

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF HERRIN ILLINOIS

AND

**THE HERRIN POLICE DEPARTMENT
DISPATCH BARGAINING UNIT**

AND

**THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA,
THE SOUTHERN AND CENTRAL ILLINOIS LABORERS' DISTRICT COUNCIL**

AND

LABORERS' LOCAL 773



Duration: July 1, 2019 to April 30, 2024

**HERRIN POLICE DEPARTMENT
DISPATCH / CLERICAL**

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
ARTICLE 1	PREAMBLE	6
ARTICLE 2	RECOGNITION	6
	Section 1 Inclusion	6
	Section 2 The Creation of a Two Tier Roster	7
ARTICLE 3	NON-DISCRIMINATION	7
	Section 1 Equal Employment Opportunity	7
	Section 2 Non-Discrimination	7
	Section 3 Use of Masculine Pronoun	8
ARTICLE 4	DUES DEDUCTION	8
	Section 1 Dues Deduction	8
	Section 2 Dues	8
	Section 3 Indemnification	8
ARTICLE 5	MANAGEMENT RIGHTS	9
ARTICLE 6	NO STRIKE / NO LOCKOUT	9
	Section 1 No Strike Commitments	9
	Section 2 Resumption of Operations	9
	Section 3 Union Liability	10
	Section 4 Discipline of Strikers	10
ARTICLE 7	RESOLUTION OF IMPASSE	10
ARTICLE 8	BILL OF RIGHTS	10
ARTICLE 9	DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE	11
	Section 1 Definition of a Grievance	11
	Section 2 Dispute Resolution	11
	Section 3 Representation	11
	Section 4 Subject Matter	11
	Section 5 Time Limitation	12
	Section 6 Grievance Processing	12
	Section 7 Grievance Meetings	12
	Section 8 Steps In Procedure	12
	Step 1	12
	Step 2	12
	Step 3	13

**HERRIN POLICE DEPARTMENT
DISPATCH / CLERICAL**

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
ARTICLE 10	LABOR-MANAGEMENT CONFERENCES	14
	Section 1 Meeting Rules	14
	Section 2 Exceptions to Grievance Procedure	14
ARTICLE 11	LAY-OFF	15
ARTICLE 12	SUBCONTRACTING	15
ARTICLE 13	EMPLOYEE SECURITY AND PERSONNEL FILES	15
	Section 1 Just Cause Standard	15
	Section 2 Personnel Files	15
	Section 3 Inspection	16
	Section 4 Notification and Reply	16
	Section 5 Limitation on Use of File Material	16
	Section 6 Employee Additions to Personnel File	16
ARTICLE 14	HOURS AND OVERTIME	17
	Section 1 Workday and Workweek	17
	Section 2 Overtime Payment	17
	Section 3 Court Time – Call Back	17
	Section 4 Training	17
	Section 5 Compensatory Time	18
	Section 6 Staffing	18
ARTICLE 15	INDEMNIFICATION	18
	Section 1 Employer Responsibility	18
	Section 2 Legal Representation	18
	Section 3 Cooperation	18
	Section 4 Applicability	18
ARTICLE 16	SENIORITY	19
	Section 1 Definition of Seniority	19
	Section 2 Promotion	19
	Section 3 Seniority List	19
	Section 4 Personal Day Selection	19
	Section 5 Termination of Seniority	20
	Section 6 Seniority – Unpaid Leaves	20
	Section 7 Shift Assignments	20
	Section 8 Voluntary Assignments/Extra Shifts	20
	Section 9 Seniority Bonus	21

**HERRIN POLICE DEPARTMENT
DISPATCH / CLERICAL**

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
ARTICLE 17	LABORERS' UNION REPRESENTATIVES	21
	Section 1 Grievance Procedure	21
	Section 2 Union Steward	21
	Section 3 Convention Delegates	21
	Section 4 Union Negotiating Team	22
ARTICLE 18	SAFETY ISSUES	22
ARTICLE 19	BULLETIN BOARDS	22
ARTICLE 20	LEAVES OF ABSENCE	22
	Section 1 Bereavement Leave / Death in Family	22
	Section 2 Definition of Family	22
	Section 3 Short Term Military Leave	23
	Section 4 Education Leave	23
	Section 5 Maternity Leave	23
	Section 6 Injury Leave	23
	Section 7 Sick Leave	23
ARTICLE 21	WAGE RATES	24
ARTICLE 22	HOLIDAYS	24
	Section 1 Recognized Days	24
	Section 2 Holiday Premium Pay	25
ARTICLE 23	CLOTHING MAINTENANCE ALLOWANCE	25
ARTICLE 24	VACATIONS	26
	Section 1 Schedule of Vacation Time Earned	26
	Section 2 Carry-Over of Vacation Credit	26
ARTICLE 25	INSURANCE	27
	Section 1 Hospitalization	27
	Section 1A Insurance Pay	27
	Section 2 Life Insurance	27

**HERRIN POLICE DEPARTMENT
DISPATCH / CLERICAL**

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
ARTICLE 26	GENERAL PROVISIONS	27
	Section 1 Union Business	27
	Section 2 Union Representation	27
	Section 3 Inoculations	27
	Section 4 Funerals	28
	Section 5 Residency	28
	Section 6 Section 457 Plan	28
	Section 7 Legal Defense	28
ARTICLE 27	SHIFT DIFFERENTIAL	28
ARTICLE 28	DRUG AND ALCOHOL TESTING	28
	Section 1 General Policy Regarding Drugs & Alcohol	28
	Section 2 Definitions	29
	Section 3 Prohibitions	29
	Section 4 Administration of Tests	30
	Section 5 Conduct of Tests	31
	Section 6 Right to Contest	32
	Section 7 Voluntary Requests for Assistance	33
	Section 8 Discipline	33
	First Positive	33
	Second Positive	34
	Section 9 Duty Assignment	34
	Section 10 Confidentiality of Test Results	34
	Section 11 Alcohol Test Standards	34
ARTICLE 29	SAVINGS CLAUSE	35
ARTICLE 30	DISCIPLINE AND DISCHARGE	35
	Section 1 Discipline and Discharge	35
	Section 2 Limitation	35
	Section 3 Pre-Disciplinary Meeting	35
	Section 4 Investigatory Interviews	36
	Section 5 Probationary Employees	36
ARTICLE 31	COMPLETE AGREEMENT	36

**HERRIN POLICE DEPARTMENT
DISPATCH / CLERICAL**

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
ARTICLE 32	DURATION	36
	Section 1 Term of Agreement	36
	Section 2 Continuing Effect	37
	Section 3 Reopener	37
SIGNATURE PAGE		37

APPENDIXES

APPENDIX A	SENIORITY LIST	38
APPENDIX B1	WAGE RATES/LONGEVITY (TIER 1)	39
APPENDIX B2	WAGE RATES/LONGEVITY (TIER 2)	40
APPENDIX C	EDUCATIONAL TRAINING INCENTIVE	41
APPENDIX D	LONGEVITY BONUS	42
APPENDIX E	ISSUE UNIFORM ITEMS	43
APPENDIX F	RETIREMENT CLARIFICATION	44
APPENDIX G	DUES CHECKOFF AUTHORIZATION FORM	45

COLLECTIVE BARGAINING AGREEMENT

ARTICLE 1 PREAMBLE

This Agreement is entered into by and between the City of Herrin, an Illinois Municipal Corporation (herein referred to as "EMPLOYER"), and the Laborers' International Union of North America, The Southern and Central Illinois Laborers' District Council, and Laborers' Local 773 (hereinafter referred to as the "UNION") acting pursuant to the law as the exclusive bargaining agency for the employees covered by this Agreement.

The purpose of this agreement is to provide an orderly collective bargaining relationship between the Employer and the Union representing the employees of the bargaining unit, and to make clear the basic terms upon which such relationships depend. It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as adjust misunderstandings and grievances relating to employees' wages, hours and working conditions.

In consideration of mutual promises, covenants, and Agreement contained herein, the parties hereto, by their duly authorized representative and/or agent, do mutually covenant and agree as follows:

ARTICLE 2 RECOGNITION

Section 1: Inclusion:

The Employer hereby recognizes the Laborers' International Union of North America as the sole and exclusive collective bargaining representative, for the purpose of collective bargaining, on any matters relating to wages, hours, and all other terms and conditions of employment of the following employees employed by the Police Department of the City of Herrin, Illinois, and as Certified in Illinois State Labor Relations Board Case Number: **S-RC-08-150**.

The bargaining unit shall include:

INCLUDED: All full-time personnel in the rank of dispatcher and dispatcher/records clerk.

EXCLUDED: All other personnel of the department and others defined in the Illinois Public Labor Relations Act.

