

RESOLUTION NO. 5352

**A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT, AND  
RELATED AGREEMENTS, BETWEEN THE CITY OF CANTON AND  
THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL, UNIT #840**

**WHEREAS**, the City of Canton (the "City") has entered into negotiations with the Illinois Fraternal Order of Police Labor Council, Unit #840 ("FOP") relative to the establishment of wages and benefits and other conditions of employment; and

**WHEREAS**, the City has negotiated and reviewed the terms of a collective bargaining agreement (the "CBA") with the FOP for the period of May 1, 2021 through April 30, 2024, a copy of which is attached hereto and incorporated herein, as "Exhibit A"; and

**WHEREAS**, as part of the above-described negotiations for the CBA, the City and Union negotiated Side Letter of Agreement (the "SLA") for COVID Premium Pay, a copy of which is attached hereto and incorporated herein, as "Exhibit B," conditioned upon ratification of the CBA by the Union prior to 6:30 p.m. on January 18, 2022;

**WHEREAS**, the Union ratified the CBA prior to 6:30 p.m. on January 18, 2022;

**WHEREAS**, as part of the above-described negotiations for the CBA, the City and Union negotiated a Memorandum of Understanding (the "MOU") related to a certain employee's residency requirements, a copy of which is attached hereto and incorporated herein, as "Exhibit C";

**WHEREAS**, the Committee on Negotiation, Grievance and Personnel and the City Council of the City of Canton, Illinois have determined that it is necessary and in the best interests of the City to approve the CBA, SLA, and MOU (collectively the "Agreements").

**NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Canton, Fulton County, Illinois. as follows:**

1. That the Collective Bargaining Agreement between the City of Canton and the Illinois Fraternal Order of Police Labor Council, Unit #840, substantially in the form as attached hereto as "Exhibit A," is hereby approved, and said CBA is to be subject to and effective pursuant to the terms and conditions set forth therein.

2. That the SLA between the City of Canton and the Illinois Fraternal Order of Police Labor Council, Unit #840, substantially in the form as attached hereto as "Exhibit B," is hereby approved, and said SLA is to be subject to and effective pursuant to the terms and conditions set forth therein.

3. That the MOU between the City of Canton and the Illinois Fraternal Order of Police Labor Council, Unit #840, substantially in the form as attached hereto as "Exhibit C," is hereby approved, and said MOU is to be subject to and effective pursuant to the terms and conditions set forth therein.

4. That the Mayor and City Clerk of Canton, Illinois are hereby authorized and directed to execute and deliver the Agreements behalf of the City of Canton.

5. The City Attorney is hereby authorized to make any revisions necessary to accomplish the foregoing, provided the Agreements are not substantially changed;

6. This Resolution shall be in full force and effect immediately upon the passage and approval of this Resolution and upon execution of the Agreements by the Illinois Fraternal Order of Police Labor Council, Unit #840.

PASSED THIS 18<sup>th</sup> day of January, 2022.

AYES: Alderperson Greg Gossett, Angela Lingenfelter, Jeff Fritz, Craig West, John Lovell, Justin Nelson, Andra Chamberlin

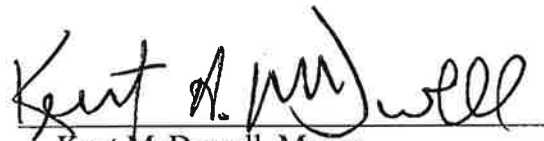
NAYS: None

ABSENT: Alderperson Angela Hale

APPROVED THIS 18<sup>th</sup> day of January, 2022.

ATTEST:

  
Diana Pavley-Rock, City Clerk

  
Kent McDowell, Mayor

# EXHIBIT A

# **COLLECTIVE BARGAINING AGREEMENT**

**Between**

**THE CITY OF CANTON, ILLINOIS**

**and**

**ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL, UNIT #840**

**on behalf of**

**Full-Time employees of the Police Department, both commissioned officers and other civilian employees excluding secretaries, civilian administrative assistant, Police Chief, all other City employees, and all confidential, managerial and professional employees and supervisors as defined by the Illinois Public Labor Relations Act, and all others excluded by Statute.**

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**May 1, 2021 to April 30, 2024**

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**CITY OF CANTON  
2 North Main Street  
Canton, Illinois 61520  
phone: (309) 647-0020  
fax: (309) 647-1310**

**ILLINOIS FRATERNAL ORDER OF POLICE  
LABOR COUNCIL  
974 Clock Tower Drive  
Springfield, Illinois 62704  
phone: (217) 698-9433  
fax: (217) 523**

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## **ARTICLE 1. PURPOSE AND DEFINITION OF TERMS**

This Agreement has as its purpose the promotion of harmonious relations between the City of Canton, hereinafter referred to as "City" or "Employer," and the Illinois Fraternal Order of Police Labor Council, hereinafter referred to as "Union" or "Labor Council"; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

### **Section 1.1. Definition of Terms.**

For the purposes of clarification, various terms used in this contract are defined as follows:

1.1.1 "Commissioned Officer" shall mean an employee of the City's Police Department who is appointed to the department by the City's Fire and Police Commission and who is subject to the said Commission's disciplinary powers.

1.1.2 "Civilian Employee" shall mean a full time employee of the City's Police Department who is not appointed to the Department by the City's Fire and Police Commission and is not subject to said Commission's disciplinary action.

1.1.3 "Employee" shall mean a full-time employee of the City's Police Department under Section 2.1.

1.1.4 "Employer" shall mean the City of Canton and may be referred to as City.

1.1.5 "Fiscal year" shall mean the fiscal year of the City of Canton, which is the period of May 1st through April 30th.

1.1.6 "Hourly rate" shall mean the annual salary divided by 2,080 hours.

1.1.7 "Probationary employee" shall mean any newly hired or rehired full time employee of the Police Department who has been hired or rehired for less than twelve (12) consecutive calendar months.

1.1.8 "Union" shall mean the Illinois Fraternal Order of Police Labor Council, Unit #840.

1.1.9 "Police Chief," "Chief" or "Chief of Police" shall mean the Police Chief of the City of Canton Police Department or the "Public Safety Director," as applicable.

## **ARTICLE 2. RECOGNITION**

### **Section 2.1. Bargaining Agent.**

The Employer recognizes the Illinois Fraternal Order of Police Labor Council as the sole, exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for full-time employees of the City of Canton Police Department, both commissioned officers and other civilian employees excluding secretaries, civilian administrative assistant, Police Chief, all other City employees, and all confidential, managerial and professional employees and supervisors as defined by the Illinois Public Labor Relations Act and all others excluded by Statute.

### **Section 2.2. Probation Period.**

The employment of any employee of the Police Department shall be followed by a twelve (12) month probationary period. Such probationary period shall be considered a period of test or trial for the employee and the Employer, during which time such employees may be discharged by the Employer without cause. Nothing herein shall be construed, as to the commissioned officers, to be other than in conformity with the Illinois Fire and Police Commission Act (Ill. Comp. Stat. 65 ILCS 5/10-2.1-1 et seq.).

### **Section 2.3. Duties of Police Employees.**

The duties of all employees shall be in accordance with the State Statute, City Ordinances or resolutions, job description, or local custom, as the same may be promulgated from time to time.

## **ARTICLE 3. HOURS OF WORK**

### **Section 3.1. Regular Hours.**

Except as otherwise provided, the regular hours of work each day shall be consecutive except that they may be interrupted by a lunch period.

### **Section 3.2. Annual Shift Bidding.**

Except as otherwise provided, eight (8) consecutive hours of work shall constitute a work shift. All employees shall be scheduled to work on a regular work shift with consecutive hours and specific days. Each work shift shall have a regular starting and quitting time.

Shift Bidding will take place beginning November 1st and ending November 15th of each calendar year. All personnel will have the opportunity to bid their respective shifts. The results of the shift bidding will become effective on the first Sunday in January of the following year. These assignments will be posted by December 1st. Preferred patrol shifts and dispatch shift selection shall be offered to patrol officers and dispatchers by descending seniority until the designated shifts have been staffed to the proper levels. Should an employee fail to request his or her preferred shift within the set forth time, the Chief of Police or his designee may assign the employee to any available position on the list. The Chief of Police will determine the shift assignments of probationary Officers.

### **Section 3.3. New Position Openings Outside of Annual Shift Bidding.**

When an opening on a shift is created by retirement, resignation, death, or discharge of an employee, outside of annual shift bidding, such opening will be conspicuously posted on the bulletin board at Police Headquarters for a period of seven (7) days. During this period, qualified employees who are interested in said opening shall make known their interest, in writing, to the Chief of Police. The opening shall be offered to the interested employees by descending seniority until the designated shift has been staffed. If there are no volunteers, then the Chief may reassign to fill the opening by inverse seniority.

### **Section 3.4. Secondary Position Openings.**

Secondary positions that may become open due to the reasons set forth in Section 3.3 shall likewise be posted for a period of three days.

### **Section 3.5. Shift Transfer by the Police Chief.**

Notwithstanding the foregoing, the Police Chief shall have the right to transfer employees who have been permanently assigned to a shift under the above sections in order to meet the bona fide operational needs of the department to achieve a reasonable balance of experience on each shift, or to ensure the presence of necessary specialty training on each shift, retirement, injury, or other long term leave (example: family medical leave) and changes necessitated due to personnel problems adversely affecting operations. Both parties agree that the section will not be used in any way to retaliate against an employee. The employees will be given twenty-one (21) days' notice of a schedule change. This may occur with less than twenty-one (21) days' notice if mutually agreed upon by the affected employee and the chief or designee. If the change is to fill an emergency need, notice will be no less than a forty-eight (48) hour. An emergency can be defined as a serious situation or occurrence that happens unexpectedly and demands immediate

action. If the reason for the transfer no longer exists and it would not adversely affect operations, the affected employee shall be given the right to return to the shift originally bid.

### **Section 3.6. Vacancies.**

The Chief shall have authority to fill vacancies on a shift by first seeking volunteers. If there are no volunteers then the Chief may reassign to fill the vacancy by inverse seniority.

### **Section 3.7. Specialty Position Assignments.**

Specialty position shifts such as Special Operations, K-9 and School Resource Officer will be assigned at the sole discretion of the Chief of Police.

Should an officer request to leave their assigned specialty position and that request is granted, the requesting officer shall be assigned to the shift of the officer who was placed in the specialty position until the next bidding cycle begins. A person who is in a specialty position may also request to be removed from that position at the time of the shift bidding process to help secure their desired shift position.

### **Section 3.8. Workweek.**

Except as otherwise provided, the workweek for sworn personnel and Community Service Officer shall consist of five (5) consecutive eight (8) hour days. Except as otherwise provided, the workweek for Dispatchers shall consist of two (2) twelve (12) and two (2) eight (8) hour days.

