hours upon completion of seven years of service.
- One hundred sixty hours upon completion of fourteen years of service.
- Two hundred hours upon completion of twenty-one years of service.

Officers working the 12 Hours Shift schedule:

Ninety hours upon completion of one year of service.

One hundred thirty-five hours upon completion of seven years of service.

One hundred eighty hours upon completion of fourteen years of service.

Two hundred twenty-five hours upon completion of twenty-one years of service.

- B. Officers shall be allowed to use up to forty hours of vacation and any additional hours received for years in excess of 20 years in daily increments subject to the same guidelines governing the use of holiday time days as described herein. All other vacation shall be taken in not less than one-week increments. One week of vacation time shall be defined as the officer's regularly scheduled workweek.
- C. Officers may choose to carryover accrued vacation leave from one year to the next, but subject to a limit of two year's accrued vacation.
- D. Vacation time periods will be selected in the following manner:
 - 1. By order of seniority, each officer shall initially select a time period for one or more weeks of his vacation leave. If more than one week is initially selected, those weeks shall be taken consecutively.
 - 2. In the event that an officer elects to split his vacation leave between two or more time periods, his second and subsequent selections, if applicable, shall be made only after all of the other officers have made at least one selection.
 - 3. Second and subsequent selections, if applicable, shall also be made in order of seniority for those officers with such selections available.
 - 4. In the event, for any reason, that any officer fails to make a selection within ninety-six hours of a written request by a commanding officer, he shall then be deemed to have waived his seniority rights for that round of selection.
 - 5. Vacation leave shall be taken in not less than one-week increments. Officers who have completed twenty years of service and are eligible for up to five weeks of vacation, pursuant to Paragraph B of this section, shall be allowed to schedule any vacation time in excess of four weeks in one day increments, manpower permitting.
 - 6. Past practice shall control with respect to coordinating vacation schedules and departmental staffing, including adequate command personnel.
- E. An employee separating from service shall be compensated for accrued vacation pro-rated from the previous employment anniversary date to the date of separation.
- F. Employees separating from service shall be paid for accrued vacation based upon the employee's regular rate of pay at the time of separation. Officers may choose to be compensated for accrued vacation in one of the following methods:
 - 1. Full payment immediately upon separation of service;
 - 2. Full payment within one year of separation of service;
 - 3. Full payment of health insurance premiums until such time as the total amount due for accumulated sick leave is exhausted; or
 - 4. Partial payment of health insurance premiums until such time as the total amount due for

- accumulated sick leave is exhausted.
5. Place any amount (partial or full) into the employee's Post Employment Health Plan. This amount shall be done pre-tax.

Options 3. and 4. immediately above shall only be available to employees who are eligible to remain on the City's health insurance upon separation from service.

ARTICLE 8

HOLIDAY TIME

- A. Subject to the last paragraph of this section, each officer assigned to the 5-2 schedule shall receive thirteen (13) holiday time days per calendar year in lieu of holidays. Subject to the last paragraph of this section, each officer assigned to the 12 hour shift schedule shall receive one hundred seventeen (117) holiday time hours per calendar year in lieu of holidays. All holiday time days shall be with the approval of the officer's supervisor and the Chief of Police or his designee.
- B. Holiday time days shall be limited to a maximum of the number of days in an employee's regular schedule workweek.
- C. All holiday time days or hours shall be taken within the calendar year. When personal holiday time day(s) are denied due to staffing requirements, the employee need not resubmit the denied personal day(s) unless the employee desires to attempt to take the personal day on a different day. The employee may choose to bank the denied personal day(s) until the end of the fiscal year, at which time the total denied personal day(s) banked shall be cashed in at the employee's regular rate of pay. Cash out of personal days accrued, but not used, shall be paid on the second pay period of the month of April.
- D. Newly employed officers receive holiday time days at the rate of nine and three-quarters hours per month through December 31 of the year of their first anniversary.
- E. In the event that an officer retires during the year the holiday time days or hours shall be prorated from the beginning of the year to date of retirement. The officer shall be paid out for the prorated amount of holiday time days not taken and a deduction shall be taken if the officer has taken more than the prorated amount earned between the first of the year and the date of retirement.

ARTICLE 9

PERSONAL LEAVE

Employees assigned to the 12 hour shifts shall receive an additional 12 hours of personal leave each month as compensation for additional hours worked under the 12 hour shift schedule. All personal leave shall be with the approval of the officer's supervisor and the Chief of Police or his designee manpower permitting. All such personal leave shall be taken within the calendar year. When personal leave is denied due to staffing requirements, the employee need not resubmit the denied personal leave unless the employee desires to attempt to take the personal leave on a different day.

ARTICLE 10

SICK LEAVE

Section 1 Sick Leave

- A. Sick leave accrued prior to the inception of this Agreement shall be carried forward.
- B. Each Employee shall be credited in their sick leave account with 4.62 hours per each bi-weekly payroll period.
- C. The maximum number of sick leave hours that may be accrued by employees is 1260 hours.
- D. In the event than an employee uses all credited and accrued sick leave, vacation leave, personal leave, compensatory time and holiday time day then that employee may borrow as many as 10 sick leave days from sick leave days accrued in the future. Additionally, such employee may use any earned but unused vacation days for sick leave purposes. In the event that an employee leaves the service of the Employer with a debit balance in his sick leave account due to borrowing days as provided in the preceding paragraph, the value of such days as calculated by his then current rate of pay shall be deducted from the employee's final paycheck.
- E. Employees leaving the service of the City by way of retirement with a minimum twenty (20) years of service or a duty related disability pension (separation from service) shall be paid for their accrued sick leave according to the following schedule:

0-472 hours	No pay
473 -800 hours	Eight (8) hours pay for every sixteen hours accumulated from 0 to 800
801 plus hours	Eight hours pay for each eight hours accumulated from 801 to 1260 hours

Pay for sick days so accumulated shall be based upon the employee's regular rate of pay upon separation from service. Officers may choose to be compensated for accumulated sick leave in one of the following methods:

- 1. Full payment immediately upon separation of service;
- 2. Full payment within one year of separation of service;
- 3. Full payment of health insurance premiums until such time as the total amount due for accumulated sick leave is exhausted; or
- 4. Partial payment of health insurance premiums until such time as the total amount due for accumulated sick leave is exhausted.
- 5. Place any amount (partial or full) into the employee's Post Employment Health Plan. This amount shall be done pre-tax.

Options 3. and 4. immediately above shall only be available to employees who are eligible to remain on the City's health insurance upon separation from service.