Section 2: The Creation of a (2) Two Tier Employee Roster:

As of May 1st, 2016, the creation of a (2) Two Tier Employee Roster will be introduced into this agreement. Tier (1) One Employees will be defined as those employees covered under this agreement at the time of its creation, passage, and initiation. Tier (2) Two Employees will be defined as those hired after that time. Nothing in this agreement will be added, deleted, or modified, which differentiates between Tier (1) One Employees and Tier (2) Two Employees, the following language in this section excepted.

A Tier (2) Two Salary Matrix will be created by reducing the salary 20% of that of an Employee with one year of service, reflective of the 2015 Agreement. Salary increases negotiated for the beginning of the May 1st, 2016 Agreement will then be reflected in both tiers uniformly and equally. Both Tier (1) One and Tier (2) Two Salary Matrixes will preserve identical longevity increases, as well as all future negotiated longevity and salary increases.

The Tier (1) One Salary Matrix will be used for all negotiation and comparable purposes while Tier (1) One Employees make up 51% of the bargaining unit. The Tier (2) Two Salary Matrix will be used for all negotiation and comparable purposes when Tier (2) Two Employees make up 51% of the Bargaining Unit.

This Section can only be changed, removed, modified, etc., by unanimous affirmative vote by all eligible voting members of the Bargaining Unit. Once there are no longer any employees defined as Tier (1) One Employees covered by this agreement, then this section will expire.

ARTICLE 3
NON-DISCRIMINATION

Section 1: Equal Employment Opportunity:

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

Section 2: Non-Discrimination:

Neither the Employer nor the Union shall discriminate against employees, and employment-related decisions will be based upon qualifications and predicted performance in a given position without regard to race, color, sex, age, religion, or national origin or less than Honorable Discharge from the Military, sexual orientation, or persons who have sought an Order of Protection. Nor shall the Employer or the Union discriminate against employees as a result of activities on behalf of the Union or membership or non-membership in the Union, or the exercise of Constitutional rights. The Employer and Union agree to comply with all applicable laws. Employees shall not be transferred, assigned, or re-assigned or have any of their duties changed for reasons prohibited by this section.

Section 3: Use of Masculine Pronoun:

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

ARTICLE 4
DUES DEDUCTION

Section 1: Dues Deduction:

Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Union dues and initiation fee, if any, set forth in such form and any authorized increases therein, and shall remit such deductions monthly to the Union at the address designated by the Secretary–Treasurer of the Local Union and in accordance with the Law of the State of Illinois. The Union shall advise the Employer of any increases in dues, in writing, at least thirty (30) days prior to its effective date. The employee shall not have any dues or initiation fees deducted until such time as they have successfully completed a probationary period required by the employer. The authorization form to be signed by the employees is attached to this agreement as Appendix F.

Section 2: Dues:

With respect to any dispatcher on whose behalf the Employer receives written authorization in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the employee the dues and/or financial obligation uniformly required and shall forward the full amount to the Union by the tenth (10th) day of the month following the month in which the deductions are made.

The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer during the fifteen (15) day period prior to the expiration date of this agreement.

Section 3: Indemnification:

The Union hereby indemnifies and agrees to save the Employer harmless against any and all judgments that may arise out of or by reason of any proper action taken by the Employer for the purpose of complying with the provisions of the Article.

ARTICLE 5
MANAGEMENT RIGHTS

The Employer may exercise the following rights provided that no right is exercised contrary to or inconsistent with other terms of this agreement:

1. To determine the organization and operations of the police department.
2. To determine and change the purpose, composition and function of each of its constituent department and subdivisions.
3. To set standards for services to be offered to the public.
4. To determine the overall budget.
5. To create an organizational structure.
6. To select new employees, determine examination techniques for new employees and to direct the employees of the police department, including the right to assign work and overtime.
7. To suspend, demote, discharge and take other disciplinary action from relief of duty any employee for just cause.
8. To establish, implement, and maintain an effective internal control program.
9. Establish reasonable rules of personal conduct and will notify the employees and the Union within ten (10) days in advance of any new or modified rules of personal conduct.
10. Relieve employees from duties in accordance with Article 11, layoff.
11. Determine the methods, means, and personnel by which such operations are to be conducted.
12. Take whatever action may be necessary to carry out the missions of the City in situations of emergency.
13. To determine reasonable schedules of work and establish the methods and processes by which the work is to be performed.

ARTICLE 6
NO STRIKE / NO LOCKOUT

Section 1: No Strike Commitments:

Neither the Union nor any dispatcher will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down, or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. Neither the Union nor any dispatcher shall refuse to cross any picket line, by whoever established.

Section 2: Resumption of Operations:

In the event of action prohibited by Section 1 above, the Union immediately shall disavow such action in writing and request the dispatchers to return to work and shall use its best efforts to achieve a prompt resumption of normal operations.

The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon good faith compliance with the requirements of this Section.

Section 3: Union Liability:

Upon the failure of the Union to comply with the provisions of Section 2 above, any agent or official of the Union who is a dispatcher covered by this Agreement may be subject to the provisions of Section 4 below.

Section 4: Discipline of Strikers:

Any dispatcher who violates the provisions of Section 1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any dispatcher who participates in action prohibited in Section 1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether a dispatcher in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

ARTICLE 7
RESOLUTION OF IMPASSE

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended (5 ILCS 315/14, as amended).

1. There is to be one (1) Arbitrator selected by both parties from a panel of Federal Mediation and Conciliation Services.

2. The Arbitration shall be set on a date mutually acceptable to both parties and the Arbitrator.

The Employer and the Union agree that any arbitration hearings shall be held in Herrin, Illinois, unless both parties agree otherwise.

ARTICLE 8
BILL OF RIGHTS

If the inquiry, investigation, or interrogation of a law enforcement dispatcher results in the recommendation of some action, such as transfer, suspension, dismissal, loss of pay, reassignment, or similar action which would be considered a punitive measure, then, before taking such action, the Employer shall follow procedures set forth in 50 ILCS 725/1 et seq. of the Illinois Compiled Statutes. The dispatcher may be relieved of duty with pay pending filing of formal charges and may be relieved of duty without pay after formal written charges have been served on the dispatcher. The dispatcher shall have the right to be represented at such inquiries, investigations, or interrogations by a Union representative.

Any dispatcher desiring review of any level of discipline, shall utilize the procedures of Article 9, Grievance and Arbitration, in the Agreement. The procedures of the Board of Fire and Police Commissioners shall not be used for review of disciplinary actions.

Further, nothing in this agreement shall limit the Chief of Police from suspending a Dispatcher up to thirty (30) days for just cause. Any dispatcher affected shall have the right to any legal appeals to the appropriate Court.

ARTICLE 9 **DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE**

Section 1: Definition of a Grievance:

A grievance is defined as any unresolved difference between the Employer and the Union or any employee covered by this Agreement regarding the application, meaning or interpretation of this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act. The Employer and the Union agree that the terms of this Agreement shall supersede and replace all past practices, which may in any way conflict with the terms of this Agreement.

Section 2: Dispute Resolution:

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute shall be made between the employee and his immediate Supervisor.

The employee shall make his complaint to his immediate Supervisor. The Supervisor will notify the employee of his decision within two (2) working days following the day when the complaint was made. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his assigned work task and complain later, unless the employee reasonably believes that the assignment endangers his safety.

Section 3: Representation:

Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees. The Employer may file contract grievances directly at Step 3, Section 8 of this Article. Either party may have the grievant or one (1) grievant representing group grievances present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure upon his request. Grievances may be filed on behalf of two (2) or more employees only if the same facts, issues and requested remedy apply to all employees in the group.

Section 4: Subject Matter:

Only one (1) subject matter shall be covered in any one (1) grievance. A grievance shall contain a statement of the grievant's position, the Article and Section of the

Agreement allegedly violated, the date of the alleged violation, the relief sought and the signature of the grieving employee(s) and the date.

Section 5: Time Limitations:

Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances. The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step, except Step 3.

Time limits may be extended by mutual agreement.

Section 6: Grievance Processing:

No employee or Union Representative shall leave his work assignment to investigate, file or process grievances without first making mutual arrangements with his supervisor, and such mutual arrangements shall not be denied unreasonably. In the event of a grievance, the employee shall always perform his assigned task and grieve his complaint later, unless the employee reasonably believes that the assignment endangers his safety.

Section 7: Grievance Meetings:

A maximum of two (2) employees (the grievant and/or Union representative) per work shift shall be excused from work with pay to participate in a Step 1 or Step 2 grievance meeting. The employee(s) shall only be excused for the amount of time reasonably required to present the grievance. The employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the employee's work shift. In the event of a grievance, the employee shall first perform his assigned work task and file his grievance later.

