

ILLINOIS FOP LABOR COUNCIL

and

CITY OF CHAMPAIGN

Patrol and Sergeant

July 1, 2007 – June 30, 2010

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**LABOR AGREEMENT BETWEEN THE CITY OF CHAMPAIGN
AND
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL**

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ARTICLE 1

PREAMBLE

1.1 PARTIES

THIS AGREEMENT made and entered into by and between the City of Champaign, Illinois, hereinafter referred to as CITY, and the Illinois Fraternal Order of Police Labor Council, hereinafter referred to as the UNION. The UNION is the recognized bargaining agent for all commissioned officers of the Champaign Police Department in the rank of Police Officer and Police Sergeant.

1.2 INTENT OF THE AGREEMENT

The CITY and the UNION regard all personnel as public employees who are to be governed by high ideals of honor and integrity in all public and personal conduct so as to merit the trust and confidence of their fellow employees and the general public. It is the intent and purpose of the parties to set forth herein their entire Agreement covering rates of pay, benefits, hours of work and other conditions of employment; to assure the efficiency and effectiveness of the Police Department; and to provide for prompt and fair settlement of grievances. Both the CITY and the UNION understand and agree that the officers covered by this Agreement shall be subject to and governed by the personnel policies and procedures set forth in this Agreement. The CITY and the UNION further understand and agree that should such personnel policies and procedures ever be in conflict with any other personnel policies and procedures of the CITY, then the personnel policies and procedures as agreed upon by the parties and set forth in this Agreement shall take precedence.

1.3 PLEDGE AGAINST DISCRIMINATION AND COERCION

In accordance with the CITY's Human Rights Ordinance and all other applicable Federal and State laws which set forth prohibited discriminatory activities and practices, the provisions of this Agreement shall be applied equally to all officers in the bargaining unit without prejudice or discrimination as to their race, color, creed, class, national origin, religion, sex, age, marital status, physical or mental handicap, personal appearance, sexual preference, family responsibilities, matriculation, political affiliation, prior arrest or conviction record, or source of income; unless a bona fide occupational qualification exists, or such factor as outlined above is otherwise legally and expressly authorized to be considered. The UNION shall share equally with the CITY the responsibility for applying this provision of the Agreement.

Both the CITY and the UNION agree not to interfere with the rights of officers to become or refrain from becoming members of the UNION, and there shall be no discrimination, interference, restraint, or coercion by the CITY or the UNION against any officers because of their membership or non-membership in the UNION.

The UNION recognizes its responsibility as bargaining agent and agrees to represent all officers in the bargaining unit without discrimination, interference, restraint or coercion.

ARTICLE 2

RECOGNITION AND BARGAINING UNIT

2.1 **BARGAINING UNIT POSITION CLASSIFICATIONS**

A. RECOGNITION OF UNION

The CITY recognizes the UNION as the sole and exclusive representative and bargaining unit for regular commissioned full-time officers in the Police Department in the sworn and commissioned position classifications (ranks) set forth in paragraph "B" below.

B. LIST OF POSITION CLASSIFICATIONS

The sworn and commissioned position classifications (ranks) which are included in this bargaining unit and covered by this Agreement are as follows:

1. Police Officer
2. Police Sergeant

C. ORDER OF COMMAND AND AUTHORITY

The order of command for officers in bargaining unit position classifications (ranks) shall be in the ascending order as those position classifications (ranks) are set forth in paragraph "B" above. In the case of officers in the Police Department holding the same position classification (rank), the Police Chief is empowered to designate their respective order of authority. All officers shall perform their duties subject to the direction of their Commanding Officer.

2.2 **SPECIAL OFFICER STATUS AND ASSIGNMENTS**

With respect to the Police Officer and Police Sergeant position classifications (ranks) referenced in Section 2.1 above, and particularly as relates to officers who are considered as being on special status or assignment while appointed to those position classifications (ranks), the following shall apply:

A. PROBATIONARY OFFICER STATUS

Both newly appointed Police Officers who are completing their original appointment probationary period, as well as newly promoted Police Sergeants who are completing their promotional probationary period, are considered as being on probationary (vs. permanent) officer status in those position classifications (ranks).

For the purpose of this Agreement, an officer's probationary status in a position classification (rank) shall not be considered as a different position classification (rank) than the one to which the officer has been appointed and for which he/she is completing the required probationary period. As referenced in Article 7 (Hourly Salaries), however, Police Officers who are completing an original appointment

probationary period shall be compensated at a lower rate of pay than Police Officers who have attained permanent officer status.

In this same regard, when an officer resigns, retires, or is otherwise permanently separated from the service of the CITY while completing one of the probationary periods referenced in Section 28.2 (Types of Probationary Periods), the officer should be considered at the time of such separation to be serving in the position classification (rank) for which he or she is completing the probationary period.

B. SENIOR OFFICER STATUS

Police Officers who have completed five (5) years of continuous service as a commissioned Police Officer in the Champaign Police Department shall be considered as having attained "senior" status.

For the purpose of this Agreement, an officer's senior status in the Police Officer position classification shall not be considered as a different position classification (rank) than the Police Officer position classification to which he or she has been appointed. As referenced in Article 7 (Hourly Salaries), however, Police Officers who have attained senior status shall be compensated at a higher rate of pay than Police Officers who have not yet attained such status.

C. SPECIAL DUTY ASSIGNMENTS

"Special duty assignments" represent specially created positions which are filled on a full-time basis by Police Officers and Police Sergeants, and which have duties that differ significantly from regular police patrol related duties. Officers who are assigned to such special duty assignments (versus regular patrol duty assignments) shall be considered as being on "assigned" status. For the purpose of this Agreement, an officer who is selected for and assigned to a special duty assignment shall not be considered as having been appointed to a different position classification (rank). In this regard, officers on such assigned status shall be considered as being on assignment from their current position classification (rank). As referenced in Article 7 (Hourly Salaries), however, officers who are assigned to certain special duty assignments will receive additional compensation.

The number of assigned positions in the Police Department shall be determined by the City. The selection and reassignment of officers and sergeants from the regular patrol duty assignments for these special duty assignments, shall be determined by the Police Chief, subject to the provisions set forth in Article 24 (Position Vacancies and New Internal Sub-Units). Reassignment of officers within the Field Operations Support and Professional Standards Division shall be determined at the sole discretion of the Police Chief without respect to Article 24, i.e. no posting required.

Officers and sergeants may be reassigned to regular patrol duty from a special duty assignment:

- (1) for performance deficiencies or other factors adversely impacting the officer's ability to perform the special duty assignment; or

- (2) as a result of a reduction of number of special duty assignment positions, in which case the police officer or sergeant with the least continuous service in that special duty assignment position classification shall be reassigned.

The special duty assignment position classifications which are recognized by the CITY and the UNION are as follows:

1. Special Duty Assignments for Police Officers

The special duty assignments which are to be filled by non-probationary Police Officers, including Senior Police Officers, are as follows:

- a. Police Investigator
- b. School Resource Officer
- c. Police K-9 Officer
- d. Narcotics Officer

2. Special Duty Assignment position classifications for Police Sergeants

The special duty assignments which are to be filled by Police Sergeants are as follows:

- a. Police Investigations Sergeant
- b. Police Training Sergeant
- c. Police Professional Standards Sergeant
- d. Police Narcotics Unit Sergeant
- e. SWAT Sergeant
- f. FTO Coordinating Sergeant

It is understood and agreed by the CITY and the UNION that should the CITY wish to establish any new special duty assignments, then the CITY shall initiate negotiations and bargain collectively with the UNION regarding the proposed special duty assignment. Should the CITY and the UNION be unable to reach agreement concerning the proposed special duty assignment, they shall then utilize the impasse resolution procedure provided for in the Illinois Public Labor Relations Act.

It is further understood and agreed by the CITY and the UNION that during the process and proceedings referenced above, and preliminary to any such settlement and amendment of this Agreement, the Police Chief may proceed to establish the special duty assignment and make assignments to the assigned position or positions on a temporary interim basis, provided that no additional compensation shall be granted to the assigned officer or officers. In this latter regard, it is understood and agreed that any additional compensation which may subsequently be established for the new special duty assignment shall be provided retroactively to the officer or officers assigned to the new special duty assignment. The Union may request bargaining over the wages, hours

and terms and conditions of employment for the newly-established positions. The Chief may establish the positions and the bargained terms may be applied retroactively as provided by the bargaining or the resolution of any impasse per the state statute.

D. **TEMPORARY UPGRADING ASSIGNMENTS**

For the purpose of this Agreement, an officer who is temporarily assigned to perform the duties of a higher-rated position classification (rank) shall not be considered as having been appointed or commissioned to that higher-rated position classification. Officers who are selected for such "temporary upgrading assignments" shall be considered as being on assignment from their current position classification (rank). As referenced in Section 25.3 (Compensation for Temporary Upgrading), however, officers who are temporarily upgraded to and acting in a position of higher rank may be eligible, under certain circumstances, to receive additional compensation.

2.3 EXCLUDED EMPLOYEES

It is expressly recognized that employees who are members of other bargaining units, employees in provisional positions, employees in CITY Departments other than the Police Department, employees in non-commissioned position classifications, and employees in position classifications other than those set forth in Section 2.1 above, are excluded from this contractual bargaining unit for the term of this Agreement.

2.4 NEW POSITION CLASSIFICATIONS (RANKS)

It is understood and agreed by the CITY and the UNION that should any new sworn and commissioned position classification (rank) be established in the Police Department, negotiations shall be reopened at the request of either party for the sole purpose of determining whether or not the new position classification (rank) should be included in this bargaining unit and, if so, what its duties, responsibilities and rights shall be. Should the parties to this Agreement mutually agree that the new position classification (rank) is to be included in the bargaining unit, then the Agreement shall be amended as provided for in Section 42.2 (Amendment of the Agreement).

It is further understood and agreed by the CITY and the UNION that the procedure set forth above shall only apply, and negotiations shall only be conducted, in the case of a new position classification (rank) which is sworn and commissioned, and is at or below the rank of Police Sergeant.

ARTICLE 3

HOURS OF WORK

3.1 APPLICATION

This Article is intended to define the normal hours of work per day and per week in effect at the time of execution of this Agreement, and shall not be construed as a guarantee of hours of work per day or per week, or a guarantee of days of work per week. Nothing contained herein shall be construed as preventing the CITY from restructuring the normal work day or work week for the purpose of promoting the efficiency of law enforcement.

3.2 4/10 WORK SCHEDULE

WORK DAY

The normal work day for patrol officers and patrol sergeants assigned to the Field Operations Division shall consist of ten (10) consecutive hours of work within a twenty-four (24) hour period, which ten (10) hour period shall be interrupted by, but shall not include, an unpaid one-half (1/2) hour meal period (provided that an emergency situation does not occur which would automatically preclude it). These hours of work represent a normal work day, and do not reflect or take into account additional hours which may be worked because of hold-over, call-back, court time, or the authorized exchanging of duty shifts.

The normal work day for non-patrol personnel shall consist of eight (8) consecutive hours of work within a twenty-four (24) hour period, which eight (8) hour period shall be interrupted by, but shall not include, an unpaid one-half (1/2) hour meal period (provided that an emergency situation does not occur which would automatically preclude it). These hours of work represent a normal work day, and do not reflect or take into account additional hours which may be worked because of hold-over, call-back, court time, or the authorized exchanging of duty shifts.

With respect to the work day described above, the following shall also apply:

A. UNPAID MEAL PERIOD

During their unpaid meal period, officers shall be required to remain within the corporate limits of the City of Champaign, and to stay within either radio or telephone contact; provided that, in special circumstances, either or both of these requirements may be expressly waived by an officer's Division Commander.

Should an officer be required or otherwise authorized to work during all or part of his or her meal period, and provided that another full meal period cannot be mutually arranged, then the entire meal period shall be considered and treated as time worked, and the officer shall be eligible to receive overtime pay for the full meal period, provided, and to the extent that the officer works in excess of the regular work day during that work day. In this regard, such overtime shall be considered and treated as a "hold-over", as referenced in Sections 5.1A and

5.2A (Hold-Over Overtime). Under no circumstances, shall such overtime for a worked meal period be considered or treated as a "call-back".

B. FINAL QUARTER HOUR

Officers shall be allowed to leave fifteen (15) minutes before the scheduled ending time of their work day or duty shift. For the purpose of administering this Agreement, and particularly for the purpose of determining overtime eligibility, the scheduled ending time of an officer's work day or duty shift (and not this earlier time that the officer is allowed to leave work) shall be considered and treated as time worked.

Should an officer be required or otherwise authorized to work during all or part of this final quarter hour of his or her work day or duty shift, then he/she shall receive straight-time compensatory time for such actual time that he or she works during that period. Under no circumstances shall time worked during this quarter hour period be considered or treated as overtime.

Officers whose normal work day extends from one calendar day into another, or who work overtime from one calendar day into another, shall be considered as working on the calendar day on which they started to work.

3.3 **WORK WEEK**

The normal work week for patrol officers and patrol sergeants assigned to the Field Operations Division shall consist of four (4) consecutive work days during each consecutive seven (7) calendar day period. The days of work set forth above represent a normal work week, and do not reflect or take into account additional days which may be worked because of hold-over, call-back, court time, or the authorized exchanging of duty shifts.

The normal work week for non-patrol personnel shall consist of five (5) consecutive work days during each consecutive seven (7) calendar day period. The days of work set forth above represent a normal work week, and do not reflect or take into account additional days which may be worked because of hold-over, call-back, court time, or the authorized exchanging of duty shifts.

3.4 **DUTY SHIFTS**

Duty shifts represent various ten (10) or eight (8) hour periods -- excluding unpaid meal periods -- during a given twenty-four (24) hour period to which officers are assigned to work. Depending upon the particular police operation, and the number of hours during each day that services must be provided, there may be one or several duty shifts. In the case of multiple duty shifts, these duty shifts may follow one another and/or overlap with one another. Depending upon the number of days during each week that services must be provided, for each designated duty shift the same or different days off may be scheduled.

Subject to the approval of the City Manager, the Police Chief shall be responsible for determining the number and types of duty shifts which shall be used in the Police Department, as well as the beginning and ending times of these duty shifts.

The Police Chief is authorized, at his or her own discretion, to approve requests by officers to exchange duty shifts or days off (without a change in pay), provided that the officers involved are equally capable of performing each other's respective jobs, and are willing and able to make the exchange.

The normal duty shifts in effect in the Patrol Division of the Field Operations Division, at the time of execution of this Agreement, are as follows:

First Duty Shift- 0700 am-1700 pm
Second Duty Shift- 1700 pm-0300 am
Third Duty Shift- 1200 pm-2200 pm
Fourth Duty Shift- 2200 pm-0800 am

Officers may not trade a traded duty day, except in case of illness, injury or unexpected emergency.

3.5 EXCEPTIONAL DUTY SHIFT

A. K-9 OFFICER

Because of the necessity for daily care of the animal, the K-9 Officer shall have a duty shift of eight and one-half (8-1/2) hours four (4) days per week. The duty shift hours and days off shall be assigned by the Police Chief. The dog and handler shall be domiciled within a fifteen (15) mile radius of the main police station. Except as otherwise authorized in advance, six (6) hours per week shall be spent by the officer on the care and feeding of the animal. Benefit time accruals shall be based on a forty (40) hour week. Leave time will be charged against the K-9 officer at the rate of eight and one-half (8-1/2) hours per day, for all days when the animal is in the care of the K-9 officer.

Overtime at its applicable rate shall be paid for all authorized working time beyond the eight and one-half (8-1/2) daily duty shift.

B. FOOT/BIKE PATROL

Foot/bike patrol officers shall be assigned to a zone for purposes of supervision. The duty shift hours and days off shall be variable according to need. Presence or absence of foot/bike patrol on a shift will not be considered in time-off decisions for officers on the shift.

3.6 BENEFIT TIME USE AND ACCRUAL

Benefit time use and accrual when converted from the 5 day/8 hour shift assumptions to the 4/10 schedule, shall continue to be calculated so as to be neutral in effect.

3.7 REOPENING NEGOTIATIONS

The CITY shall have the right to reopen negotiations for bargaining concerning the 4/10 work schedule only if staffing shortages beyond the CITY'S control lead to insufficient sergeants to cover all required assignments and shifts. The status quo shall be maintained during bargaining and impasse resolution proceedings.

3.8 FLEX-TIME

An officer may request, for duty-related purposes, approval from his or her supervisor to adjust starting and ending times of the 8 or 10-hour duty shift within a 24-hour period. Flex time will not count against minimum staffing or take precedence over time off requests of any type, regardless of when the time off request is submitted. If flexing results in staffing issues, the flex request will be denied or will be handled with callback/holdover. An officer cannot be asked or required to flex by the CITY and will suffer no adverse employment consequences in any manner or forum as a result of his/her flexing (including, but not limited to, a reduction in employee rating, evaluation, promotional opportunities or in the context of disciplinary matters).

ARTICLE 4
STAND-BY DUTY

4.1 STAND-BY DUTY

Subject to the prior approval and authorization of a Division Commander, an officer may be assigned to stand-by duty.

A. TRAVEL RESTRICTIONS

Depending upon the nature of the stand-by assignment, including whether or not a telephone pager is to be provided, an officer assigned to stand-by duty may be required:

1. To keep the Police Department continuously advised as to his or her present location and a telephone number at which he or she can be reached, or
2. To remain at his or her place of residence, or some other designated location which can be reached by telephone or
3. To keep a telephone pager in his or her possession at all times, and to remain within the effective range of the telephone pager.

B. RESPONSE REQUIREMENT

An officer assigned to stand-by duty is required to remain mentally alert and physically prepared to immediately respond should he or she be called, paged or contacted.

C. STAND-BY EXCEPTION

Officers who are selected for the Civil Emergency Response Team (CERT) are considered as being "on call" in conjunction with their assignment to this specialized unit, and therefore they shall not be considered as being on stand-by when serving only in this capacity. However, they shall still be considered eligible for stand-by duty in conjunction with their regular duty assignments separate from the CERT unit.

4.2 STAND-BY PAY

A. STAND-BY TIME

An officer shall only be considered as being on stand-by duty during such time that he or she is so directed by a Division Commander who has been authorized to make such an assignment, and further provided that the officer is subject to one of the travel restrictions and the response requirement set forth in Section 4.1 above. There shall be no minimum stand-by duty time. Furthermore, stand-by time shall be considered or treated as hours worked for the purpose of determining overtime eligibility and compensation.

For the purpose of determining the actual time that an officer is assigned to stand-by duty, it is understood and agreed that an officer shall not be considered as being on stand-by duty:

1. Once his or her regularly scheduled work day or duty shift begins.
2. Once he or she is called-back to work overtime, and for the duration of the call-back overtime period (including any applicable minimum call-back overtime payment period).

B. STAND-BY PAY

An officer who is required to be on stand-by duty shall be compensated based upon the ratio of one (1) hour of stand-by pay for each eight (8) hours of actual stand-by duty, or the equivalent thereof. The rate of stand-by pay shall be the officer's regular straight-time hourly rate of pay.