- F. The use of twenty-four hours, for those officers working the 5-2 schedule, and thirty-six hours,

for those officers assigned to the 12 hour shift schedule, of sick leave shall not be compensated unless supported by a physician's statement.

Section 2 Major Illness Leave Pool

Employees who incur an extreme major illness which requires overnight in-patient hospitalization, outpatient surgical treatment or continuing outpatient treatment; and who have exhausted all of their vacation, sick, personal days, holiday and any other leave benefits; shall become eligible for benefits under the Major Illness Leave Pool.

All employees of the City shall automatically donate one hour per year to the Major Illness Leave Pool. If, as of January 1 of any year, the pool contains more than 1,000 hours then no hours will be automatically donated. The Major Illness Leave Pool Board may ask for additional hours to be donated if it determines that more hours are needed. Any hours donated shall remain in the pool until used.

Employees shall not be eligible to use the Major Illness Leave Pool if they have been discipline for sick leave abuse and/or have failed to provide a proof of illness, when required, during the previous twenty-four (24) month period or if they cannot provide a written doctors statement certifying the need to be off work longer than five (5) consecutive work days. Employees injured on the job and/or covered by workers compensation insurance shall not be eligible to use the Major Illness Leave Pool. The City shall establish one pool to serve all employees of the City. Employees shall be limited to receiving a maximum of two hundred forty (240) hours in any 12 month period.

The Major Illness Leave Pool shall be administered by the Major Illness Leave Pool Board. The board shall consist of one City Commissioner (the Commissioner of Accounts and Finances) who shall be the chairman, one member from American Federation of State, County and Municipal Employees -Local 3821, one member from Mattoon Fire Fighters Association -Local 691, one member from Police Benevolent and Protective Association Unit #35 and one member from the unrepresented workers. The City Administrator and City Clerk shall be ex-officio non-voting members. Members shall serve from their appointment until removal by their respective employee group. The board shall meet on an as needed basis, with meetings to be called by the chairman. The board is responsible for determining who shall receive the benefits of the pool and the amount of benefits to be given. If an employee disagrees with the decision of the Major Illness Leave Pool Board they may appeal to the Mattoon City Council. Under no circumstances shall the benefits given be greater than the time actually needed.

ARTICLE 11

OTHER LEAVES

Section 1 Bereavement Leave

- A. In the event of death in the family of an employee including spouse, parents, children (including stepchildren), brother, sister, grandparents, great-grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, step parents, sons-in-law, and daughters-in-law, grandchildren or legal guardian, an employee shall be granted leave of absence with full pay to make household adjustments, arrange for medical services, or to attend funeral services.
- B. An employee may request authorization for bereavement leave involving deaths other than

those listed above where the employee considers such leave justified; such authorization shall be at the sole discretion of the Chief.

- C. Bereavement leave shall not be in excess of twenty-four hours for those officers working the 52 schedule and thirty-six hours for those officers assigned to the 12 hour shift schedule. The Chief may at his discretion grant additional leave.
- D. Bereavement leave shall not affect any other leave

Section 2 Emergency Leave

Any employee may have one emergency leave of up to four (4) hours in the case accident or sudden illness in the employee's family. If the employee is absent more than four (4) hours, a replacement shall be acquired following the rules of overtime as prescribed by this Agreement. The employee's sick leave bank shall be charged for the time used less the original four hours of emergency leave for any leave time used under this Section.

Section 3 Education Leave

Employees may at the discretion of Chief be granted leave for educational purposes to attend conferences, seminars, briefings or actual classes in a school which are of a nature to improve, maintain, or upgrade that individual's certification, skills, and/or professional ability. While on education leave the employee will receive his or her regular daily wage for each day that he or she would have worked. The City will absorb the costs incurred for continuing education. Costs may include, but not be limited to tuition, room and board, book fees, and any other related costs.

Section 4 Family Medical Leave

Family Medical leave shall be provided in accordance with the Family Medical Leave Act of 1994 and the rules and regulations promulgated thereunder.

Section 5 Jury Duty

In the event an officer serves jury duty on days which he is scheduled to work he shall receive his regular pay at his normal hourly rate of pay. Such officer shall remit to the Employer all payments received by officer for jury duty, with the exception of payments for mileage, meals and parking fees. In the event an officer serves jury duty on days which are otherwise scheduled as his days off, he shall be allowed one of compensation time for each such hour served on his/her day off.

Section 6 Leave without Pay

- A. Unpaid leave of absence may be requested in writing. The request shall be submitted to the Chief of Police giving the reason and the estimated duration of absence. Employees are not entitled to any such leave; however, the Employer will give due consideration to all such requests.
- B. PB&PA designated members of the bargaining committee shall be allowed leave for actual bargaining sessions with the City representative. Such leave shall be allowed without pay and

shall be allowed provided that there is available scheduled manpower to provide necessary police services.

ARTICLE 12

INSURANCE

Section 1 Health Plan

- A. Effective May 1, 2014, the Employee shall pay 17.5% 15%, effective May 1, 2015, the Employee shall pay 20% and effective May 1, 2016, the Employee shall pay 22.5% of the cost of the health insurance plan by payroll deduction. Changes to the employee's share of the cost of the health insurance plan will take effect on a retrospective basis with the first paycheck of May after the cost for the preceding calendar year are disclosed by the Employer's health insurance.
- B. The Employer has established a Section 125 Plan as authorized by Internal Revenue Code. The Employer shall pay the cost of administering the plan. Employees may use the Plan according to the rules and regulations established thereunder. The Employer is authorized to exclude a monthly amount voluntarily elected by an employee from salary otherwise payable each employee and contribute such amounts to the Plan Trustee in accordance with the Participation Agreement established for the Section 125 Plan. The Employer will select a third party by a competitive procedure to administer the Section 125 Plan.
- C. Benefits under the health care plan shall be available to a surviving spouse of any employee or retired employee until such time as the surviving spouse reaches the age of sixty-five (65) and such coverage shall be available to dependent children until such time as they reach twenty-six (26) years of age. Coverage for such surviving spouse or dependent children shall not be available unless the deceased employee or deceased retired employee was a member of the group plan at the time of their death. In the event that any surviving spouse or dependent is extended any medical coverage, Medicare coverage, or other insurance benefit or governmental benefit for health coverage, the benefit under this group shall be coordinated with such other benefit so as to result in the lowest net cost to the City or the City's health care plan without a decrease in available benefits or coverage to such surviving spouse or dependent. Premiums for such health care coverage for a surviving spouse or dependent shall be paid by someone other than the City.