Section 8: Steps in Procedure:

Disputes arising under this Agreement shall be resolved as follows:

Step 1

If no agreement is reached between the employee and the supervisor, as provided for in Section 2, Dispute Resolution, the Union shall prepare a written grievance on a form mutually agreed to and presented to the Chief of Police no later than five (5) business days after the employee was notified of the decision by the supervisor. Within five (5) business days after the grievance has been submitted, the Chief of Police shall meet with the grievant and the Union Representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Chief shall respond in writing to the grievant and the Union Representative within five (5) business days following the meeting.

Step 2

If the grievance is not settled at Step 1 the grievance may be referred in writing, within five (5) business days after the decision of the Chief of Police, to the Mayor or his

designee. Within ten (10) business days after the grievance has been filed with the Mayor, the Mayor shall meet with the Union and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Mayor shall respond in writing to the grievant and the Union within five (5) business days following the meeting.

Step 3

If the dispute is not settled at Step 2, the matter may be submitted by the Union to arbitration within ten (10) business days after the Mayor's written decision or the expiration of the five (5) day period if the Mayor fails to render a written decision. Within ten (10) business days after the matter has been submitted to arbitration, the Employer and the Union shall select an arbitrator. In the event the parties are unable to agree upon the arbitrator, they shall obtain a list of recognized arbitrators from an organization that is recognized as providing such lists, such as the Federal Mediation and Conciliation Service or the American Arbitration Association. Upon receipt of such list, each party shall strike a name from the list until there is one name remaining. The remaining individual shall be the arbitrator. The order of striking names shall be determined by a coin toss.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator.

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expenses of its witnesses.

Once a determination is made that the matter is arbitral or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the parties. Costs of arbitration shall include the arbitrator's fees, room cost and transcription costs. Nothing in this Article shall preclude the parties from agreeing to use the expedited arbitration procedures of the American Arbitration Association.

The decision and award of the arbitrator (unless otherwise mutually agreed), shall be made within forty-five (45) days following the hearing and shall be final and binding on the Employer, the Union and the employee(s) involved. The arbitrator shall have no power to amend, nullify, ignore, add to or subtract from the provisions of this Agreement.

Unless mutually agreed otherwise, all arbitration hearings shall be held in Herrin, Illinois.

ARTICLE 10
LABOR-MANAGEMENT CONFERENCES

Section 1: Meeting Rules:

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer.

Such meetings may be requested at least seven (7) days in advance of either party by placing in writing a request to the other for a "Labor – Management" conference and expressly providing the agenda for such meeting. Such notice may be waived by mutual consent of the parties. Such meetings and locations shall be limited to:

1. Discussion of the implementation and general administration of this Agreement.
2. A sharing of general information of interest to the parties.
3. Notifying the Union of changes in not-bargaining conditions of employment contemplated by the Employer which may affect employees.
4. Discussion of pending grievances on a non-binding basis to attempt to adjust such grievances and to discuss procedures for avoiding further grievances.
5. Items concerning safety issues.

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

To effectuate the purposes and intent of the parties, both parties agree to meet as necessary. Nothing herein is intended to limit the Chief's authority to call shift or department meetings.

Section 2: Exceptions to Grievance Procedure:

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

ARTICLE 11
LAY-OFF

Where there is an impending lay-off with respect to the dispatchers in the bargaining unit, the Employer shall inform the Union in writing no later than fifteen (15) days prior to such lay-off. The Employer will provide the Union with the names of the dispatchers to be laid off prior to the lay-off.

Probationary employees, temporary and part-time employees shall be laid off first, then dispatchers shall be laid off in accordance with their seniority. The dispatcher with the least amount of seniority shall be laid off first.

All dispatchers shall receive notice in writing of the lay-off at least fifteen (15) days in advance of the effective date of such lay-off.

No employee will be hired to perform or permitted to perform those duties normally performed by a dispatcher while any dispatcher is on lay-off status.

Any dispatcher who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled on the basis of seniority in the Police Department.

If a layoff occurs pursuant to this Article, dispatchers affected shall be given first option for any reduced hours normally allotted to part-time employees.

ARTICLE 12
SUBCONTRACTING

It is the general policy of the Employer to continue to utilize employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interests of economy, improved work product, or emergency. Work performed by a contractor shall not reduce hours or benefits of regular employees covered by this Agreement.

ARTICLE 13
EMPLOYEE SECURITY AND PERSONNEL FILES

Section 1: Just Cause Standard:

No dispatcher covered by this agreement shall be suspended, relieved from duty, disciplined in any manner, or separated without just cause. Probationary employees may be separated without just cause.

Section 2: Personnel Files:

The Employer shall keep a central personnel file within the bargaining unit for each employee. The Employer is free to keep working files, but material not maintained in

the central personnel file may not provide the basis for disciplinary or other action against an employee.

Section 3: Inspection:

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

1. Such inspection shall occur within a reasonable period following receipt of the request;
2. The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon payment for the cost of copying;
3. Such inspection shall occur during daytime working hours, Monday through Friday, upon reasonable request;
4. Upon written authorization by the requesting employee, in cases where such employee has a written grievance pending, and is inspecting his file with respect to such grievance, that employee may have a representative of the Union present during such inspection and/or may designate in such written authorization that said representative may inspect his personnel file subject to the procedures contained in this Article;
5. Pre-employment information, such as reference reports, credit checks or information provided to the Employer with a specific request that it remain confidential, shall not be made part of the personnel file.

Section 4: Notification and Reply:

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

Section 5: Limitation on Use of File Material:

Written warnings or other documentation shall not be used in any manner or forum adverse to the dispatcher's interests five (5) years after its issuance.

Section 6: Employee Additions to Personnel File:

An employee may submit with supervisory approval, documents to become a permanent part of the personnel file. Such documents shall include, but not be limited to, certificates of special training, letters of commendation, documentation of accomplishment, or other material that would be favorable to the dispatcher's interests.

ARTICLE 14 **HOURS AND OVERTIME**

Section 1: Workday and Workweek:

The normal workweek shall be defined as forty (40) hours in a seven consecutive day period.

The normal workday shall be defined as eight (8) consecutive hours in a twenty-four (24) hour period commencing with the start of their shift or ten (10) consecutive hours in a twenty-four (24) hour period (four consecutive 10-hour workdays in a workweek). The definition of the normal workday and workweek may be changed by mutual agreement between the Employer and the Union. All days off shall be consecutive.

All time worked in excess of the hours worked in the normal workday and the normal workweek shall be compensated as in Section 2 of this Article.

Section 2: Overtime Payment:

All overtime in excess of the hours required of an employee by reason of the employee's regular duty, whether of an emergency nature or of a non-emergency nature, shall receive one and one-half (1 ½) times their actual hourly rate of pay for work performed in excess of hours in a given work day. Hours worked in this Section and in Section 1 above include hours compensated for in furlough and holidays. Overtime rate shall be computed on the basis of completed fifteen (15) minute segments.

In the event an emergency is declared by the Employer, as many of the employees shall be continued on duty for such number of hours as may be necessary.

Shift changes are an exception to this general rule. Shift changes, where possible, will be scheduled to begin on the first day of a pay period.

Section 3: Court Time / Call Back:

Dispatchers shall be entitled to pay at the rate of one and one half (1^{1/2}) times the employee's normal hourly rate of pay, when requested to be available to testify, subject to a duly authorized subpoena, issued by a proper authority or on the order of the Chief of Police, for those periods of time when not working an actual assigned work shift with a minimum of two (2) hours call back. Employees called back for reasons other than court appearances shall be entitled to pay at the rate of one and one half (1½) times the employee's normal hourly rate of pay with a minimum of three (3) hours.

Section 4: Training:

For any training in excess of the regular workweek, the employee shall be paid time and one-half (1 ½) if the training is required by the Employer or mandated by the Chief of Police. For training which is not mandated, the employee will be compensated by either receiving straight compensatory time for the training's scheduled hours only, or one full shift off per every day of training.

Section 5: Compensatory Time:

Compensatory time may be paid in lieu of overtime payment if the employee in his discretion so elects. Compensatory time will be calculated at the same rate as overtime pay. Such comp time may be taken at any time of the year at the employee's discretion, subject to seven (7) days advance notice and the emergency needs of the Department.

Dispatchers will be permitted to accrue compensatory time with a cap of one hundred fifty (150) hours.

Section 6: Staffing:

Beginning on July 1, 2019, the Employer agrees to provide a minimum of two (2) dispatchers for each shift during a twenty-four (24) hour period beginning at 0700 am to 0700 am the following day. This two (2) dispatcher minimum will gradually be implemented as to allow for the hiring of dispatchers to fill the positions and will begin by July 1, 2019 through its completion by the 30th day of April, 2020 which will allow for training of the staff. The implementation will be fully in effect on May 1, 2020.

ARTICLE 15
INDEMNIFICATION

Section 1: Employer Responsibility:

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

Section 2: Legal Representation:

Dispatchers shall have legal representation by the Employer in any civil cause of action brought against a dispatcher resulting from or arising out of the performance of duties.