4.3 FAILURE TO STAND-BY OR RESPOND

Any officer who cannot be located during such time that he or she is assigned to stand-by duty, who fails to respond when he or she is called, paged or contacted, or who responds in an unreasonable time or unacceptable manner, shall be considered ineligible to receive the stand-by pay referenced in Section 4.2 above. Furthermore, the officer may be subject to possible disciplinary action unless he or she can satisfactorily demonstrate that his or her inability to be located was caused by administrative error, technical failure, or any other legitimate reason.

ARTICLE 5

OVERTIME

5.1 TYPES OF OVERTIME

Subject to the provisions of this Article, officers shall be considered as working overtime, and thus eligible to receive overtime pay, when they work in excess of either eight (8) hours, or ten (10) hours (employees assigned to Field Operations Division), during any work day or duty shift, or forty (40) hours during any work week. All other time worked shall be considered and compensated as straight time. For the purpose of overtime compensation, both paid leave time, as well as the time which officers are required or otherwise authorized to work during their "unpaid" meal period, shall be considered and treated as time worked.

The types of overtime which are referenced in this Agreement, and which may be authorized to be paid, are as follows:

A. HOLD-OVER OVERTIME

When an officer is held-over beyond his or her regularly scheduled work day or duty shift, all such extra time worked beyond the scheduled end of the work day or duty shift (excluding any unpaid overtime meal period) shall be considered and compensated as overtime, provided and to the extent of the officer worked a full work day or duty shift, unless he or she was on approved paid leave for a part of the work day or duty shift.

B. CALL-BACK OVERTIME

When an officer has completed his or her regularly scheduled work day or duty shift and left work, or is on his or her regularly scheduled day off (including a holiday taken off), or is on an approved paid leave of absence, and is called-back to work, all such time worked (excluding any unpaid overtime meal period) shall be considered and compensated as overtime.

Any officer who is called-back as provided above shall receive a minimum of two (2) hours of overtime, even in the event two (2) hours of work is not provided or required. However, to the extent that this minimum two (2) hour overtime period might overlap with the officer's work day or duty shift (in cases where overtime period is immediately prior to the start of the officer's work day or duty shift), the overtime period shall end when the officer's work day or duty shift begins; provided, further that in no such case shall the officer receive less than one (1) hour of overtime.

Furthermore, and in accordance with the "No Pyramiding" provision set forth in Section 5.3 below, should an officer be called-back again during the above two (2) hour minimum call-back overtime period, then only those overtime hours actually worked by the officer beyond the initial two (2) hour call-back overtime period shall be considered and compensated as overtime.

C. COURT TIME OVERTIME

When and to the extent that an officer would otherwise be off-duty, all time worked by the officer (excluding any meal period) while preparing for trial and when appearing in court in the capacity of a commissioned officer shall be considered and compensated as overtime; provided, however, that the officer shall receive no less than two (2) hours of overtime for each such consecutive period that he or she is preparing for trial and/or appearing in court (subject to the limitations set forth in paragraphs "1" and "2" below).

For the purpose of determining court time overtime in accordance with this Section, when an officer appears in the morning and then has to return in the afternoon to appear in the same case, this will be considered as two (2) separate court appearances; provided that the time difference between the two court appearances is more than one (1) hour. In this same regard, when an officer has to appear in one court case and then has to return and appear in another court case, this will also be considered as two (2) separate court appearances; provided that the time difference between the two (2) court appearances is more than one (1) hour.

For the purpose of this Section, meal periods shall not be considered toward hours worked. Furthermore, should an officer be scheduled for a court appearance which is subsequently canceled, and provided that the officer is not given at least twelve (12) hours advance notice of such cancellation, then the officer shall receive the minimum two (2) hours of overtime (subject to the limitations set forth in paragraphs "1" and "2" below). This provision shall not apply to juvenile court hearings scheduled less than twenty-four (24) hours in advance of the appearance, for the term of this Agreement.

The awarding of court time overtime shall always be dependent upon the fact that the court appearance or court appearances, or the period of trial preparation, occurred during an officer's regular time off. The awarding of court time overtime shall be further governed by the following provisions:

1. Court Time Beginning During the Officer's Work Day or Duty Shift

In the event that a court appearance and/or trial preparation period begins during and extends beyond an officer's regularly scheduled work day or duty shift, then this court time overtime shall be determined and compensated in the same manner as provided for "hold-over overtime" in paragraph "A" above, and the two (2) hour minimum shall not apply.

2. Court Time Beginning immediately Prior to an Officer's Work Day or Duty Shift.

In the event that a court appearance and/or trial preparation period begins with the two (2) hour period immediately preceding the start of an officer's regularly scheduled work day or duty shift, then this court time overtime shall be determined and compensated in the same manner as provided for "call-back overtime" in paragraph "B" above, and the two (2) hour minimum shall not apply, although the one (1) hour minimum shall apply.

D. SHIFT BRIEFING REPORT PREPARATION TIME

When an officer is required or otherwise directed by a Shift commander to report to work prior to the start of the officer's regularly scheduled work day or duty shift for the purpose of preparing the shift briefing report, then the officer shall receive fifteen (15) minutes overtime. This shift briefing report preparation time shall not be considered or compensated as call-back overtime.

5.2 OVERTIME PAY

Subject to the provisions and limitations set forth in Section 5.1 above, officers shall receive overtime pay for the referenced types of overtime as follows:

A. HOLD-OVER OVERTIME

Officers who are authorized to be held-over shall be paid time and one-half (1 1/2) their regular straight-time hourly rate of pay for all such eligible overtime hours.

B. CALL-BACK OVERTIME

Officers who are called back to work shall be paid time and one-half (1-1/2) their regular straight-time hourly rate of pay for all such eligible overtime hours.

C. COURT-TIME OVERTIME

Officers who are required to appear in court or prepare for trial during their regular time off shall be paid time and one-half (1 1/2) their regular straight-time hourly rate of pay for all such eligible overtime hours.

D. SHIFT BRIEFING REPORT PREPARATION TIME

Officers who are required or otherwise directed to report to work early and prepare the shift briefing report shall be paid time and one-half (1-1/2) their regular straight-time hourly rate of pay for a fifteen (15 minute overtime period.

E. TRAINING TIME

As provided in Section 18.1 (Training Opportunities), voluntary training which occurs outside of an officer's regularly scheduled hours of work shall not be considered or compensated as overtime.

5.3 NO PYRAMIDING

Compensation shall not be paid at more than one (1) rate of pay or more than once for the same hours under any provision of this Agreement.

ARTICLE 6

COMPENSATORY TIME

6.1 ACCUMULATION OF COMPENSATORY TIME

Officers shall have the option, at their sole discretion, of accepting and accumulating compensatory time up to the maximum accumulation in lieu of actual payments for all overtime and investigator's standby pay except for:

1. STEP overtime;
2. 50 % of bike overtime

The compensatory time shall reflect the equivalent number of hours as represented by the amount of the overtime work taking into account, where applicable, the time and one-half (1-1/2) overtime rate.

In order to be eligible to receive compensatory time, officers must notify their Division Commander that they wish to receive compensatory time credit in lieu of pay they are entitled to receive, and such notification must be made during or at the conclusion of the same work period during which the time occurred.

6.2 MAXIMUM ACCUMULATION OF COMPENSATORY TIME

Under no circumstances shall an officer be allowed to accumulate more than forty (40) hours of compensatory time. Officers may replenish their compensatory time as long as the accrual balance does not exceed forty (40) hours at any particular time. Hours which would result in accruals above forty (40) hours shall be paid. All overtime shall be paid in cash at the rate of time and one-half (1-1/2) the officer's regular rate of pay except when the officer has chosen compensatory time. In the cases, the officer may elect to receive compensatory in lieu of overtime payments subject to the forty (40) hour maximum accrual. Officers may elect to receive holiday pay in the form of compensatory time on an hour basis subject to the maximum.

6.3 USE OF COMPENSATORY TIME

Compensatory time usage shall be governed by the same rules and regulations which govern the request, approval and usage of personal leave hours, as set forth in Article 10 (Holidays and Personal Leave), except that approval for Patrol Division personnel shall be at the Shift Commander level, while for all other personnel it shall be at the Division Commander level. Compensatory time may be taken in quarter-hour (1/4) increments. Compensatory time cannot be requested or used unless accrued.

6.4 PAYMENT OR FORFEITURE OF COMPENSATORY TIME

Compensatory time, like personal leave, may only be used as paid time off from work; and, except as set forth below, at no time may it be converted to a cash payment. Unlike personal leave, however, compensatory time will be carried forward into each new fiscal year.

Officers who resign, retire, or are otherwise permanently separated from the service of the CITY, shall receive payment for all of their accumulated compensatory time hours upon their separation from employment with the CITY. In the event of an officer's death, this payment shall go to the officer's beneficiaries. The amount of this payment for these accumulated compensatory time hours shall be calculated based upon the officer's regular straight-time hourly rate of pay in effect for the officer's regular position on the last day of the officer's employment.

ARTICLE 7

HOURLY SALARIES AND LONGEVITY PAY

7.1 2007-2008 FISCAL YEAR (3.25%)

Starting with the biweekly payroll period beginning on July 1, 2007, and continuing through June 30, 2008, the following base salaries (including longevity pay) shall be in effect.

<u>POSITION CLASSIFICATION</u>	<u>PAY GRADE</u>		<u>HOURLY</u>	<u>ANNUAL</u>
Probationary Police Officer	C-05	0-15 months	\$22.4308	\$ 46,656.02
Police Officer	C-15	16-36 months	\$24.4211	\$ 50,795.90
		37-59 months	\$26.4086	\$ 54,929.92
Assigned Police Officer	C-22		\$27.2321	\$ 56,642.81
Senior Police Officer	C-30	5-9 years	\$28.1480	\$ 58,547.87
		10-14 years	\$28.8344	\$ 59,975.64
		15-19 years	\$29.7957	\$ 61,975.06
		20+ years	\$30.7569	\$ 63,974.26
Assigned Senior Police Officer	C-35	5-9 years	\$28.9932	\$ 60,305.90
		10-14 years	\$29.7004	\$ 61,776.78
		15-19 years	\$30.6904	\$ 63,836.00
		20+ years	\$31.6804	\$ 65,895.23
Police Sergeant	C-40	16-59 months	\$32.5854	\$ 67,777.62
		5-9 years	\$33.4000	\$ 69,472.06
		10-14 years	\$34.2147	\$ 71,166.50
		15-18 years	\$35.0293	\$ 72,860.94
		18-19 years	\$35.5101	\$ 73,860.94

		20+ years	\$36.3359	\$ 75,578.64
Assigned Police Sergeant	C-45	16-59 months	\$33.4000	\$ 69,472.06
		5-9 years	\$34.2350	\$ 71,208.86
		10-14 years	\$35.0700	\$ 72,945.66
		15-18 years	\$35.9050	\$ 74,682.47
		18-19 years	\$36.3978	\$ 75,707.46
		20+ years	\$37.2443	\$ 77,468.10

7.2 2008-2009 FISCAL YEAR (3.5%)

Starting with the biweekly payroll period beginning on July 1, 2008 and continuing through June 30, 2009, the following base salaries (including longevity pay) shall be in effect.

<u>POSITION CLASSIFICATION</u>	<u>PAY GRADE</u>		<u>HOURLY</u>	<u>ANNUAL</u>
Probationary Police Officer	C-05	0-15 months	\$ 23.2159	\$ 48,288.98
Police Officer	C-15	16-36 months	\$ 25.2758	\$ 52,573.76
	C-20	37-59 months	\$ 27.3329	\$ 56,852.47
Assigned Police Officer	C-22		\$ 28.1852	\$ 58,625.30
Senior Police Officer	C-30	5-9 years	\$ 29.1332	\$ 60,597.05
		10-14 years	\$ 29.8436	\$ 62,074.79
		15-19 years	\$ 30.8386	\$ 64,144.19
		20+ years	\$ 31.8333	\$ 66,213.36
Assigned Senior Police Officer	C-35	5-9 years	\$ 30.0080	\$ 62,416.60
		10-14 years	\$ 30.7399	\$ 63,938.97
		15-19 years	\$ 31.7645	\$ 66,070.26
		20+ years	\$ 32.7892	\$ 68,201.56
Police Sergeant	C-40	16-59 months	\$ 33.7259	\$ 70,149.84
		5-9 years	\$ 34.5690	\$ 71,903.58
		10-14 years	\$ 35.4122	\$ 73,657.33
		15-18 years	\$ 36.2553	\$ 75,411.08
		18-19 years	\$ 36.7529	\$ 76,446.07
		20+ years	\$ 37.6076	\$ 78,223.89

Assigned Police Sergeant	C-45	16-59 months	\$ 34.5690	\$ 71,903.58
		5-9 years	\$ 35.4333	\$ 73,701.17
		10-14 years	\$ 36.2975	\$ 75,498.76
		15-18 years	\$ 37.1617	\$ 77,296.35
		18-19 years	\$ 37.6717	\$ 78,357.22
		20+ years	\$ 38.5478	\$ 80,179.49

7.3 2009-2010 FISCAL YEAR (3.75%)

Starting with the biweekly payroll period beginning on July 1, 2009, and continuing through June 30, 2010, the following base salaries (including longevity pay) shall be in effect.

<u>POSITION CLASSIFICATION</u>	<u>PAY GRADE</u>		<u>HOURLY</u>	<u>ANNUAL</u>
Probationary Police Officer	C-05	0-15 months	\$24.0864	\$50,099.81
Police Officer	C-15	16-36 months	\$26.2237	\$54,545.27
	C-20	37-59 months	\$28.3579	\$58,984.44
Assigned Police Officer	C-22		\$29.2422	\$60,823.75
Senior Police Officer	C-30	5-9 years	\$30.2257	\$62,869.44
		10-14 years	\$30.9628	\$64,402.60
		15-19 years	\$31.9950	\$66,549.59
		20+ years	\$33.0271	\$68,696.36
Assigned Senior Police Officer	C-35	5-9 years	\$31.1333	\$64,757.23
		10-14 years	\$31.8926	\$66,336.68
		15-19 years		

	\$32.9557	\$68,547.89
20+ years	\$34.0188	\$70,759.12

Police Sergeant	C-40	16-59 months	\$34.9906	\$72,780.46
		5-9 years	\$35.8654	\$74,599.97
		10-14 years	\$36.7401	\$76,419.48
		15-18 years	\$37.6149	\$78,238.99
		18-19 years	\$38.1312	\$79,312.80
		20+ years	\$39.0179	\$81,157.28
		Assigned Police Sergeant	C-45	16-59 months
		5-9 years	\$36.7620	\$76,464.97
		10-14 years	\$37.6586	\$78,329.97
		15-18 years	\$38.5553	\$80,194.97
		18-19 years	\$39.0844	\$81,295.62
		20+ years	\$39.9934	\$83,186.22

7.4 **TEMPORARY UPGRADE PAY**

The rate of pay for a temporary upgrade, in accordance with Article 25.3, shall be as follows:

Police Officer upgraded to Sergeant earns Sergeant regular hourly rate of pay for the period of the upgrade.

Police Sergeant upgraded to Lieutenant earns one hundred fifteen per cent (115%) of his/her regular rate of pay.

7.5 FIELD TRAINING OFFICER PAY

Officers designated and serving as Field Training Officers (FTO) shall receive One Dollar and Seventy-Five Cents (\$1.75) per hour, accordance with Article 9.

7.6 TRAINING INSTRUCTOR PAY

Officers designated and serving as Training Instructors shall receive One Dollar and Fifty Cents (\$1.50) per hour, in accordance with Article 9.

7.7. LATERAL HIRES

The Chief shall have the option of placing Lateral Hires on the wage scale up to C20. Lateral Hires employed by the CITY on the effective date of this Agreement with less than five (5) years of service shall be advanced in accordance with the parties' Side Letter of Agreement.

ARTICLE 8

EDUCATIONAL PAY

8.1 PAYMENT FOR CURRENT EDUCATIONAL CLASSES

Officers may be eligible to receive time-off from work to attend approved educational classes, and/or they may be eligible to receive full or partial reimbursement for certain expenses which they have incurred in conjunction with such approved educational classes.

A. ELIGIBLE EDUCATIONAL CLASSES

Educational classes which may be approved would include those which it is determining would be relevant to an officer's present job or career path within the Police Department, or which would otherwise be in the interest of and beneficial to the Police Department or the CITY.

As a general rule, highest priority shall be given to those educational classes which are directly related to Police Science, Police Administration and Criminal Justice.

B. REQUEST FOR EDUCATIONAL CLASSES

a. Request Procedure

The officer should submit a written request prior to his/her enrollment in an educationally class according to the procedures set out in Administrative Procedure 3.03, City-wide Training/Education/Tuition Reimbursement and/or payments made as provided.

b. Reimbursement for Class Related Expenses

Officers may request that they receive full or partial reimbursement for any of the following expenses, provided and to the extent that such expenses are actually incurred in conjunction with such approved educational classes:

- (1) Tuition or registration.
- (2) Books and other required class materials.
- (3) Mileage to and from an educational class which is held outside the Champaign-Urbana area.

An estimated cost must be provided for each expense reimbursement which is being requested for a particular educational class.

C. REIMBURSEMENT TO CITY

CITY Administrative Policy concerning reimbursement if an officer leaves CITY employment shall be applicable to payments made under this contract.

ARTICLE 9

FIELD TRAINING OFFICERS AND TRAINING INSTRUCTORS

9.1 **FIELD TRAINING OFFICERS**

Officers designated and serving as Field Training Officer (FTO) shall receive field training officer pay for such time as they have a Probationary Police Officer assigned to them. Officers shall receive this bonus payment only for hours worked, i.e. not on leave, and this payment shall not be considered a part of base salary.

9.2 **TRAINING INSTRUCTORS**

Officers designated and serving as Training Instructors shall receive training instructor pay for time spent in course preparation and in providing instruction in Department on-the-job training programs. To be eligible for Training Instructor pay, course preparation time and instruction time, both on duty and off duty, must be approved in advance by the Training Sergeant or other person designated by the Police Chief.

In either case, training bonus will be added to the instructor's rate of actual instruction time. Overtime provisions will apply for all off duty course preparation or instruction.

ARTICLE 10

HOLIDAYS AND PERSONAL LEAVE

10.1 OFFICIAL CITY HOLIDAYS

- A. The following shall be paid holidays for all officers:

New Year's Day	Veteran's Day
Martin Luther King, Jr.'s Birthday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day

The date of occurrence for each of these holidays shall be determined and announced in advance by the CITY.

- B. In addition to the compensation set forth in Paragraph C below, officers shall be paid at the time and one-half rate for all hours worked on the following holidays: Thanksgiving, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, and Independence Day.
- C. All officers shall receive eight (8) hours of regular pay (or eight hours compensatory time if consistent with Article 6 and requested in writing before the date of occurrence determined in A for each holiday during the pay period in which the holiday observation occurs. If an officer is receiving temporary upgrade pay, then the eight (8) hours of pay will be based on temporary upgrading rate of pay.

10.2 PERSONAL LEAVE

- A. ACCRUAL OF PERSONAL LEAVE

Employees shall receive twenty-four (24) hours personal leave at their regular hourly rate of pay each fiscal year. Employees shall be credited with twenty-four (24) hours personal leave on July 1 of each year.