### **Section 3.9. Work Schedule.**

Work schedules showing the employees' workdays and hours shall be posted on a Department bulletin board at all times.

**Section 3.10. Shift Designation.**

The 11 A.M. to 7 P.M. and 7 P.M. to 3 A.M. shifts shall be considered the power shifts for the Patrol Division. Except as otherwise provided, the 7:00 A.M. to 3:00 P.M. shall be considered the first shift; the 3:00 P.M. to 11:00 P.M. shall be considered the second shift; and the 11:00 P.M. to 7:00 A.M. shift shall be considered the third shift of each day.

Dispatch shifts shall consist of a variation of 8 and 12 hour days beginning at 6 A.M., 10 A.M., 2 P.M., 6 P.M., or 10 P.M.

**ARTICLE 4. WAGES**

**Section 4.1. Schedule.**

Employees shall be compensated as provided in the Wage and Longevity Schedule, which is attached hereto and made a part hereof.

**Section 4.2. Pay Period.**

The salaries and wages of employees shall be paid bi-weekly on Friday, or the preceding Thursday, if Friday falls on a holiday. Payroll to include hours worked through the preceding Saturday.

**Section 4.3. Communications Supervisor.**

The Employer will agree to add five percent (5%) to the base pay of the Communications Supervisor. This position shall be by appointment of the Chief.

**Section 4.4. Salaries and Longevity – For Commissioned Officers Only.**

- A. Base Salary. Commissioned officers' base salary shall be in the amounts set forth in the salary schedule specified in Appendix B attached hereto.
- B. Longevity. Commissioned officers shall be entitled to receive additional longevity salary payments based upon the service requirements specified in the longevity

schedule specified in Appendix B attached hereto. Commissioned officers will be moved from Step-to-Step upon accrual of the required years of service unless the commissioned officer qualifies for and is placed in Step A. Commissioned officers who meet the following requirements shall qualify for and be placed in Step A:

- (1) Eligible commissioned officers are those who have accrued at least 20 years of service with the City of Canton.
- (2) Commissioned officers with the required years of service shall be entitled to longevity pay beginning on their anniversary date of employment according to the longevity schedule in Appendix B attached hereto. The schedule of longevity steps specified in Appendix B are subject to the notice of the longevity step election by the Union by January 1st of each calendar year provided that the one year longevity Step A shall be after 20 years of service with the City of Canton. The Union shall provide notice of the longevity steps to the Chief by January 1st of each year.
- (3) Commissioned officers whose service time qualifies them for placement in Step A shall be entitled to receive the longevity step for a maximum period of one (1) year. After such period the employee shall revert back to the base salary schedule set forth above (Appendix B) and shall be paid salary based on the step in the salary schedule (Appendix B) corresponding to their service time. A qualifying commissioned officer may only be placed in Step A once.

- (4) "Longevity" for purposes of this Section 4.4(B) shall be consistent with Illinois law and only be "[a]dditional pay received after the employee has attained a specified number of years of service. This pay may be received with regular salary or in one or more lump sum payments during the year. When paid in a lump sum, the amount should be prorated to determine the monthly equivalent to compute all pension contributions and benefits." 50 Ill. Adm. Code 4402.35.
- (5) No longevity pay under this Section 4.4(B) may be paid to a commissioned officer unless the commissioned officer has made a timely election (as required above) so that the longevity pay is budgeted for in the City's annual appropriations ordinance or budget, and the longevity pay shall not begin to take place until the effective date of the next annual appropriations ordinance or budget fiscal year following the January 1<sup>st</sup> election above, or as otherwise required to comply with Illinois law. Upon timely receipt of the Union's notice of longevity step election pursuant to this Section 4.4, the City shall use reasonable efforts to include the necessary longevity pay in the City's appropriations ordinance or budget (as the case may be).

**Section 4.5. K-9 Officer.**

The K-9 Officer shall be compensated for maintenance of the dog and kennel which are located at the K-9 Officer's residence. This compensation covers daily feeding and watering, kennel cleaning, dog grooming, vehicle cleaning and K-9 exercising.



This compensation does not include K-9 training, veterinary care, or call-out time for K-9 usage. Compensation will be paid in three (3) equal installments of \$800.00 each, payable on the 1st pay week of April, August, and December.

**Section 4.6. Training Officer.**

The Certified Field Training Officer will be paid one (1) hour compensatory time for each shift that a Training Officer has a recruit. The Certified Communications Training Officer will be paid one (1) hour compensatory time for each eight (8) hour shift or one and one-half (1.5) hours compensatory time for each twelve (12) hour shift that a Communications Training Officer has a recruit.

**ARTICLE 5. VACATION**

Vacation will be paid at the regular (base) hourly rate of pay at the time of usage. Employees shall accumulate vacation in accordance with the following schedule:

After 1 full year of service: 2 weeks of vacation (not to exceed ten (10) working days)

After 3 full years of service: 3 weeks of vacation (not to exceed fifteen (15) working days)

After 10 full years of service: 4 weeks of vacation (not to exceed twenty (20) working days)

Vacations will be scheduled to meet the operating requirements of the City with preference given to the employee with seniority whenever possible and only upon approval of the Police Chief.

**Section 5.1. Accumulation of Vacation Time.**

Vacation time shall be used during the anniversary year of the employee during which an employee becomes entitled thereto, unless the Police Chief makes a written request during such

anniversary year for extension to the office of the Mayor who shall approve or disapprove same. When vacations cannot be granted during the anniversary year, employees shall be paid their regular straight time rate for all unused vacation in lieu thereof.

**Section 5.2. Vacation Rights in Case of Layoff or Separation.**

Any employee who is discharged, retired, or separated from the service of the Employer for any reason, prior to using vacation time due, shall be compensated in cash for the unused vacation accumulated at the time of separation.

**Section 5.3. Scheduling of Vacation**

On December 15th, of each fiscal year the Chief shall post a vacation schedule to include available vacation slots for the following calendar year. Employees shall bid for the vacation slots within each classification for thirty (30) days. The employee with seniority shall be awarded the vacation. Thereafter, vacations will be filled on a first come first serve basis. All vacation shall be approved by the Chief. A vacation slot bid and approved shall not be changed by the employee or the Employer unless by mutual consent.

**ARTICLE 6. HOLIDAYS**

**Section 6.1. Days Designated.**

The following days are holidays with pay for all employees:

New Year's Day (1 January)  
Martin Luther King Day (3rd Monday in January) (effective 5/1/15)  
President's Day (3rd Monday in February)  
Good Friday  
Independence Day (4 July)  
Thanksgiving Day (4th Thursday in November)  
Memorial Day (last Monday in May)  
Labor Day (1st Monday in September)  
Veterans Day (11 November)  
Christmas Day (25 December)  
Employee Birthday (effective 5/1/15)

The employee's birthday shall be awarded the day of their birthday as a paid holiday at a straight rate. This day shall be awarded as a day off with pay. If the employee's birthday should fall on their regular day off, the employee shall be given another day off during that week. The employee will not be allowed to take their birthday off if it creates overtime. However, an alternate day shall be given. The employee must take their birthday off within one year's time. The employee's birthday will be used for the sole purpose of having time off. Employees will not be allowed to use their birthday for monetary gain.

#### **Section 6.2. Holiday Pay.**

Each employee shall receive and be paid a "holiday" consisting of eight (8) hours of regular pay applicable to each person, provided, however, that such employee works the day before and the day after the holiday, or has a scheduled day off, or an excused absence the day before or after the holiday and provided further, that such employee shall be and remain employed by the City both before and after applicable holiday. Employees shall have the option of cash compensation or an equivalent amount of compensatory time.

#### **Section 6.3. Holidays Worked.**

An employee's workday shall be determined by the calendar day on which his shift begins. Should the employee's shift begin on a holiday designated in Section 6.1, and such a day is part of the employee's regular work week, such employee shall receive and be paid the holiday pay set forth in Section 6.2. In addition, the employee shall be paid at the rate of double time for all hours worked on a holiday in addition to the eight (8) hours of holiday pay. The Community Service Officer and Traffic Safety Officer not essential to immediate public safety may be given the day off rather than granted the holiday. If any of the above are called into work on the designated holiday, the employee will be paid holiday pay for actual hours worked in accordance

with Section 9.2 of this contract. The Chief may schedule the detectives to work holidays. Ten (10) holidays will be paid to the employees assigned to the Detective Unit. Scheduling of the ten (10) holidays will be subject to the request of the employee with a recommendation made by their supervisor and approval of the Chief.

**Section 6.4. Holiday Falling on Vacation or Regular Day Off.**

If a holiday designated in Section 6.1 occurs during a vacation, employees may take the day off without being charged a vacation/personal day or may use a vacation/personal day and receive either (8) hours at straight time or comp time. If the holiday occurs on a regularly scheduled day off, the employee will receive eight (8) hours' additional pay at the straight time or comp time.

**ARTICLE 7. SICK AND PERSONAL LEAVE**

**Section 7.1. Computation of Sick/Personal Leave - Probationary.**

Computation of sick/personal leave for employees shall be computed with reference to the fiscal year of the City. After sixty (60) days of service, an employee shall earn four (4) hours of personal leave and four (4) hours of sick leave for each month worked during the current fiscal year. Personal leave may only be used when requested and approved by the Chief of Police.

**Section 7.2. Computation of Sick/Personal Leave - Non-Probationary Employees.**

All non-probationary employees shall begin each fiscal year eligible for eighty (80) hours of which forty (40) may be used as personal leave when requested and approved in advance by the Chief of Police and forty (40) may be used as sick leave. Notwithstanding anything herein to the contrary, eight (8) hours personal leave per shift for the Department, may be taken with twenty-four (24) hours' notice on a first come first serve basis.

### **Section 7.3. Illness of Employee.**

Use of sick leave shall only be used for injury off duty, illness, or exposure to contagious disease. Employee shall be governed by the following requirements in order to be eligible for pay during such sick leave. Employee must:

- (a) Report promptly the reason for absence to the on-duty shift commander or Chief of Police.
- (b) Keep the Chief of Police informed of employee's condition if the absence is more than three (3) consecutive days duration.
- (c) The Chief may require an affidavit or doctor's excuse if there is reasonable suspicion of abuse of sick leave.

### **Section 7.4. Pay In Lieu of Personal Leave.**

Should an employee not use all or any of the forty (40) hours personal leave, the employee shall be paid in lieu thereof for each unused hour. Personal leave may be held over to the next fiscal year by first obtaining written consent of the Chief of Police and of the Mayor prior to the start of the next fiscal year.