Section 3: Cooperation:

Dispatchers shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this article.

Section 4: Applicability:

The Employer will provide the protections set forth in Section 1 and Section 2 above, so long as the dispatcher is acting within the scope of his employment, and where the dispatcher cooperates, as defined in Section 3 of this Article with the Employer in defense of the action or actions or claims. Acts of willful and wanton misconduct or criminal activity are not covered by this Article.

ARTICLE 16
SENIORITY

Section 1: Definition of Seniority:

As used herein, the term "seniority" shall refer to and be defined as the total length of service or employment covered by this Agreement beginning with the date of full time employment as a dispatcher.

Employees promoted to non-bargaining unit positions within the police department shall accrue seniority while so acting, and shall retain such seniority without interruption if returned to a bargaining unit position.

Section 2: Promotion:

Seniority may be one factor considered in the promotion of dispatchers covered by this Agreement. All promotional examinations shall be job-related.

Section 3: Seniority List:

The Employer shall prepare a list setting forth the present seniority dates for all dispatchers covered by this agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting dispatchers covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure. A seniority list is included as Appendix A.

Section 4: Vacation and Compensatory Day Selection:

Time off requests of less than four consecutive work days shall be prioritized by seniority. Requests of four or more consecutive work days shall be handled as described below:

The submission of a request to utilize vacation and/or compensatory time in a block of four or more consecutive work days shall not be made more than 120 days before the first date in the uninterrupted series requested. The employee requesting time off shall, via department email, notify all employees senior to the requesting employee and the supervisor in charge of filling days off, of the date(s) requested. Such more senior employees shall have seven days from the timestamp on the email to request some or all of the same days off. During this seven days, requests shall be prioritized by seniority. If a more senior employee requests some or all of the same days, resulting in denial of part or all of a less senior employee's request, that more senior employee may *not* thereafter for any reason retract that request (except for a medical situation where sick time is used in lieu of all requested vacation). Seven days after the email notification, if no more senior employee requests the same days, the original request shall thereafter receive priority.

Any dispute within a job classification, as to the selection of a vacation or compensatory day submitted not more than 14 days, and not less than 7 days, before the date

requested, or the first date in an uninterrupted series requested, shall be resolved by seniority.

Consecutive work days shall for purposes of this section be understood to include days separated by an employee's weekend or by any other day normally an off day.

Section 5: Termination of Seniority:

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

1. quits; or
2. is discharged for just cause; or
3. is laid off pursuant to the provisions of the applicable agreement for a period of twenty-four (24) months; or
4. accepts gainful employment while on an approved leave of absence from the police department; or
5. is absent for three consecutive scheduled work days without proper notification, reason, or authorization.

Section 6: Seniority - Unpaid Leaves:

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

Section 7: Shift Assignments:

Dispatchers shall select their choice of shifts and days off on the basis of seniority. Such bidding shall be done upon request, such shift changes to take place on the first day of the first payroll period in January, April, July, and/or October. If a change in a dispatcher's shift assignment is required; such notice will be given to the individual dispatcher not less than fourteen (14) days before the proposed change, unless the change is of an emergency nature. Notices of such schedule changes shall give the reason for the change and the beginning and ending date of the schedule change. Such schedule changes will be subject to the grievance procedure.

Section 8: Voluntary Assignments / Extra Shifts:

Voluntary overtime assignments or extra shifts shall be offered to dispatchers on the basis of seniority and needs of the City through the use of a turn sheet. Full Time employees shall only be called for overtime or extra shifts after all eligible part time employees have been provided the opportunity to work the overtime assignment. When an overtime or extra shift occurs, the dispatcher shall be contacted via any current scheduling software procedure being utilized at that time. A forced overtime turn sheet will be established starting in the reverse order of seniority (i.e.: lowest seniority to highest seniority). The forced overtime turn sheet will reset every four (4) months to coincide with each contractual shift bid. Approved time off of a full time employee may

be filled by the process of a shift trade with another full time employee provided that trade does not result in additional overtime already created by the approved time off. These shift trades will be conducted in accordance to current contract language.

The Employer reserves the right to assign overtime when volunteers are not available, or if a special need of the Employer exists.

Section 9: Seniority Bonus

The City agrees to pay a onetime bonus in the sum of four thousand dollars (\$4,000.00) on the eighteenth (18th), nineteenth (19th) and twentieth (20th) year anniversary of each employee covered by this Agreement. Such payment shall be treated as a bonus and may be used at the employee's discretion.

ARTICLE 17
LABORERS' UNION REPRESENTATIVES

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

Section 1: Grievance Procedure:

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

Section 2: Union Steward:

The Business Manager of the Local Union shall appoint a Steward from the employees in the bargaining unit, who shall assist an employee in presenting a grievance. The Steward shall be the recognized representative of the Union during work hours and shall be subject to the same terms and conditions of employment as any other employee. However, the Steward shall be allowed reasonable time off to conduct Union grievance business.

There shall be no reduction of pay from a grievant and/or Steward when directly involved in meetings with management during working hours.

During any grievance hearing, an employee involved in the grievance, including witnesses, shall not lose any pay when required to be present during working hours. No employee, steward or otherwise, shall be entitled to pay while attending an arbitration proceeding, unless attendance is required during working hours and only by subpoena.

Section 3: Convention Delegates:

Any employee chosen as delegate to a State or National Conference will, upon written application approved by the Union and submitted to the Employer with at least fourteen (14) days' notice, be given a leave of absence without pay for the period of time required to attend such Conference. This period shall not exceed one (1) week. The

employee may utilize existing vacation or compensatory time in lieu of such unpaid leave, subject to scheduling requirements of the Police Department. Such requests shall not be unreasonably denied.

Section 4: Union Negotiating Team:

Members designated as being on the Union negotiating team who are scheduled to work on a day on which negotiations will occur, shall for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Union negotiating team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session.

ARTICLE 18
SAFETY ISSUES

No employee shall be required to use any equipment that has been designated by both the Union and the Employer as being defective because of a disabling condition unless the disabling condition has been corrected.

Shifts will normally consist of at least two (2) sworn officers and one (1) radio operator. Two (2) dispatchers will be assigned to work when extra patrolmen must be brought in to cover parades, homecomings, other special events, details, or citywide emergencies, at the discretion of the Chief of Police, Deputy Chief of Police, or any Patrol Sergeant

ARTICLE 19
BULLETIN BOARDS

The Employer shall provide the Union with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available for purposes of the Union.

ARTICLE 20
LEAVES OF ABSENCE

Section 1: Bereavement Leave / Death in Family:

The Employer agrees to provide to dispatchers leave without loss of pay as a result of death in the family, not to exceed one (1) day beyond the date of burial. This may be extended to one week by the Chief. In the event of a death outside the immediate family, the dispatcher will be granted sufficient time off without loss of pay to attend the funeral.

Section 2: Definition of Family:

A member of the immediate family shall be defined to be any dispatcher's mother, father, wife, husband, daughter, or son (including step or adopted), sister or brother

(including half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, spouse's grandparent, grandchild, or legal guardian, or the employee's partner established through Civil Union or significant other.

Section 3: Short Term Military Leave:

Any employee covered by the terms of this Agreement who is a member of a reserve force of the Armed Forces of the United States, or the State of Illinois, and who is ordered by the appropriate authorities to attend training programs or perform assigned duties shall be granted a leave of absence, without pay, for the period of the activity and shall suffer no loss of seniority rights. Employees who are called up for two weeks active duty training may take a leave of absence without pay or take the option of using their accrued vacation/compensatory time.

The City agrees to comply with all Federal and State laws in reference to Military Leave. Also, employees covered by this Collective Bargaining Agreement shall be entitled to use FMLA pursuant to Federal Statute.

Section 4: Educational Leave:

Employees covered by the terms of this Agreement may be granted, upon written request, an Educational Leave of Absence, without pay, not to exceed a period of one (1) year, after authorization from the Chief of Police.

Section 5: Maternity Leave:

A leave of absence shall be granted for maternity upon request. Such request must be presented in writing to the dispatcher's immediate supervisor, setting forth a date each leave is to begin, as soon as that date can be determined by the dispatcher and the dispatcher's physician. Upon receiving the physician's report, the Department shall transfer the dispatcher to a suitable position to eliminate possible injury to the fetus and dispatcher. Return to work shall be as soon as reasonable after delivery, as permitted by a signed release by the dispatcher's physician. Such leave may utilize accrued vacation / comp time and sick leave. For the purposes of absence or returning to duty, pregnancy shall be treated as any other illness or injury.

Section 6: Injury Leave:

A dispatcher who sustains injury or illness arising out of and in the course of his employment shall be covered by the provisions of current applicable laws.