- B. PERSONAL LEAVE ELIGIBILITY

Officers shall be eligible to take paid personal leave at any time following their date of employment with the CITY, provided that they have sufficient accumulated personal leave hours.

- C. REQUEST FOR PERSONAL LEAVE

Officers shall submit a request for personal leave to their Shift Commander as far in advance as possible.

Requests for personal leave shall be granted only upon the approval of the officer's Shift Commander.

Personal leave shall not be requested, approved or taken for periods of less than one (1) hour.

D. SCHEDULING PERSONAL LEAVE

In the event two (2) or more officers request personal leave for the same time, and their Shift Commander determines that it is necessary to limit the number of officers on personal leave at that time, the Shift Commander shall decide which personal leave request(s), if any, is/are to be approved.

Scheduled personal leaves shall not be altered by any subsequent request for personal leave or compensatory time off.

E. CANCELING PERSONAL LEAVE

In case of an emergency, a Division Commander may cancel any or all approved personal leaves.

F. FORFEITURE OF PERSONAL LEAVE

Personal leave must be used each fiscal year or it shall be forfeited. No unused personal leave may be carried over from one fiscal year to the next.

Unused personal leave shall not be paid upon termination. Any unused personal time remaining on an employee's last day of work shall be forfeited.

ARTICLE 11

VACATION LEAVE

11.1 ACCRUAL OF VACATION LEAVE

Officers shall be allowed to take vacation leave, provided that they are eligible and have accumulated sufficient vacation leave credit, and further provided that such vacation leave has been properly requested, approved and scheduled in advance.

Officers shall accrue vacation leave in accordance with the following schedule:

YEARS OF CONTINUOUS SERVICE	MAXIMUM ANNUAL VACATION	HOURS OF VACATION ACCRUED PER BI-WEEKLY PAY PERIOD
Through 4th Year	96 hours	3.69 hours
Beginning 5th Year	112 hours	4.31 hours
Beginning 6th Year	120 hours	4.62 hours
Beginning 7th Year	128 hours	4.92 hours
Beginning 8th Year	136 hours	5.23 hours
Beginning 9th Year	144 hours	5.54 hours
Beginning 10th Year	152 hours	5.85 hours
Beginning 15th Year	160 hours	6.15 hours
Beginning 20th Year	176 hours	6.77 hours
Beginning 25th Year	195 hours	7.50 hours

For the purpose of this Section, years of continuous service shall mean an officer's "employment seniority," as that term is set forth and defined in Section 21.1A (Definition of Seniority).

Officers shall accrue vacation leave on a bi-weekly basis in conjunction with and at the end of each pay period. They shall not accrue vacation leave, however, for any work day or work days that they are absent without leave, or on a leave of absence without pay (unless otherwise authorized by the City Manager).

In the event an officer only works a partial pay period (such as at the beginning or end of his or her employment), or is ineligible to receive the total bi-weekly vacation leave accrual (such as when he or she is absent without leave or on a leave of absence without pay during part of a pay period), then the officer shall be credited with the appropriate pro-rata number of vacation leave hours based upon the number of work days he or she actually worked during the pay period.

11.2 MAXIMUM VACATION LEAVE ACCUMULATION

Officers shall be allowed to accumulate up to a maximum of two hundred (200) hours of vacation leave (25 work days).

Officers with the maximum vacation leave accumulation shall not lose any accrued vacation leave if they are requested by their supervisor to schedule their vacation leave at a later date, or if they should have their vacation leave canceled in accordance with Section 11.6 below.

11.3 VACATION LEAVE ELIGIBILITY REQUIREMENT

When an officer's sick leave and/or duty injury leave benefits have been exhausted, the officer may use his or her accumulated vacation leave in conjunction with an illness or disability; provided and to the extent that the officer, in accordance with Sections 12.4 (Sick Leave Eligibility Requirements) and 12.3 (Sick Leave Utilization Requirements), is eligible to receive paid leave for such sick leave absence.

11.4 REQUEST FOR VACATION LEAVE

A. VACATION LEAVE REQUEST PROCEDURE

In order to assure the orderly performance and continuity of those municipal services provided by the officers in their respective Divisions, officers wishing to schedule a vacation shall submit a request for such vacation leave to their Division Commander as far in advance as possible, and at least one (1) week in advance of the requested vacation leave period. In order to better assure that their vacations may be scheduled when they want them, officers should, as set forth in Section 11.5 below, actually request their vacations as many months in advance as possible.

Requests for vacation leave shall be granted only upon the approval of an officer's Division Commander. Such requests shall, to whatever extent possible, be approved, unless the Division Commander determines that such absence by the officer would adversely affect and interfere with the orderly performance and continuity of services in the officer's Division.

However, nothing contained in this Section or Section 11.5 below shall be construed or interpreted as requiring that a Division Commander approve a vacation leave request, and particularly those requests for vacation leave which are not submitted at the beginning of each calendar year, as well as those requests for vacation leave which are submitted by new Police Officers during their original appointment probationary period.

B. WAIVER OF ADVANCE REQUEST PERIOD

The one (1) week advance request period referenced in Paragraph "A" above may be waived by an officer's Division Commander if the vacation leave is being requested because of an unforeseen or emergency situation, and/or if the requested vacation leave period is of such short duration so as to warrant such a waiver.

C. MINIMUM VACATION LEAVE

Except to the extent all other leave (such as sick leave and personal leave) may be exhausted, and an officer may have to request and use vacation leave for purposes other than taking a vacation, vacation leave shall not be requested, approved or taken for periods of less than four (4) hours.

11.5 SCHEDULING VACATIONS

Vacations will be scheduled, insofar as possible and practical, at those times requested by each officer. However, because of the nature of the work and the requirement that the orderly performance and continuity of municipal services be maintained, it is necessary to limit the number of officers off at any one time. There will be separate sign-up lists for command and non-command personnel. The sign-up procedure set forth below will be conducted for all of the duty shifts in the Field Operations Bureau, the Special Operations Bureau, and any other distinct divisions or units as designated by the Police Chief. The number allowed off at any one time for any unit will be determined by the Police Chief and relevant command personnel consistent with staffing needs.

In terms of scheduling vacations, each duty shift, division, unit or other group of officers shall use the procedure described below. For the purpose of scheduling vacations, seniority shall mean an officer's "time-in-rank seniority," as that term is set forth and defined in Section 21.1B (Definition of Seniority).

- A. Between January 15 and March 1 of each year, a sign-up procedure will be conducted.
- B. Each duty shift or other group of officers will be divided into the number of groupings equal to the number of officers to be allowed off at one time. The most senior officer would draw first in Group "A", the second most senior officer would draw first in Group "B", in this fashion until the number of groups has been exhausted. The next officer in seniority would then draw second in Group "A". This order will proceed until all members of the group have been placed.
- C. The vacation periods shall be drawn to cover at least five (5) consecutive work days and no more than an officer's maximum annual vacation accrual. The drawing within each group shall be by seniority. An officer may pass when his or her turn comes up, but shall not have another turn until the next round. No two members of the same grouping shall sign up for the same time of vacation during this yearly sign-up period.
- D. There shall be a one (1) week time limit for each officer in turn to sign-up or pass. If an officer does not sign-up within the one (1) week period, his or her turn shall be forfeited. Once an officer has made his or her selection, he/she will sign and date the list showing his/her selections have been made.
- E. After all members of the group have either signed up or passed, another round will proceed in the above fashion.

Requests for vacation which are submitted after the sign-up procedure will be processed giving preference to the order in which the vacation requests are received, with those received first having first priority. In the event of requests received on the same date for the same vacation period, then seniority will be the determining factor.

11.6 VACATION CANCELLATION AND CALL-BACK

In the case of an emergency as determined by the City Manager, and provided that it will not pose an undue financial hardship, the Police Chief may cancel and reschedule any or all approved vacation leaves in advance of their being taken. In the event of such cancellations, the cancellations and the rescheduling shall be accomplished based upon

and consistent with the priority orders which were established for each vacation leave request in accordance with Section 11.5 above.

In this same regard, with respect to an emergency as determined by the City Manager, and again provided that it will not pose an undue financial hardship, the Police Chief may require an officer or officers to return to and appear for work during their scheduled vacation leave period once it has begun (including any holidays or weekends which constitute a part of the vacation leave period).

11.7 HOLIDAYS DURING VACATION LEAVE PERIOD

In the event a holiday occurs during the period an officer is on approved vacation leave, such holiday shall be considered and treated as a holiday, and no vacation leave shall be counted against or deducted from the officer for that particular work day.

11.8 VACATION LEAVE PAY

The rate of vacation leave pay shall be an officer's regular straight-time hourly rate of pay in effect for the officer's regular position at the time the vacation leave is being taken.

11.9 PAYMENT FOR ACCUMULATED VACATION LEAVE

Officers who resign, retire, or are otherwise permanently separated from the service of the CITY, shall receive payment for all of their accumulated vacation leave hours upon their separation from employment with the CITY. In the event of an officer's death, this payment shall go to the officer's beneficiaries.

The amount of this payment for these accumulated vacation leave hours shall be calculated based upon an officer's regular straight-time hourly rate of pay in effect for the officer's regular position on the last day of the officer's employment.

11.10 TRANSFER OF VACATION LEAVE

Officers shall be allowed to voluntarily transfer up to a maximum of forty (40) hours of their accumulated vacation leave during any given fiscal year to another officer (or officers) who has no accumulated sick leave hours, but who is otherwise eligible, in accordance with Section 12.3A (Personal Illness or Disability), to take paid sick leave. These transferred vacation leave hours shall be converted, on a one-for-one (1:1) ratio, to sick leave hours, and once they are transferred and converted, such vacation leave hours shall not be refundable to the officer making the transfer.

An officer may receive such transferred vacation leave hours from any number of officers; provided, however, that the officer may not receive more converted sick leave hours than he or she actually needs to cover a current period of sick leave absence, and such converted sick leave hours may only be used for sick leave absences.

ARTICLE 12

SICK LEAVE

12.1 TYPES OF SICK LEAVE

Officers shall be allowed to take sick leave when they or a member of their immediate family are suffering from an illness or disability, and/or are being examined or treated by a doctor, dentist or other licensed medical practitioner; provided that they have accumulated sufficient sick leave credit. Depending upon the nature and duration of each sick leave absence, sick leave may be requested, approved and taken for all or only part of a work day, as well as for an extended period of time.

12.2 ACCRUAL

A. ACCRUAL OF SICK LEAVE

Sick leave shall be accrued as follows: Officers shall accrue sick leave at the rate of three and sixty-nine hundredths (3.69) hours for each completed bi-weekly pay period.

In the event an officer works only a partial pay period (such as at the beginning or end of his or her employment), or is ineligible to receive the total bi-weekly sick leave accrual (such as when he or she is absent without leave or on a leave of absence without pay during part of a pay period), then the officer shall be credited with the appropriate pro-rata number of sick leave hours based upon the number of work days he or she actually worked during the pay period.

Officers shall not accrue sick leave for any work day or work days that they are absent without leave, or on a leave of absence without pay, unless approved by the City Manager.

B. ACCUMULATION OF SICK LEAVE

Officers shall be allowed to accumulate up to a maximum of one thousand, one hundred and ninety-two (1,192) hours.

12.3 SICK LEAVE UTILIZATION REQUIREMENTS

Officers shall be allowed to use their sick leave for the following purposes:

A. PERSONAL ILLNESS OR DISABILITY

Officers shall be allowed to use their sick leave when they are suffering from any non-service connected illness or disability which renders them unable to perform the duties of their position. This also includes periods during which officers are under an enforced quarantine in accordance with community health regulations, or restricted due to exposure to a contagious disease in accordance with a doctor's order.

Officers shall also be allowed to use their sick leave when they are being examined or treated by a doctor, dentist or other licensed medical practitioner.

B. FAMILY ILLNESS OR DISABILITY

Officers shall be allowed to use their sick leave when a member of their immediate family has contracted or incurred and is suffering from an illness or disability, provided that they are needed to stay with and assist their family member.

Officers shall also be allowed to use their sick leave when a member of their immediate family is being examined or treated by a doctor, dentist or other licensed medical practitioner, provided that they are needed to accompany and assist their family member.

Such determination concerning whether or not an officer is needed to stay with or accompany his or her family member shall be made by the officer's Division Commander. If an officer is not satisfied with the Division Commander's decision, then the officer may appeal such decision directly to the Police Chief.

C. MATERNITY LEAVE AND MEDICAL LEAVE

Officers shall be allowed to use their sick leave for maternity leaves and extended maternity leaves (provided that they are in fact unable to work due to their pregnancy), as well as for approved medical leaves.

When an officer becomes eligible for sick leave (as provided above) while he or she is on approved vacation leave or personal leave, then the officer may use sick leave in place of vacation leave or personal leave hours for the period of the sick leave absence.

Any leave of absence which is granted for one of the purposes set forth above shall be considered and treated as a sick leave absence for the purpose of administering this Article; regardless of whether or not the officer is using sick leave, vacation leave, personal leave or compensatory time; and regardless of whether or not the sick leave absence is being taken on a paid or unpaid basis. In this regard, the various provisions set forth in this Article with respect to sick leave notification (Section 12.4), and the non-use of sick leave (Section 12.8) shall all apply with respect to such sick leave absences.

D. UNPAID SICK LEAVE ABSENCES

When officers have used all of their sick leave hours and other accumulated time, then any sick leave absences shall be considered and treated as unpaid sick leave absences. Requests by an officer for such unpaid leave of absence shall not be unreasonably withheld. While on an unpaid leave of absence for sick leave an officer shall not receive any benefits except the CITY'S portion of health and life insurance premiums for the entire calendar month in which the unpaid leave begins will be paid by the CITY. Officers on unpaid sick leave shall be allowed to continue to participate in the group insurance at no cost to the employer for the maximum duration allowed under the group insurance policies.

12.4 SICK LEAVE NOTIFICATION REQUIREMENT

It is the responsibility of all officers requesting sick leave to properly notify the Duty Shift Commander. This applies in the case of all work days when sick leave is being requested, regardless of whether such sick leave will be taken on a paid or unpaid basis, and regardless of whether sick leave or some other type of leave will be used.

Officers who are requesting sick leave in accordance with Section 12.3 above shall notify or cause notification to be made to the Duty Shift Commander no later than one (1) hour before the time specified for the beginning of their duty shift. When someone other than the officer is or has been requested to make the required notification, the officer will be solely responsible for that notification being made.

When officers become sick or ill during their duty shift, they must notify or cause notification to be made to the Duty Shift Commander.

In the event no sick leave notification is made at least one (1) hour before the officer's duty shift, or after an officer becomes sick or ill and leaves work, the officer's Duty Shift Commander shall consider and handle the officer's absence as an absence without leave, unless the officer can later substantiate and document that it was impossible to make or cause such notification. Such sick leave notification as outlined above must be made for each work day that sick leave is being requested, unless this requirement is expressly waived by the officer's Duty Shift Commander.

12.5 SICK LEAVE CERTIFICATION AND APPROVAL

If the CITY has reasonable grounds to believe that sick leave is being abused, it may require any officer requesting sick leave to complete and submit, at the officer's expense, a physician's statement. The attending physician must certify that he or she has treated or examined the officer or a member of the officer's immediate family, and that the officer's sick leave absence from work was warranted due to one of the authorized types of sick leave set forth in Section 12.3 above.

Furthermore, and again at the officer's expense, the CITY may require any officer requesting sick leave of five (5) or more consecutive work days to submit a physician's statement indicating an employee's inability to work. For the purpose of this Article, consecutive work days shall not include an officer's scheduled days off and any holidays which occur and are taken off by the officer, but these scheduled days off and holidays shall not be considered as interrupting any such period of consecutive work days.

The CITY shall have the right, at its discretion, to verify the report of the attending physician concerning the illness or disability of an officer, and to require the officer to be examined at the CITY's expense, by a physician selected by the CITY to determine the nature and extent of the illness or disability.

Based upon the examination and recommendation of the physician selected by the CITY, the CITY may approve or deny an officer's sick leave request and establish limits and conditions for any further approved sick leave connected with the same illness or disability, and allow an officer to including return to work on a limited duty basis. The decision of the CITY may be appealed by the officer through the grievance and

arbitration procedure as provided for in Article 33 (Grievance and Appeal Procedures) beginning at step one.

12.6 SICK LEAVE RELEASE

The CITY shall have the right, at its discretion, to require any officer who is sick or disabled for five (5) or more consecutive work days to obtain and submit, at the officer's expense, a physician's release certifying that he or she is fit to return to work and perform all the duties of his or her position at any time. This release must be submitted to the Department before the officer will be permitted to return to work.

Furthermore, the CITY may require, at its discretion and at its cost, that an officer take a medical physical in conjunction with the above sick leave release procedure, with the nature and extent of such medical physical to be determined by the CITY. Depending upon the results of this medical physical, the CITY may approve or deny the officer's request to return to work. Any action taken by the CITY as a result of this medical physical may be appealed by the officer through the grievance and arbitration procedure as provided for in Article 33 (Grievance and Appeal Procedures) beginning at step one.

12.7 SICK LEAVE ABUSE

The City may require competent proof of an officer's illness, disability or of an officer's need to attend a member of his/her immediate family when it has reason to suspect that an officer is abusing sick leave. Reasons for suspecting abuse of sick leave may include any of the following:

1. a pattern of sick leave usage such as repeated use of one or two days of sick leave in conjunction with regular days off or holidays without a physician's statement when more than sixty-four (64) hours of sick leave have been used in one (1) year;
2. a pattern of sick leave usage such as repeated use of sick leave on a particular day of the week without a physician's statement when more than sixty-four (64) hours of sick leave have been used in one (1) year;
3. repeated use of sick leave benefits as they are earned without a physician's statement;
4. use of sick leave and being seen engaged in activities which indicate ability to work.

Prior to any discussion with an officer where suspected abuse may have occurred, an internal review will be conducted by the Bureau Chief.

If any of the above situations occurs, the City shall orally counsel the officer with Union representation. Within six (6) months after oral counseling is provided, if any of the above situations occur or continue to occur, the officer may be given written notice indicating that they will be placed on a six (6) month sick leave review status. During this review period, the officer will not accrue sick leave hours. If the officer discontinues the pattern of sick leave abuse during this entire six (6) month review period, then he/she will be credited for all sick leave hours that they would have normally accrued.

The officer may provide physician statements expressly indicating that the officer cannot perform their normal work duties (or for a family member's illness or disability) for each work day where sick leave time is used during the six (6) month sick leave review period as proof of explanation for legitimate sick leave use.

Any use of sick leave not in compliance with the reasons for which such leave may be used shall constitute abuse and may be subject to denial of sick leave pay and to progressive discipline.

12.8 SICK LEAVE PAY

The rate of sick leave pay shall be an officer's regular straight-time hourly rate of pay in effect for the officer's regular position at the time the sick leave is being taken.

12.9 PAYMENT FOR ACCUMULATED SICK LEAVE

Officers may receive payment for their accumulated sick leave in the following ways:

A. PAYMENT FOR CONVERSION OF SICK LEAVE HOURS

Officers who have accumulated at least seven hundred and fifty (750) hours at a time determined by the CITY, may elect at that time to convert a portion of their accumulated sick leave hours to a cash payment. The maximum number of such sick leave hours which may be converted is one hundred and fifty (150).