### **Section 7.5. Accrual of Sick Leave.**

Should any or all of the forty (40) hours sick leave not be used by the employee during the fiscal year, all unused days shall be accrued. Employee may accrue up to a total of seven hundred twenty (720) hours. Payment for up to four hundred eighty (480) accumulated hours shall be made upon retirement or voluntary resignation.

## **ARTICLE 8. LEAVE**

### **Section 8.1. Short Term Disability Policy.**

If an employee becomes sick or injured off-the-job and is temporarily disabled from performing his duty, the employee shall be eligible to receive disability benefits pursuant to the City's Short Term Disability Policy (or the City's "Loss of Time" insurance policy).

### **Section 8.2. Job Related Disability.**

Any police officer injured while performing assigned tasks, shall be eligible for injury leave in compliance with the Public Employee Disability Act (5 ILCS 345/0.01 *et seq.*) and any civilian employee injured while performing assigned tasks during the course of employment shall be eligible for worker's compensation under applicable law. The employee shall be responsible for causing periodic reports to be submitted by the attending physician to the Chief of Police, on forms prescribed by the Employer.

### **Section 8.3. Leave Restrictions.**

Notwithstanding anything herein to the contrary, any employee who is on an unpaid leave of absence for more than thirty (30) working days (Monday through Friday excluding holidays), or worker's compensation for more than forty-five (45) working days (Monday through Friday excluding holidays), shall not be paid nor shall they accrue any vacation, holidays, personal days, stress days or any other paid leave unless the employee had it accrued prior to the leave of absence, or unless otherwise provided for by law.

### **Section 8.4. Military Leave.**

Employees shall be granted such leave in accordance with the provisions of all applicable federal and state statutes.

### **Section 8.5. Bereavement.**

Each employee shall be granted up to three (3) calendar days of bereavement leave when a death occurs in the employee's immediate family. (Immediate family shall include: spouse, children, mother, father, brother, sister, current mother-in-law, current father-in-law, current brother-in-law, current sister-in-law, grandparents, current grandparent-in-laws, grandchildren, step relatives, and legal guardian). Additional vacation time or other accrued leave time may be

taken with approval of the Chief. Bereavement leave shall be with pay for any regular scheduled workdays.

**Section 8.6. Miscellaneous Leave Policies.**

The Chief of Police has the authority to approve other leaves of absence without pay. Such leaves of absence shall be requested by the employee, approved by the Chief of Police, and reported to the Office of the Mayor. Other leaves of absence with pay shall be authorized by the Mayor upon recommendation of the Chief of Police. Action by the Mayor may be secured upon submission of an approved request from the Chief of Police. No employee may be absent without the permission of the Chief of Police.

**Section 8.7. Family Medical Leave Act.**

All leaves for medical reasons as the same may be defined under the Family and Medical Leave Act of 1993, as amended, shall be as prescribed by said Act.

**ARTICLE 9. SPECIAL PAY PROVISIONS**

**Section 9.1. Court Time.**

Court time shall be paid at the regular hourly rate for all hours outside the employee's regular shift. Employees required to appear in Court shall be paid a four (4) hour minimum for the time they are required to be in court. Employees shall be paid a two (2) hour minimum for other activities, which are court related.

**Section 9.2. Overtime.**

Eight (8) hours per day shall be paid at the rate of straight time up to forty-three (43) hours per week in quarter hour increments as determined by the FLSA, and over forty-three (43) hours at time and one-half for all hours worked in the week. For Civilian employees, overtime will be paid after forty (40) hours at time and one-half (1 ½). All time will be paid in quarter

hour increments to the nearest quarter hour. Employees (except K-9 Handlers and Detectives) called in for additional duty shall also be paid at one and one half (1 ½) times the regular rate, with a four (4) hour minimum. Call in time on a holiday will be paid at double time, with a four (4) hour minimum. K-9 Handlers and Detectives called in for additional duty shall be paid a minimum of two (2) hours at time and one-half their regular rate and double time on holidays. Minimum shift overtime on a Holiday will be paid at the double time rate in accordance with Section 6.3. If called out for reasons other than K-9 Handler or Detective duty, they will receive the four (4) hour minimum at the appropriate rate (time and one-half or double time).

#### **Section 9.3. Call In from Vacation.**

Employees called in while on vacation shall be paid at the rate of double time for all hours worked with a minimum of four (4) hours.

#### **Section 9.4. Temporary Rank Pay.**

When a commissioned officer is assigned to temporary rank of acting Chief of Police, by the Chief of Police, or Mayor, in writing, such commissioned officer shall be granted temporary acting Chief of Police with pay in the amount of fifty dollars (\$50.00) per week during the period of such assignment. No assignment shall be for a period of less than one (1) full workweek (five (5) working days).

When a commissioned officer is assigned to a temporary rank higher than the permanent rank of the employee, other than the Acting Chief of Police, by the Chief of Police, or Mayor, or the Police and Fire Commission, such employee shall be granted temporary rank pay equivalent to the seniority step pay of the higher rank during the time period of such assignment. On days where there is no Patrol Supervisor, commissioned officers assigned as Senior Officers shall receive \$20.00 per shift in addition to their regular wages.



#### **Section 9.5. Night Bonus.**

Any commissioned officer who works a regular eight (8) hour shift anytime between the hours of 3:00 P.M. and 7:00 A.M. shall receive a night bonus of 5% added to the basic hourly wage for each hour worked between 3:00 P.M. and 7:00 A.M. Telecommunicators who work a regular eight (8) hour shift between the hours of 2:00 P.M. and 6:00 A.M. shall receive and be paid a night bonus of 5% added to the basic hourly wage for each hour worked between the hours of 2:00 P.M. and 6:00 A.M.

Commissioned officers assigned to Detectives, subject to call-out status shall receive a sum equal to the night bonus provided for herein, added to their base salary. All such assignments are directed by the Chief of Police. Detectives are not eligible for additional night bonus based on hours worked as mentioned in the first paragraph of this Section.

#### **Section 9.6. Compensatory Time Off**

Compensatory time off shall be given when the employee works in excess of the employee's regular shift and the employee requests compensatory time in lieu of cash compensation for such overtime work. Compensatory time off shall be calculated at the rate of one and one half (1 ½) times the hours actually worked and may be accrued up to eighty (80) hours. The employee may use these hours under the same rules that govern personal days. Should the employee not use his accrued hours by the end of the fiscal year of accrual, employee shall be paid in lieu of the accrued hours. Employee may request the survival of said hours beyond the fiscal year of accrual by written request to the Chief of Police during the fiscal year of accrual.

### **Section 9.7. Overtime Rotation.**

Overtime work shall be rotated among all employees within the Department so far as practical. An overtime list shall be posted and maintained up to date by the Chief of Police.

When overtime is required and there are no volunteers for said overtime assignment, a supervisor, or officer acting in his stead, may order an employee in to fill the vacancy. Initially, Officers will be ordered in based on their seniority in rank beginning with the least senior Patrolman through the most senior Lieutenant and Telecommunicators from the least senior through the most senior until the vacancy is filled, provided that no one who has worked sixteen (16) continuous hours or is on a pre-approved vacation or personal day shall be ordered in to work. Any employee so ordered in shall not be subject to another mandated overtime order until the call in has progressed through the list, so far as practical.

Any officer assigned to the detective division shall not be subject to a mandatory call in while acting as the on call detective.

### **Section 9.8. Training.**

Any employee authorized to attend a training school shall be paid for time incident thereto at his regular hourly rate. Any authorized training that exceeds forty-three (43) hours in a work week will be paid at the overtime rate.

### **Section 9.9. Trading Time**

With the approval of the Chief of Police or his designee, employees will be permitted to trade time, provided that the employees perform the same job function and are each qualified to perform the basic duties of the other. However, a patrol supervisor shall only be allowed to trade with someone of a lesser rank provided there is another supervisor on duty during the effected time or there is prior approval by the Chief of Police. Trading of time shall not cost the

Employer overtime. Repayment of duty trade time for the employee actually working shall be the responsibility of the individual employees and not the Employer.

**Section 9.10. Call In for Emergency Duty.**

In the event that an employee is called in for emergency duty on any such day outside of the employee's regular work hours, said employee shall be paid the overtime rate.

**ARTICLE 10. CLOTHING ALLOWANCE**

**Section 10.1. Annual Payment.**

All commissioned officers shall be paid an annual clothing allowance of \$650.00 for regulation policemen's clothing as approved by the City Council. The payment of this amount shall be made on the first payday in May.

Beginning on May 1, 2022, all commissioned officers shall be paid an annual clothing allowance of \$750.00 for regulation policemen's clothing as approved by the City Council. The payment of this amount shall be made on the first payday in May 2022, and each May thereafter.

Commissioned officers will be reimbursed by the Employer for the purchase of required specialty uniforms in the following assignments: Special Response Team (SRT), K-9, Bicycle Patrol, and Honor Guard.

**Section 10.2. Civilian Employees.**

Civilian employees, except the Community Service Officer, required to be in uniforms shall be paid an annual clothing allowance of \$375.00 for regulation clothing as provided for by the City Council. The Community Service Officer required to be in uniform shall be paid an annual clothing allowance of \$500.00 for regulation clothing as approved by the City Council. The payment of this amount shall be made on the first payday in May.

**Section 10.3. Probationary Employees Payment.**

A probationary employee shall be paid the clothing allowance at the time of his employment.

**Section 10.4. Probationary Employee/Reimbursement/Termination.**

In the event of the termination of a probationary employee, for any reason whatsoever, such employee shall reimburse to the Employer for clothing allowance paid as follows: One-half shall be retained by the employee. The remaining one-half shall be reimbursed to the Employer in that percentage amount which the remainder of the probationary year existing at the time of termination bears to the full twelve (12) month probationary period.

**Section 10.5. Non-Probationary Employee/Reimbursement/Termination.**

In the event of the termination for any reason, except retirement, of a non-probationary employee, such employee shall reimburse the Employer on account of clothing allowance paid as follows: Such employee shall reimburse the Employer clothing allowance paid in the current fiscal year of the employee's termination that percentage amount of the clothing allowance paid in such fiscal year which the remainder of such fiscal year existing at the time of termination bears to the whole of such fiscal year.

**Section 10.6. Reimbursement Deduction.**

In every instance, the reimbursement hereinabove due shall be deducted from such money amounts, which may be yet due, and payable from and by the Employer.

**Section 10.7. Equipment Furnished.**

The City shall furnish all commissioned officers with a sidearm, riot baton, flashlight, hat badge, breast badge, raincoat and ballistic vest. The City further agrees that replacement of same

shall be made by the City when the Chief of Police deems necessary. Equipment damaged in the line of duty will be repaired or replaced at the expense of the City.