Section 7: Sick Leave:

Employees will be granted sick leave as follows:

One eight hour or ten hour sick day shall be granted to all full-time dispatchers per month for non-work related illness or injury to the dispatcher or members of the dispatcher's immediate family, as determined by the work day in force at the time. New employees shall be granted sick leave after six months of employment. Employees absent more than (in the excess of) two (2) consecutive days shall present a doctor's slip to be entitled to pay for those days.

At the end of each dispatcher's employment anniversary, he shall have the right to sell back all or some of the unused sick leave accumulated during the previous year. Such right shall be exercised within two weeks of the anniversary. The amount to be paid shall be at the rate of one half (1/2) of the employee's current rate of pay.

Upon retirement, an employee may sell back all his accumulated and unused sick days to the Employer at the rate of one half (1/2) of the employee's rate of pay.

Sick leave is to be used for actual illness or injury, and abuse of said leave shall subject the employee to disciplinary action.

ARTICLE 21
WAGE RATES

Wage rates for the classifications covered by this Agreement shall receive a wage increase as follows and as they appear in Appendix "B":

2020: \$0.00 per hour	2021: \$0.00 per hour
2022: \$0.55 per hour	2023: \$0.65 per hour

Any Dispatcher assigned to perform duties as LEADS Agency Coordinator shall receive an annual differential of two thousand (\$2,000.00) dollars added to their base wage rates.

The Chief of Police may appoint as many as two (2) dispatch coordinator(s) who shall serve at the discretion of the Chief of Police. If only one (1) Coordinator is appointed, that person will receive a ten (10%) increase to their base rate of pay for the time they serve in this capacity. If two (2) Coordinators are appointed, they each will receive a seven and one half percent (7.5%) increase to their base rate of pay for the time they serve in this capacity.

ARTICLE 22
HOLIDAYS

Section 1: Recognized Days:

The following days shall be recognized and observed as paid holidays:

New Year's Day (Jan. 1)	Veteran's Day (Nov.11)
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve (December 24)
Independence Day (July 4)	Christmas Day (December 25)
Labor Day	New Year's Eve (December 31)

On Days where the Herrin City Hall Closes for reasons other than a holiday, or where any city hall employees are sent home or allowed to stay home, or otherwise not required to work on part or all of those days, and where those employees receive pay for the time off without having to utilize their benefit time, those members of this bargaining unit having to work shifts on those days shall receive a benefit. Those bargaining unit members shall receive extra straight time pay, in addition to their regular pay, equal to the most hours received off by any City Hall employee. The maximum to be paid to members of this bargaining unit in reference to these circumstances shall not exceed eight (8) hours in a 24 hour work day, and four (4) consecutive days per occurrence. The work day shall be defined as beginning at 7:00am, and ending at 6:59am.

Members of this bargaining unit shall receive holiday pay on the day observed by the City of Herrin, except for those with specific dates given (Independence Day, Veteran's Day, Christmas, Christmas Eve, New Year's Day, New Year's Eve), when holiday pay will be paid on the specific date.

In addition to the above holidays, employees shall receive three (3) personal days per year after completing six months of employment, and from year to year thereafter to coincide with the date of the commencement of this contract.

Section 2: Holiday Premium Pay:

As each of the above holidays occur, each employee shall receive one (1) normal work days compensation in addition to their base pay. Such compensation shall not be granted if the dispatcher is on unpaid leave of absence, suspension, or other unapproved leave on the day of the holiday. Employees on approved sick leave on the day of the holiday may be required to present verification of their illness, if there is evidence of abuse.

Holiday Premium Pay shall be granted to any employee who actually works on the day of a holiday.

If an employee works on the day of a holiday, he shall receive one and one half (1 ½) days compensation in addition to their base pay, for their normally scheduled hours. Any overtime worked on the day of a holiday shall be compensated at two times (2X) the normal hourly rate. Compensation for work on a holiday shall be calculated in accord with the workday in effect at the time (eight or ten hours). Holiday Premium Pay shall be paid for hours actually worked on the holiday. The Holiday will be defined as beginning at 0700 hours on the actual date of the holiday and concluding 23 hours and 59 minutes later at 0659 hours.

ARTICLE 23
CLOTHING MAINTENANCE ALLOWANCE

All full-time dispatchers covered by this Agreement shall receive a yearly clothing allowance of six hundred (\$600.00) dollars. The dispatcher will provide paid bills or purchase orders to the financial officer of the City for payment.

The Clothing Maintenance Allowance may be used for duty related expenses such as dry cleaning, physical fitness training, or other duty-related items of clothing or equipment. In lieu of a clothing allowance, probationary employees shall receive a full outfit of required clothing and equipment (excluding duty sidearm).

All newly hired employees shall be provided an initial issue of uniform that shall be comprised of the items listed in Appendix "E".

ARTICLE 24
VACATIONS

Section 1: Schedule of Vacation Time Earned:

Dispatchers shall accrue credit for vacations according to the following schedule:

One (1) year of service completed will receive eighty (80) hours (two weeks);

Five (5) years of service completed will receive one hundred twenty (120) hours (three weeks);

Five (5) or more years of service will receive one additional eight hour or ten hour vacation day, as determined by the workday in force at the time, per year of service past five years, not to exceed thirty (30) working days total

Dispatchers shall be permitted to take accrued vacation leave at any time of the year and in any increment of time from one (1) day to the entire accrued credit. Such vacation time may be taken at any time of the year at the employee's discretion, subject to seven (7) days advance notice and the emergency needs of the department.

Dispatchers will be allowed the option to sell back to the City a maximum of one (1) week vacation (40 Hours) per year at that dispatcher's current straight time rate of pay.

Section 2: Carry-Over of Vacation Credit:

Employees may carry accrued vacation credit from year to year, if vacation is cancelled through no fault of the dispatcher.

ARTICLE 25
INSURANCE

Section 1: Hospitalization:

The Employer will pay 100% of the Employee's insurance premium. The Employer agrees to deduct an amount from the Employee's paycheck to cover the monthly premium for the employee's dependent's insurance.

The Employer agrees that it will maintain uniformity among all contracts within the City, as it pertains to the City of Herrin's hospitalization plan, except where such a change would be less than what is in current agreement.

The Employer shall allow one member of the bargaining unit to be appointed to the Employer's insurance committee. The member of the bargaining unit shall be selected by the Union.

Section 1A: Insurance Pay:

If an Employee opts not to be covered by the insurance provided by the Employer, the employee shall be paid seventy-five (75%) of the single rate of insurance premium in their pay check. This amount is not pensionable and will be paid monthly. In the event the City of Herrin increases the seventy-five percent (75%) rate for any other bargaining unit, the increase will also apply to this Agreement.

Section 2: Life Insurance:

The Employer shall supply each dispatcher covered by the terms of this Agreement with \$10,000.00 of term life insurance.

ARTICLE 26
GENERAL PROVISIONS

Section 1: Union Business:

Authorized representatives of the National or State Union or Councils shall be permitted to visit the Department during working hours to talk with dispatchers of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement.

Section 2: Union Representation:

The Union or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any records of the employee pertaining to a specific grievance, at reasonable times with the employee's consent.

Section 3: Inoculations:

The Employer agrees to pay all expenses for inoculation or immunization shots for a dispatcher and for members of a dispatcher's family when such becomes necessary as a result of said employee's exposure to contagious diseases where said dispatcher has been exposed to said disease in the line of duty.

Section 4: Funerals:

The Employer agrees to help defray all funeral and burial expenses of any dispatcher of the Police Department killed in the line of duty.

Section 5: Residency:

Employees covered by this Agreement shall maintain their residence within ten (10) miles of the intersection of Walnut and Park Avenue, and within the boundaries of Williamson County.

Section 6: Section 457 Plan:

The Employer agrees to contribute one hundred (\$100.00) dollars per month toward the mutually agreed upon 457 Plan. In the event the Employer increases the amount they contribute to the 457 plan for any other bargaining unit, the increase will also apply to the members covered by this Agreement.

Section 7: Legal Defense:

The City agrees to that any bargaining unit members enrolling in a legal defense plan for criminal or civil coverage may deduct the cost for such plan from their clothing maintenance allowance.

ARTICLE 27
SHIFT DIFFERENTIAL

A dispatcher working a shift other than the day shift shall receive additional compensation of twenty-five (25¢) cents per hour in addition to base pay for evening (pre-midnight) shift, and forty-five (45¢) cents per hour in addition to base pay for night (midnight) shift.

ARTICLE 28
DRUG AND ALCOHOL TESTING

Section 1: General Policy Regarding Drugs and Alcohol:

Statement

The use of illegal drugs and the abuse of legal drugs and alcohol by members of various departments of the City of Herrin, Illinois, hereinafter referred to as "Departments", present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries, and reduce productivity. In addition, such conduct violates the reasonable expectations of the public that the employees who serve and protect them obey the law, be fit, and free from the adverse effects of drug and alcohol abuse.