The sick leave hours requested to be converted by an officer shall be converted to a cash payment on a ratio of four for one (4:1). In other words, for each four (4) hours of sick leave which the officer elects to convert, he or she shall be paid for only one (1) hour. However, the total number of sick leave hours which are converted shall be deducted from the officer's total accumulated sick leave hours.

The amount of this payment for these converted sick leave hours (based upon the four-for-one conversion ratio) shall be calculated based upon an officer's regular straight-time hourly rate of pay in effect for the officer's regular position at the time announced by the CITY.

B. PAYMENT UPON SEPARATION FROM SERVICE

Officers with twenty (20) years or more continuous service who resign, retire, or are otherwise permanently separated from the service of the CITY shall, if they are eligible, be paid for a portion of their accumulated sick leave hours upon their separation from employment with the CITY. In the event of an officer's death, this payment shall go to the officer's beneficiaries.

The percentage of accumulated sick leave hours for which officers shall be paid at the time of their separation from employment is as follows:

<u>Total Hours Accrued Upon Separation</u>	<u>Percent of Accumulated Sick Leave Hours for Which Payment Will Be Made With Less Than One Year Advance Written Notice of Retirement and Paid Into Officers' RHS Account</u>	<u>Percent of Accumulated Sick Leave Hours for Which Payment Will Be Made With At Least One Year Advance Written Notice of Retirement and Paid Into Officers' RHS Account</u>
Less than 500 hours	50%	60%
500 - 599	55%	65%
600 - 699	60%	70%
700 - 799	65%	75%
800 or more	70%	80%

For the purposes of this Section, years of continuous service shall mean an officer's "employment seniority", as that term is set forth and defined in Section 21.1A (Definition of Seniority).

Officers that provide at least one year's advance written notice of their retirement to the Chief will receive the higher sick leave buyout schedule as noted above. The notice of retirement shall be revocable, but in order to receive the increased buyout percentages, employees must have given at least one year's advance written notice of retirement and retire from the Department. Without the one year advance notice employees will be paid the lower percentages set forth above.

The amount of this payment for these accumulated sick leave hours (based upon the percentage which are eligible) shall be calculated based upon an officer's regular straight-time hourly rate of pay in effect for the officer's regular position on the last day of the officer's employment.

12.10 FAMILY LEAVE

The purpose of this Section is to implement the provisions of the Federal Family and Medical Leave Act (FMLA) of 1993. Procedures not specifically set forth here shall be resolved by reference to the Federal statute and Federal rules and regulations.

A. Definitions.

- (1) "Parent" means the biological parent of an officer or an individual who stood in loco parentis to an officer when the employee was a son or daughter.
- (2) "Child" means son or daughter of an officer, that is a biological, adopted or foster child, step child, legal ward or a child of a person standing in loco parentis who is under the age of 18 or 18 years or older and incapable of self care because of a mental or physical disability.
- (3) "Spouse" means a husband or wife.
- (4) "Serious health condition" means an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility or continuing treatment by a health care provider.

B. Eligibility for Leave. An officer who has been employed by the CITY for at least twelve (12) months (not necessarily continuously) and for at least one thousand two hundred fifty (1,250) hours within the previous twelve (12) month period shall be eligible for family leave under this Section.

C. Leaves Available. FMLA leave shall be available for:

- (1) the birth of a child of the officer or placement for adoption or foster care of a child with the officer, in order to care for such child within the first twelve (12) months after birth or placement;
- (2) the serious health condition of the officer, which makes the officer unable to perform the functions of the position;
- (3) care for the spouse, child or parent of the officer, if such spouse, child or parent has a serious health condition, and the officer, is needed to provide such care.

D. Conditions of Leave.

- (1) General Conditions.
 - a. Eligible officers are entitled to up to twelve (12) work weeks of leave during the calendar year for all the specific events listed above.

- b. Prior to use of an unpaid leave for a serious health condition of themselves or a parent, child or spouse, officers are required to use all available accumulated leave (vacation, personal, sick and compensatory time). Prior to use of an unpaid leave for child care after birth or placement of a child, officers are required to use all accumulated leave available for use. Sick leave is not available for child care, in the absence of a serious health condition.
- c. Paid leave taken for FMLA qualifying events, regardless of whether it was vacation, sick, etc., shall be designated as FMLA leave and credited against the twelve (12) week entitlement period.
- d. The CITY shall pay the CITY's portion of health insurance premiums during FMLA leave. Prior to taking unpaid leave, the officer shall make arrangements to pay the officer's portion of insurance premiums, if desired, with the Personnel Department. Premium payments for which the officer is responsible are subject to any change in any rates while the officer is on leave. If the officer's premium payment is more than thirty (30) days late, the CITY may terminate the premium paid coverage from that program. If, in its sole discretion, the CITY pays the officer's share of premiums missed by the officer while the officer is on leave, the CITY may require the officer to reimburse the CITY for such payments.
- e. During any portion of FMLA leave which is without pay, the officer shall not continue to accrue leave benefits. Seniority credits shall be temporarily suspended for any unpaid leave in excess of thirty (30) days.
- f. The CITY may request a sick leave release prior to return to work after an unpaid FMLA leave. The CITY may request periodic reports of the officer's intent and planned date of return to work.
- g. An officer returning from FMLA shall be restored to the same or equivalent position with equivalent pay, benefits and other employment terms. The officer shall not lose any benefit accrued prior to the start of an FMLA leave.
- h. The amount of FMLA leave available to a part-time officer shall be calculated based on the average weekly hours worked during the twelve weeks prior to the start of the paid or unpaid FMLA leave.

(2) Leave for Birth or Placement of a Child.

- a. The officer shall provide notice of the expected date, if known, of the birth or placement of a child at least thirty (30) days in advance. Otherwise, notification of the need for FMLA leave shall be given as far in advance as practical.

- b. An officer may request intermittent leave or leave on a reduced leave schedule for birth or placement and such request may be granted at the discretion of the CITY. Such leave shall not be arbitrarily denied.
- c. If both spouses are employed by the CITY, total FMLA leave taken for the birth or placement of a child shall be limited to twelve (12) work weeks for both spouses combined.

(3) Leave Due to a Serious Health Condition.

- a. If paid or unpaid FMLA leave is requested because of a serious health condition of the officer, the officer's spouse, child or parent, the officer shall provide a certification of serious health condition within fifteen (15) days of request by the CITY. The form of certification shall be as provided in attachment A. If further certification is necessary, in the discretion of the CITY, procedures under the Family and Medical Leave Act of 1993 shall be followed.
- b. The officer shall provide notification of the need for FMLA leave thirty (30) days in advance of planned medical treatment, but in any case as soon as practicable after the need arises. As soon as practicable is normally within two (2) business days after the need for unpaid leave is known.
- c. If the officer requests an intermittent leave or leave on a reduced work schedule, such leave will be granted provided a certification for health care provider documenting the necessity of such leave is provided. The CITY may temporarily transfer the officer to an available alternative position with equivalent pay and benefits if necessary to better accommodate the recurring periods of leave. The amount of intermittent or reduced leave to which the officer is entitled shall be computed according to FMLA regulations.

12.11 MATERNITY LEAVE

An officer who is not eligible for family leave because of insufficient service credits under Section 12.11.B may apply for Maternity Leave. Maternity leave shall be treated as any other disability except for the additional benefits provided in this Section.

Any officer who is or becomes pregnant shall be entitled to a leave of absence without pay for the birth of her child or children and for her period of convalescence immediately following. The length of maternity leave allowed shall be consistent with the recommendation of the employee's physician in consideration of the employee's ability to perform the duties of their position without danger to the health and welfare of the employee and the child.

To be eligible for maternity leave, a pregnant officer must notify her Division Commander of her condition not later than three (3) months prior to her expected date of delivery, and she must provide her Division Commander with a written statement, signed by her

physician, indicating the expected date of delivery. The pregnant officer may continue in her regular employment so long as her physician, upon request by the CITY, states in writing that she is able to perform all duties of her position.

To be eligible for reinstatement, the officer must notify her Division Commander within one (1) month following delivery of her intention to return to work, and she must return to work within at least two (2) months following her delivery, unless she is granted an extended Disability leave upon her physician's recommendation.

Maternity leave shall be considered a leave of absence without pay, and during such leave without pay the officer shall not continue to accrue vacation leave and sick leave, and her seniority credit shall be temporarily suspended. Nothing contained in this Section, however, shall preclude the officer from using any or all of her accumulated sick leave, vacation leave, personal leave and compensatory time and, during the period that the officer is in fact using such accumulated leave, she will continue to receive full pay and benefits, without any interruption of her seniority. Prior to the officer's return to work, she shall be required to obtain and submit, at her expense, a physician's release certifying that she is fit to return to work and perform all the duties of her position. This release must be submitted to the Director of Personnel Services before the officer will be permitted to return to work.

The CITY reserves the right, at its discretion, to verify any physician's statement requested or presented under this Section, and to require the officer to be examined, at the CITY'S expense, by a physician selected by the CITY.

ARTICLE 13

DUTY INJURY LEAVE

13.1 DUTY INJURY LEAVE AND CERTIFICATION

An officer who is temporarily disabled as the result of sickness, accident or injury in the line of duty shall be entitled to the benefits of 5 ILCS 345/.01 et seq. Officers may also be entitled to benefits under the Illinois Worker's Compensation Act provisions. Upon cessation of any such benefits, the officer shall be considered to be on a leave of absence for the duration of such disability, not to exceed two (2) years from the date of disability, or until he/she is determined to be permanently disabled or unable to perform his/her duties as a police officer for the CITY, whichever comes first. If upon expiration of the benefits provided by 5 ILCS 345/.01 et seq., or any other statutory benefit provisions, the officer does not meet the requirements for a disability pension, but remains temporarily unable to perform the duties of a police officer, he/she will be allowed to use accumulated sick leave, accrued vacation time, and any compensatory time off to which he/she may be entitled. Thereafter, he/she shall be given an unpaid leave of absence until a medical determination of fitness to return to duty or the expiration of the two (2) year period of leave, whichever comes first.

While on duty injury leave of fourteen (14) calendar days or less, the officer on duty injury leave shall receive overtime pay for hours worked outside his/her normal scheduled hours as if he/she had worked the normal schedule except for medical examinations or treatments and time spent in medical clinics, hospitals or sheltered care facilities. After fourteen (14) calendar days, the officer may be assigned to a day shift schedule or the officer's normal schedule and shall be compensated for overtime, including required medical treatment, during non-duty hours only outside of shift hours. Upon return to active duty, the officer shall resume his/her normal schedule.

13.2 DUTY INJURY LEAVE RELEASE

Prior to returning to full duty, an officer must obtain and submit a physician's release certifying that he/she is fit to return to work and perform all the duties of his/her position at any time. This release must be submitted to the Director of Personnel Services before the officer will be permitted to return to work.

The CITY shall have the right, at its discretion, to verify the report of the attending physician concerning the fitness of an officer and to require the officer to be examined, at the CITY's expense, by a physician selected by the CITY to determine fitness for duty.

13.3 TEMPORARY TOTAL DISABILITY PAYMENT UNDER WORKER'S COMPENSATION

During such time that an officer is receiving worker's compensation pay, beyond the period provided in 5 ILCS 345/.01 et seq., and provided that they retain and maintain their employment status with the CITY, benefits shall be:

- A. SICK LEAVE, VACATION LEAVE, PERSONAL LEAVE AND COMPENSATORY TIME

Officers receiving worker's compensation pay shall not continue to accrue sick leave, vacation leave and personal leave. They shall retain their accumulated sick leave, vacation leave, personal leave and compensatory time, but they shall not be eligible to use any such accumulated leave. At the time of final settlement of the officer's worker's compensation claim, or at the time of the arbitrator's decision of the officer's worker's compensation claim (if not appealed by the CITY, if the officer has not returned to work, all accrued sick leave, vacation leave, personal leave and compensatory time shall be paid out if requested by the officer.

B. SENIORITY AND LONGEVITY PAY

Officers receiving worker's compensation pay shall have both their employment seniority and their time-in-rank seniority continue uninterrupted. However, they shall not receive any longevity pay increases for which they may be eligible until such time that they return to work.

C. MEDICAL AND LIFE INSURANCE

Officers receiving worker's compensation pay shall still be eligible to participate in the CITY's group medical insurance plan and group term life insurance plan, provided that they pay all of the premium costs for these plans (including the CITY's share).

ARTICLE 14

LEAVES OF ABSENCE

14.1 FUNERAL LEAVE

Officers shall be granted a leave of absence with full pay and benefits in the event of the death of a member of their immediate family, such funeral leave not to exceed a maximum of four (4) consecutive work days.

Requests for funeral leave which do not exceed one (1) work day shall be approved as requested. Requests for funeral leave in excess of one (1) work day shall require the approval of the officer's Division Commander. Such requests shall not arbitrarily be denied.

In the case of a funeral which involves an extreme travel distance, the Police Chief may authorize an additional one (1) work day for funeral leave. Furthermore, in the event of the death of a person who is not a member of an officer's immediate family, but who had a close familial relationship with the officer, the Police Chief may, at his/her sole discretion, authorize funeral leave.

Officers must submit the proper funeral leave request form, either prior to the funeral or immediately following their return to work after the funeral. When officers are unable to complete and submit the proper leave request form in advance of their absence, they are required to notify their Division Commander in advance of their absence. The CITY reserves the right to require an officer to provide documentation establishing proof of death and relationship of the deceased. Failure to give such advance notification, or to provide such documentation when required, may result in an officer's absence being treated as a leave of absence without pay.

While officers are on an approved funeral leave, they shall not be charged for any vacation leave or personal leave which had previously been scheduled, or for any sick leave which may occur.

Following the funeral leave, however, and in the event of emotional stress on the part of an officer as the result of the death in the officer's immediate family, the Police Chief may authorize that the officer use his or her accumulated sick leave.

14.2 JURY DUTY

Officers on active status who are called to serve on a jury before a court empowered by law to require such service shall be reassigned to a work schedule of Monday through Friday, 8:00 a.m. to 5:00 p.m. and shall be required to submit their jury duty pay to the CITY.

Officers who are called for jury duty are required, if possible, to notify their Division Commander at least one (1) week prior to such jury service date so that appropriate staffing arrangements can be made as necessary.

Upon release from jury duty, for the rest of the day, the officer shall report to work.

For any jury service other than petit jury in the Illinois Circuit Court, officers shall be released from duty at or before 11:00 p.m. the day preceding jury duty and shall not be required to work the day or days on which he/she serves.

14.3 INVESTIGATIVE LEAVE

The City Manager may, at his or her discretion, grant or assign an officer an investigative leave in conjunction with and during the period of an investigation into alleged misconduct or criminal activity by the officer. During such investigative leave the officer shall remain available, upon reasonable notice, for meetings, appointments and temporary duties during normal business hours.

Investigative leave shall be considered and treated as a leave of absence with pay, and therefore during such investigative leaves officers shall continue to receive their full pay and benefits, including their scheduled accrual of vacation leave, personal leave and sick leave, and their seniority shall also continue uninterrupted.

14.4 MILITARY LEAVE

Officers who are members of a National Guard reserve unit of the armed forces of the United States, or who are drafted or recalled for military service shall have all the rights and benefits guaranteed under applicable federal and state laws.

Additionally, the employee shall suffer no reduction of benefits during time on leave.

14.5 ADMINISTRATIVE LEAVE

Upon the request of an officer, the officer may be granted an administrative leave by the CITY. All administrative leaves shall be considered and treated as an approved leave of absence without pay, and during such administrative leave without pay an officer shall not continue to accrue vacation leave and sick leave, and the officer's seniority shall be temporarily suspended. Following an approved administrative leave, and upon an officer's return to full employment status, the CITY may reinstate all or part of the vacation leave, sick leave, and seniority credit which were deferred during the administrative leave.

For the purpose of this Section, the following two (2) types of administrative leave shall be differentiated:

1. General Administrative Leave

During a general administrative leave period as approved by the CITY, an officer may elect to use any or all of his/her accumulated vacation leave, personal leave and compensatory time, in which case the officer shall continue to receive full pay and benefits, without any interruption of his or her seniority. This general administrative leave shall not exceed two (2) months.

2. Extended Administrative Leave

Following the conclusion of the general administrative leave, an officer may request an extended period of administrative leave. Such an extension must be approved by the CITY, and unless otherwise authorized by the CITY, this extended administrative leave period shall not exceed two (2) months. During an extended administrative leave, the officer shall not be permitted to use his or her accumulated vacation leave, personal leave or compensatory time, and seniority will be interrupted. Such requests shall not be arbitrarily denied.

14.6 DISCRETIONARY LEAVE

The CITY may grant a leave of absence to any officer. The CITY shall establish the terms, conditions and duration of the leave, including whether or not the leave is to be with pay and benefits (or partial pay and/or partial benefits), whether or not other types of paid leave may be utilized, whether or not vacation leave and sick leave shall continue to be accrued, and whether or not seniority credit shall be extended during the period of the leave.

Such discretionary leaves shall only be granted upon the recommendation of the Police Chief and with the approval of the City Manager, and only when such leave will not adversely affect or interfere with the orderly performance and continuity of municipal services within the officer's Division.

Examples of discretionary leave could include:

- A. Disability Leave
- B. Professional Leave
- C. Educational Leave
- D. Other

14.7 MISCELLANEOUS LEAVE PROVISIONS

A. SUBSTANTIATION OF LEAVE OF ABSENCE

The CITY may require substantiation of any leave of absence or request for leave of absence.

B. PROCEDURE UPON RETURN FROM LEAVE OF ABSENCE

If, upon the expiration of a leave of absence, an officer's position no longer exists, and if the officer would have been laid off or bumped to a different position according to the layoff and bumping procedure except for the leave of absence, then the officer shall either go directly on layoff or to the new position, whichever is appropriate.

14.8 TERMS OF LEAVES OF ABSENCE

When an officer is on a leave of absence with full pay and benefits, he/she will continue to accrue vacation, sick and personal leave hours. Seniority will not be interrupted while the officer is being paid.

When an officer is on a leave of absence without pay, or has exhausted all eligible leave accruals, the accrual of sick and vacation leave hours will cease. Personal leave hours and seniority will be adjusted by the length of the unpaid leave.

Officers who are on an approved leave of absence without pay for thirty (30) days or more shall still be eligible to participate in the CITY's group medical, major medical and hospital insurance plans, provided that they pay all of the premium costs for the plan. Officers on military leave without pay for sixty (60) days or more shall still be eligible to participate in the CITY's group medical, major medical and hospital insurance plans (unless comparable insurance is provided by the military), provided that they pay all of the premium costs for the plan.

14.9 EXPIRATION OF LEAVES OF ABSENCE

When an officer's leave of absence expires, in accordance with the terms of the leave, the officer must secure an additional leave of absence or must return to work, or he/she will be considered absent without leave and be subject to discipline. Any officer who is absent without leave for three (3) or more consecutive work days shall be dismissed.

14.10 EXPIRATION OF LEAVES OF ABSENCE

When an officer's leave of absence expires, in accordance with the terms of the leave, the officer must secure an additional leave of absence or must return to work, or he/she will be considered absent without leave and be subject to discipline. Any officer who is absent without leave for three (3) or more consecutive work days shall be dismissed.