Section 2 Life Insurance Plan

The Employer agrees to provide a minimum of ten thousand dollars (\$10,000.00) life insurance for each employee and ten thousand dollars (\$10,000.00) for each dependent until the employee retires from active service, resigns or is terminated with the Department. Employee agrees to compensate the Employer by payroll deduction for the additional charge in premiums due to the additional coverage.

Section 3 Indemnification and Insurance for Malpractice and Occupational Injuries

Indemnification and insurance for malpractice and occupational injuries shall be provided in accordance with requirements of state and federal law and the rules and regulations promulgated thereunder.

Section 4 Post-Employment Health Plan

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~~The Employer shall establish a Post-Employment Health Plan (PEHP) for each employee. The Employer shall contribute \$25.00 per month, per employee who was employed by the City on May 1, 2006, to the Plan Trustee in accordance with the Employer Participation Agreement. The City shall be responsible for paying any and all administrative costs for the PEHP accounts. The City's contribution shall automatically expire on April 30, 2014.~~

ARTICLE 13

GRIEVANCE PROCEDURE

Any grievance or dispute, which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the manner prescribed by this Article.

Section 1 Definitions

"Immediate Supervisor"-means the next highest-ranking Supervisor, following the established chain of command.

Section 2 Time Limits

- A. Grievances must be submitted within twenty (20) days of the cause-giving rise to the grievance.
- B. The time limits set forth in this Article will take effect at the time of receipt of the grievance or the answer to the grievance, but may be extended by mutual consent of both parties.
- C. Failure of the Employer to meet time limits shall automatically advance the procedure to the next level. Failure of the employee to meet time limits except as provided in (B) above shall be considered as a withdrawal of the grievance. However, should the Employer give notice of the failure to meet time limits, the employee shall have fifteen (15) days to re-file said grievance. If the Employer gives no notice, the employee shall have thirty (30) days to re-file the grievance. All actions taken prior to re-filing shall remain as the decision at that level. Withdrawal shall have no value as precedent.

Section 3 Procedure and Steps

Step 1. An employee may, with or without the presence of a representative of the Union, submit a grievance orally to the employee's immediate Supervisor. The Supervisor shall attempt to adjust and/or address the grievance at that time and render an oral decision within twenty-four (24) hours.

Step 2. If the grievance is not settled at Step 1, the grievance shall be submitted in writing to the Police Chief within seventy-two (72) hours, who shall render a written decision within seventy-two (72) hours after receipt of the grievance. The Employer shall notify the Union within seventy-two (72) hours of the receipt of the grievance. Irregardless of whether the employee requests the attendance of the Union, the Union shall have the right to participate in said procedure, at each step.

Step 3. If the grievance is not settled at Step 2, the grievance shall be submitted in writing within three (3) days to the City Administrator who shall render a written decision within fourteen (14) days after the receipt of the grievance.

Step 4. In cases of discipline, if the grievance is not settled at Step 3, ~~the employee must make an irrevocable election within ten (10) days to advance the grievance to arbitration or to the Board of Fire and Police Commissioners, who shall thereafter render a decision within the~~ grievance shall be submitted in writing within ten (10) days to the Board of Fire and Police Commissioners, who shall render a written decision within thirty (30) calendar days after the receipt of the grievance. All other grievances shall not be subject to this Step.

Step 5. ~~In cases other than discipline,~~ if the grievance is not settled at Step 3 or Step 4, as applicable, the grievance shall be submitted to arbitration by either of the parties upon written notice, within fifteen (15) calendar days to the other party.

Step 6. Arbitration

- A. The parties agree that they shall jointly request a panel of arbitrators to be supplied by the Federal Mediation and Conciliation Service (FMCS) or other mutually agreed arbitration service.
- B. Each party shall strike potential arbitrators from the list in alternate. The first strike shall be determined by the flip of a coin. The last name remaining shall be selected as arbitrator; provided, each party shall have the right to reject one (1) complete list prior to beginning to strike names.
- C. The findings of the arbitrator shall be final and binding upon both parties.
- D. The arbitrator's expense and compensation shall be borne equally by both parties.
- E. The arbitrator shall consider and decide only the issue or issues of contract interpretation or application raised by the grievance and appealed to arbitration. The parties shall endeavor in good faith to stipulate to the grievance issues(s) in dispute but if they are unable to do so, the Arbitrator shall frame the issue. The arbitrator shall have no authority to make a decision on any issues not raised by the grievance appealed to arbitration. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this agreement.

ARTICLE 14

DEPARTMENTAL RULES, REGULATIONS AND POLICIES

Any rules and regulations adopted by the Employer for the orderly management of the Police Department, not in conflict with the terms of this Agreement, are hereby incorporated by reference.

Section 1 Standard Operating Policies

A Committee consisting of the Police Chief, the Deputy Police Chief and two members of the Union appointed by the Union shall meet as needed throughout the year to review and make

recommendations for changes in the Standard Operating Policies (SOPs). This Committee shall meet for review of the SOPs throughout the year when a circumstance suggests change is necessary.

Section 2 Ordinance Rules

A Committee consisting of the Police Chief (Commissioner of the Police Department, Chairman of the Board of Fire and Police Commissioners and three members selected by the Union shall be established to periodically meet, review and make recommendations for changes in said "Ordinance Rules". The Committee may recommend to the Board of Fire and Police Commissioners and City Council changes desired by the Committee. Should the Committee members disagree on recommendations, both the Union and Police Chief shall have the right to present the respective language changes to the Board and Council.

Section 3 Policy Advisory Committee

A representative of the Union, appointed by the Union, shall be a member of the Police and Fire Department Policy Advisory Committee.

Section 4 Final Determinations on Rules and Regulations

Final authority for proposed changes to "SOPs" and "Ordinance Rules" is vested in the Board of Fire and Police Commissioners or the City Council, as applicable, provided that:

- A. No change shall be effective which is in conflict with the terms of this Agreement; and
- B. If a proposed change affects a benefit or condition of employment not covered by an express term of this Agreement and which is a mandatory subject of collective bargaining under §7 of the ILRA, it shall not be unilaterally implemented, but upon request of the Union shall be subject to negotiation between the parties.

ARTICLE 15

WORK PRESERVATION

Section 1 Bargaining Unit Integrity

If the Employer wishes to transfer work done by Bargaining Unit Members to persons outside the Bargaining Unit, it must first bargain the transfer with the Union. In accordance with past practice, temporary help may be used to perform work, which cannot be performed by regular employees for reasons of employee availability or excessive workflow. The Employer shall retain the right to use temporary and part time employees in accordance with past practices.