In the interests of employing persons who are fully fit and capable of performing their jobs, and for the safety and well-being of the employees and residents, the City of Herrin, hereinafter referred to as the "Employer", does hereby establish a program that

will allow the Employer to take the necessary steps, including drug and/or alcohol testing, to implement the general policy regarding drugs and alcohol as to those employees of the Employer not already covered by a similar drug and alcohol testing program.

Section 2: Definitions:

1. "Drugs" shall mean any controlled substance listed in the Illinois Compiled Statutes on Controlled Substances, for which the person tested does not submit a valid predated prescription. Thus the term "drugs" includes both abused prescription medications and illegal drugs. In addition, it includes "designer drugs" which may not be listed in the Controlled Substances Act but which have effects on perception, judgment, memory or coordination.

A listing of drugs covered by this policy include, but shall not be limited to:

Opium	Methaqualone	Psilocybin-Psilocin
Morphine	Tranquilizers	MDA
Codeine	Cocaine	PCP
Heroin	Amphetamines	Chloral Hydrate
Meperidine	Phenmetrazine	Methylphenidate
Marijuana	LSD	Hash
Barbiturates	Mescaline	Hash Oil
Glutethimide	Methamphetamine	Steroids

2. "Impairment" due to drugs shall mean a condition in which the employee is unable to properly perform his/her duties due to the effects of a drug in his or her body. Where impairment exists (or is presumed), incapacity for duty shall be presumed.
3. "Positive Test Results" shall mean a positive result on both a confirming test and initial screening test. If the initial test is positive, but the confirming test is negative, the test results will be deemed negative and no action will be taken.
4. The term "Drug Abuse" includes the use of any controlled substance which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug which results in impairment while on duty.
5. "Union" shall be defined as any group organized for the purposes of collective bargaining and recognized by the Illinois State Labor Relations Board and the Employer as the representative of the bargaining unit.

Section 3: Prohibitions:

Employees shall be prohibited from:

1. consuming or possessing alcohol or illegal drugs at any time during the work day on any City premises or job sites, including all the Employer's buildings, properties, vehicles and the employee's personal vehicle while engaged in business of the Employer, except as required in the line of duty;
2. using, selling, purchasing or delivering any illegal drug during the work day or when off duty, except as required in the line of duty;
3. being under the influence of alcohol during the course of the work day;
4. failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Violations of these prohibitions will result in disciplinary action up to and including discharge.

Section 4: The Administration of Tests:

1. **Informing Employees Regarding Drug Testing.**
All employees are fully informed, by virtue of having a copy of City Ordinance of the Employer's drug testing policy before testing is administered. Employees will be provided with information concerning the impact of the use of drugs on job performance if the same is available. In addition, the Employer will inform the employees of how tests are conducted, what the test can determine, and the consequences of testing positive for drug use. All newly hired employees will be provided with this information on their initial date of hire.
2. **Pre-Employment Screening.**
All new employee applicants will be required to submit blood and urine specimens to be screened for the presence of drugs and/or alcohol prior to employment. No applicant with a confirmed positive result shall be eligible for hire. Any applicant refusing to submit to such required testing shall not be considered for employment.
3. **When a Test May Be Compelled.**
There shall be no across-the-board or random drug testing of employees. Where there is reasonable suspicion to suspect that an employee is under the influence of drugs and is impaired while on duty, that employee may be required to report for drug testing. When a supervisor has reasonable suspicion to suspect that an employee is impaired, that supervisor shall notify the employee, and if the employee is represented by a Union then it too shall receive notice. The Department shall arrange for the drug test per City Ordinance. The employee being ordered to submit to the test shall have the right to consult with a representative before submitting to

the test. Refusal of an employee to comply with the order for a drug/alcohol screening will be considered as a refusal of a direct order and will be cause for discharge.

4. Reasonable Suspicion Standard.

Reasonable suspicion exists if specified objective facts and circumstances warrant rational inferences that a person is using and/or is physically impaired due to being under the influence of alcohol or controlled substances. Reasonable suspicion will be based upon the following:

1. Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment resulting from the using or being under the influence of alcohol or controlled substances; or,
2. Information provided by an identifiable, reliable and credible source(s) or which is independently corroborated.

It is understood that a drug test may be required under the following conditions:

1. When an employee has been arrested or indicted for conduct involving illegal drug activity on or off duty; or,
2. When an employee is involved in an on-the-job injury causing reasonable suspicion of illegal drug use or alcohol abuse; or,
3. When an employee is involved in an accident where there is reasonable suspicion of illegal drug use or alcohol abuse.

5. Order to Submit to Testing.

At the time an employee is ordered to submit to testing, the Employer shall provide the employee with a written notice of the order, setting forth the basis of the order to test under sub-section 4. The employee shall be permitted to consult with a representative at the time the order is given but in no event shall this time exceed 6 hours. A refusal to submit to such testing will subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he/she may have. When testing is ordered, the employee will be removed from duty and placed on leave with pay pending the receipts of results. This shall be considered to be sick leave if the test results are positive.

Section 5: Conduct of Tests:

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

1. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act;

2. Use tamper-proof containers, have a chain-of-custody procedure, maintain confidentiality and preserve specimens for a minimum of two (2) months. All testing shall be by chemical analysis of a urine sample by gas chromatography/mass spectrometry (GC/MS). The specimen must be immediately sealed, labeled and initialed by the employee to insure that the specimen tested by the laboratory is that of the employee;
3. Collect sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;
4. Collect samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Per City Ordinance, employees shall be witnessed while submitting a sample;
5. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense;
6. Require that with regard to alcohol testing, test results showing an alcohol concentration of .08 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive;
7. Provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results;
8. Ensure that no employee is subject to any adverse employment action except emergency temporary reassignment with pay during the pendency of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result, and all records of the testing procedure will be expunged from the employee's personnel files;
9. Require that the laboratory or hospital facility report to the City that a blood or urine sample is positive.

Section 6: Right to Contest:

The employee, but not applicant, shall have the right to file a grievance concerning any testing permitted by this Ordinance. Any employee who is a member of any bargaining unit recognized by the Employer may be assisted by representatives of their respective Union.

Section 7: Voluntary Requests for Assistance:

The Employer shall take no adverse, employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Employer may require reassignment of the employee with pay if he is then unfit for duty in his current assignment.

Employees shall be allowed to use accumulated sick and/or paid leave and/or be placed on unpaid leave pending treatment. Unpaid leave not exceeding ninety (90) calendar days will not be considered a break in service.

Section 8: Discipline:

All discipline in situations involving a positive test shall be administered as specified here:

1. First Positive.

In the first instance that an employee tests positive on the confirmatory test for drugs or is found to be under the influence of alcohol, the employee may be subject to suspension or dismissal.

The sole limit on dismissal is conditioned upon the employee agreeing to:

1. Undergo appropriate treatment as determined by the physician(s) or substance abuse counselor involved;
2. Discontinue use of illegal drugs or abuse of alcohol;
3. Complete the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
4. Submit to random testing during working hours during the period of "after-care" treatment.

Employees, who do not agree to the foregoing, shall be subject to dismissal. The Employer may use the positive test as evidence of impairment. Such evidence shall not be deemed to be conclusive, nor shall it preclude the introduction of other evidence on the issue of impairment.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined (i.e. determination by an independent physician and/or appropriately certified medical and/or psychological professional) that the employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pending treatment.

Employees who are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the employee's ability to perform his normal duties may be temporarily reassigned with pay to other more suitable duties provided such is available and solely at the option of the Employer.

2. Second Positive.

Employees who test positive for the presence of drugs or alcohol during their hours of work will be subject to discharge, pursuant to the grievance and arbitration procedure.

Section 9: Duty Assignment:

If the nature of any treatment program (e.g. out-patient treatment) allows the employee to continue to work during the treatment, the Employer shall maintain the individual's previous employment status provided the Employer determines such to be in the best interest of the Employer. If an employee participates in an in-patient program which precludes continued employment, the employee may be granted a leave to do so in the Employer's discretion. At the end of the leave, the employee may be returned to his former position at the Employer's option. An employee may use accumulated sickness or disability benefits during the period of his treatment leave all provided the Employer authorizes same.

Section 10: Confidentiality of Test Results:

The results of drug and alcohol test will be disclosed to the person tested, the Department's chief and the Mayor and such other officials as may be mutually agreed to by the parties. Such designations will be made on a need-to-know basis. Test results will not be disclosed externally except where the person tested consents. Any employee, whose drug/alcohol screen is confirmed positive, shall have the opportunity at the appropriate stage of the disciplinary process to refute said results.

Section 11: Alcohol Test Standards:

The following table shall be used to determine what concentrations of blood alcohol constitute a test result, in that the employee will be presumed to have been impaired.