ARTICLE 15

HEALTH INSURANCE

15.1 **GROUP HEALTH INSURANCE**

The CITY shall maintain and make available to all active officers a group health insurance plan. Officers shall receive this health insurance coverage beginning with their first day of employment. Officers may elect health insurance coverage for themselves and their eligible dependents.

The CITY's group medical, major medical and hospital insurance benefits shall be made available to officers through a carrier(s) selected by the CITY.

15.2 **CITY CONTRIBUTIONS**

The CITY shall pay one hundred percent (100%) of the monthly health insurance premium cost for the employee. The CITY shall pay fifty percent (50%) of the monthly medical insurance premium cost for the officer's dependents. The remaining fifty percent (50%) of this monthly medical insurance premium cost for the dependents' medical insurance coverage shall be paid by the officer through payroll deduction.

15.3 **RIGHT TO DETERMINE BENEFITS AND SELECT CARRIERS**

The CITY reserves the right, at its sole discretion, to determine the nature and extent of the group health insurance benefits and to change such benefits at any time.

The CITY also reserves the right, at its sole discretion, to select the carrier through which group health insurance benefits are to be provided, including the self-insurance program, and to change carriers at any time.

Health insurance benefits shall be subject to the provisions of the policies between the CITY and the carrier(s). The CITY agrees that the level of benefits shall remain substantially the same as those in effect at the time of execution of this Agreement, taking into account increases and decreases in level of benefits.

15.4 **COORDINATION AND NON-DUPLICATION OF BENEFITS**

In the event an officer or dependent of an officer is entitled to receive benefits under some other employee insurance plan or employer's self-insurance plan which provides benefits similar or identical to the benefits provided by the CITY in accordance with this Article, the benefits that would be payable under the CITY's medical insurance plan shall be reduced by the amount necessary, if any, so that the sum of all benefits payable under this medical insurance plan and any other group plan shall not exceed the necessary, reasonable and customary expenses for surgical services rendered, and for all other services which are rendered.

If the other employee insurance plan or employer self-insurance plan contains a provision for non-duplication of benefits, then the medical insurance plan or program insuring the individual as an employee will be considered primary, and in the case of

children, the health insurance plan deemed by applicable law to be primary will be so considered.

15.5 SUBSTITUTION OF BENEFITS

The benefits provided by the CITY's health insurance plan shall be in substitution for any and all other insurance plans providing hospital, medical, surgical, sickness, dental and related benefits. It is intended that the benefits provided by the CITY's health insurance plan shall comply with and be substituted for any provisions for similar benefits which are provided under any law now in effect or hereafter in effect.

If any benefits of a similar nature to those provided by the CITY's health insurance plan are required under any law now in effect or hereafter in effect, and if the benefits provided by the CITY's health insurance plan are not considered in substitution for these legally required benefits, then the benefits provided by the CITY's health insurance plan shall be reduced by the amount of such benefits provided by law.

15.6 FAILURE OF INSURANCE CARRIER TO PROVIDE BENEFIT

The failure of any carrier to provide any benefit for which it has contracted shall result in no liability to the CITY or to the UNION, nor shall such failure be considered a breach by the CITY or the UNION of any obligation undertaken pursuant to this or any other Article in this Agreement.

15.7 HEALTH INSURANCE FOR SPOUSES AND DEPENDENTS OF OFFICERS WHO DIE WHILE PERFORMING POLICE DUTIES

The City agrees to provide, without charge, the same health insurance coverage and benefits as is provided to bargaining unit employees to the surviving spouse and all dependents of an officer who dies as a direct result of performing police duties.

A. COVERAGE TO CONTINUE

Such surviving spouse and/or dependents shall continue to be provided the coverage and benefits by the City until, in the case of the spouse, such time as he or she may remarry, and in the case of dependents, until such time as they no longer qualify for coverage under the terms of the plan. Coverage shall continue for those persons covered at the time of the death of the officer and for after born children.

B. COSTS

The costs of such coverage and benefits shall be fully paid by the City.

C. POLICE DUTIES

For purposes of this Section 15.7 only, the phrase "performing police duties" includes patrol, investigative, supervisory, and law enforcement activities in which an officer is engaged in during the normal course of service. The City shall not be required to provide this benefit to the surviving spouse or dependents of

an officer who dies as a result of natural or other causes which are not directly related to the performance of police duties.

ARTICLE 16

LIFE INSURANCE

16.1 **GROUP TERM LIFE INSURANCE COVERAGE**

The CITY shall provide each full-time officer with a twenty thousand dollar (\$20,000) group term life insurance policy. Officers may purchase additional life insurance for themselves and/or their dependents as provided for in accordance with the CITY's life insurance program.

16.2 **RIGHT TO SELECT CARRIERS**

The CITY reserves the right to select the insurance company through which such group term life insurance policy is to be issued, including its own self-insurance program, and to change this insurance carrier.

Benefits shall be subject to the provisions of the policy between the CITY and the insurance carrier.

16.3 **FAILURE OF INSURANCE CARRIER TO PROVIDE BENEFIT**

The failure of any insurance carrier to provide any benefit for which it has contracted shall result in no liability to the CITY or to the UNION, nor shall such failure be considered a breach by the CITY or the UNION of any obligation undertaken pursuant to this or any other Article in this Agreement.

ARTICLE 17

CLOTHING AND EQUIPMENT

17.1 UNIFORMS AND EQUIPMENT

A. UNIFORM AND EQUIPMENT FOR NEW POLICE OFFICERS

The CITY shall provide to all new probationary police officers the same uniform and equipment (with the exception of the off-duty revolver) which is provided at the time of the execution of this Agreement. Changes, additions or deletions to the compliment may be made at any time by agreement of the parties.

B. UNIFORM AND EQUIPMENT FOR PROMOTED OFFICERS

The CITY shall provide all promoted officers with those uniform and equipment items (as specified in Paragraph "A" above) which are unique to their new position classification (rank) and thus required because of such promotion. The CITY shall also provide those promoted officers with any new uniform hardware which they are required to wear.

C. UNIFORM AND EQUIPMENT CHANGES

Should the CITY change the style or color of any of the uniform items (specified in Paragraph "A" above) or require any new uniform or equipment items, then the CITY shall provide such changed or new uniform and equipment items to all officers who are required to have and/or wear them.

D. BULLET-RESISTANT VESTS

The City shall provide all police officers with a bullet resistant vest. Additionally, vests shall be replaced according to the manufacturer's specifications.

17.2 ANNUAL UNIFORM ALLOWANCE

For each fiscal year beginning July 1, each permanent officer shall be eligible to receive an annual uniform allowance of Seven Hundred Dollars (\$700.00). This annual uniform allowance may be used by the officer to dry clean his or her uniform and work clothing, and to purchase those clothing and equipment items set forth in Section 17.4 below.

17.3 ADMINISTRATION AND PAYMENT OF UNIFORM ALLOWANCE

The annual uniform allowance, as set forth in Section 17.2 above, shall be administered and paid as follows:

During each fiscal year, one-half of the above annual uniform allowance shall be paid to each permanent officer in the first full payroll period of July and January. This annual uniform allowance shall be for each fiscal year, beginning at the time a Police Officer completes his or her original appointment probationary period and attains permanent employment status. When a Police Officer attains permanent employment status during

a fiscal year, then the above annual uniform allowance and annual payment shall be prorated accordingly.

Officers who are off duty for any reason for one (1) year prior to payment of the uniform allowance shall not receive the payment. If an officer has been on any leave of absence at the beginning of the fiscal year, no clothing allowance check will be issued until the officer returns to work (not any paid leave, but actual work).

17.4 WEARING OF CLOTHING AND EQUIPMENT

All officers who are provided with clothing and equipment items, as set forth in Section 17.1 above, are required to wear and use these clothing and equipment items in accordance with applicable Police Department Rules and Regulations. Officers are required to report to work with their clothing and equipment items being clean and neat in appearance. Officers shall only be authorized to wear and use their clothing and equipment items while they are on-duty or involved in official CITY business, while they are in transit to and from work and during such other times that they may be otherwise permitted or required by the CITY.

17.5 RETURN OF CLOTHING AND EQUIPMENT

All clothing and equipment items provided to officers, in accordance with Section 17.1 shall remain the property of the CITY. Upon an officer's permanent separation from the service of the CITY, all such items, other than those worn out through normal use, must be returned (or paid for) by the officer before his or her final payroll check will be issued.

17.6 REPAIR OR REPLACEMENT OF DAMAGED APPAREL AND EQUIPMENT

All authorized clothing and/or equipment lost or damaged while an officer is engaged in the proper performance of his or her duties shall be repaired or replaced by the CITY, provided all such repairs and replacements are approved by the Police Chief, who may require that the damaged item be turned over to the CITY before such replacement will be authorized.

Eyeglasses, contact lens, wrist watches and false teeth which are damaged while an officer is engaged in the proper performance of his or her duties shall be replaced in kind by the CITY, subject to the maximum dollar limitations as set forth below, and provided that such replacement is not covered by other applicable insurance policies and provisions:

MAXIMUM DOLLAR LIMITATIONS

Eyeglass frames	\$125.00
Wrist watches	\$ 50.00

17.7 SWAT/BIKE UNIFORMS

The City will issue an initial set of specialized uniforms to new members of the SWAT Team and to full-time Bike officers. The quartermaster system will be used for resupply of uniform items as needed. If, with the approval and consent of the City, unit members decide to change any part of the issued uniform, the City will not be responsible for the

costs of switch-over, but will supply the changed issue in the resupply process, as they are replaced in the ordinary course of business. The City will not reimburse any officers for specialized uniforms which have previously been purchased by the officer.

ARTICLE 18

TRAINING OPPORTUNITIES

18.1 TRAINING OPPORTUNITIES

The CITY is committed to the principle of training for all officers, and particularly officers in positions which require special job knowledge, or involve unique supervisory, technical and other job-related skills. Training for officers may be provided by the CITY through either special on-the-job training programs, or approved off-the-job educational workshops and training seminars.

This training shall be provided to the extent that it is determined to be needed, and insofar as is consistent with the fiscal restraints of the CITY. It shall be scheduled by the Police Chief insofar as it does not adversely affect or interfere with the orderly performance and continuity of municipal services within the Police Department.

When information becomes available concerning a specific educational workshop or training seminar which the CITY desires to have an officer or officers attend, a notice of the workshop or seminar will be posted in the Police Department, giving officers an opportunity to volunteer. Whether or not an officer or officers are actually selected to attend the workshop or seminar, however, and the determination of which officer or officers shall attend, shall be decided by and at the sole discretion of the CITY. Nothing contained in this Section shall be construed or interpreted as requiring the CITY to select an officer or officers to attend a workshop or seminar. In the event such a selection does take place, it shall be made taking into consideration, as appropriate, such factors as the eligible officer's seniority, past job performance, current job assignments, professional career development goals, and the nature of the educational workshop or training seminar as it relates to a particular function area and/or position classification (rank).

18.2 TRAINING COMPENSATION

Notwithstanding the provisions set forth in Section 5.1 (Types of Overtime), when officers attend special on-the-job training programs or approved off-the-job educational workshops and training seminars, they shall be compensated as follows:

A. TRAINING ON SCHEDULED WORK DAYS

When officers attend training programs, workshops and seminars on their scheduled work days, and regardless of whether their attendance is voluntary or required, these officers shall only be eligible for and entitled to receive their regular salary and benefits. Such training which occurs outside an officer's regularly scheduled hours of work shall not be considered or compensated as overtime, unless otherwise authorized by the Police Chief.

B. TRAINING ON SCHEDULED DAYS OFF

When officers are required to attend training programs, workshops and seminars on their scheduled days off, they shall be eligible for and entitled to receive overtime for such training, up to a maximum of eight (8) hours during each scheduled day off.

When officers volunteer to attend training programs, workshops and seminars on their scheduled days off, they shall receive no compensation for such training.

With respect to such training opportunities, and notwithstanding any other provisions of this Agreement, the Police Chief shall have the right to reschedule an officer's shift and days off to coincide with or otherwise compensate for a scheduled training program, workshop or seminar.

In addition to an officer's regular salary and benefits, if the CITY recommends, requests or requires that an officer attend a particular educational workshop or training seminar, the CITY will pay all reasonable and necessary costs associated with the educational workshop or training seminar, including registration, transportation, lodging and meal expenses; provided and to the extent that the educational workshop or training seminar is approved in advance by the City Manager, and the expenses involved are in compliance with the CITY's "Travel Policy".

ARTICLE 19

MISCELLANEOUS PROVISIONS

19.1 **POLICE DEPARTMENT RULES AND REGULATIONS**

The CITY will provide each officer with a copy of the Police Department Rules and Regulations.

The CITY and its representatives, and the officers agree to follow and adhere to all rules, regulations, and general and special orders so long as they are in full force and effect.

19.2 **OFF-DUTY POLICE ACTIONS**

The CITY and the UNION understand and agree that officers are not presumed to be subject to duty twenty-four (24) hours per day. Any actions taken by a member of the police force on his/her time-off which would have been taken by an officer on active duty if present or available, provided such actions were in conformance with applicable laws, CITY policies and procedures, and Police Department Rules and Regulations, shall be considered as a police action, and the officer shall have all rights and benefits concerning such action as if he/she were then on active duty.

It is understood and agreed by the parties to this Agreement, however, that this Section and the rights and benefits referenced above shall not apply to any police actions which are taken by an officer while that officer is in the employment of, or engaged in prearranged private police protective services with or without pay for, any person or entity other than the City of Champaign.

19.3 **CIVIL SUITS AGAINST OFFICERS**

In the event of any civil suit against an officer seeking damages on account of injury to the person, property or civil rights of another person, which suit arises out of the performance of police duties, provided that such duties were in conformance with applicable laws, CITY policies and procedures, and Police Department Rules and Regulations, the CITY shall:

- A. At the CITY's expense, designate and provide an attorney to provide the defense of the suit; and
- B. Indemnify the officer for any and all claims, damages, liability and costs which may arise therefrom.
- C. The City may choose to provide such legal representation for and/or indemnification of the officer by and through policies of insurance, by self-insuring or by a combination of both.

In the event of any such civil suit for which the CITY is required to provide a defense and indemnification, the officer shall, within ten (10) calendar days of service or process, file a written request for such defense and indemnification with the City Clerk and the City Attorney, attaching such process as has been served to the written request.

In the event of settlement of any such civil suit, the CITY shall provide the officer with a copy of any release obtained.

19.4 SCHOOL PAYBACK

School “payback” day requests for regularly scheduled training such as monthly SWAT, Sniper, EOD or Crime Scene Unit training may only be submitted every three (3) months on the first of the month for the subsequent three (3) months, with the first (1st) quarter beginning the month that shift sign up takes effect. Every attempt will be made to give the “payback” day within the two (2)-week pay period. Officers attending other departmental ordered training schools or seminars other than regularly scheduled training may submit a school “payback” request for any day during the two (2)-week pay period that the school is attended, with the lieutenant having the final authority to determine the payback day based on shift standing.

The Department will reasonably limit the number of weekend days that may be selected as school payback days.

Notwithstanding the foregoing, night shift officers who are scheduled for training the following day shall be released from duty the night before the training consistent with current practice.

19.5 PENSION OBLIGATION

The City of Champaign will abide by state statute and the Illinois State Constitution in maintaining appropriate funding for the Pension Fund applicable to Police Pension members.

ARTICLE 20

PERSONNEL FILES

20.1 TYPES OF PERSONNEL FILES

A. EMPLOYEE FILE

The CITY's Director of Personnel Services shall keep and maintain an "employee file" for each individual officer. This "employee file" represents and shall be considered as the CITY's official personnel file for each officer.

B. SUPERVISOR'S FILE

Supervisors may keep and maintain a "supervisor's file" for each of the officers under their supervision. This "supervisor's file" may contain job-related information which will benefit the supervisor when he/she is preparing an officer's performance evaluation.

Both the "employee files" and the "supervisor's files" shall be considered and treated as confidential.

20.2 ACCESS TO PERSONNEL FILES

In accordance with applicable law, access to "employee files" and "supervisor's files" shall be governed and restricted as follows:

A. OFFICERS AND UNION REPRESENTATIVES

Officers shall have the right, upon request, to review the contents of their "employee file" and "supervisor's file". Officers may be accompanied by a UNION representative, if they so wish. In the absence of the officer, however, a UNION representative may only review an officer's personnel files when that officer has given his or her written authorization for the designated UNION representative to do so.

An officer and his/her designated UNION representative may review the content of the officer's personnel files during regular work hours (if applicable) with no loss in pay for the time spent, provided that they have properly requested and been authorized by their respective supervisors to be temporarily absent from duty. Officers and/or designated UNION representatives shall be allowed a reasonable period of time for this purpose, and reasonable requests to copy documents in an officer's personnel files shall be honored.

B. OTHER AUTHORIZED PERSONS

The following persons shall also be authorized to review the contents of an officer's personnel files:

1. Supervisory and administrative employees in the direct chain of command above the officer, up to and including the Police Chief and the City Manager, and their designated representatives.
2. The Director of Personnel Services and the staff of the Personnel Services Department directly under his/her supervision.
3. The Board of Fire and Police Commissioners and the ex-officio Clerk of the Board.
4. The City Attorney and his/her designated representatives.
5. Other persons who may be authorized by law or by a subpoena issued by a court of competent jurisdiction.

An officer's "employee file" in the Personnel Services Department shall be available for examination and review during regular CITY business hours. An officer's "supervisor's file" in the Police Department shall be available for examination and review during such time period as may be arranged with the respective supervisor.

20.3 PLACEMENT OF ITEMS IN PERSONNEL FILES

Officers shall be simultaneously notified in writing when anything other than of a routine nature is placed in their personnel files.

A copy of any disciplinary action or material related to job performance which is placed in an officer's personnel files shall be made available to the officer prior to or at the same time that it is placed in the personnel files. No citizen complaint shall be placed in an officer's personnel files unless the complaint is accompanying a specific disciplinary action related to the complaint.

It is understood and agreed by the CITY and the UNION that officers may attach explanatory statements to any materials placed in their personnel files, including disciplinary actions.

20.4 REMOVAL OF ITEMS FROM EMPLOYEE FILE

Written reprimands shall be removed from that officer's employee file once a period of two (2) years passes without the officer receiving any further disciplinary actions (including those which may be imposed for unrelated causes). The reprimands so removed shall not be used in disciplinary matters except when an officer alleges the absence of reprimands when they exist in fact.

This removal of written reprimands shall be made at the request of the officer, provided that such written reprimands which are eligible for removal, but not requested to be removed, shall not be used later against the officer, except as provided above.

ARTICLE 21

SENIORITY

21.1 DEFINITION OF SENIORITY

A. EMPLOYMENT SENIORITY

The term "employment seniority" is an officer's length of continuous service with the CITY since the officer's last day of hire, less any adjustments due to layoff, approved leaves of absence without pay or absences without leave. An officer's length of continuous service with the CITY includes all years of service, including any years during which the officer was in a non-bargaining unit position and/or in a position represented by another bargaining unit.