Section 2 Mutual Aid Agreements

Mutual Aid Agreements now in existence shall be allowed in accordance with past practice. However, it is specifically agreed that said agreements shall not be used by the Employer as a method to reduce the current work force of the Bargaining Unit or to reduce overtime compensation for emergency call outs.

Section 3 Additional Duties/Volunteer Service

- A. Except in case of emergency, no member of the Bargaining Unit shall be required to perform duties inconsistent with the duties set forth by the rules and regulations currently adopted. Nothing herein shall prohibit a member of the Bargaining Unit from performing additional tasks and/or projects on behalf of the Department with consent of both the Union and the Chief.
- B. The Employer shall maintain the right to use auxiliary police officers in accordance with past practice and applicable state law. Provided, however, that no auxiliary police officer shall be used to diminish the use of sworn officers who are members of the bargaining unit. It is expressly understood between the parties that should the Union object to the use of auxiliary police officers, regularly scheduling practices will be adhered to. No overtime payments will inure to the benefit of Union members for the non-use of auxiliary police officers, provided the minimum staffing standards are maintained.

ARTICLE 16

SENIORITY

Section 1 Definition of Seniority

Seniority shall be determined by continuous service in the Police Department calculated from the most recent date of hire. Only resignation, discharge, service outside the bargaining unit or retirement shall break continuous service. This definition of seniority shall not bind the Board of Fire and Police Commissioners except in accordance with this Agreement.

Section 2 Seniority List

The Police Chief shall maintain and post annually a current seniority list.

Section 3 Layoff and Recall

In case of a personnel reduction, the employee with the least seniority shall be laid off first. Employees shall be recalled in the order of their seniority. No new employee shall be hired until all laid off employees have been given ample opportunity to return to work and have returned to work with thirty (30) days of written notice. In the event of any rule, regulation, statute or interpretation of law, which shall control the Board of Fire and Police Commissioners, then such rule, regulations, statute or interpretation shall control.

ARTICLE 17

DRUG POLICY

The use of illegal drugs and the abuse of legal drugs and alcohol by members of the Department present unacceptable risk to the safety and well being of other employees and the public, invite accidents and injuries, and reduce productivity. In addition, such conduct violates the reasonable expectations of the public that employees who serve and protect them obey the law and be fit from the adverse affects of

drug and alcohol abuse. In the interest of employing persons who are fully fit and capable of performing their jobs, and for the safety and well being of employees and resident, the Employer and the Union agree to establish a program that will allow the Employer to take the necessary steps, including drug and/or alcohol testing, to implement the general policy regarding drugs and alcohol. Such policy shall be implemented in accordance with the procedures and conditions set forth in Appendix C, attached to this Agreement.

ARTICLE 18

SCHEDULING AND STAFFING

Minimum staffing shall be maintained on all shifts. Minimum staffing shall consist of four (4) police officers per shift, including the shift commander. On Friday and Saturday, second and third shifts, minimum staffing shall consist of five (5) officers, including the shift commander. If the Employer wishes to change the minimum staffing, then the Employer shall give notice to the Union of its desire to reopen this Agreement for purposes of discussing minimum staffing levels. In the event the parties are unable to agree on minimum staffing, then either party may submit the issue to interest arbitration pursuant to Section 14 of the Illinois Public Labor Relations Act. The City may obtain a recommendation from the Safety Committee.

ARTICLE 19

PROMOTIONS

The parties recognize the need to establish a fair and equitable procedure for establishing promotional lists for promotions to position of higher rank. The parties agree to continue negotiating on this matter. The City shall make every effort to promote qualified individuals into said ranks within 60 days of the position becoming available.

ARTICLE 20

UNIFORMS, CLOTHING AND EQUIPMENT

Section 1 Uniform Clothing and Protective Gear

- A. Each police officer upon being assigned to duty will be issued personal protective clothing as required by State and Federal law and the rules and regulations promulgated thereunder.
- B. The Employer agrees to furnish each officer with the following equipment when necessary:
 - Approved Duty Weapon and three (3) magazines
 - Approved Duty Ammunition
 - Approved Leather Items to include: Holster, Duty Belt, Handcuff Case, Double Magazine Pouch, Flashlight Rind, and Baton Case/Holder
 - National Institute of Justice (NIJ) Approved Protective Ballistic Vest, replaced as needed upon the expiration of the Manufactures Warranty.
 - One (1) Shield (hat)

- Two (2) Breast (Shirt & Jacket) Shields.
- Approved Department Photo Identification Card
- Official City of Mattoon Commission Card
- Approved Expandable baton
- Mattoon Police Department Shoulder Patches as needed
- Mattoon Police Department Rules and Procedure Manual

C. Employer agrees to furnish each squad car with the following equipment:

- Two (2) "Mag-Lite" brand or equivalent, rechargeable flashlights for each squad car
- Two emergency blankets for each squad car
- One first aid kit with approved respiratory protective masks and protective (latex) gloves

D. The Employer further agrees to furnish that equipment which is required for any officer that is promoted within the department.

E. All above listed equipment shall be surrendered at the officer's resignation, retirement or termination of employment. Any officer not surrendering said equipment shall be billed for the replacement cost of said item. In the event the Employer is required to collect the amount billed and prevails in their collection effort; the employee shall pay the reasonable costs and attorney fees associated therewith.

Section 2 Personal Devices and Equipment

The Employer agrees to pay full replacement cost of lost or broken eye glasses or contact lenses rendered unusable as a result of an event occurring while the employee is on duty causing eye glass or contact lenses to be lost, broken or unusable. Hearing aids or other medically prescribed devices or equipment shall also be replaced when broken or rendered unusable in the course of duty.

ARTICLE 21

RESIDENCY

Employees **shall** reside within 20 miles of the corporate boundaries of the City of Mattoon.

ARTICLE 22

SAFETY

A Safety Committee with representation from each department of the Employer is established to meet on at least a quarterly basis for the purpose of identifying and correcting unsafe or unhealthy working conditions.

The Safety Committee shall:

1. Review and approve written policies and procedures for each of the written programs required by OSHA.

2. Conduct safety audits, review accident reports, formulate accident prevention recommendations, and otherwise critique the Employer's safety and risk management program.
3. Make personal inspections, participate in government inspections, and investigate complaints concerning allegations of unsafe or unhealthy conditions.
4. Promote education programs, which will motivate adoption of safe working habits.