Elapsed Time Since Employee Has Begun His Workday to Time The Employee Gives The Blood Sample	Considered Unimpaired	No Presumption	Presumed to Have Been Impaired
0 - 1 hour	.02 or less	>.02 but < .07	.07 or more
1 - 2 hours	.01 or less	>.01 but < .06	.06 or more
2 - 3 hours	.00 or less	>.00 but < .05	.05 or more
3 - 4 hours	.00 or less	>.00 but < .04	.04 or more
4 - 5 hours	.00 or less	>.00 but < .03	.03 or more
5 - 6 hours	.00 or less	>.00 but < .02	.02 or more
6 - 7 hours	.00 or less	>.00 but < .02	.02 or more
7 - 8 hours	.00 or less	>.00 but < .02	.02 or more
8 - 9 hours	.00 or less	>.00 but < .02	.02 or more

Percent by weight of alcohol in the blood shall be based upon grams of alcohol per 100 cubic centimeters of blood.

ARTICLE 29
SAVINGS CLAUSE

If any provisions of this agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid, or unenforceable.

ARTICLE 30
DISCIPLINE AND DISCHARGE

Section 1: Discipline and Discharge:

The parties recognize the principals of progressive and corrective discipline. Disciplinary action measures shall include only the following:

1. Oral Reprimand;
2. Written Reprimand;
3. Demotion;
4. Suspension (Notice given in writing); and
5. Discharge

Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action or measure imposed upon an employee may be appealed through the dispute resolution and grievance procedure (Article 9) of this Agreement. If the Employer has reason to reprimand an employee, it shall be done in private and in a manner that will not embarrass the employee before other employees or the public.

Section 2: Limitation:

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

Section 3: Pre-disciplinary Meeting:

For discipline other than oral and written reprimands, prior to notifying the employee of the contemplated discipline to be imposed, the Employer shall notify the Union of the meeting and then shall meet with the employee involved and inform the employee of the

reason for such contemplated discipline, including any names of witnesses and copies of pertinent documents.

The employee shall be informed of his contract rights to Union representation and shall be entitled to such, if so requested by the employee, and the employee and Union Representative shall be given the opportunity to rebut or clarify the reasons for such discipline and further provided that a Union Representative shall be available within twenty-four (24) hours of notification. If the employee does not request Union representation, a Union Representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

Section 4: Investigatory Interviews:

Where the Employer desires to conduct an investigatory interview of an employee where the results of the interview might result in discipline, the Employer agrees to first inform the employee that the employee has the right to Union representation at such interview.

If the employee desires such Union representation, no interview shall take place without the presence of a Union representative. The role of the Union Representative is limited to assisting the employee, clarifying the facts and suggesting other employees who may have knowledge of the facts.

Section 5: Probationary Employees:

Employees shall serve a twelve (12) month probationary period following their date of hire.

The Employer may terminate a probationary employee without cause and that employee shall have no recourse to the grievance procedure of this Agreement.

ARTICLE 31
COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 32
DURATION

Section 1: Term of Agreement:

This Agreement shall be effective from July 1, 2019, and shall remain in full force and effect until April 30, 2024. It shall continue in effect from year to year thereafter unless

notice of termination is given in writing by certified mail by either party no earlier than one hundred twenty (120) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of the notice shall be the written date of receipt. In the event where the E-911 Grant is eliminated, the parties agree to meet to negotiate the impact of such action.

Section 2: Continuing Effect:

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

Section 3: Reopener:

The parties agree that if either side decides to reopen negotiations, that party may so notify the other at least ninety (90) and no more than one hundred twenty (120) days prior to April 30th, 2024 . In the event such notice to negotiate is given, then parties shall attempt to meet not later than ten (10) days after the date of receipt of such notice, or at such reasonable times as are agreeable to both parties for the purpose of negotiation.


All notices provided for in this Agreement shall be served on the other party by certified mail, return receipt requested. Any impasses at negotiations shall be resolved by the procedures of the Illinois Labor Relations Act.

SIGNATURES

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on this

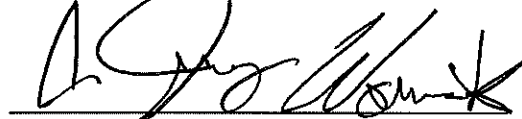
25 day of June, 2019.

**FOR THE EMPLOYER:
City of Herrin, Illinois**



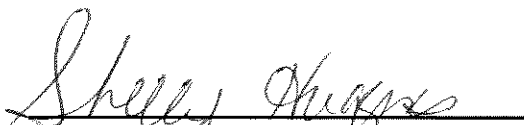
Mayor, Steve Frattini

**FOR THE UNION:
Laborers' Local 773**



Jerry Womick, Business Manager

**THE SOUTHERN AND CENTRAL
ILLINOIS LABORERS DISTRICT
COUNCIL**



Shelly Huggins, City Clerk



Clint B. Taylor, Business Manager

APPENDIX "A"
SENIORITY LIST

<u>DISPATCHER</u>	<u>DATE OF EMPLOYMENT</u>	<u>TRANSFER DATE</u>
Jones, Mary	08-01-1992	05-01-1998
Milani, Shawn	09-27-1993	
Hatley, Lindell	03-13-2000	
Morris, Diana	01-30-2002	
Compton, Adam	03-26-2003	
Ventura, Shawna	02-23-2004	
Houseworth, Greg	11-28-2011	

(Dispatcher/Records Clerk Jones hired as full-time employee 08-01-92 and transferred to bargaining unit 05-01-98. Salary level assigned from transfer date, other benefits (i.e. vacation, sick leave) calculated from date of employment.)

APPENDIX "B-1"

Wage Rates/Longevity - Dispatch Bargaining Unit

DISPATCHER TIER 1 PAY MATRIX 2019 - 2024

Wage Increase	May 1, 2019 \$0.45 CURRENT	May 1, 2020 \$0.00	May 1, 2021 \$0.00	May 1, 2022 \$0.55	May 1, 2023 \$0.65
Months 0-6	\$20.97	\$21.97	\$21.97	\$22.52	\$23.17
Months 6-12	\$22.14	\$23.14	\$23.14	\$23.69	\$24.34
Year 1	\$23.30	\$24.30	\$24.30	\$24.85	\$25.50
Year 2	\$23.80	\$24.80	\$24.80	\$25.35	\$26.00
Year 3	\$24.30	\$25.30	\$25.30	\$25.85	\$26.50
Year 4	\$24.80	\$25.80	\$25.80	\$26.35	\$27.00
Year 5	\$25.05	\$26.05	\$26.05	\$26.60	\$27.25
Year 6	\$25.30	\$26.30	\$26.30	\$26.85	\$27.50
Year 7	\$25.55	\$26.55	\$26.55	\$27.10	\$27.75
Year 8	\$25.80	\$26.80	\$26.80	\$27.35	\$28.00
Year 9	\$26.05	\$27.05	\$27.05	\$27.60	\$28.25
Year 10	\$26.30	\$27.30	\$27.30	\$27.85	\$28.50
Year 11	\$26.55	\$27.55	\$27.55	\$28.10	\$28.75
Year 12	\$26.80	\$27.80	\$27.80	\$28.35	\$29.00
Year 13	\$27.05	\$28.05	\$28.05	\$28.60	\$29.25
Year 14	\$27.30	\$28.30	\$28.30	\$28.85	\$29.50
Year 15	\$27.55	\$28.55	\$28.55	\$29.10	\$29.75
Year 16	\$27.80	\$28.80	\$28.80	\$29.35	\$30.00
Year 17	\$28.05	\$29.05	\$29.05	\$29.60	\$30.25
Year 18	\$28.30	\$29.30	\$29.30	\$29.85	\$30.50
Year 19	\$28.55	\$29.55	\$29.55	\$30.10	\$30.75
Year 20	\$28.80	\$29.80	\$29.80	\$30.35	\$31.00
Year 21	\$29.05	\$30.05	\$30.05	\$30.60	\$31.25
Year 22	\$29.30	\$30.30	\$30.30	\$30.85	\$31.50
Year 23	\$29.55	\$30.55	\$30.55	\$31.10	\$31.75
Year 24	\$29.80	\$30.80	\$30.80	\$31.35	\$32.00
Year 25	\$30.05	\$31.05	\$31.05	\$31.60	\$32.25
Year 26	\$30.30	\$31.30	\$31.30	\$31.85	\$32.50
Year 27	\$30.55	\$31.55	\$31.55	\$32.10	\$32.75
Year 28	\$30.80	\$31.80	\$31.80	\$32.35	\$33.00
Year 29	\$31.05	\$32.05	\$32.05	\$32.60	\$33.25
Year 30	\$31.30	\$32.30	\$32.30	\$32.85	\$33.50

Based upon 2080 hours worked in a year (40 hours per week X 52 weeks) and reflects a \$1.00 per hour E-911 Stipend for only the Tier 1 Employees.