B. TIME-IN-RANK SENIORITY

Time-in-rank seniority is an officer's length of continuous service with the CITY in his or her present position classification less any adjustments due to layoff, approved leaves of absence without pay or absences without leave.

In case of an officer who has been bumped or demoted to a lower-rated position classification that officer's time-in-rank seniority shall be considered to be his or her length of continuous service with the CITY in that particular position classification since his or her original appointment or promotion to that position classification, including the time the officer was in the position classification from which he or she was bumped, demoted or returned.

21.2 APPLICATION OF SENIORITY

A. EMPLOYMENT SENIORITY

Employment seniority shall be used in determining an officer's eligibility for and the appropriate rate of longevity pay, the officer's appropriate rate of vacation leave accrual and the officer's eligibility for and the appropriate percentage payment of accumulated sick leave upon separation from service.

B. TIME-IN-RANK SENIORITY

Time-in-rank seniority shall be used in determining an officer's order of preference or priority with respect to the shift and days off assignment procedure, the vacation leave scheduling procedure, reassignment from special duty to patrol due to reduction in number of positions, and the layoff and bumping procedure.

If two (2) or more officers have the same time-in-rank seniority, then the officer's position on the eligibility list for their present position classification will be considered, and next their employment seniority will be considered.

The use of seniority for other purposes is strictly prohibited unless mutually agreed otherwise.

21.3 TERMINATION OF SENIORITY

An employee's seniority shall terminate when an employee resigns; retires; is discharged; is dismissed; engages in an illegal work stoppage, slowdown or related job action; or otherwise leaves the employment of the CITY.

21.4 SUSPENSION OF SENIORITY

An employee's seniority shall be adjusted for the period of time he/she is placed on layoff status (or elects a layoff in lieu of bumping a less senior employee); is on an unpaid leave of absence for thirty (30) consecutive days or more; or is absent without leave for three (3) consecutive work days or longer.

21.5 SENIORITY LIST

The CITY shall maintain a current roster of the officers covered by this Agreement, showing the current position classification (rank) and applicable employment and time-in-rank seniority dates for each officer. This roster shall be made available for inspection by an authorized UNION representative at all times during regular CITY business hours.

The CITY shall post an updated and current "Seniority List" in the Police Department during the month of January. The "Seniority List" shall show the position classification (rank) and employment and time-in-rank seniority dates for each officer. A copy of this "Seniority List" shall be furnished to the UNION when it is posted.

Any objections to the "Seniority List" shall be reported in writing to the Director of Personnel Services within thirty (30) days of the date of its posting, otherwise the "Seniority List" shall stand approved as posted and shall not be subject to subsequent challenge or grievances by either an officer, the UNION, or the CITY.

ARTICLE 22

SHIFT AND DAYS OFF ASSIGNMENT PROCEDURE

22.1 SHIFT AND DAYS OFF LISTS

Each year the Police Chief shall post a blank "Shift and Days Off Sign-Up Lists" for each duty shift in the Patrol Division. There shall be separate lists posted for each position classification (rank), and each list shall designate the number of positions available on each duty shift and indicate which days off are available for each position. All position classifications (ranks) included in the bargaining unit and subject to this Agreement shall be included and differentiated on the lists.

These blank "Shift and Days Off Sign-Up Lists" shall be posted on or before December 1 of each year and shall be removed by the following January 1, or at such time as the lists have been completed. The lists shall be finalized by the Police Chief, posted and become effective as of the end of the first week of the biweekly payroll period during which February 1 occurs.

These final "Shift and Days Off Lists" shall indicate the shift and days off assignments for all eligible officers in the Patrol Division for a period of one (1) year.

All sergeants will select shifts and days off on the basis of their "time-in-rank seniority".

Officers designated as Field Training Officer (FTO) within the Field Operations Bureau will select their shifts in accordance with their seniority. However, the CITY shall limit the number of FTO sign-up slots on each shift to the following: three (3) FTO slots each for the 1st, 2nd and 3rd shifts, and two (2) FTO slots for the 4th shift. Likewise, non-FTO officers may not fill slots reserved for FTOs. FTO slots will not have pre-designated days off; that is, their days off will be selected in the normal progression of shift sign-up. Should an officer who has participated in the sign-up as an FTO decide that he or she no longer wishes to be an FTO, he or she may be reassigned to another shift for the remainder of the year.

22.2 SHIFTS AND DAYS OFF SELECTION

Police Officers with less than three (3) years of commissioned service in the Champaign Police Department as of January 1 of each year shall not be eligible to participate in the sign-up procedure. The Police Chief shall determine the shift and days off assignment for each of these Police Officers. The Police Chief may change the shift and days off assignment of any of these Police Officers during the year.

All other officers shall, in the order of their "time-in-rank seniority," sign one (1) of the appropriate "Shift and Days Off Sign-Up Lists", indicating the shift and days off assignment of their choice. If for any reason an officer cannot be available to sign the list, then that officer shall notify the Police Chief in writing, during the sign-up period, of his or her shift and days off preference.

The percentage of slots on a given shift to be filled by seniority sign-up will approximate the percentage of officers to be assigned to patrol shifts who have more than three (3) years' experience at the time of the sign-up. For example, if sixty percent (60%) of all

officers to be assigned to shifts have three (3) or more years of experience (i.e. eligible for sign-up) sixty percent (60%) of all slots on each shift will be reserved for seniority sign-up.

22.3 SHIFT AND DAYS OFF IMPLEMENTATION

With respect to the implementation of the new shift and days off assignments of officers in the Patrol Division, the following shall apply:

- A. Each such transition between the annual shift and days off assignment periods shall be scheduled to occur as of the end of the first week of the biweekly payroll period during which February 1 occurs.
- B. Shift commanders shall make every possible and reasonable effort to accommodate requests for time off or shift trades during the implementation period, and especially those requests submitted by officers who will be changing their duty shift and/or scheduled days off during the shift and days off assignment transition.
- C. In no case shall an officer be required to work two (2) full back-to-back duty shifts, or more than eight (8) consecutive work days, during the biweekly payroll period.
- D. During both the payroll week immediately preceding and the payroll week immediately following the shift and days off assignment transition, the "normal" work days, work weeks and duty shifts shall not apply, and that therefore during each such payroll week officers shall only be paid for that time which they actually work (including any paid leave time), and they shall only be eligible to receive overtime pay if they work in excess of forty (40) hours (including any paid leave time).

22.4 CHANGES BY THE POLICE CHIEF

The Police Chief shall also have the authority to effect a duty shift change for an individual officer if an unusual or emergency situation should arise for that particular officer or if a duty shift change does not affect another officer's seniority rights under this Article.

If, in order to provide for the orderly functioning of the Police Department, the Police Chief deems it necessary to effect a duty shift change for any officer covered by this Agreement, such duty shift change may be made upon seven (7) business days notice to the officer(s); provided an extraordinary emergency does not exist, in which case the Police Chief may waive this notice requirement.

22.5 INVESTIGATIONS ASSIGNMENTS

Officers who are investigators shall be afforded the right to annually bid on their assignment in investigations (i.e., general crimes section or juvenile section) based upon their seniority/length of service as an investigator. Such bidding shall occur during the month of May and assignments shall take effect the following July. Seniority/length of service as an investigator shall also be used for purposes of selecting vacations, days

off, and shifts in investigations. For a period not to exceed three (3) years from the date of initial assignment as an investigator, investigators may be assigned to the juvenile section or general crimes section in the discretion of the Department. At the conclusion of such three year period, investigators shall be permitted to participate in the next scheduled annual bid for assignments to general crimes and juvenile section based on their seniority/length of service as an investigator.

ARTICLE 23

OVERTIME ASSIGNMENT PROCEDURE

23.1 OVERTIME ASSIGNMENT PROCEDURES

A. INVESTIGATIONS DIVISION

In the Investigations Division of the Special Operations Support Bureau, "Overtime Sign-Up Lists" shall be established, posted and kept current by the Command Officer. There shall be separate "Overtime Sign-Up Lists" for Police Officers and Police Sergeants. All officers in this Division who wish to be considered for overtime work may sign the appropriate "Overtime Sign-Up List. Officers may also request in advance that their names be removed from these "Overtime Sign-Up Lists".

The Command Officer shall call or contact the off-duty officers named on the "Overtime Sign-Up List" on a continuous rotating basis, beginning with the officer next in order to be called or contacted. If this officer is unavailable or unable to work the overtime, then the next officer named on the "Overtime Sign-Up list shall be called or contacted. This procedure shall be repeated as necessary until the number of officers required for the overtime work have been selected or all names on the list have been called.

B. PATROL DIVISION

In the Patrol Division of the Field Operations Bureau, "Overtime Sign-Up Lists" shall be established, posted and kept current by the Command Officers in charge of each duty shift. There shall be separate "Overtime Sign-Up Lists" for each duty shift, and for each duty shift there shall be separate "Overtime Sign-Up Lists" for Police Officers and Police Sergeants. All officers who wish to be considered for overtime work on a particular duty shift may sign the appropriate "Overtime Sign-Up List" for that duty shift, regardless of their current duty shift assignment so long as it is consistent with their current rank. Officers may also request in advance that their names be removed from these "Overtime Sign-Up Lists".

When a duty shift Command Officer in this Division learns more than four (4) hours in advance of the beginning of a duty shift that officers are needed or are going to be needed to work overtime, the Command Officer shall call or contact the off-duty officers named on the "Overtime Sign-Up List" on a continuous rotating basis, beginning with the officer next in order to be called or contacted. If this officer cannot be personally contacted or is unavailable or unable to work the overtime, then the next officer named on the "Overtime Sign-Up List" shall be called or contacted. This procedure shall be repeated as necessary until the number of officers required for the overtime work has been selected or all names on the list have been called.

In the case of a less than four (4) hour advance notice of the necessity for overtime, however, the Command Officer may give first priority to those officers on the preceding duty shift for which the overtime work would represent a hold-

over. Officers shall be selected to be held over for two (2) hours or more on a voluntary basis with these assignments provided on a seniority rotating basis when there are an excessive number of volunteers for duty. Where the overtime assignment is expected to be less than two (2) hours in duration, the shift Command Officer may order any officer to work hold-over overtime. In the case of two (2) hours or less overtime work which is needed prior to the conclusion of a duty shift, the Command Officer may give first priority to those officers who are scheduled to work on the following duty shift for which the overtime work would represent a call-back for an early duty shift start.

When an officer declines (other than for a legitimate reason) or is frequently unavailable for such overtime work when it is offered, the Command Officer may remove that officer's name from the "Overtime Sign-Up List", provided that he/she has given the officer advance written warning.

If a Command Officer calls all of the off-duty officers on an "Overtime Sign-Up List", and determines that additional officers are still needed, then he/she may call such other off-duty officers as he/she determines to be appropriate, and if necessary, such overtime work may be considered and treated as mandatory.

In the case of a major special event or emergency situation which requires a shift call-back or hold-over, the above overtime assignment procedures may be waived. When overtime work of a specialized nature is involved, then the Command Officer may give first priority to those officers who have the required knowledge, skills or abilities necessary to perform the specialized work.

The sole remedy for the failure to properly offer overtime to an off-duty officer on an "Overtime Sign-Up List" shall be that the officer shall be the first to be offered overtime at the next opportunity.

ARTICLE 24

POSITION VACANCIES AND NEW INTERNAL SUB-UNITS

24.1 POSTING REQUIREMENT

Whenever a position is to be filled from outside of the Special Operations Support Bureau or a new internal sub-unit is to be created, a notice of the position vacancy or the new internal sub-unit shall be prepared and posted on the designated union bulletin board for at least two (2) weeks. Such notice shall include relevant information concerning the position vacancy, the qualifications (including rank) which are necessary for consideration, and the anticipated effective date of the implementation or assignment. This posting requirement may be waived in the case of a position vacancy involving a special duty assignment which is to be filled for three (3) months or less. It is not the intent of the CITY to circumvent or avoid the normal assignment procedure through the use of such short-term assignments.

24.2 SELECTION GUIDELINES

The positions referenced above shall not be filled with probationary Police Officers. All qualified officers within the Police Department may make application to the Police Chief before the conclusion of the above referenced two (2) week posting period. The Police Chief will consider all qualified applicants within the Police Department, before other selection avenues are utilized. The selection procedure for assigned positions, specifically the components and the weight of each component, shall be posted prior to any selection.

ARTICLE 25

TEMPORARY UPGRADING

25.1 NEED FOR TEMPORARY UPGRADING

To assure the orderly performance and continuity of municipal services within the Police Department, the CITY may elect to temporarily upgrade officers on an acting basis to positions of a higher rank. For the purpose of this Article, it is understood that temporary upgradings may be authorized and made in order to fill or compensate for temporary position vacancies, which may exist for any of the following reasons:

- A. A position is permanently vacant and is scheduled to be filled by a regular commissioned officer, and a short period of time is required so as to proceed with and complete the normal selection and appointment procedure.
- B. The position is temporarily vacant, although permanently filled, because the officer currently assigned to it is on an approved leave of absence (i.e., vacation leave, sick leave, duty injury leave, military reserve leave, educational leave, maternity leave, or other type of temporary leave of absence).

It is not the intent of the CITY to circumvent or avoid the normal appointment or promotion process, and therefore the CITY agrees that it shall not use temporary upgrading for this purpose. In this same regard, the CITY shall make every possible and reasonable effort to fill position vacancies in a most expeditious manner, and to keep the need for such temporary upgradings to a minimum. However, for the purpose of this Article and this Agreement, it is understood that whether or not a position vacancy is to be temporarily filled shall be determined by and at the sole discretion of the City Manager. In this same regard, nothing contained in this Article or this Agreement shall be construed or interpreted as requiring the CITY to fill a temporary position vacancy.

The various provisions of this Article shall apply to temporary position vacancies involving both the bargaining unit position classification (rank) of Police Sergeant, as well as the non-bargaining unit position classification (rank) of Police Lieutenant. The provisions of this Article shall not apply to temporary position vacancies involving any other position classifications (including both non-bargaining unit position classifications, as well as position classifications in other bargaining units), even when such temporary position vacancies are filled on a temporary upgrading basis by officers from this bargaining unit.

25.2 SELECTION FOR TEMPORARY UPGRADING

It is understood and agreed by the parties to this Agreement that no temporary upgrading may be required so long as at least one (1) officer of Command rank is on duty by Division, or by duty shift within the Field Operations Bureau. In this regard, no temporary upgrading of a Police Officer to the rank of Police Sergeant may be required if a superior officer of any rank is on duty within the Police Officer's individual chain of command.

The selection of an officer for temporary upgrading shall be made from within the same Division, or from within the same duty shift in the Field Operations Bureau, that the temporary position vacancy occurs. In the case of a temporary upgrading Police Officer

to Police Sergeant which exceeds (or is expected to exceed) two (2) weeks, or from Police Sergeant to Police Lieutenant which exceeds (or is expected to exceed) three (3) weeks, however, such selection shall be made from within the entire Police Department. Such selection shall be made by and at the sole discretion of the Police Chief, taking into consideration the applicable promotional eligibility list; the knowledge, skill and ability requirements of the position to be filled; and the qualifications, job performance, and seniority of those officers eligible for the temporary upgrading.

No officer shall be temporarily upgraded more than one (1) rank, and all officers shall have the option to refuse temporary upgrading without prejudice when it is offered.

25.3 COMPENSATION FOR TEMPORARY UPGRADING - OFFICER TO SERGEANT

When Police Officers are temporarily upgraded to and acting in the position classification (rank) of Police Sergeant, they shall be eligible to receive temporary upgrading pay for the total duration of their temporary upgrade assignment. The temporary upgrade in pay which these eligible officers shall receive, retroactive to the beginning of the temporary upgrading assignment, shall be as follows:

Police Officers who are temporarily upgraded to the rank of Police Sergeant shall receive the Police Sergeant rate of pay during their temporary upgrading assignment, which rate of pay shall be in lieu of (and not in addition to) their regular Police Officer rate of pay.

25.4 COMPENSATION FOR TEMPORARY UPGRADING - SERGEANT TO LIEUTENANT

Police Sergeants shall be temporarily upgraded to and acting in this position classification (rank) of Police Lieutenant only when this temporary position vacancy is expected to exceed three (3) weeks. The acting Lieutenant shall regularly and routinely perform all or substantially all of the responsibilities and duties of this position classification of Lieutenant. This acting Lieutenant shall be paid including overtime and compensatory time and shall accrue leave benefits on the same basis of persons regularly assigned to the position classification of Lieutenant. (Non-bargaining unit exempt). Pay shall be one hundred fifteen percent (115%) of the Acting Lieutenant's regular rate of pay as Police Sergeant. All other provisions of this Agreement shall apply to Acting Lieutenants.

7.4 TEMPORARY UPGRADE PAY

The rate of pay for a temporary upgrade, in accordance with Article 25.3, shall be as follows:

Police Officer upgraded to Sergeant earns Sergeant regular hourly rate of pay for the period of the upgrade.

Police Sergeant upgraded to Lieutenant earns one hundred fifteen percent (115%) of his or her regular rate of pay.

ARTICLE 26

SELECTION AND APPOINTMENT

26.1 SELECTION AUTHORITY

The selection of commissioned officers from within the Police Department to fill positions determined by the CITY to be vacant shall be made by the Police Chief.

26.2 SELECTION PROCESS FOR POLICE OFFICER

The CITY shall determine the selection process to be used in filling position vacancies involving the police officer position, including but not limited to the demotion of an officer in the Police Sergeant position to the Police Officer position.

26.3 SELECTION PROCESS FOR POLICE SERGEANT

In filling a position vacancy of Police Sergeant, the Police Chief shall consider and select from among the top three (3) Police Officers then named on the Police Sergeant eligibility list. The Police Chief shall not pass over an officer named on the Police Sergeant eligibility list more than three (3) times.

ARTICLE 27

RESIDENCY REQUIREMENT

27.1 RESIDENCY REQUIREMENT

Officers are not required to maintain a place of residence within the City of Champaign, or within any other geographic limitations; however, officers must provide the Director of Personnel Services with a current address within two weeks of any change of residence. It is explicitly agreed and understood that inability to report to work, report to work on time, or to remain on duty may constitute cause for disciplinary action as stated in other provisions of this Agreement, regardless of the location of an employee's residence. The UNION further agrees to make all reasonable efforts to ensure that attendance, punctuality and responsiveness to emergency situations do not suffer and to assist in addressing any problems which may arise due to this provision.

ARTICLE 28

PROBATION AND PROBATIONARY PERIODS

28.1 PURPOSE OF PROBATIONARY PERIOD

Police Officers and Police Sergeants are required to successfully complete a probationary period. This probationary period represents a period of time during which these officers demonstrate their ability to satisfactorily perform the duties and/or accept the responsibilities of their new position classification (rank).

During their probationary period, Police Officers and Police Sergeants shall be on "probationary officer status" in their new position classification (rank). Upon the successful completion of their probationary period, these officers shall be considered as having attained "permanent officer status" in their new position classification (rank).

28.2 TYPES OF PROBATIONARY PERIODS

A. ORIGINAL APPOINTMENT PROBATIONARY PERIOD

Persons from outside the commissioned service of the Police Department who are appointed to the Police Officer position classification (rank) must successfully complete an "original appointment probationary period".