Unions that represent the City's employees appoint members to the Safety Committee, one voting member from each work group. Employees who are not represented by a collective bargaining agent shall also have a voting member appointed by the Departmental Director from each work group. The City Administrator and Departmental Directors are non-voting "ex officio" members of the Committee. The City Clerk or the Clerk's designee is responsible for staffing the Safety Committee.

Where, following Safety Committee meetings, agreement is reached by a majority vote of the members as to the existence of an unsafe or unhealthy working condition, the Employer shall attempt to correct it within a reasonable time, utilizing existing budget funds. If no budget funds are then available, the City Administrator shall seek funding for such corrections in the budget for the Employer's next fiscal year.

A Union may grieve an unsafe or unhealthy working condition at any time at Step 3. In the event a grievance over this Section proceeds to Step 6 of the Grievance Procedure, an Arbitrator shall determine:

1. Whether the claimed unsafe or unhealthy working condition exists; and
2. If so, whether the Employer's proposed remedy is reasonable under the relevant circumstances.

If the Arbitrator determines that the claimed unsafe or unhealthy working condition exists and the Employer's proposed remedy is unreasonable, he/she shall order it corrected and the Employer shall make every effort to correct it using the best means available to do it. Provided, however, that where funds for the remedy have not been budgeted, the Employer shall make every effort to secure the necessary funds to correct the condition in the budget for the next fiscal year.

ARTICLE 23

LIGHT DUTY PROVISIONS

Light duty may be made available to officers who are injured and unable to perform their normal duties because of an extended illness or injury. Such light duty assignments will be made, or not, based upon the needs of the Department and the availability of any such light duty assignments.

ARTICLE 24

DISCIPLINE

- A. All disciplinary action against employees shall be carried out in accordance with Departmental rules, regulations, orders, policies, procedures, City ordinances and State Laws governing the discipline of police officers except modified herein.
- B. Discipline shall be progressive and corrective, and shall be designed to improve behavior and

not merely punish it. In some instances, an incident may justify severe disciplinary action including termination, depending on the seriousness of the incident. No employee shall be disciplined without just cause.

- C. Investigations shall be conducted in accordance with provisions of the Uniform Peace Officers Disciplinary Act (55 ILCS 725/1). Officers shall be informed, in writing, of their rights under said Act, and of their constitutional rights as dictated by current decisions of the U.S. Supreme Court prior to any interrogation.

ARTICLE 25

GENERAL PROVISIONS

Section 1 Holiday Pay

Regular members of the Police Department shall be paid for 48 hours straight time on the paycheck for the last pay period of November of each year as holiday bonus pay.

Should an employee leave the service of the City prior to the last pay period of November, or a "new" employee starts service with the City during the year, the City shall prorate the holiday pay at the rate of one-twelfth (1/12) of the total hours per month. For the purpose of calculating the prorated amount, sixteen (16) calendar days shall count as a full month. Employees leaving the service of the City prior to the last pay period in November shall receive this prorated amount with their last regular paycheck. "New" employees starting service with the City after the last paycheck in November shall receive the prorated amount, if any, with their last regular paycheck in December.

After April 30, 2009, the amount of holiday pay shall increase to 72 hours straight time on the paycheck for the last pay period of November of each year as holiday bonus pay.

Section 2 Discrimination

The parties to this Agreement agree not to discriminate against any employee because of race, color, creed, sex, disability, or national origin.

ARTICLE 26

LEGAL EFFECT AND SEVERABILITY

Section 1 State and Federal Laws

The parties agree that this Agreement is subject to the terms, conditions, and provisions of all State of Illinois and Federal statutes, case law and applicable administrative regulations; further, this Agreement shall be construed as being consistent therewith whenever possible.

Section 2 City of Mattoon Code of Ordinances

This Agreement incorporates by reference the City of Mattoon Code of Ordinances and all special ordinances now in effect. To the extent that this agreement is inconsistent with any ordinance of the City of Mattoon, the terms of this agreement shall control. It is the intention of the City to repeal any

provision of the Code of Ordinances or special ordinances to the extent that they are in conflict herewith.

Section 3 Invalidity

In the event that the parties agree or a court of competent jurisdiction declares that a portion of this Agreement is invalid for any reason, the parties shall bargain in good faith in an attempt to amend the Agreement with language that will not be invalid and that will give effect to the original intent and tenor of this Agreement. Should any portion be deemed null and void or invalid for any reason, it is the intention of the parties that the remainder of the agreement continues in full force and effect.

ARTICLE 27

PAST PRACTICES AND RESERVATIONS OF RIGHTS

Section 1 Custom and Practice

The Parties agree that all other items of pay, benefits and conditions of employment which have customarily been extended by the Employer to employees heretofore shall continue during the term of this Agreement. Pay and benefits shall not be changed during the term of this Agreement, except as may be mutually agreed by the parties.

Section 2 Reservation of Rights

It is understood and agreed that any of the rights, powers, or authority the Employer or Union had prior to the signing of this Agreement are retained by the Employer or Union except those specifically abridged, granted, or modified by this Agreement.

Section 3 Retroactive Application

The benefits of a successor agreement shall apply retroactive to May 1st of the first year of the successor agreement, but only those active employees on the Employer's payroll on the date the agreement is ratified by the Union. The term "active employees" includes employees on sick leave, family medical leave or disability status.

ARTICLE 28

DURATION

Section 1 Term

This Agreement shall become effective May 1, ~~2010-2014~~ and extend until the 30th day of April ~~2014~~ 2017.

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Section 2 Negotiation of Successor Agreement

Negotiations for a successor agreement shall be conducted according to the following procedure.

- A. At least 120 days prior to the termination date of this Agreement, the Union shall present to the

City a written proposal for any requested changes in wages, benefits, terms or conditions of employment.

- B. The City shall, at its next regularly scheduled meeting following receipt of the written proposal, but no later than thirty (30) days, discuss the proposal in executive session and shall direct its representative to respond in writing to the Union's request for negotiations.
- C. The parties shall meet from time to time as mutually agreed, to negotiate the terms of the successor Agreement.
- D. If no Agreement is reached within 60 days prior to the termination date of this Agreement, the parties shall jointly execute a letter to the Federal Mediation and Conciliation Service requesting the assignment of a mediator to assist in the negotiations for a successor Agreement.
- E. Unless mutually agreed otherwise, the parties shall schedule a negotiating session with the mediator during the month of April prior to the expiration date of this Agreement.
- F. If no agreement as to the terms of a successor Agreement is reached prior to the termination date of this Agreement, the terms of this Agreement shall be extended until the terms of a successor Agreement negotiated and modified by the parties or determined in accordance with the impasse procedures as provided in §14 of the Illinois Labor Relations Act.