Longevity: 0-6 Months=90% of Base Rate, 6-12 Months=95% of Base Rate, 1-4 years=\$0.50 per hr. per year, 4 years onward=\$0.25 per hr. per year.

APPENDIX "B-2"

Wage Rates/Longevity - Dispatch Bargaining Unit

DISPATCHER TIER 2 PAY MATRIX 2019 - 2024

Wage Increase	May 1, 2019 \$0.45 CURRENT	May 1, 2020 \$0.00	May 1, 2021 \$0.00	May 1, 2022 \$0.55	May 1, 2023 \$0.65
Months 0-6	\$16.99	\$16.99	\$16.99	\$17.54	\$18.19
Months 6-12	\$17.94	\$17.94	\$17.94	\$18.49	\$19.14
		\$0.00			
Year 1	\$18.88	\$18.88	\$18.88	\$19.43	\$20.08
Year 2	\$19.38	\$19.38	\$19.38	\$19.93	\$20.58
Year 3	\$19.88	\$19.88	\$19.88	\$20.43	\$21.08
Year 4	\$20.38	\$20.38	\$20.38	\$20.93	\$21.58
Year 5	\$20.63	\$20.63	\$20.63	\$21.18	\$21.83
Year 6	\$20.88	\$20.88	\$20.88	\$21.43	\$22.08
Year 7	\$21.13	\$21.13	\$21.13	\$21.68	\$22.33
Year 8	\$21.38	\$21.38	\$21.38	\$21.93	\$22.58
Year 9	\$21.63	\$21.63	\$21.63	\$22.18	\$22.83
Year 10	\$21.88	\$21.88	\$21.88	\$22.43	\$23.08
Year 11	\$22.13	\$22.13	\$22.13	\$22.68	\$23.33
Year 12	\$22.38	\$22.38	\$22.38	\$22.93	\$23.58
Year 13	\$22.63	\$22.63	\$22.63	\$23.18	\$23.83
Year 14	\$22.88	\$22.88	\$22.88	\$23.43	\$24.08
Year 15	\$23.13	\$23.13	\$23.13	\$23.68	\$24.33
Year 16	\$23.38	\$23.38	\$23.38	\$23.93	\$24.58
Year 17	\$23.63	\$23.63	\$23.63	\$24.18	\$24.83
Year 18	\$23.88	\$23.88	\$23.88	\$24.43	\$25.08
Year 19	\$24.13	\$24.13	\$24.13	\$24.68	\$25.33
Year 20	\$24.38	\$24.38	\$24.38	\$24.93	\$25.58
Year 21	\$24.63	\$24.63	\$24.63	\$25.18	\$25.83
Year 22	\$24.88	\$24.88	\$24.88	\$25.43	\$26.08
Year 23	\$25.13	\$25.13	\$25.13	\$25.68	\$26.33
Year 24	\$25.38	\$25.38	\$25.38	\$25.93	\$26.58
Year 25	\$25.63	\$25.63	\$25.63	\$26.18	\$26.83
Year 26	\$25.88	\$25.88	\$25.88	\$26.43	\$27.08
Year 27	\$26.13	\$26.13	\$26.13	\$26.68	\$27.33
Year 28	\$26.38	\$26.38	\$26.38	\$26.93	\$27.58
Year 29	\$26.63	\$26.63	\$26.63	\$27.18	\$27.83
Year 30	\$26.88	\$26.88	\$26.88	\$27.43	\$28.08

Based upon 2080 hours worked in a year (40 hours per week X 52 weeks) .

Longevity: 0-6 Months=90% of Base Rate, 6-12 Months=95% of Base Rate, 1-4 years=\$0.50 per hr. per year, 4 years onward=\$0.25 per hr. per year.

APPENDIX "C"
EDUCATIONAL TRAINING INCENTIVE

The purpose of the training incentive is to award employees who have made higher education and advanced training achievements. It is also a vehicle to encourage employees to continue in-service or on-the-job training. For these reasons, the City proposes the following education and training achievements per employee.

FORMAL EDUCATION (Only the Highest Obtained)

Associate Degree
Bachelor's Degree
Master's Degree
Doctorate

TRAINING ACHIEVEMENTS

DARE/School Resource Officer	Evidence Custodian
EMT	Field Training Officer
Valid CPR Card	Valid CPR Card/Defibrillator Certification
Reid Interrogation School – Basic	Reid Interrogation School – Advanced
Communications Training Officer	BA Operator
Juvenile Officer	Crime Scene Technician
Firearms Instructor	Master Firearms Instructor
Certified Emergency Medical Dispatcher	Power Phone Law Enforcement
Power Phone Fire Service	Power Phone Medical
L.E.A.D.S. Certification	I.L.E.T.S.
1 st Responder Certification	911 Telecommunicator Certification
Physical Fitness Examination (Annual)	

Employees will receive an Educational Training Stipend Pay Increase by obtaining, or maintaining, (4) four certificates. The Stipend is added to the employee's base pay. These Educational and Training Certificates will include, but are not limited to, those listed in this appendix. Certificates not listed in this appendix must first be approved by the Chief of Police. The stipend per month is \$400.00 or \$4,800.00 annually.

This stipend is meant to encourage in-service training and will emphasize the areas the Chief of Police or City view as high liability areas. Employees may attend classes on their own and receive the above stipend if prior approval is acquired in writing prior to the class.

The annual stipend runs from May 1 to April 30 of a given year, and The Chief of Police may require certified copies of diplomas, transcripts, training certificates, curriculums or any other document to verify the qualification of the employee.

APPENDIX "D"
Wage Rates / Longevity

In addition to the longevity amounts set forth in this Agreement, employees shall be paid the following longevity amounts which shall be considered part of the pensionable salary attached to their rank for all purposes.

Employees with more than twenty (20) but less than twenty-five (25) years of service:

Twenty percent (20%) of Base Pay

Employees with twenty-five (25) or more years of service:

Twenty-five percent (25%) of Base Pay

Eligible employees shall receive such longevity pay amounts for the first full pay period beginning after May 1st and November 1st of each year. At the conclusion of each of those two pay periods, employee's longevity pay shall be as set forth in Appendix "A" until the occurrence of the first full pay period beginning after May 1st and November 1st of the next successive year and so on thereafter when such longevity shall again be paid to eligible employees.

APPENDIX "E"
ISSUE UNIFORM ITEMS

Two (2) Long Sleeve Uniform Shirts
Two (2) Short Sleeve Uniform Shirts
Three (3) Pair Uniform Pants
One (1) Uniform Belt
One (1) Pair of Uniform Shoes or Boots
One (1) Uniform Jacket (Summer, Winter, or Rain) Employee Choice.

APPENDIX "F"
RETIREMENT CLARIFICATION

Every employee with the City of Herrin must file a letter of intent to retire by January 1, of the previous fiscal year in which they intend to retire.

Example: If an employee is going to retire between May 1, 2019 and April 30, 2020, their letter of intent to retire must be filed by January 1, 2019.

In cases of emergency, the City Council shall consider a later date of notification.

APPENDIX "G"
DUES CHECK-OFF AUTHORIZATION FORM

LABORERS' LOCAL 773
5102 Laborers' Way
Marion, IL 62959

AFFILIATED WITH
THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

The City of Herrin, Illinois
Police Department Dispatch / Records Clerk

I, _____, (print name), do hereby assign to Laborers' Local Union No. 773, Laborers' International Union of North America, such amounts from my wages as shall be required to pay an amount equivalent to the initiation fees, readmission fees, membership dues, and assessments of the Local Union as may be established for its members from time to time. My Employer, including my present Employer and any future Employer, is hereby authorized to deduct amounts from my wages and pay the same to the Local Union and/or its authorized representative, in accordance with the Collective Bargaining Agreement in existence between the Union and my Employer.

This authorization shall become operative upon the effective date of each Collective Bargaining Agreement entered into between my Employer and the Union.

This authorization shall be irrevocable for a period of one year, or until termination of the Collective Bargaining Agreement in existence between my Employer and the Union, whichever occurs sooner; and I agree and direct that this authorization shall be automatically renewed and shall be irrevocable for successive periods of one year each, or for the period of any subsequent agreement between my Employer and the Union, whichever is shorter, unless written notice is given by me to my Employer and the Local Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable Collective Bargaining Agreement between my Employer and the Union, whichever occurs sooner. Furthermore, this check-off authorization shall continue in accordance with the above renewal and revocation provisions irrespective of my membership in the Union.

Union Dues and fees are not tax deductible as charitable contributions for federal income tax purposes. Local dues may qualify as business expenses, however, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

This assignment has been executed this _____ day of _____, 20_____.

Phone	Employee Signature	
Date of Birth	Social Security Number	
Street Address		
City	State	Zip Code
Initiation Fee	Date Employed	Dues