#### **ARTICLE 11. MEAL PERIOD**

All employees shall be granted a thirty (30) minute lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift, provided, however, that the same shall never interfere with assigned or emergency duties.

#### **ARTICLE 12. EMPLOYEE'S INSURANCE**

##### **Section 12.1. Payment.**

Effective May 1, 2021, employees will contribute 24% of the applicable healthcare premium, including the cost of dental coverage, to be deducted from the employee's monthly pay in two (2) equal payments from the first and second paychecks of the month. The City shall pay the balance of all total insurance premiums including the cost of dental coverage.

Effective May 1, 2022, employees will contribute 24.5% of the applicable healthcare premium, including the cost of dental coverage, to be deducted from the employee's monthly pay in two (2) equal payments from the first and second paychecks of the month. The City shall pay the balance of all total insurance premiums including the cost of dental coverage.

Effective May 1, 2023, employees will contribute 25% of the applicable healthcare premium, including the cost of dental coverage, to be deducted from the employee's monthly pay in two (2) equal payments from the first and second paychecks of the month. The City shall pay the balance of all total insurance premiums including the cost of dental coverage.

The above payments shall be through payroll deduction and their Section 125 Plan. "Applicable healthcare premium" means the healthcare premium, including the cost of dental

coverage, associated with the healthcare plan the employee is enrolled in through the City (*e.g.* PPO or high-deductible healthcare plans).

Notwithstanding the foregoing effective May 1, 2009 employees receiving longevity in Steps A as provided in Article 4.4 Appendix B shall pay from their salary the following additional amounts toward the cost of health insurance:

- 1) Step A: \$625.00 per month

**Section 12.2. Coverage.**

The amount of the insurance coverage shall be at least as much as the coverage in force at the signing of this Agreement. Term life insurance for a spouse and dependent child over six (6) months of age and under the age of 18, or if in college under the age of 21, shall be \$10,000.00 and term life insurance for employee shall be \$40,000.00. Life insurance for active employees at age 65, decreases by 35% and at age 70, decreases by 50%. Life insurance coverage shall be for all employees and dependents without consideration of whether the employee or dependents are covered under the City's healthcare plan.

Should the City decide that a change in insurance companies is beneficial; the proposed new coverage shall be submitted to the Union for its information and review.

**Section 12.3. Employee Deductible.**

Prior to payment of claims by or on behalf of the Employer in any given calendar year for any given employee, (to include payments for employees' dependents), that employees shall first be required to pay the first \$500.00 aggregate amount of any such claim(s) for an employee without dependents; or, \$1,000.00 aggregate for an employee with dependents.

#### **Section 12.4. Insurance Committee.**

A Joint Health Insurance committee shall be formed and be comprised of the following persons who accept invitations to participate:

1. A Representative of City Council
2. A Representative of I.A.F.F. Local 1897
3. A Representative of A.F.S.C.M.E. Local 1372
4. A Representative of the Illinois Fraternal Order of Police Labor Council, Unit #840
5. A Representative of Non-Represented Employees
6. A Representative of Management
7. A Park District Representative
8. A Parlin Ingersoll Representative

This committee shall be empowered to research and analyze the existing coverage and benefits, as well as, available plans to recommend possible changes to and/or additions to the existing plan. The committee shall only make recommendations to modify the existing plan with a 2/3 majority vote of the committee. No recommended change shall substantially change the benefit levels and coverage of the existing plan. Also, this committee will be empowered to hear complaints on insurance payments. The City shall have the final authority on any recommended changes or appeals on payments.

#### **Section 12.5. Post Employment Health Plan (PEHP).**

Effective May 1, 2007 the Employer shall cause a PEHP Plan to be established through the Security Benefit Group under Internal Revenue Code Section 501(c)(9). Annually, the Employer will fund the Plan by calculating 2% of the entire bargaining unit base pay for full-time employees for the preceding fiscal year. That amount shall be divided by the total number of current full-time bargaining unit employees. The result of that calculation will equal the "annualized contribution" that shall be paid by the Employer. The annualized contribution will then be paid on a monthly basis for all full months of service the employee works in the

following fiscal year. For the first year of the PEHP Plan, the Employer shall take the annualized contribution based on the fiscal year 2006 base pay and begin the monthly contributions for each employee on May 1, 2007.

**Section 12.6. Internal Revenue Code Section 125 Plan.**

Beginning May 1, 2021 the Employer shall deduct from the payroll of all employees participating in the City's Group Health Care Plan 24% of the their applicable healthcare premium plus whatever amounts the employee may direct in addition to that contribution.

Beginning May 1, 2022 the Employer shall deduct from the payroll of all employees participating in the City's Group Health Care Plan 24.5% of the their applicable healthcare premium plus whatever amounts the employee may direct in addition to that contribution.

Beginning May 1, 2023 the Employer shall deduct from the payroll of all employees participating in the City's Group Health Care Plan 25% of the their applicable healthcare premium coverage plus whatever amounts the employee may direct in addition to that contribution.

Such amounts shall be pretax and shall be deposited into each employee's Section 125 Plan account. Each month the Employer shall be authorized to withdraw from the employee's Section 125 Plan the applicable percentage (shown above) of the applicable healthcare premium.

**Section 12.7. Insurance Coverages.**

The Employer agrees that no less than every five (5) years they will competitively bid the insurance provisions of their insurance policy to determine the best and most effective cost for the City's Plan.



## **ARTICLE 13. RETIREMENT INSURANCE**

### **Section 13.1. Life Insurance and Retirement Insurance.**

The insurance coverage for retired employees shall consist of the overall group plan of hospital, health, dental and life insurance coverage offered to employees of the City. The insurance coverage may change from time to time as it changed for the entire group and the City reserves the right to change coverages or premium co-pays for the entire group without discrimination between its employee participants and its retiree participants. Continuation for the retiree's spouse will be in accordance with the terms and conditions of the policy provisions as they may exist from time to time for the termination of the "retirement or disability period" and continued coverage is conditioned upon the retiree's obligation to pay the monthly premium directly to the municipality in accordance with the premium payments determined by the City. Notice of continued coverage and election of continued coverage shall be in accordance with 215 ILCS 5/367j as it exists or is amended from time to time. Life insurance for retirees prior to 65 shall be \$10,000.00. That at age 65 the retiree's life insurance coverage shall be terminated and no longer provided for the retiree or for spouse/dependents.

### **Section 13.2. Retired Employees - Before May 1, 1994.**

For employees who have retired before May 1, 1994, and who have twenty (20) years of service and who have reached fifty (50) years of age, or who have twenty-five (25) years of service regardless of age, the Employer shall pay the full amount of the applicable insurance premium. Premium payment shall be for the retiree, retiree's spouse, and dependent children. Retired employees who become reemployed where insurance coverage is provided by the new employee shall be excluded from this provision. Upon attaining his age of sixty-five (65) years, or such other age as Congress may subsequently determine, this coverage shall terminate and the

retired employee shall make application to Medicare or to its successor program. The retired employee shall have the option of purchasing Medicare supplement insurance at his expense through the City's group insurance carrier, if available.

**Section 13.3. Retired Employees.**

Employees, who retire after May 1, 1994, and before May 1, 2009, regardless of age, shall pay a premium equal to 3% of their pension. Employees who retire after May 1, 2009 shall pay the same premium paid by other active employees of the City for single and dependent coverage. Payments shall be paid in twelve (12) equal monthly installments. Premium payments shall be for the retiree, retiree's spouse, and dependent children. Retired employees who become reemployed where insurance coverage is provided by the new Employer shall be excluded from this provision. Upon attaining his eligible age of 65 years for Medicare, or such other age as Congress may subsequently determine, this coverage shall terminate and the retired employee shall make application to Medicare or to its' successor program. The retired employee shall have the option of purchasing Medicare supplement insurance at his expense through the City's group insurance carrier, if available.

**Section 13.4. Disabled Employee and Spouse and Dependents of Deceased Commissioned Officer.**

Employees who are hired after May 1, 2007, and retire, or are otherwise disabled as that term is defined under Article 7 of the Illinois Pension Code, shall be entitled only to the continuation of benefit coverage provided under 215 ILCS 5/367j, as it exists or is amended from time to time. Employees hired after May 1, 2007 and retiring after May 1, 2009 or who are disabled off-duty after May 1, 2009, shall be responsible for 75% of the premium payment for both single and family coverage.

#### **ARTICLE 14. TRAVEL ALLOWANCE**

When an employee is authorized or required to drive a personal car for purposes related to employment, the employee shall be compensated therefore at the rate of pay appropriated by the Internal Revenue Service per mile for each mile necessarily traveled.

#### **ARTICLE 15. STRESS DAY**

All commissioned officers shall receive one Sunday off per calendar month with pay as a stress day. Civilian employees shall receive seven (7) stress days (56 hours) per year. However, it is recognized that such officer is subject to emergency call in without additional pay. With the prior consent of the Police Chief, an officer's normal workweek may, from time to time, be modified to accommodate the stress day.

#### **ARTICLE 16. EMPLOYEE TELEPHONE REQUIRED**

Employee shall be required to have a telephone and shall keep the Chief of Police advised, in writing, of such phone number and of any changes thereto.

#### **ARTICLE 17. DISCIPLINE**

Discipline shall be progressive and corrective and shall be designated to improve the behavior and not merely punish it. The Employer agrees that disciplinary action shall be imposed only for just cause. Discipline shall be imposed as soon as practical after the Employer learns of the occurrence giving rise to the need for disciplinary action and after the Employer has had a reasonable opportunity to review the facts. The Union acknowledges that investigations may take a substantial period of time, and the Employer shall be permitted to institute disciplinary action after the Employer completes an investigation satisfactory to Employer.

The Employer shall have the option to implement any disciplinary actions it deems appropriate based upon the circumstances, which may include, but not be limited to, any of the following:

- (a) Oral warning;
- (b) Written Warning;
- (c) Suspension without pay;
- (d) Discharge.

For the avoidance of doubt, the above disciplinary actions are not required to be taken by the Employer in any particular order.

Where the Employer desires to conduct an investigatory interview of an employee where the results of the interview might result in discipline, and the employee desires Union representation, the employee shall be entitled to representation pursuant to applicable law.

Those employees who are commissioned officers shall be subject to the disciplinary requirements and procedures of the Canton Police and Fire Commission or the grievance procedure herein. Such commissioned officers shall make an irrevocable election to appeal any discipline (i.e. suspension, discharge, demotion and/or reassignment) through the grievance procedure or the Canton Fire and Police Commission within fourteen (14) calendar days after receiving notice of the discipline.