This collective bargaining agreement was approved by Special Ordinance No. _____ adopted by the Mattoon City Council on the ____ day of _____, ~~2016~~ 2011

Tim Gover, Mayor City of Mattoon,
Coles County, Illinois

ATTEST:

Susan O'Brien, City Clerk

This Agreement is executed this ____ day of _____, ~~2016~~ 2011

POLICE BENEVOLENT AND PROTECTIVE ASSOCIATION UNIT #35:

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____



APPENDIX A
POLICE BARGAINING UNIT WAGE SCHEDULE

Active employees on the payroll as of the execution date of this Agreement shall receive a 0% increase retroactive to May 1, 2010; a 2% general wage increase effective May 1, 2011; a 2.5% general wage increase effective May 1, 2012; and a 3% general wage increase effective May 1, 2013. The term "Inactive employees" includes employees on sick leave, family medical leave or disability status. Retroactive amounts due shall be made within 30 days after the date this Agreement is ratified by the Union. Hourly rates are computed by dividing annual salary by 2,080 hours.

Section 1 Base Pay Schedule

Job Classification	2014/2015 Base Hourly Wage	2014/2015 Base Annual Salary
Patrol Officer (1st Year)	\$21.2019.40	\$44,104.7140,350.34
Patrol Officer (2nd Year)	\$25.4323.27	\$52,895.8948,393.19
Patrol Officer (3rd-5th Year)	\$25.7923.60	\$53,653.6949,086.48
Patrol Officer (6th-9th Year)	\$26.1723.95	\$54,448.3949,813.53
Patrol Officer (10 Years and Over)	\$26.5524.30	\$55,240.7050,538.40
Sergeant	\$27.7625.41	\$57,760.9752,844.14
Lieutenant	\$28.9826.51	\$60,281.3055,149.92
Captain	\$30.1927.62	\$62,801.5157,456.64

Job Classification	2015/2016 Base Hourly Wage	2015/2016 Base Annual Salary
Patrol Officer (1st Year)	\$21.7319.79	\$45,207.3241,157.35
Patrol Officer (2nd Year)	\$26.0623.73	\$54,218.2849,361.05
Patrol Officer (3rd-5th Year)	\$26.4324.07	\$54,995.0350,068.24
Patrol Officer (6th-9th Year)	\$26.8324.43	\$55,809.5950,809.80
Patrol Officer (10 Years and Over)	\$27.2224.78	\$56,621.7151,549.17
Sergeant	\$28.4625.91	\$59,204.9953,901.02
Lieutenant	\$29.7027.05	\$61,788.3356,252.92
Captain	\$30.9428.18	\$64,371.5458,604.72

Job Classification	2016/2017 Base Hourly Wage	2016/2017 Base Annual Salary
Patrol Officer (1st Year)	\$22.3820.18	\$46,563.5341,980.50
Patrol Officer (2nd Year)	\$26.8424.24	\$55,844.8250,348.27
Patrol Officer (3rd-5th Year)	\$27.2324.55	\$56,644.8851,069.57
Patrol Officer (6th-9th Year)	\$27.6324.92	\$57,483.8751,826.09
Patrol Officer (10 Years and Over)	\$28.0325.28	\$58,320.3652,580.15
Sergeant	\$29.3126.43	\$60,981.1354,979.04
Lieutenant	\$30.5927.59	\$63,641.9757,377.98
Captain	\$31.8728.74	\$66,302.6859,776.84

Job Classification-	2013/2014 Base Hourly Wage-	2013/2014 Base Annual Salary-
Patrol Officer (1 st Year)-	\$20.79-	\$43,239.92-
Patrol Officer (2 nd Year)-	\$24.93-	\$51,858.72-
Patrol Officer (3 rd -5 th Year)-	\$25.29-	\$52,601.66-
Patrol Officer (6 th -9 th Year)-	\$25.66-	\$53,280.78-
Patrol Officer (10 Years and Over)-	\$26.04-	\$54,157.55-
Sergeant-	\$27.23-	\$56,628.41-
Lieutenant-	\$28.41-	\$59,099.32-
Captain-	\$29.60-	\$61,570.11-

Section 2 Longevity Pay

A. In addition to the annual salary set forth above, each regular full-time employee shall be compensated for length of service (longevity pay) in the following amounts:

4 years -2 % of salary

Longevity pay shall increase by 1% for every two years subsequent to the fourth year of continuous service, up to and including 28 years of service.

B. Longevity pay will be based on employee's base salary as of anniversary date.

Section 3 Clothing Allowance

Regular members of the Police Department shall receive a clothing allowance, in addition to the above scale, in the sum of \$650.00 annually to be paid within 30 days after the date this Agreement is ratified by the Union in the first fiscal year of this Agreement and within 30 days after May 1st in each successor fiscal year of this Agreement. The Police Chief has the authority to designate what style of uniforms may be worn.

Section 4 Rank Differential Pay

Persons occupying the rank of Captain, Sergeant and Lieutenant shall each receive rank differential pay, in addition to the above scale, in the sum of ONE HUNDRED DOLLARS (\$100.00) to be paid each month.

Effective May 1, 2011, persons occupying the rank of Captain, Sergeant or Lieutenant shall each receive rank differential pay, in addition to the above scale, in the sum of ONE HUNDRED FIFTY DOLLARS (\$150.00) to be paid each month.

Section 5 Command Upgrade Pay

Any Police Officer acting in the capacity of a SHIFT COMMANDER shall receive an additional one dollar and fifty cents (\$1.50) per hour adjustment to his base hourly rate for the time period he or she assumes the SHIFT COMMANDER responsibilities. Assignments to the SHIFT COMMANDER responsibilities shall be made by the Police Chief or his designee, rather than by seniority, and such assignment shall be made when a Captain, Lieutenant, or Sergeant is not available to assume the command responsibilities.