The original appointment probationary period for newly appointed Police Officers shall be fifteen (15) months, unless this probationary period is extended or terminated.

B. PROMOTIONAL PROBATIONARY PERIOD

Police Officers who are promoted to the Police Sergeant position classification (rank) must successfully complete a "promotional probationary period".

The promotional probationary period for newly promoted Police Sergeants shall be six (6) months, unless this probationary period is extended or terminated.

28.3 EXTENSION OF PROBATIONARY PERIOD

The Police Chief may extend a Police Officer's or Police Sergeant's probationary period by up to three (3) additional months when he/she determines that such an extension is necessary so as to properly and fully evaluate the officer's job performance and determine whether or not that Police Officer can completely and satisfactorily perform the duties and accept the responsibilities of his/her new position classification (rank).

The Police Chief may also extend an officer's probationary period as necessary so as to properly compensate for any authorized leaves of absence or other approved breaks in service taken by the officer during the probationary period.

28.4 PERFORMANCE EVALUATIONS FOR PROBATIONARY POLICE OFFICERS AND SERGEANTS

During the probationary period, a Police Officer's or Police Sergeant's job performance will be observed and evaluated by his/her immediate supervisor(s) and other Command Officers in the Police Department.

All probationary officers and sergeants shall receive an evaluation of their job performance at or near the mid-point of their probationary period, at or near the end of their probationary period, and at such other times during their probationary period as the CITY may determine to be necessary.

Should a probationary officer's job performance be judged unsatisfactory, either during or at the conclusion of the officer's probationary period, the CITY may dismiss the probationary officer.

Should a probationary sergeant's job performance be judged unsatisfactory, then the officer may be subject to dismissal or demotion according to Article 31 (Demotion and Dismissal).

ARTICLE 29

EMPLOYEE PERFORMANCE EVALUATIONS

29.1 EMPLOYEE PERFORMANCE EVALUATION REPORTS

In accordance and consistent with the CITY's Personnel Manual, all officers shall be entitled to and provided with a periodic evaluation of their job performance. All employees' evaluations shall be completed during February and March of each year. The Police Chief shall be responsible for the equitability of these evaluations. In carrying out this responsibility, the Police Chief shall conduct periodic training sessions for all officers, including those outside of this bargaining unit, who will be involved in filling out the CITY's "Employee Performance Evaluation Reports" for Police Department personnel. These "Employee Performance Evaluation Reports" are to be completed at least annually for each officer.

Officers shall be evaluated by their immediate supervisor. In the case of Police Sergeants working on the fourth duty shift, however, their "Employee Performance Evaluation Reports" shall be prepared jointly by both of their supervisors. These evaluations shall not be considered as the sole basis of discipline or promotion.

29.2 OPPORTUNITY TO REBUT OR EXPLAIN

All bargaining unit officers shall have the opportunity to file a written explanatory or rebuttal statement as to any performance evaluation report (or portion thereof) with which they disagree, or which they believe requires further explanation.

29.3 TIMELINESS OF PERFORMANCE EVALUATIONS

The CITY shall make all reasonable efforts to complete employee performance evaluations in a timely manner. The CITY agrees that no personnel transfers, assignments or promotions will be made until the scheduled performance evaluations of all bargaining unit officers who have applied have been completed in accordance with this Article.

29.4 PERFORMANCE IMPROVEMENT PLANS

In the event that the Department determines an officer's performance needs improvement, he or she may be given a "performance improvement plan" which shall specify the area or areas of performance which require improvement. The performance improvement plan shall include specific goals and objectives which will improve the officer's performance and shall identify the steps which the Department will take in order to assist the officer in meeting those goals and objectives. The Department shall take reasonable steps to provide counseling and/or training, as may be appropriate, to assist the officer in meeting the requirements of the "performance improvement plan."

ARTICLE 30

LAYOFF, BUMPING, RECALL AND REINSTATEMENT

30.1 LAYOFF

A layoff is a non-voluntary separation of an officer(s) due to a reduction in the number of officers in the work force. Layoffs can be permanent or temporary and may be enacted by the CITY due to the elimination of a position(s) due to lack of work, lack of funds or a combination of both; the elimination of a position(s) due to a merger, reorganization, consolidation of jobs, installation of new equipment or machinery, curtailment or replacement of existing facilities, the development of new facilities or the contracting of services; or other reason determined by the CITY.

Layoffs shall be considered temporary until an employee has been laid off for a period of three (3) years, at which time the layoff shall be considered permanent.

30.2 ORDER OF LAYOFF

When the CITY determines that it is necessary to layoff an officer or officers in any position classification (rank), employees shall be laid off from that position classification (rank) in the reverse order of their seniority.

30.3 NOTICE OF LAYOFF

Officers to be laid off shall be given a thirty (30) day notice prior to the effective date of their layoff. The CITY agrees to allow officers to be laid off to use accrued vacation leave, personal leave and/or unused compensatory time off (as provided in this Agreement) to seek other employment during their thirty (30) day notice period.

30.4 BENEFITS DURING LAYOFF

Officers on layoff status may request and use their accrued, unused vacation leave, personal leave and compensatory leave (subject to the terms of this Agreement). If an officer on layoff is appointed to another position outside the bargaining unit, the officer's layoff status and recall rights shall not be terminated until one (1) year has passed since the effective date of the layoff.

30.5 TERMINATION OF LAYOFF STATUS

An officer's layoff status and recall right shall be terminated (and considered dismissed) when the officer fails to report for work when recalled. An officer's layoff status shall automatically be terminated (and the officer considered dismissed) after three (3) years have passed since the effective date of the layoff.

30.6 BUMPING

An officer scheduled to be laid off may displace another officer with less seniority in a lower-paying position classification within the bargaining unit which they have previously held on a permanent basis and with the corresponding reduction in salary. An officer may also elect to be laid off rather than bumping a less senior employee.

The CITY and the UNION further agree that sworn/commissioned Police personnel in non-bargaining unit position classifications may bump into a bargaining unit position, thereby displacing the bargaining unit officer.

30.7 RECALL AND REINSTATEMENT

A. RECALL

Recall means allowing a laid off officer to return to the active work force. Officers on layoff shall be recalled in the order of their seniority.

B. REINSTATEMENT

Reinstatement means allowing an officer who has been bumped to a lower paying position classification to return to his/her previous position classification held at the time of being bumped.

Officers who are reinstated shall be reinstated in the order of their seniority. No officers shall be promoted within the bargaining unit until the bumped officers have been given an opportunity to return to their position classification held at the time they were bumped.

C. RECALL NOTIFICATION

The CITY shall send a written notice of recall by certified mail to the officer's last known address. The officer must notify the CITY in writing within seven (7) calendar days of the date of the notice of his/her desire to return to work. The officer must then report to work as directed by the CITY within fourteen (14) calendar days of the date of acceptance of the recall.

If an officer fails to respond to a notice of recall or fails to report to work within the designated time limits, then the officer's layoff status shall be terminated and the officer shall be dismissed. The CITY shall consider documented, extenuating circumstances in enforcing these time limits.

ARTICLE 31

DEMOTION AND DISMISSAL

31.1 DEMOTION

A "demotion" represents the reassignment of an officer from his/her present position classification (rank) to a lower-rated position classification (rank) for non-disciplinary reasons.

A. VOLUNTARY DEMOTION

Sergeants may submit requests for voluntary demotions to the Police Officer position classification (rank) at any time, regardless of whether or not a position vacancy exists for the requested position classification (rank) at the time they submit their requests.

B. INVOLUNTARY DEMOTION

Sergeants may be demoted to the Police Officer position classifications (rank) because of a required reduction in the number of officers in the Police Department. Such demotions shall be made according to the provisions outlined in Article 30 (Layoff, Bumping, Recall and Reinstatement).

31.2 DISMISSAL

A "dismissal" represents the involuntary termination of an officer for non-disciplinary reasons, including unsatisfactory job performance.

A. NON-APPEALABLE DISMISSAL

When officers are dismissed due to one of the reasons set forth below, such dismissal is considered as being automatic and/or unavoidable. Consequently, dismissals for the following reasons shall not be subject to the appeal process set forth in Article 33 (Grievance and Appeal Procedures):

1. Termination or Elimination of an Officer's Position

Officers who are laid off but elect not to go on layoff status following the termination or elimination of a position(s) within the Police Department shall be dismissed.

2. Conclusion or Termination of an Officer's Layoff Status

Officers on layoff status who voluntarily terminate their layoff status, or else fail to respond or return to work when recalled, shall be dismissed.

3. Absence Without Leave For Three (3) Consecutive Work Days

Officers will be considered to be absent without leave when they:

- a. Fail to report to work for any work day, or part of a work day, that they are scheduled to work, unless a leave of absence has been authorized.
- b. Fail to return to work following the termination of an authorized leave of absence, unless an extension of that leave has been approved.

4. Probationary Police Officers

Probationary police officers deemed to have unsatisfactory job performance shall be dismissed.

B. APPEALABLE DISMISSAL

Police Officers and Police Sergeants who have attained permanent officer status shall be subject to dismissal because of unsatisfactory job performance. Unsatisfactory job performance shall mean the officer's failure to meet the minimum job requirements of the position classification (rank) for which he/she has attained permanent officer status. Such determination shall be based upon bona fide and identifiable occupational standards, which standards may be subjective as well as objective, and may include, but shall not necessarily be limited to, such performance criteria as job knowledge, job aptitude, job attitude, quantity of work, quality of work, physical or medical fitness for duty, relations with the public, relations with other officers and employees, communications skills, initiative, resourcefulness and dependability.

When the Police Chief believes that a permanent officer's job performance is unsatisfactory, he/she shall notify that officer in writing as to those areas of the officer's job performance which need improvement, and the Police Chief shall provide that officer with a special three (3) month evaluation period during which time the officer shall be given an opportunity to improve his/her job performance. Each permanent officer will be allowed only one (1) such special evaluation period during the time that he/she is serving in a particular position classification (rank) except as provided in the medical and fitness standard established by the CITY.

If at the conclusion of the special evaluation period, the permanent officer's job performance is still unsatisfactory, then the officer may be subject to dismissal or demotion.

1. Permanent Police Officer

In the case of a permanent Police Officer who demonstrates to the CITY unsatisfactory job performance, the Police Chief shall recommend that the Police Officer be dismissed.

2. Permanent and Probationary Police Sergeant

In the case of a permanent or probationary Police Sergeant who demonstrates unsatisfactory job performance, the Police Chief shall demote the Police Sergeant to the position classification of Police Officer or recommend to the CITY that the Police Sergeant be dismissed.

The Police Officer or Police Sergeant shall be dismissed upon approval of the Police Chief's recommendation by the City Manager.

C. APPEAL OF PROPOSED DISMISSALS AND DEMOTIONS

Dismissals or demotions which are related to the unsatisfactory job performance of permanent officers or police sergeants are subject to the appeal process set forth in Article 33 (Grievance and Appeal Procedures), and begin at Step 2 of the grievance process.

Should the police officer or sergeant not be satisfied with the decision of the City Manager, he/she may appeal the proposed demotion or dismissal to either the Board of Fire and Police Commissioners or an arbitrator as provided in Article 33; provided that an appeal to an arbitrator must be authorized by the UNION.

In the event the grievance of a demoted sergeant is sustained, all back pay and benefits resulting from the demotion shall be paid.

The CITY and the UNION agree that dismissal is an appropriate remedy for such unsatisfactory job performance. The CITY and the UNION further acknowledge that during any such grievance and appeal hearings, including any hearing before an arbitrator or the Board of Fire and Police Commissioners, only the Police Chief's determination concerning an officer's unsatisfactory job performance, and not the appropriateness of dismissal as a remedy, shall be the issue.

Probationary Police Officers shall be dismissed at the discretion of the CITY with no right to grieve or to a hearing under the terms of this Agreement.

When the CITY dismisses a Probationary Police Officer, an interview will be scheduled with the Police Chief or his/her designee to advise the dismissed employee of the nature of the unsatisfactory job performance. The dismissed employee may be accompanied by a representative of the UNION at this interview. This interview is not an appeal of the decision to dismiss the Probationary Police Officer but a discussion to assist the former officer in seeking future employment.

ARTICLE 32

DISCIPLINARY ACTIONS

32.1 IN GENERAL

Discipline shall be based on just cause, administered progressively and correctly based on the individual circumstances of each case. Disciplinary action shall be limited to written reprimands, suspensions without pay (maximum thirty (30) calendar days) and suspensions with a recommendation for discharge. Demotion may be a disciplinary option for serious conduct unbecoming a sergeant which conduct impacts the sergeant's ability to supervise officers.

32.2 EFFECTIVE DATE

If a hearing is sought, suspension without pay shall not take effect until the decision of the Board of Fire and Police Commissioners or the arbitrator (if appealed to that level) has been rendered. Reprimands and suspensions with recommendation for discharge shall take effect when delivered to the officer; however, should the hearing on a suspension with recommendation for discharge not have been completed and a decision rendered by the Board of Fire and Police Commissioners or the arbitrator within sixty (60) days of service on the officer, the officer shall be returned to pay status pending the decision.

32.3 IMMEDIATE SUSPENSION

The CITY has the authority to suspend without pay for the remainder of a duty shift if an officer is unable (except for illness or injury) or unwilling to perform his/her duties or follow a direct order. Police Sergeants have this same authority to suspend; however, the suspension shall be with pay unless the review indicates a suspension without pay is warranted as discipline. All such suspensions shall be reviewed on the next business day at a meeting with the officer, his/her UNION representative (if desired), the supervisor who imposed the suspension, and the appropriate Deputy Chief.

32.4 APPEAL OF DISCIPLINARY ACTIONS

Written reprimands, suspensions without pay and suspensions with a recommendation for discharge may be appealed by officers as provided in Article 33.

32.5 HANDLING OF DISCIPLINARY ACTIONS

When it becomes necessary for the CITY to discipline an officer, it shall be done in such a manner so as to not unnecessarily embarrass the officer before other officers, CITY employees or the public.

In every type of disciplinary action, officers shall be provided with a written notice officially informing them of the disciplinary action and setting forth the reasons for the disciplinary action.

32.6 OFFICER INVESTIGATIONS

Since the duties of the Champaign Police Department involve officers in all types of contacts with the public, some of which may result in the need for investigation of an officer's conduct, all such investigations shall be conducted both in accordance with the Uniform Peace Officers' Disciplinary Act, as well as in accordance with the following:

A. PANEL INVESTIGATIONS

If any officer is requested by the Assistant to the City Manager for Community Relations, or required by the Police Chief to appear for an interview before an investigative panel, such as the Human Relations Commission or the Community Relations Division, or before a member of such panel, concerning charges of misconduct or alleged violation of law, the members of the panel and the officer shall be provided with a copy of the allegations at least seventy-two (72) hours prior to the time of the officer's appearance before the panel. The allegations shall indicate the existing evidence and the names of any witnesses. The officer shall be afforded all rights guaranteed under the Constitution. The time requirements set forth above may be waived by the officer.

B. DEPARTMENTAL INVESTIGATIONS

In the case of a departmental investigation which is initiated because of a written complaint filed against an officer by another member of the Police Department or by a citizen, if the officer is requested to appear for an interview before an internal departmental investigative team or before a member of such team, he or she shall be afforded all rights guaranteed under the Constitution and, except when being investigated for possible criminal charges, he or she shall be given seventy-two (72) hours prior notice of the alleged violation or violations. The resulting interrogation shall be conducted as follows:

1. Unless the exigencies of the situation dictate otherwise, the interrogation of an officer shall be at a reasonable hour, preferably when the officer is on duty.
2. If an officer is likely to be recommended for suspension or discharge pursuant to the results of an interrogation, he or she shall be informed of that fact at the time such likelihood becomes apparent.
3. If an officer becomes a suspect or the target of a criminal investigation, prior to any further interrogation the officer shall be orally notified of his or her Constitutional right pursuant to and consistent with the current decisions of the United States Supreme Court.

An officer may be represented by legal counsel and/or by a member of the UNION during any such panel and departmental investigations.

ARTICLE 33

GRIEVANCE AND APPEAL PROCEDURES

33.1 GRIEVANCE

A grievance is a dispute, controversy or difference of opinion between an officer(s) or the UNION and the CITY concerning the application of the terms of this Agreement.

Individual officers may elect to pursue grievances through Steps 1 and 2 only with or without a UNION representative; provided, however, that the UNION shall have the right to be present at all meetings concerning such grievances and to receive copies of all written exchanges. No settlement of such grievances shall be inconsistent with the Agreement.

33.2 PROCEDURE

Grievances shall be filed at Step 1 within ten (10) business days of the date of the event giving rise to the grievance or within ten (10) business days of the date when the officer/UNION knew or should have known of the event giving rise to the grievance, whichever is later. All grievances and appeals shall be written and submitted on a mutually agreed upon form.

If a grievance is not filed within the stated time period, it shall be considered waived. If a grievance is not processed from one step to the next within the stated time limits, it shall be deemed settled by default based on the CITY's last written response.

All time limits are extendible by written mutual agreement of the parties. Such extensions shall not be unreasonably withheld by the CITY or the UNION.

UNION representatives and officers engaged in grievance processing shall be immune from insubordination charges resulting from their proper administration of this Agreement. While grievance forms must be properly completed, clerical errors shall not be considered grounds for denial.

At the request of the Union, the employer will provide the documentation, reports and other background material used in making a decision, which is the subject of the grievance

STEP 1: It is the intention of the parties to resolve disputes at the lowest level possible. To that end, any officers and/or UNION representatives shall use their best efforts to discuss disagreements with appropriate supervisors prior to filing any grievance. If informal efforts at resolution have failed, the UNION and/or the officer or his UNION representative shall submit the grievance in writing on the agreed "Grievance Form" to the Chief of Police who shall have ten (10) business days from receipt in which to investigate the matter and submit his/her written response to the UNION (and the individual officer, if any). If the grievant is not satisfied with the Chief's response, he or she may appeal the Chief's written decision to the City Manager within ten (10) business days of the Chief's decision.

STEP 2: The City Manager shall have fifteen (15) business days from receipt in which to investigate the matter and submit his or her written response to the UNION and/or the individual officer, if any. Grievances related to the dismissal of a permanent Police Officer or Police Sergeant (probationary or permanent) may be initiated at Step 2.

Written Reprimands. Written reprimands may be referred by the Union to arbitration, utilizing the expedited arbitration procedure. The parties agree to utilize the services of an agreed panel of arbitrators for such arbitrations. The losing party shall be required to pay the arbitrator's fees. If neither party is identified as the losing party, the arbitrator's fees shall be divided equally.

For suspensions without pay, suspensions with a recommendation for discharge or all appealable dismissals under Article 31.2B, the City Manager's decision may be appealed to arbitration. Other matters concerning the application of the terms of this Agreement may be appealed to an arbitrator by the UNION. Suspensions for more than ten (10) days, suspensions with a recommendation for discharge and appealable dismissals under Article 31.2B may, alternatively, be appealed to the Board of Fire and Police Commissioners.

33.3 INDIVIDUAL OFFICER APPEAL TO BOARD OF FIRE AND POLICE COMMISSIONERS

If the individual officer wishes to appeal a grievance related suspension for more than ten (10) days, dismissal or discharge, he/she may request a hearing before the Board of Fire and Police Commissioners. An appeal to the Board must be in writing and submitted to the Board through the Ex-Officio Clerk within fifteen (15) days of the date that the officer receives notification of the Step 2 decision.