All disciplinary actions taken against a civilian employee shall be subject to the grievance procedure set forth in Article 19.

#### **ARTICLE 18. MONTHLY DEPARTMENTAL MEETINGS**

Routine Departmental meetings of all employees may be called on a monthly basis for the purpose of receiving and disseminating necessary information.

### **Section 18.1. Payment.**

Meetings shall be with pay, at an appropriate rate. Time spent in such meetings shall be considered hours worked, for a minimum of one (1) hour.

### **Section 18.2. Schedule.**

The Chief of Police shall notify all employees of the Department meeting at least one (1) week in advance.

### **Section 18.3. Other Meetings.**

No provision of this Section shall be construed to prohibit the calling of a Departmental meeting as may be necessary. Time spent in such meetings shall be considered hours worked, with a one (1) hour minimum if the employee is not on duty.

## **ARTICLE 19. SETTLEMENT OF GRIEVANCES**

### **Section 19.1. Purpose.**

Amicable settlement of grievances between Employer and employee is recognized in principal and with the intention that the same shall be applied in practice to the fullest extent possible.

### **Section 19.2. Definition and Procedure.**

A grievance is a dispute or difference of opinion raised by one or more employees against the City of Canton, involving the meaning, interpretation, or application of the express provisions of this agreement. The grievance procedure shall be available for discipline for all civilian employees. A grievance shall be processed in the following manner:

**Step 1:** An employee who has a grievance shall submit it, in writing, to the Chief of Police. The Chief of Police shall give a written answer within fourteen (14) calendar days after such presentation.

**Step 2:** If the grievance is not settled in Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be referred in writing to the

Chairperson of the City's standing Committee on Grievance, Negotiation and Personnel within fourteen (14) calendar days after the response by the Police Chief is made. The Committee or the City shall thereafter meet with the aggrieved employee and/or his representative, if any, within fourteen (14) calendar days of submission of the written grievance to the Committee. Following such meeting, the Committee or the City, or their representative, shall make its written answer within fourteen (14) calendar days following such meeting, or in the event the employee and/or its representative waives appearing at said meeting, then fourteen (14) calendar days after the date of the Committee's or City's meeting that the employee and/or representative waived.

Step 3: If the grievance is not settled in Step 2 and the employee wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be referred in writing to the Mayor within fourteen (14) calendar days after the answer in Step 2 and shall be signed by both the employee and the Union President. The Mayor, or his or her representative, shall discuss the grievance within seven (7) calendar days with the Union President at a time mutually agreeable to the parties. If no settlement is reached, the Union or the City may request arbitration in accordance with 19.3 herein.

Any of the timelines provided for herein may be increased upon agreement between the Union and the City. The Holidays designated in Section 6.1 shall not count as "calendar days" for purposes of this Article 19.

All grievances and/or answers hereunder may be served by personal service, hand delivery, or by e-mail upon the (i) Police Chief; (ii) Chairperson of the Committee on Grievance, Negotiation, and Personnel; (iii) Mayor; or (iv) Union President, as applicable. In all events, a copy of any grievances submitted to the (i) Police Chief; (ii) Chairperson of the Committee on Grievance, Negotiation, and Personnel; or (iii) Mayor, shall also be sent via e-mail to the City Attorney at his or her e-mail address as listed on the City's website or otherwise as may be provided to the Union President from time-to-time.

The Grievance Form attached hereto as Appendix D is provided for convenience only, and the City may utilize any form it desires for purposes of responding to any grievances filed. All grievances filed by the Union shall be in writing.

### **Section 19.3. Arbitration.**

If the grievance is not settled in accordance with the foregoing procedure, the Union or the City may refer the matter to arbitration within fourteen (14) calendar days after receipt of the City's answer in Step 3. The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said seven (7) day period, the parties shall immediately present a joint request to the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Both the City and the Union shall have the right to alternately strike three (3) names from the panel one (1) at a time. The parties shall flip a coin to determine who shall make the first strike. The remaining person shall be the arbitrator. The arbitrator shall be notified of his or her selection by a joint letter from the City and the Union requesting that he or she set a time and place, subject to the availability of the City and Union representatives.

### **Section 19.4. Authority of Arbitrator.**

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He or she shall consider and decide only the specific issue submitted to him or her in writing by the City and the Union and shall have no authority to make a decision on any other issue not so submitted to him or her. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his or her decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his or her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance

presented. The decision of the arbitrator shall be final and binding, unless otherwise appealed or modified according to the Uniform Arbitration Act.

This Section relating to binding grievance arbitration shall not be interpreted to in any way to be a delegation to the arbitrator of authority to determine matters relating to the establishment of wages, hours of employment or working conditions.

**Section 19.5. Expenses of Arbitration.**

The fee and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the City and the Union provided, however, that each party shall be responsible for compensating its own representative and witnesses.

**Section 19.6. Time Limit for Filing.**

No grievance shall be entertained or processed unless it is submitted within fourteen (14) calendar days after the occurrence of the event giving rise to the grievance or within fourteen (14) calendar days after the employee through the use of reasonable diligence should have obtained knowledge of the occurrence of the event giving rise to the grievance.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". 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 answer a grievance or an appeal thereof within the specified time limit, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the City and Union President involved in each Step.



**Section 19.7. Application of Evidence Rules.**

The rules of evidence applicable to the Circuit Courts in Illinois shall be applied to arbitration proceedings hereunder as they are customarily applied in other administrative hearing proceedings in the State of Illinois.

**ARTICLE 20. CHECK OFF SYSTEM AND UNION SECURITY**

**Section 20.1. Dues Check Off.**

Upon receipt of a written and signed authorization form from an employee (in a form substantially as attached hereto as "Appendix E"), the Employer shall deduct the amount of the Union dues and the initiation fee, if any, set forth in such form and any authorized increase therein, from the wages of the employee and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Union in accordance with the laws of the State of Illinois, within thirty (30) days after the deductions have been made. The Union shall advise the Employer of any increase in dues, in writing, at least fifteen (15) days prior to its effective date. In the event of change of law or other requirements pertaining to the deduction of dues and/or initiation fees, the City and the Union agree to bargain over necessary revisions to the authorization form. The Union affirms and states that the attached Appendix E is in compliance with all applicable laws and regulations.

**Section 20.2. Notice and Appeal.**

The Union agrees to provide notices and appeal procedures to employees in accordance with applicable law.

**Section 20.3. Indemnification.**

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

Article 20 or any portion thereof. The Union agrees to comply with all federal, state, and local laws and regulations pertaining to dues and initiation fees associated with the Union.

#### **ARTICLE 21. ACCRUAL AND FORFEITURE OF SENIORITY**

All employees shall be given seniority beginning with the date of employment with the Department. Months of layoff do not count toward seniority. Temporary full time employees shall be allowed credit for seniority for continuous past month's service if hired on a permanent basis without a lapse in employment.

Seniority shall be forfeited for any of the following reasons:

- (a) Employee resigns; or
- (b) Employee is discharged for just cause.

Officers who are promoted or appointed to a police management position will continue to accrue bargaining unit seniority while they serve in that capacity. If said officer subsequently leaves the police management position, he/she shall be allowed to return to the rank he/she held prior to the promotion/appointment.

#### **ARTICLE 22. LAYOFFS**

##### **Section 22.1. Notice to be Given.**

Any commissioned officer or civilian employee may be laid off for lack of work or funds without reflection on the commissioned officer's or civilian employee's standing. At least two (2) weeks' notice of the effective date of a layoff shall be given each employee affected thereby. Nothing herein shall constitute a waiver of any rights or obligations the Union or the Employer may have under the IPLRA. The Employer agrees to bargain over the impact of the layoff, as determined in the sole discretion of the Employer. The bargaining shall commence with ten (10) days of the notice.

**Section 22.2. Order to be Followed When Laying Off.**

Commissioned officers shall be laid off in conformity with the Illinois Fire and Police Commission Act (65 ILCS 5/10-2.1-1 et seq.). Layoffs of commissioned officers to accomplish a reduction in the Department rank structure shall be by seniority in rank. Layoffs of commissioned officers to reduce the size of the Department shall be by overall seniority in the Department. Or, a combination of the foregoing may be utilized, as, for example, in a reduction of both Department size and rank structure.

Civilian employees shall be laid off by reference to overall Departmental seniority within the class of departmental civilian employees. Civilian employees of greater overall seniority may be laid off before less senior employees are laid off.

**Section 22.3. Order to be Followed in Call Back.**

Recall of commissioned officers shall be in conformity with the requirements of the Fire and Police Commission Act (65 ILCS 5/10 2.1-1 et seq.), that is to say, by inverse order of layoff.

Civilian employees shall be recalled by the inverse order of layoff within the class of civilian employees.

Commissioned officers laid off at a later date may be recalled before civilian employees laid off at an earlier date.

**ARTICLE 23. EDUCATION EXPENSE**

The City shall reimburse the employee for tuition and books required for attending any job-related course or for attending any course required for a job-related degree. In the amount not reimbursed by other agencies, provided such was approved in advance by the Chief of

Police. The above requirement would be contingent upon the successful completion of such course.

#### **ARTICLE 24. RESIDENCY REQUIREMENT**

Effective July 17, 2018, the residency requirement shall require employees to live within a twenty-five (25) minute drive of the Canton Police Department. Employees who lived beyond the said requirement on July 17, 2018 shall be considered "grandfathered". The "twenty-five (25) minute drive" shall be determined by using the shortest drive time reported by either Google Maps, Yahoo Maps, or MapQuest. The residency requirement must be satisfied within ninety (90) days following the conclusion of the employees' probationary period in order to continue employment with the City.

#### **ARTICLE 25. GENERAL PROVISIONS**

##### **Section 25.1. Management Rights.**

The Employer possesses the sole right to operate the City Police Department and all management rights repose in it. Nothing herein shall affect the internal control authority of the Chief of Police. Except as specifically amended, changed or modified by this Agreement, these management rights include, but are not limited to, the following:

- (a) To direct all operations of the Police Department;
- (b) To determine the overall budget;
- (c) To establish reasonable work rules and schedules or work;
- (d) To create an organizational structure; to hire or promote from the Fire and Police Commission eligibility list, transfer, schedule and assign employees in positions and to create, combine, modify and eliminate positions within the Police Department;
- (e) To suspend, discharge and take other disciplinary action for just cause against employees under the established work rules and

regulations of the Police Department and Fire and Police Commission and the provisions of this Agreement;

- (f) To lay off employees;
- (g) To determine quality and maintain efficiency of the operations of the Police Department;
- (h) To introduce new or improved methods or facilities;
- (i) To change existing methods or facilities;
- (j) To determine the kinds, quality and amounts of services to be performed as pertains to the Police Department and City operations; and the number and kind of classifications to perform such services;
- (k) To contract out for goods or services;
- (l) To establish rules relating to those items not subject to arbitration under 6 ILCS 314/14(i) of the Illinois Public Employees Labor Relations Act, except to the degree to the impact of such items;
- (m) To determine the methods, means and personnel by which the Police Department operations are to be conducted;
- (n) To take whatever action is necessary to carry out the functions of the Police Department in situations of emergency.