Section 6 Stand-by Pay

- A. An officer assigned to the Criminal Investigation Unit, the K-9 Unit or other services assigned by the Chief is entitled to stand-by pay if he/she is required by the Employer to be on stand-by; that is to keep the Employer informed of his/her whereabouts on off-duty time and to be available for possible recall for work, either on a day the employee was not scheduled to work or for a period of time after completing the employees work day. An employee entitled to stand-by pay shall receive eight (8) hours compensatory time leave at an "adjusted rate" for each week of stand-by whether required to work or not. An officer assigned to the K-9 Unit is limited to 8 hours of stand-by pay per month. The parties agree that this "stand-by compensatory leave" is not compensable working time under the FLSA for which adjustments would be required in the employee's regular base rate.
- B. An employee shall NOT receive stand-by pay if he/she was not available upon call by the Employer during such stand-by time or did not keep the Employer informed of his/her whereabouts.
- C. Officers assigned to stand-by duty are not confined to home during these periods, but may come and go as they please so long as they can be contacted by phone and/or radio/pager. An employee assigned to stand-by pay shall be provided a radio/pager by the Employer for the purpose of contacting the employee on short notice if the need arises to contact the employee for possible recall work.
- D. An employee on stand-by shall receive four (4) hours of overtime pay for any holiday recognized by the Employer, which falls during their week of stand-by duty assignment.

APPENDIX B CITY OF MATTOON EMPLOYEE GROUP HEALTH PLAN

Current Plan
Prescription Drug Benefits
Calendar Year Maximum Benefit: None
Generic prescription: \$20.45 co-payment per prescription
Brand name prescription when generic equivalent not available: \$20.45 co-payment per prescription
Brand name prescription when generic equivalent is available: 50% co-payment per prescription
Mail Order Maintenance Drugs & Medications:
Generic prescription: \$20.45 co-payment per each order for 3-month supply
Brand name prescription when generic equivalent not available: \$20.45 co-payment per each order for 3-month supply
Brand name prescription when generic equivalent is available: 50% co-payment per each order for a 3-month supply

APPENDIX B CITY OF MATTOON EMPLOYEE GROUP HEALTH PLAN

Current Plan
Dental Benefits
Calendar Year Maximum Benefit: \$1,000
Calendar Year Deductible, Excluding Orthodontic Services: Individual Deductible Maximum - \$12500 Family Deductible Maximum - \$25000
Co-Payment Requirements: Preventative Services -10% Basic Services -20% Major Services -30%
Orthodontia for Dependent Children Under 19 Years of Age
Deductible -None Co-Payment -50% Lifetime Maximum -\$700 Per Child

APPENDIX B CITY OF MATTOON EMPLOYEE GROUP HEALTH PLAN

Current Plan
Medical Benefits
<p>CO-Payment Requirements After the Annual Deductible:</p> <ul style="list-style-type: none"> Accident Benefit -\$50 Co-Pay per ER visit up to \$300 PPO Providers -10% Non-PPO Providers -30% X-Ray and Laboratory Services -20% Ambulance -20% Prosthetic Devices -20% Durable Medical Equipment -20% Psychiatric & Substance Abuse Care 20% <p>Exceptions apply for:</p> <ul style="list-style-type: none"> • Inpatient Hospital Physician Services, where there is a 20% co-payment required for PPO Providers • Chiropractic Care, where there is a 20% co-payment uniformly required and a calendar year maximum benefit of 20 visits not to exceed \$500 • TMJ care, where there is a \$1,000 lifetime maximum. • Inpatient and outpatient rehab services, where there is a 60 day maximum per illness or injury. • Home health care, where there is a 100 visit per calendar year maximum benefit. • Private nursing, where there is a \$1,000 per month limit. • For obesity treatment, where there is a \$15,000 lifetime maximum. • For inpatient psychiatric care, where there is a 60 day calendar year maximum. • For inpatient substance abuse care, where there is a 30 day maximum. • For outpatient psychiatric and substance abuse care, where there is a 30 visit combined maximum per calendar year.

APPENDIX B CITY OF MATTOON EMPLOYEE GROUP HEALTH PLAN

Current Plan	
Calendar Year Deductible & Maximums	
Lifetime Maximum Benefit: None	
Calendar Year Deductible:	
Network:	Non-Network:
Individual - \$5300	Individual - \$7500
Family - \$1000600	Family - \$1,5000
The family maximum includes covered expenses that are used to satisfy deductibles for all family members combined. Carry-over deductible applies as provided in the current plan.	
There are separate yearly deductibles for dental benefits.	
Calendar Year Out of Pocket Maximum in Excess of Deductible:	
Individual:	
PPO Providers -\$1,000	
Non-PPO Providers -\$2,000	
Family:	
PPO Providers -\$2,000	
Non-PPO Providers -\$4,000	
The family out-of-pocket maximum includes out-of-pocket maximums for all family members combines. PPO/Non-PPO expenses will be applied equally toward the satisfaction of both the PPO and Non-PPO out-of-pocket maximums.	
There are separate yearly out-of-pocket maximums for dental benefits.	

APPENDIX C

POLICE DRUG TESTING POLICY

Section 1 Statement of Policy

It is the policy of the Employer that the public has the right to expect persons employed by the Employer to be free from the effects of drugs and alcohol. As the Employer, it has the right to expect its employees to report to work fit and able for duty. In order to further their goal of obtaining a drug and alcohol free workplace, the Employer has decided to implement a drug and alcohol testing program which we believe will help reduce accidents and casualties in Employer's workplace, and will help discourage substance abuse and reduce absenteeism, accidents, health care costs and other drug and alcohol related problems. Finally, we believe that this program will enhance the safety and health of our Employees.

Section 2 Prohibitions

The Employer prohibits the following conduct:

- A. Consuming, possessing or being under the influence of alcohol or illegal drugs (unless in accordance with duty requirements), at any time during the work day or anywhere on any City premises or job sites, including all Employer buildings, properties (except alcohol which is secured in the Employee's personal vehicle), vehicles and while engaged in Employer's business;
- B. Illegally selling, purchasing or delivering any illegal drug or alcohol during the workday or on the Employer's premises.
- C. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs, which they are taking.

Section 3 Drug and Alcohol Testing Permitted

A. Reasonable Suspicion

Where the Employer or his designated representative has reasonable suspicion to believe that an Employee is then under the influence of alcohol or illegal drugs during the course of the work day, the Employer shall have the right to require the Employee to submit to alcohol or drug testing as set forth in this Agreement. The Employer shall verbally explain the reason for suspicion at the time the Employee is requested to take the test. This shall not preclude the Employer from investigating and discovering any additional evidence to present at any discipline hearing. The Employer or his designated representative must certify their reasonable suspicions concerning the affected Employee within 48 hours of any order to submit to the testing authorized herein. ~~There shall be no random or unit-wide testing of Employees except random testing of an individual Employee as authorized in Section X hereinafter or required by law.~~ The foregoing shall not limit the right of the Employer to conduct such tests as it may deem appropriate for persons seeking employment with the Employer prior to their date of hire.