Nothing in this Article is intended to alter or abrogate the intention or authority of any other Article contained in this Agreement. Nothing in this Agreement shall be construed to modify, eliminate, or detract from the statutory responsibilities and obligations of the Employer.

**Section 25.2. No Strike or Lockout Out.**

The Employer agrees that there shall be no lock out during the term of this Agreement. The Union agrees that there will be no strike by itself and that it will not authorize or encourage any strike by any employees during the term of this Agreement.

**Section 25.3. Titles or Headings.**

Any titles or headings in this Agreement are inserted solely for the convenience of reference and shall not be deemed to limit or affect the meaning, construction or effect of any provision of this Agreement.

**Section 25.4. Totality.**

The Employer and Union acknowledge that during the negotiations, which resulted in this Agreement, both parties had the unlimited opportunity to present all demands and proposals and that this Agreement shall constitute the entire agreement between the parties for its duration.

**Section 25.5. Conflict with Existing Policies or Regulations.**

If there is a conflict between an existing City policy or regulations and an expressed term or provision of this Agreement, the term or provision of this Agreement shall apply.

**Section 25.6. Drug and Alcohol Testing.**

Drug and alcohol testing of employees shall be in accordance with the Policy attached as Appendix A.

**Section 25.7. Wellness Program**

Wellness Program benefits will be awarded each year on the first pay period in December.

The employees have established their own wellness program entitled "BeSTOW". The City acknowledges and approves of the "BeSTOW" Program as the Wellness Program for the Police Department Employees.

**ARTICLE 26. EFFECTIVE DATE OF AGREEMENT**

All provisions and benefits of this Agreement shall be effective upon signing by both parties with all provisions retroactive to May 1, 2021. This Agreement shall expire on the 30th

of April, 2024 but shall continue in full force and effect if no Agreement has then been entered into between the parties pending negotiations for a new Agreement. Pursuant to the IPLRA, any party wishing to terminate or modify this Agreement shall notify the other in writing, no less than sixty (60) calendar days prior to the scheduled termination date of this Agreement.

**[SIGNATURE PAGE TO FOLLOW]**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have executed and delivered the foregoing Agreement in two (2) duplicate originals, each of which is hereby declared to be an original for all purposes.

Dated this 20 day of February, 2022.

CITY OF CANTON, ILLINOIS

Kent McDowell  
Kent McDowell, Mayor

ATTEST:

[Signature]  
City Clerk

ILLINOIS FRATERNAL ORDER OF POLICE  
LABOR COUNCIL

BY: David A. Gass  
David Gass, Its Representative

FOR THE UNION (Illinois Fraternal Order of Police Labor Council, Unit #840):

Jason Hager, Its President.

Roger Nebeker, Its Vice-President.

[Signature], Its Secretary.



## **APPENDIX A - DRUG AND ALCOHOL POLICY**

### **SECTION 1 - DRUG AND ALCOHOL-FREE WORKPLACE:**

A. **Policy.** It is the policy and commitment of the City and the Association to provide an environment within the workplace which is free from prohibited drugs and alcohol in order to protect the employees as well as the health and safety of the public.

B. **Illegal drugs: consumption, possession, or distribution of alcohol.**

1. Any employee who consumes, possesses, or distributes alcohol or controlled substance while in the workplace or while on duty shall be terminated from the employ of the City; provided, that this shall not apply to consumption, possession or distribution specifically directed or authorized by the employee's supervisor in the performance of the employee's duty; nor to possession or consumption according to directions of the prescribing physician of legal prescription drugs.
2. Any employee who fails to notify the City within five (5) days after they are convicted of a criminal drug offense for a violation taking place in the workplace or while conducting City business will be terminated from the employ of the City.
3. Any employee convicted of a criminal drug offense regardless of when or where that act takes place will be terminated from the employ of the City.
4. The City shall provide employees and supervisors with a positive program of drug education and make everyone aware of help that is available for such a problem.

C. **Call Out.** The parties recognize that employees may be placed in a conflict arising from the fact that employees who are not on standby are not prohibited from consuming alcohol or legal drugs while off duty, but are subject to emergency call out during off-duty hours. Accordingly, when employees are notified of any emergency call out from off-duty, the following procedure shall apply.

1. The employee called out shall advise the department representative notifying him if he has consumed alcohol or legal drugs during the day of the callout and the extent of such activity.
2. The employee in charge of the call out shall assess the employee's condition and fitness for duty in accordance with the .04 standard for impairment set forth in this section, and either assign him to duty or, if the employee is determined to be impaired, will not allow him to sign in for duty. This provision shall not authorize the employee, in charge of the call out to order an employee who is contacted for a call out to submit to a test for blood alcohol content unless otherwise required or authorized by law.

3. Any employee who reports for the call out without informing the department of his consumption of alcohol or legal drugs as required in paragraph 1 above shall not be allowed to work if he appears to be impaired and shall not be paid for reporting.

D. Voluntary Referral. It is specifically agreed that no employee shall be disciplined or the subject of adverse employment action for the first instance where the employee notifies the Employer that he has a problem with legal prescription drugs or alcohol use, and voluntarily seeks assistance prior to initiation of an investigation of suspected drug or alcohol abuse by the employee. In the event that an employee who has notified the department as stated in this section is disciplined for the drug or alcohol abuse after an investigation is initiated by the employer, the employer shall, upon the employee's request, provide the employee with written documentation of the date an investigation was initiated. Such employees shall be referred by the managerial employee who is notified to the City's employee assistance program for confidential counseling and treatment. Such voluntary participation shall not confer immunity from discipline for any misconduct other than the substance abuse. The managerial employee shall not divulge any information received from the employee who voluntarily seeks the help of the employee assistance program except within the City administration on a strict need to know basis. Information concerning the employee's voluntary referral shall not be disseminated outside of the City administration, except with the employee's written authorization or if required, pursuant to legal discovery. Such voluntary referral to the employee assistance program, however, does not relieve the employee from the responsibility to adequately perform their job. In addition, voluntary submittal does not eliminate the employee from the requirements to take required drug or alcohol tests as described in this Article.

E. Officer Involved Shootings. 50 ILCS 727/1-25 requires law enforcement agencies, such as the City, to adopt a written policy regarding drug and alcohol testing following officer-involved shooting. That each commissioned officer, part-time officer or anyone acting on behalf of the city as a commissioned officer who is involved in an officer-involved shooting must submit to drug and alcohol testing. That the drug and alcohol testing must be completed pursuant to this policy and as soon as practicable after the officer-involved shooting but no later than the involved officer's end of shift or tour of duty. Officer-involved shooting means any instance when a law enforcement officer, commission officer or part-time officer discharges his or her firearm, causing injury or death to a person or person, during the performance of his or her official duties or in the line of duty.

F. Disciplinary Action for Confirmed Positive - Alcohol or Legal Drugs Other Than Valid Prescriptions.

1. First Positive. The first confirmed positive test result will be cause for disciplinary action up to and including a thirty (30) days disciplinary suspension. The employee must agree to the following conditions: (1) the employee will be mandatorily referred to the City's Employee Assistance Program for evaluation, diagnosis and development of a treatment plan consistent with generally accepted standards; and (2) the employee will be required to cooperate in the treatment plan, undergo unannounced periodic drug and/or alcohol screening for a period of

up to 12 months, successfully complete the prescribed treatment, remain free of drug and alcohol use, and sign an agreement consenting to said conditions. The unannounced periodic drug and/or alcohol screening provided for in this paragraph shall be done while the employee is on duty, provided, however, that if the employee was scheduled to work and has called in sick, he may be ordered to undergo such drug and/or alcohol screening. Failure to comply with these conditions of continued employment shall be cause for further discipline, up to and including discharge.

2. Second Positive - During Treatment. If an employee has a first confirmed positive test under the previous Paragraph I and enters a treatment program, and thereafter that employee has a subsequent confirmed positive test result while the employee is in treatment, as a result of unannounced periodic drug and/or alcohol screening, the employee shall receive a ninety (90) day disciplinary suspension and shall be required to continue in treatment and comply with the other conditions of treatment set forth in the preceding paragraph. The appropriateness of the ninety (90) day disciplinary suspension shall be final and binding on the Union and the employee, and shall not be subject to the grievance procedure. Any confirmed positive test thereafter, either random, periodic unannounced or reasonable suspicion, shall result in the employee's discharge, which penalty shall be final and binding on the Union and the employee, and shall not be subject to the grievance procedure of the Collective Bargaining Agreement.
3. Second Positive - Reasonable Suspicion or Random. An employee who has a first confirmed positive test under Paragraph 1 of this Section D and who subsequently has a confirmed positive test under the random or the reasonable suspicion standard shall be discharged, which penalty shall be final and binding on the Union and the employee and the penalty shall not be subject to the grievance procedure in the Collective Bargaining Agreement.
4. Employment Status. There is no requirement on the part of the City to keep an employee on active employment status who is receiving treatment under this Section if it is appropriately determined by a physician and/or appropriately certified medical and/or psychological professional either that the employee's current use of alcohol or drugs prevents such individual from performing his duties or that his continuance on active status would constitute a direct threat to the property or safety of himself or others. Such employee shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave pending treatment.

G. Other Related Discipline. This section shall in no way limit discipline for offenses other than substance abuse, nor shall it limit the discipline to be imposed for selling, purchasing, possessing, using or delivering any illegal drug.

In cases of misconduct arising out of related to, or aggravated by alcohol or drug abuse, the discipline imposed shall be based upon the extent, severity, and/or consequences of the misconduct.

Except as provided in Paragraph B above, no employee shall consume any alcohol within 4 hours prior to reporting for duty.

H. Costs of Testing and Rehabilitation. The City agrees to bear the costs of all testing ordered by the City, and of rehabilitation programs ordered by the City to the extent that they are not covered by the employee's health care provisions or insurance. The employee may be required to assist the City in coordinating benefits of insurance coverage.

## **SECTION 2 – PROCEDURE:**

A. The Chief or his designee may order any employee to submit to an immediate test of his blood, breath and/or urine at any time he has reasonable suspicion to believe the employee to be under the influence of alcohol or drugs while on duty, to have consumed alcohol while on duty without authorization, or to have illegal drugs in his system. The basis for the reasonable suspicion shall be documented and given to the employee in writing within twenty-four (24) hours of giving such test. If the results of the drug tests are negative the Association shall have the right to challenge whether reasonable suspicion existed for the ordering of the test.

In addition, the Chief shall have the right to order random tests for the presence of alcohol or illegal drugs of all employees.

A test for the presence of illegal drugs shall also be a part of any medical examination ordered by the City in connection with promotions, recall or the return to duty after leaves. All tests ordered by the City shall be at the expense of the City.

The refusal by any employee to submit to and complete any testing provided for under this Article, shall subject the employee to immediate discharge.

Any employee who tests positive for the presence of illegal drugs shall be subject to discharge. Individuals consuming alcohol or having BAC of .04% or more while on duty shall be subject to disciplinary action as provided in Article 17 of the Agreement.

Employees ordered to submit to drug and alcohol testing shall promptly comply with the order. Employees who submit to such tests shall not be deemed to have waived or otherwise impaired their rights to grieve or otherwise contest any aspect of the testing as may be provided by law or this Agreement.

Employees shall have the right to Association representation during the testing procedure, except during actual collection of the sample. The testing procedure shall not be unreasonably delayed due to unavailability of an Association representative.

B. The City agrees that its testing procedure for the presence of drugs or alcohol shall conform to the following:

1. Use only a SAMHSA (Substance Abuse and Mental Health Services Administration) certified or licensed laboratory to test body fluids or materials for drugs whose collection, handling, testing and preservation of sample and reporting are in accordance with SAMHSA standards. Breath tests ordered under this Section solely for disciplinary purposes shall be performed by a United States Department of Transportation (DOT) certified operator who is employed by an independent third party contractor which either operates or is affiliated with the SAMHSA certified laboratory selected for the blood and urine testing. All breath tests shall be done on a DOT certified breath analysis machine;
2. Establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of and identity of each sample and test result;
3. Collect a sufficient sample of the same body fluid or material to permit for an initial screening, a confirmatory test, and a sufficient amount to be set aside and reserved for later testing if requested by the employee. In the case of urine testing, it shall be a split sample;
4. Collect all samples in such a manner as to preserve the individual employee's right to privacy and insure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed while submitting a sample. Proper testing may be conducted to prevent the submission of a false or adulterated sample;
5. Confirm any sample that tests positive in the initial screening for drugs by use of gas chromatography, with mass spectrometry or an equivalent scientifically accurate and accepted method that provides quantitative data about the drug metabolites. Confirm any positive breath alcohol screening test with a test of the employee's blood by use of gas chromatography or an equivalent scientifically accurate and accepted method;
6. Provide the employee tested with an opportunity to have an additional portion of the same sample tested by a licensed testing facility of his own choosing;
7. Require that the clinical laboratory report to the City through its Medical Review Officer positive results only in the case where both the initial and confirmatory test results are positive as to the same sample;
8. Provide each employee with a report of the confirmed positive results of each drug test that includes the types of tests conducted, the results of each test, the detection level used by the laboratory and any other information provided to the City by the laboratory;

9. Ensure that all positive samples are maintained for a period of not less than 120 days to permit additional testing at the election of and the expense of the employee;
10. Ensure that no employee is reassigned or subject to any discipline during any testing procedure pending the results thereof;
11. If an alcohol test reveals that there is a concentration of 0.04% of alcohol in the employee's blood stream (alcohol concentration shall mean grams of alcohol per 100 milliliters of blood or grains of alcohol per 210 liters of breath), the employee will automatically be deemed "under the influence" of alcohol within the meaning of this Policy, and therefore, may be subject to discipline under this Policy;
12. The testing or processing phase for body fluids shall consist of a two-step procedure:
  - (a) Initial screening test.
  - (b) Confirmation test.
13. The body fluid sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive, rather, it will be classified as "confirmation pending." Notification of test results to the City shall be held until the confirmation test results are obtained;
14. A body fluid specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test;
15. Personnel utilized for testing will be certified as qualified to collect samples or adequately trained in collection procedures;
16. Concentration of a drug at or above the levels established by SAMHSA shall be considered a positive test result when using the initial immunoassay drug screening test. At the present time, those levels are:

INITIAL TEST	Level - Nanogram/Milliliter (hereafter referred to as (ng/ml))
Marijuana metabolite	50
Cocaine metabolite	300
Opiate metabolite	300*
Phencyclidine	25
Amphetamines	1000

\*25 ng/ml if immunoassay-specific for free morphine.

Concentration of a drug at or above the levels established by SAMHSA for confirmatory tests shall be considered a positive test result when performing a confirmatory Gas Chromatography/Mass Spectrometry test on a urine specimen that tested positive using a technologically different initial screening method:

CONFIRMATORY TEST	LEVEL (ng/ml)
Marijuana metabolite	15*
Cocaine metabolite	150**
Opiates:	
Morphine	300+
Codeine	300+
Phencyclidine	25
Amphetamines	500
Methamphetamine	500

\* Delta-9- tetrahydrocannabinol-9-carboxylic acid

\*\* Benzoylcegonine

+ 25 ng/ml if immunoassay-specific for free morphine

17. Where a positive result is confirmed, specimens shall be maintained in secured, refrigerated storage for at least a period of one hundred twenty (120) days;

18. For random drug tests, the following additional conditions shall apply:

- (a) The City will contract with an independent third party to provide random selection services through use of a computerized random number generator program. The City shall specify the percentage of commissioned positions (which shall be at least 25%) that are to be tested annually, and the number of dates on which the body substance specimens are to be collected. The random number generator will then select the dates, the individuals to be tested on each date, and the shift (first, second, third or fourth) on which the collections shall begin. When the collection process begins on second, third or fourth shifts, the preceding shifts shall be processed on the following day.
- (b) To maintain the security of the selection system, the contractor shall deal exclusively with the Chief of Police or in his absence, the Acting Chief of Police, for purposes of notifying the City of testing dates and individuals selected, verifying and updating the pool and supplemental selection of individuals, if necessary.
- (c) Any employee selected who is on authorized time off which was applied for and approved prior to notice to the department of the date of the test shall be required to report to the collection site on

his/her first day back from pre-approved leave. Any employee who requests leave of any type after the department has been notified of the testing date shall be required to report to the collection site on the shift he would otherwise have been required to report unless he is excused by the Chief of Police for good cause shown. Any employee so excused shall be required to report to the collection site on his first day back to work.

- (d) When an employee is selected in the random process, he/she shall promptly report to the appropriate collection site upon the direction of his/her commanding employee or supervisor. He/she shall provide specimens of urine sufficient to allow for "split sample" collection and processing of the specimens. He/she shall also supply a breath sample sufficient for a breath alcohol test. In the event that the breath sample registers a breath alcohol reading of .04 or greater, the employee shall also submit a blood sample sufficient for a confirmatory blood alcohol test.
- (e) The City agrees to maintain all records concerning drug problems of its employees, including all records pertaining to City required drug tests, in the utmost confidence, subject to legal discovery. If the City receives a discovery request for any records regarding drug problems of an employee and it decides to comply with that request, it shall notify the employee prior to releasing any of the records. Except when required pursuant to legal discovery, no records concerning the drug problems of any employee shall be released to other employers or agencies without written permission of the person whose records are sought.

### **SECTION 3 - EMPLOYEE ASSISTANCE PROGRAM:**

The City shall establish an Employee Assistance Program to assist employees who are experiencing personal problems which the employee believes may be affecting his job performance. This program is available to all employees, and employee participation in the Employee Assistance Program shall be voluntary, confidential, and not used for or considered in matters relating to performance evaluation, discipline or promotions. Participation in the program shall not be used as an excuse for poor job performance or discipline.



**APPENDIX B - WAGE AND LONGEVITY SCHEDULES – COMMISSIONED OFFICERS**

	<b>FY 22 – 3.5%</b> <b>05/01/2021-</b> <b>04/30/2022</b>	<b>FY 23 – 2.75%</b> <b>05/01/2022-</b> <b>04/30/2023</b>	<b>FY 24 – 2.75%</b> <b>05/01/2023-</b> <b>04/30/2024</b>
<i>Patrolmen</i>			
Starting	\$51,766.16	\$53,189.73	\$54,652.44
Starting 2nd Year	\$54,764.47	\$56,270.49	\$57,817.93
3rd Year	\$57,993.66	\$59,588.48	\$61,227.17
4th Year	\$64,129.73	\$65,893.30	\$67,705.36
5th Year	\$64,738.68	\$66,518.99	\$68,348.27
7th Year	\$66,421.48	\$68,248.07	\$70,124.89
10th Year	\$68,855.75	\$70,749.28	\$72,694.88
15th Year	\$70,474.99	\$72,413.05	\$74,404.41
20th Year	\$73,905.62	\$75,938.03	\$78,026.32
25th Year	\$76,073.38	\$78,165.40	\$80,314.95
30th Year	\$78,355.59	\$80,510.36	\$82,724.40
<i>Sergeants</i>			
Starting	\$54,483.88	\$55,982.19	\$57,521.70
Starting 2nd Year	\$57,639.60	\$59,224.69	\$60,853.37
3rd Year	\$61,038.33	\$62,716.88	\$64,441.59
4th Year	\$67,496.54	\$69,352.69	\$71,259.89
5th Year	\$68,137.46	\$70,011.24	\$71,936.55
7th Year	\$69,908.60	\$71,831.09	\$73,806.45
10th Year	\$72,470.67	\$74,463.62	\$76,511.36
15th Year	\$74,174.93	\$76,214.74	\$78,310.65
20th Year	\$77,785.67	\$79,924.78	\$82,122.71
25th Year	\$80,067.23	\$82,269.08	\$84,531.48
30th Year	\$82,469.25	\$84,737.16	\$87,067.43
<i>Lieutenants</i>			
Starting	\$57,344.28	\$58,921.25	\$60,541.59
Starting 2nd Year	\$60,665.68	\$62,333.99	\$64,048.17
3rd Year	\$64,242.84	\$66,009.52	\$67,824.78
4th Year	\$71,040.11	\$72,993.71	\$75,001.04
5th Year	\$71,714.68	\$73,686.83	\$75,713.22
7th Year	\$73,578.81	\$75,602.22	\$77,681.28
10th Year	\$76,275.38	\$78,372.96	\$80,528.21
15th Year	\$78,069.11	\$80,216.01	\$82,421.95
20th Year	\$81,869.42	\$84,120.83	\$86,434.15
25th Year	\$84,270.76	\$86,588.21	\$88,969.38
30th Year	\$86,798.89	\$89,185.86	\$91,638.47

\*For purposes of Section 4.4(B), the Step A Longevity Step is \$625.00 per month.