B. Random Testing

2.11.16.REDLINE.DRAFT.MATTOON.POLICE

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Employees shall be randomly tested for drugs and/or alcohol quarterly as part of the pool of names used for testing all employees, or after an accident, if it occurs while on duty.

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Section 4 Substances Tested

- A. Controlled substances: Any drug test required by Employer pursuant to this policy will analyze an individual's urine to test for the presence of drug identified in 720 ILCS 5 50/3(a) and 720 ILCS 580/et seq. and 570/20/et seq. Any levels detected above those amounts described in Exhibit A attached hereto and incorporated herein by reference shall conclusively deem the Employee to be under the influence of a controlled substance or drug. After detection of a controlled substance by urine, a confirmatory test will be conducted by the Employer at their expense to determine the level of concentration in the those prescribed in Exhibit A shall not preclude the Employer from proving the Employee has consumed or is under the influence of drugs.
- B. Alcohol: Any alcohol test required by the Employer pursuant to this policy will analyze an employee's breath to test for the presence of alcohol. The alcohol concentration of .02 or more based upon the grams of alcohol per 1000 ml of blood shall be considered a positive test presumptively concluding the Employee is under the influence of alcohol. Test levels below .02 shall not preclude the Employer from proving the Employee has consumed or is under the influence of alcohol.
- C. Test shall be given by a Department Employee or a Designee who is not a member of the bargaining unit.

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Section 5 Order to Submit to Testing

The Employer shall verbally explain the reason for suspicion at the time the Employee is requested to take the test. This shall not preclude the Employer from investigating and discovering any additional evidence to present at any discipline hearing. Once an Employee is ordered to submit to testing as authorized by this Agreement, they must do so within 30 minutes. Within 48 hours of the time the Employee is ordered to submit to the test, the Employer shall provide the Employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The Employee shall be permitted to consult with a representative of the Union within 30 minutes of the time the order is given. No questioning of the Employee shall be conducted without first affording the Employee the right to union representation and/or legal counsel of the Employee's choice, whichever is applicable. Refusal to submit to such testing may subject the Employee to discipline, but the Employees taking of the test shall not be construed as a waiver of any objection or rights that he may have. Right to counsel and union representation shall not delay the time in which the Employee must take the test requested.

Section 6 Place of Testing

Any Employee required to be tested pursuant to this Section will be transported to an appropriate collection facility or testing facility by the Employer or his designee (not a bargaining unit member) to await collection and testing. Any Employee failing to cooperate with any of the procedures prescribed above will be subject to discipline.

Section 7 Test to Be Conducted

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

- A. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act or is capable of being accredited by the National Institute of Drug Abuse (NIDA):
- B. Insure that the laboratory or facility selected confirms to all NIDA standards:
- C. Establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result.
- D. Collect a sufficient sample of the same body fluid or material from an Employee to allow for initial screening, confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the Employee.
- E. Collect samples in such a manner as to insure a high degree of security for the sample and its freedom from alteration.
- F. Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas, chromatography, mass spectrometry (gcms) or an equivalent or better scientifically accurate and acceptable method that provides quantitative data about the detected drug or drug metabolites;
- G. Provide the Employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the Employee's own choosing, at the Employee's own expense provided the Employee notifies the Employer within 72 hours of receiving the results of the tests;
- H. Require that the laboratory or hospital facility report to the Employer that a blood or a urine sample is positive only if both the initial screening and confirmatory test is positive for a particular drug or alcohol. The Employer may discover the test results if below the levels provided for in Exhibit A should they choose to proceed to prove consumption and/or influence of drugs at levels below the presumption of influence. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein, the Employer will not use such information in any manner or form adverse to the Employee's interests;
- I. Provide each Employee tested and the Union with a copy of all information and reports received by the Employer in connection with the testing and the results;
- J. Provide that no Employee will be the subject of any employment action that is not without just cause. Any temporary reassignment, suspension or the like shall be immediately discontinued in the event of negative test results.

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Section 8 Right to Contest.

The Union and/or the Employee will have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this testing policy. Such grievances shall be commenced at Step II of the grievance procedure.

Section 9 Voluntary Requests for Assistance.

Employees who voluntarily come forward or test positive for illegal drug use at any level, or alcohol consumption at any level shall be subject to discipline. If the Employer, in their sole discretion, determines to retain the Employee, the Employer may require reassignment of the Employee with pay if they are otherwise fit for duty, as determined in the sole discretion of the Employer or suspend them without pay if they are then unfit for duty as determined in the sole discretion of the Employer. The Employer shall refer Employee who voluntarily come forward or those who test positive to an Employee Assistance Program, a means by which Employee may obtain referrals and treatment. All such requests shall be confidential to the fullest extent permitted by law and shall not be used in any manner adverse to the Employee's interest except as required for disciplinary action against the Employees of the Employer. All requests and testing with positive test results shall be included in the Employee's file for future disciplinary consideration.

Section 10 Continued Employment.

Any Employee who tests positive for alcohol or drugs or who voluntarily takes treatment for drug or alcohol dependency shall be subject to periodic, random or reasonable suspicion drug testing, as a condition of continued employment should they remain in the employment of Employer for up to a period of twenty-four (24) months after the positive test. Continued employment will also be conditioned upon the Employee successfully completing any counseling which may be recommended by the Employee Assistance Program or the Employer as part of a program to seek the appropriate treatment as determined by any physicians involved, invested cost of counseling shall be borne by the Employee.

EXHIBIT A

DRUG CONCENTRATION LEVELS

Initial Test	
	Initial Test Level
	(ng/ml)
Marijuana Metabolites	100
Cocaine Metabolites	300
Opiate Metabolites	300
Phencyclidine	25
Amphetamines	1,000
Opiate Metabolites for free Morphine	25
All other controlled substances	25
Confirmatory Test	
	Confirmatory Test Level
	(ng/ml)
Marijuana Metabolites	15
Cocaine Metabolites 2	150
Opiates:	
Morphine	300
Codeine	300
Phencyclidine	25
Amphetamines:	
Amphetamine	500
Methamphetamine	500
1 Delta-9-tetrahydrocannabinol-9carboxylic acid	
2 Benzoyllecgonine	

Any changes by the Department of Health and Human Services to these test levels shall automatically modify this exhibit.