## APPENDIX C - WAGE AND LONGEVITY SCHEDULES – OTHER EMPLOYEES

	FY 22 – 3.5% 05/01/2021- 04/30/2022	FY 23 – 2.75% 05/01/2022- 04/30/2023	FY 24 – 2.75% 05/01/2023- 04/30/2024
<i>Dispatchers</i>			
Starting	\$38,784.34	\$39,850.91	\$40,946.81
Starting 2nd Year	\$39,943.37	\$41,041.81	\$42,170.46
3rd Year	\$41,151.98	\$42,283.66	\$43,446.46
4th Year	\$42,388.27	\$43,553.95	\$44,751.68
7th Year	\$43,648.26	\$44,848.59	\$46,081.92
10th Year	\$44,956.05	\$46,192.34	\$47,462.63
15th Year	\$46,318.07	\$47,591.82	\$48,900.59
20th Year	\$47,707.71	\$49,019.68	\$50,367.72
25th Year	\$49,138.84	\$50,490.16	\$51,878.64
30th Year	\$50,613.01	\$52,004.86	\$53,435.00
<i>Code Enforcement / Animal Control / Community Service Officer*</i>			
Starting	\$45,160.55	\$ 46,402.46	\$47,678.53
Starting 2nd Year	\$46,074.99	\$ 47,342.05	\$48,643.96
3rd Year	\$46,990.77	\$ 48,283.02	\$49,610.80
4th Year	\$47,906.52	\$ 49,223.95	\$50,577.60
7th Year	\$49,738.05	\$ 51,105.85	\$52,511.26
10th Year	\$60,700.78	\$ 62,370.05	\$64,085.23
15th Year	\$62,886.01	\$ 64,615.37	\$66,392.30
20th Year	\$65,149.90	\$ 66,941.53	\$68,782.42
30th Year	\$67,104.40	\$ 68,949.77	\$70,845.89

\*The City and the Union agree that the wage/longevity scale for the Code Enforcement/Animal Control/Community Service Officer is based upon the current duties, experience, and qualifications of the current employee holding said position at the time of execution of this Agreement. In the event the current employee holding the position no longer holds the position and the necessary training/qualifications and/or duties of the position change, the City and the Union agree to bargain over this wage/longevity schedule.

## 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)/Sections(s) violated: \_\_\_\_\_, and all applicable Articles

Briefly state the facts: \_\_\_\_\_

Remedy Sought: \_\_\_\_\_, in part and in whole, make grievant(s) whole.

Given To: \_\_\_\_\_ Date: \_\_\_\_\_

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: \_\_\_\_\_

Grievant's Signature

FOP Representative Signature

### EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

<b>Lodge/Unit No.:</b>	<b>Year:</b>	<b>Grievance No.:</b>
------------------------	--------------	-----------------------

### ***STEP THREE***

Reasons for Advancing Grievance: \_\_\_\_\_

Given To: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
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: \_\_\_\_\_

\_\_\_\_\_  
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 - 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 to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

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.*

# **EXHIBIT B**

## **SIDE LETTER OF AGREEMENT**

This Side Letter of Agreement ("SLA") between the City of Canton, an Illinois municipal corporation (the "City") and the Illinois Fraternal Order of Police Labor Council, Unit #840 (the "Union") is intended to serve as a confirmation of the City and the Union's additional agreements, subject to the Union having ratified the City's proposed Collective Bargaining Agreement prior to the Regular Meeting of the Canton City Council on January 18, 2022 at 6:30 p.m. The Union and the City may collectively be referred to hereinafter as the "Parties."

**WHEREAS**, the City and the Union are parties to a Collective Bargaining Agreement, dated May 1, 2021 through April 30, 2024 (the "CBA");

**WHEREAS**, as part of the negotiations for the above-described CBA, the City offered to pay certain "COVID Premium Pay," as described below, in the event that the Union ratified the City's proposed Collective Bargaining Agreement prior to the Regular Meeting of the Canton City Council on January 18, 2022 at 6:30 p.m.;

**WHEREAS**, the Union ratified the City's proposed Collective Bargaining Agreement prior to the Regular Meeting of the Canton City Council on January 18, 2022 at 6:30 p.m.

**NOW, THEREFORE**, in consideration of the foregoing, the City and Union agree to the following:

A. All eligible workers (defined in Section B below) that are also employees under the CBA, as of May 1, 2022, who also worked at least 15.3846 hours during the COVID-19 public health emergency, shall be paid an amount of Two Hundred and No/100 (\$200.00) (hereinafter "COVID Premium Pay"). The COVID Premium Pay will be paid in a lump sum on the first paycheck in May 2022 or by a separate check at the time of the first paycheck in May 2022. The COVID Premium Pay shall be in addition to wages or remuneration of the employee and shall be separate from and not utilized for the computation of any wages, overtime, sick/personal leave, holiday pay, vacation pay, compensatory time, or any other compensation paid by the City to the employee.

B. An "eligible worker" for purposes of this SLA shall mean those workers needed to maintain continuity of operations of essential critical infrastructure sectors and additional sectors as each chief executive officer of a metropolitan city, nonentitlement unit of local government, or county may designate as critical to protect the health and well-being of the residents of their metropolitan city, nonentitlement unit of local government, or county. By executing below, the Mayor of the City of Canton is designating employees subject to the CBA as "eligible workers."

C. The Union and the City agree that the COVID Premium Pay is being paid to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the City of Canton that are performing such essential work.


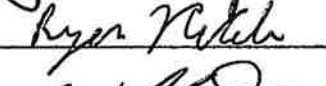

D. The parties agree that this SLA is intended to be compliant with the American Rescue Plan of 2021 (Public Law No. 117-2, 117<sup>th</sup> Congress) and any regulations promulgated in relation thereto (collectively "ARPA"). To the extent any provisions of this SLA are found to be non-compliant with ARPA, then the City and the Union agree to meet to attempt to remedy any issues to accomplish the foregoing. However, in no event shall the City be required to pay more than \$200.00 per eligible worker that is also an employee nor be required to pay any of the COVID Premium Pay from any source other than funds provided to the City, as a non-entitlement unit, pursuant to ARPA.

E. The City and Union agree that this SLA is intended to be a non-recurring, one-time payment from the ARPA funds received by the City of Canton, and this SLA shall expire in its entirety upon the City's payments in May 2022. The City and Union further agree that the COVID Premium Pay is not "salary for pension purposes" under 50 Ill. Adm. Code 4402.35 and it shall not be used in determining an employee's pension. Nothing in this provision precludes the City from agreeing to award additional COVID Premium Pay in the future, but in no way is the City required to do so.

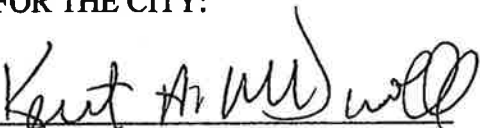
Dated this 20 day of February, 2022.


FOR THE UNION:

  
Davis Gass, Representative

 *Its President.*  
 *Its Vice-President.*  
 *Its Secretary*

FOR THE CITY:

  
Kent McDowell, Mayor

Attest:   
Diana Pavley-Rock, City Clerk



# **EXHIBIT C**

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") between the City of Canton, an Illinois municipal corporation (the "City") and the Illinois Fraternal Order of Police Labor Council, Unit #840 (the "Union") is intended to serve as a confirmation of the City and the Union's agreements pertaining to certain employee's non-compliance with the required residency requirements of their Collective Bargaining Agreement. The Union and the City may collectively be referred to hereinafter as the "Parties."

**WHEREAS**, the City and the Union are parties to a Collective Bargaining Agreement, dated May 1, 2021 through April 30, 2024 (the "CBA");

**WHEREAS**, Article 25 of the CBA provides:

Effective July 17, 2018, the residency requirement shall require employees to live within a twenty-five (25) minute drive of the Canton Police Department. Employees who lived beyond the said requirement on July 17, 2018 shall be considered "grandfathered". The "twenty-five (25) minute drive" shall be determined by using the shortest drive time reported by either Google Maps, Yahoo Maps or Mapquest. The residency requirement must be satisfied within ninety (90) days following the conclusion of the employees' probationary period in order to continue employment with the City.

**WHEREAS**, Candi Buhl ("Officer Buhl"), an employee pursuant of the City that is subject to the CBA, currently resides in Hanna City, IL (the employee's residence on file with the City at the time of this MOU is hereinafter referred to as the "Employee's Residence");

**WHEREAS**, the Employee's Residence is more than a twenty-five (25) minute drive of the Canton Police Department, and Officer Buhl did not live at Employee's Residence on July 17, 2018;

**WHEREAS**, the City has agreed to permit Officer Buhl to continue residing outside of the Residency Requirements of Article 25 of the CBA, subject to the terms and conditions of this MOU;

**WHEREAS**, by executing this MOU, the Union affirms that no other employees subject to the CBA reside outside of the Residency Requirements of Article 25 of the CBA.

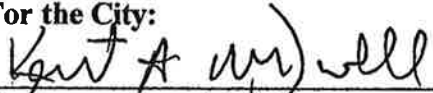
**NOW, THEREFORE**, in consideration of the foregoing, the City and Union agree to the following:

- A. The City agrees not to discipline Officer Buhl solely due to her violation of Article 25 of the CBA by residing at the Employee's Residence.
- B. In the event Officer Buhl no longer resides at the Employee's Residence, then, in order to continue employment with the City, Officer Buhl shall be required to comply with the Residency Requirements of Article 25 of the CBA for any future residential locations.


- C. This MOU will become effective as of the date the MOU is signed by Officer Buhl, the City, and the Union and will become part of the CBA;
- D. This MOU shall not be deemed precedential in any way and may not be relied upon by the parties hereto for purposes of any past practice;
- E. Except as modified by this MOU, all other provisions of the CBA shall remain in full force and effect unless inconsistent with this MOU. In the event of a conflict between this MOU and the CBA, this MOU shall control.

Dated this 18<sup>th</sup> day of January, 2022.

**For the City:**

  
Kent McDowell, Mayor

**ATTEST:**

  
Diana Pavley-Roek, City Clerk

**For the Union:**

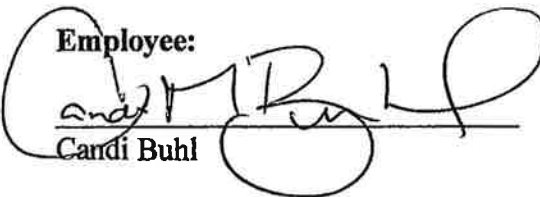
  
David Gass, Its Representative

  
Its President

  
Its Vice-President

  
Its Secretary

**Employee:**

  
Cardi Buhl