The hearing shall be transcribed by a court reporter, with the officer and the CITY paying for each own copy and the CITY paying the costs of the court reporter, the hearing officer and the copy of the transcript for the Board.

Each party shall be responsible for compensating its own representatives and witnesses.

33.4 UNION APPEALS/ARBITRATION

If the UNION wishes to appeal a grievance to arbitration related to suspension, dismissal, discharge, or other matters concerning the application of the terms of this Agreement, it shall have fifteen (15) business days from receipt in which to so notify the City Manager in writing. Only the UNION shall have the authority to refer grievances to arbitration under this agreement.

In the event that the parties are unable to agree upon an arbitrator within five (5) business days of the CITY's receipt of the notice of referral to arbitration, the parties shall immediately jointly request the American Arbitration Association or the Federal Mediation and Conciliation Service to submit a list of seven (7) American Arbitration Association certified arbitrators. Within five (5) business days of receipt of the list, the parties shall alternately strike individual names from the list, with the order of striking determined by a coin toss. The last remaining name shall be the arbitrator who shall be notified of his/her selection by joint letter requesting the setting of a date and time for the

hearing, subject to the availability of the parties' representatives. Hearings shall take place in Champaign and be closed to the public, unless otherwise mutually agreed. Unless mutually waived, the proceedings shall be transcribed by a mutually selected court reporter, with each party paying for its own copy and sharing equally the cost of a transcript for the arbitrator and the reporter's costs. The costs of the arbitrator shall be divided equally, but each party shall be responsible for compensating its own representatives and witnesses.

33.5 ARBITRATION/BOARD HEARING

The Board of Fire and Police Commissioners or the arbitrator shall conduct a fair and impartial hearing, having the power to administer oaths, secure the attendance and testimony of witnesses and the production of books, papers and records by subpoena. If the Board of Fire and Police Commissioners or the arbitrator orders the City to produce information about the disciplinary records of other officers, such information shall be produced in such a manner that no individual officer's name is on a record and access will be limited to the Union. The Board of Fire and Police Commissioners or arbitrator shall make a decision only on the issue(s) presented in the grievance and shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The Board of Fire and Police Commissioners or arbitrator shall be without authority to make a decision which is contrary to or inconsistent with law or rules and regulations having force of law. The Board of Fire and Police Commissioner's or arbitrator's decision shall be rendered in writing to the parties within thirty (30) days of the close of hearing or the submission of post-hearing briefs, whichever is later.

The Board of Fire and Police Commissioners or the arbitrator shall either confirm, amend or reverse the decision of the CITY. In reaching its decision and fashioning a remedy, if any, the Board or the arbitrator shall take into account interim compensation and efforts to mitigate damages. No liability shall accrue against the CITY for events prior to the event grieved or in the case of discipline, the date of the discipline.

The decision of the Board of Fire and Police Commissioners or the arbitrator shall be final and binding on all parties. This shall not prevent the filing of an Administrative Review action in Circuit Court by either the CITY or the UNION.

33.6 EXPEDITED ARBITRATION

The parties agree that there are instances where an expeditious resolution to a particular grievance will best serve the interests of the employees involved and the Department. After a grievance has been referred to arbitration, the parties' representatives shall determine whether to proceed with expedited arbitration. Where the parties agree to expedited arbitration proceedings:

1. The arbitrator shall be selected from a "standing" panel of arbitrators maintained by the parties for such purposes. Each arbitrator on the panel shall be contacted with regard to his or her availability, and the arbitrator with the earliest available date for hearing shall be designated to be the arbitrator for the proceedings;
2. There shall be no post-hearing briefs submitted by the parties; and

3. The arbitrator shall be asked by the parties to issue a ruling at the close of the hearing or as soon thereafter as the arbitrator believes affords him or her the opportunity to issue an appropriate decision.
4. The parties agree that there shall be no written transcript made of the proceedings.

ARTICLE 34

DRUG TESTING

34.1 STATEMENT OF POLICIES

The CITY declares it to be the policy of the City of Champaign, Illinois, to implement effective measures to eliminate alcohol and drug abuse that threatens the health and safety of officers and the public, yet in doing so to protect all officers against unreasonable invasions of personal privacy and deprivation of rights arising from the suspicion of alcohol or drug abuse. It is also the policy of the CITY, in appropriate cases as set forth herein, to encourage and facilitate rehabilitation of officers who are accurately identified as alcohol or drug abusers and officers who have been accurately identified as being psychologically, psychiatrically or physiologically unfit to perform their duties as police officers so that they may continue or resume employment.

34.2 DEFINITIONS

The parties agree that when used in this Agreement:

- A. "Drug Testing Procedure" means the taking of and analyzing bodily fluids or materials for the purpose of detecting the presence of alcohol or drugs;
- B. "Drug" or "Drugs" means cannabis as defined in the Cannabis Control Act or a controlled substance as defined in the Illinois Controlled Substance Act;
- C. "Alcohol Use" means the use of alcohol in such a manner as to impair the work performance of the officer;
- D. "Drug Use" means the use of marijuana in such a manner as to impair the work performance of the officer, and further means the use in any manner of any other substance defined by the laws of the State of Illinois as a controlled substance except by the prescription of a medical practitioner;
- E. "Clinical Laboratory" means a clinical laboratory licensed pursuant to the Illinois Clinical Laboratory Act or one that has been stipulated by the parties to be appropriate for the testing called for hereunder;
- F. "Unfit for Duty" means that an officer is unable to perform duties normally assigned to police officers in the Champaign Police Department. Positive, confirmed results as defined below of alcohol or drug use constitute conclusive evidence that the officer in question is then unfit for duty.

34.3 DRUG AND ALCOHOL TESTING AND EVALUATION PERMITTED

The types of drug and alcohol testing procedures that the CITY may order an individual officer to submit to shall be drug, alcohol or similar physiological tests to determine the presence of alcohol, marijuana or controlled substances. Such an order may be given only where the CITY has reasonable suspicion that an officer is then under the influence of alcohol, marijuana or controlled substances during hours of work. There shall be no discretionary, random or periodic drug or alcohol testing (except as contained herein) of

officers except reasonable testing conducted through an Employee Assistance Program in conjunction with rehabilitation; further the CITY shall not order an officer to submit to breathalyzer tests, horizontal nystagmus tests or to what are commonly known as "field sobriety tests", except under circumstances where the officer would otherwise be subject to the taking of such tests as a citizen under the laws of the State of Illinois. The CITY may also require an officer to randomly submit to alcohol or drug testing while the employee is assigned to the Interagency Task Force (IATF), Division of Criminal Investigations - Illinois State Police (DCI), Special Weapons and Tactics Team (SWAT), or the Tactical Team (TAC). The CITY agrees to notify the UNION of its intention to include additional assignments in the random drug and alcohol testing prior to implementation. The UNION may demand to bargain these issues within thirty (30) days of notice and the CITY agrees to meet and negotiate. Absent such demand, the assignments shall be subject to testing.

34.4 LIMITATION ON TESTING AND EVALUATION

Except as provided in Section 34.3 above, the CITY may not order an officer to submit to any drug or alcohol testing as a condition of continued employment, the receipt of any employment benefit or the avoidance of disciplinary action.

34.5 BASIS FOR ORDER

The supervising officer or appropriate supervisor shall set forth the basis for such reasonable suspicion (if the supervisor is a sergeant, he or she shall consult with an officer of the rank of lieutenant or above, and the senior officer shall make the determination of reasonable suspicion) including all objective facts and reasonable subjective observations and conclusions drawn from those facts, in writing to the officer prior to any officer being required to submit to a test or evaluation permitted by Section 34.3 above. Officers shall have forty-five (45) minutes to review the basis for the order and seek advice prior to submitting to the test and evaluation; provided, however, that such opportunity does not interfere with a clinical laboratory's ability to obtain accurate results in the case of drug and alcohol testing.

34.6 RIGHTS AND OBLIGATIONS OF OFFICERS

Officers ordered by the CITY to submit to tests or evaluations permitted by Section 34.3 above shall promptly comply with the order, whether or not they agree that reasonable suspicion for the order exists. Refusal to submit to such tests or evaluations (inconsistent with the officer's rights set forth herein) shall constitute just cause for discipline up to and including discharge under the Police Labor Agreement. It is agreed that discharge is the appropriate discipline in typical cases; however, any mitigating factors will be considered on a case-by-case basis. Officers who submit to such testing shall not be deemed to have waived or otherwise impaired their rights to grieve or otherwise contest as provided by law or by this Article. Officers shall have the right to be represented by counsel and/or a UNION representative during all meetings with the CITY concerning such tests or evaluations. Officers shall also have the right to be represented by counsel and/or to have a witness of their own choosing during the testing procedures. The CITY shall present each officer, prior to requiring an officer to submit to any testing or evaluation, with a written description of the officer's rights under this Article as well as all other pertinent information concerning the CITY's policy on employee testing and evaluation.

34.7 ADMINISTRATION OF DRUG AND/OR ALCOHOL TESTING

The CITY agrees that its testing procedures for the presence of drugs or alcohol shall conform to the following. The CITY, in connection with the clinical laboratory, shall:

- A. Use only a clinical laboratory to test bodily fluids or materials for alcohol or drugs or a clinical laboratory stipulated by the parties to be appropriate for purposes of such testing;
- B. Shall establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. Such chain of custody procedure shall not permit the officer tested to become part of the chain;
- C. Shall collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the officer. Collection of samples shall be conducted in such manner as to preserve the individual officer's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Officers shall not be witnessed by anyone while submitting a sample except where there is reason to believe that the employee has attempted to compromise the accuracy of the testing procedure. Proper testing may be conducted to prevent the submission of fraudulent or adulterated samples;
- D. Shall confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography with mass spectrometry or an equivalent scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- E. Provide the officer tested with an opportunity to have an additional sample drawn at the same time the blood or urine sample is provided, and preserve the additional sample in such a way that such sample can be later tested for the presence of alcohol or drugs; such preserved sample shall be forwarded by the testing clinical laboratory to a clinical laboratory that meets the definition thereof as set forth herein, upon the written direction of the officer at the officer's expense; results of this separate confirmation test shall only reveal positive or negative test results based upon the laboratory's standard; in such instances, the officer shall not become a part of the chain of custody of the samples;
- F. Require that the clinical laboratory report to the CITY that a blood or urine sample is positive only if both initial screening test and confirmation test are positive for the particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the CITY inconsistent with the understandings expressed herein (e.g. billings for testing that reveals the nature or number of tests administered), the CITY shall not use such information in any manner or forum adverse to the officer's interests except as may be ordered by a court or federal or state agency of competent jurisdiction.

The clinical laboratory selected shall determine the standards with reference to drugs which shall govern whether any particular test result is positive or negative.

With regard to alcohol testing, test results showing an alcohol concentration of .10 or more based upon the grams of alcohol per 100 milliliters of blood shall be considered positive; no confirmation test shall be necessary, however, additional blood will be collected in accordance with (c) above; the foregoing standard shall not preclude the CITY from attempting to show that an officer with test results less than .10 was under the influence of alcohol during the hours of work, but the burden of proof in such cases shall rest with the CITY; in cases where an officer's test results are between .05 and .09, the officer shall be referred to an Employee Assistance Program.

- G. Provide each officer tested with a report of the results of each drug or alcohol test that includes the following information:
 - (i) the type of test(s) conducted for both initial screening and confirmation, if any; and
 - (ii) the results of each test, i.e. for drugs, whether the test was positive or negative, and for alcohol, the actual level; and
 - (iii) the detection level, if any, which is the cut-off or measure used in drug tests to distinguish positive and negative samples, on both the initial screening and confirmation procedures;
 - (iv) any other information or reports received by the CITY from the laboratory.
- H. Insure that all positive samples are preserved, for a period of not less than one hundred and eighty (180) days after the officer tested receives the results, in a condition that will permit accurate re-testing. The CITY shall provide each officer tested with a positive result on any test for alcohol or any confirming test for drugs with an opportunity to have re-tested the preserved samples at the officer's expense at a clinical laboratory chosen by the officer; in such circumstances, the officer shall not become part of the chain of custody of the sample. The original testing clinical laboratory shall transmit the sample to a clinical laboratory of the officer's choosing for re-testing, provided the clinical laboratory meets the definition of a "clinical laboratory" set forth herein;
- I. Insure that no officer is subject to any adverse employment action except investigative leave with pay during any testing procedure pending the results thereof [the foregoing shall not apply to the officer's ability to have another test done in accordance with above]; provided, however, this shall not preclude the CITY from temporarily reassigning the officer for the safety of the officer and the public pending the results of such tests; any such temporary reassignment shall be reviewed upon the receipt of the test results and shall be immediately discontinued in the event of a negative test result, except a negative result from the officer's re-testing.

34.8 RIGHT TO GRIEVE

The UNION and/or the officer, with or without the UNION, shall have the right to file a grievance concerning any testing or evaluation permitted by this Article, contesting the basis for the order to submit to the tests, the CITY's right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or any alleged violation of this Article or the Police Labor Agreement that may pertain thereto, in accordance with Article 33 (Grievance and Appeal Procedures).

34.9 RETENTION OF LEGAL RIGHTS

It is understood and agreed that the parties in no way intend to restrict, diminish or otherwise impair any constitutional, statutory or other legal rights that officers may have with regard to the testing and evaluation that is the subject of this Article. Officers retain all such legal rights, if any, they may have with regard to such testing and evaluation and may pursue the same in their own discretion, with or without the assistance of the UNION.

34.10 VOLUNTARY REQUESTS FOR ASSISTANCE

The CITY will not take any disciplinary action against an officer because he/she voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem. The CITY may require reassignment if the officer is then unfit for duty in his/her current assignment. The CITY shall make available through an Employee Assistance Program or by another means by which such officers may obtain referrals for treatment. Such requests, referrals and treatment shall be confidential. The nature of the problem, the referral and the treatment shall not be disclosed to the CITY or the Police Department. The CITY agrees that any information that it obtains, through whatever means, concerning such referral or treatment shall not be used in any manner except as outlined above regarding fitness for duty and temporary reassignments, or as in Section 34.7(f). Officers shall be permitted to use their accumulated leave of whatever type or to take an unpaid leave of absence during the period of rehabilitation.

34.11 DISCIPLINE

By agreement of the parties, positive test results when an officer has been required to take a test are viewed as serious violations of departmental rules and will be punished by suspension or discharge. Reprimand punishment is explicitly not available in these cases; in addition, the general principle of progressive discipline is not applicable. However, consistent with the Employee Assistance Program or other referral program offered by the CITY, any suspension and/or discharge shall be suspended, reduced or waived pending successful completion of rehabilitation in appropriate cases.

34.12 CONFIDENTIALITY

The CITY and its agents, representatives, employees, and the physicians and clinical laboratories which it utilizes who have access to or receive information about drug or alcohol tests or evaluations and the results thereof shall keep all information confidential. Release of such information shall be solely pursuant to a written consent form signed voluntarily by the officer, except where such release is compelled by court order or when the employee or the UNION grieves issues related to the information. The consent form must contain at least the following:

- (a) the person or persons authorized to obtain the information;
- (b) the purpose of the disclosure;
- (c) the precise information to be disclosed;
- (d) the duration of the consent.

ARTICLE 35

OFFICERS' FITNESS AND MEDICAL TESTING

35.1 PURPOSES

The purpose of the Champaign Police Department's physical fitness program (the "program") shall be

- A. To encourage and to promote officers' fitness, health and well-being.
- B. To help the officers become aware of their medical conditions so that appropriate, timely, corrective measures may be taken where needed.
- C. To provide that officers are fit to participate in the program's annual physical testing.
- D. To provide that officers are fit for duty.
- E. To promote the safety of the officer, the officer's co-workers and the public.

35.2 PROGRAM ADMINISTRATION

The program shall be administered as follows:

A. ANNUAL PHYSICAL EXAMINATIONS

Each year, all officers shall participate in the program's physical fitness testing. Prior to an officer's participation in the program, the officer shall receive an annual medical physical examination at the CITY's expense, performed by a licensed physician to determine the officer's fitness to so participate and his or her fitness for duty. No officer shall be required or permitted to participate in the program's physical fitness testing until the examining physician(s) report(s) are received by the CITY, and made available to the officer, and the officer is approved to participate in physical fitness testing. In the event a dispute arises from the examining physician(s) report(s), Sections 35.4B.1 and 2 of this Article shall apply, except the CITY may order an officer to take an additional medical examination from an independent physician. No test shall be conducted until a resolution has been reached.

1. COSTS

The cost of the medical examination will be paid by the CITY. If the physician orders additional or more specialized tests, procedures or examination in order to determine the officer's fitness and fitness for duty, the additional expenses will be paid by the CITY.

The cost of remedial treatment and/or programs or tests, procedures or examinations not necessary to determine the officer's ability for physical fitness testing or fitness for duty will be the officer's responsibility.

2. MEDICAL HISTORY AND RELEASE

All officers must accurately complete the "Authorization for Release of Medical Information" (as set out in Appendix A) prior to the examination.

3. PHYSICIAN'S REPORT

The examining physician's report shall be as set forth in Section 35.4A below.

4. EXAMINATION - MANDATORY

All officers shall be required to submit to the annual medical examination.

B. INDIVIDUALIZED GOALS

Individualized physical fitness goals shall be established by the CITY's professional physical fitness consultant for each officer who fails the physical fitness test. The officer's participation in the program shall be limited and/or restricted as may be recommended by the examining physician.

C. DEFINITION OF GOOD FAITH EFFORT REQUIRED

Subject to the recommendations, limitations and/or restrictions of the examining physicians, officers shall be required to make a good faith effort to attain the goals established for them by the CITY's professional physical fitness consultant, attend required training sessions, cooperate in fitness testing and in medical examinations, achieve regular improvements (subject to provisions of Section 35.2A of this Article) in deficient fitness areas, follow remedial recommendations of the CITY physician or professional fitness consultant and maintain an accurate log of fitness training efforts.

1. DISCIPLINE

Officers who fail to participate or who fail to make a good faith effort as described above, shall be subject to progressive and corrective discipline up to and including discharge for repeated failure to make a good faith effort.

2. FAILURE TO ATTAIN GOALS

Officers who participate and who make a good faith effort to attain their individualized goals in the program shall not be subject to discipline for failure to attain established goals.

D. PHYSICAL FITNESS TESTING

Once each calendar year, each officer shall be required to participate in the physical fitness test established by the CITY included in Appendix C and make a good faith effort to attain the goals established. Employees who fail to pass the annual fitness test shall be required to take the physical fitness test again as directed; however, this re-testing shall not occur more than every one hundred

and twenty (120) days until the officer passes the test. EMTs will be on-site during physical fitness testing.

E. TRAINING AND FITNESS TIME

The employer agrees to continue to release each officer from duty with pay a minimum of two (2) hours per week for purposes of training and/or physical fitness activities, subject to the operational needs of the department. If an officer has an eight (8)-hour training scheduled, fitness time for that week will be scheduled in the remaining two (2) hours of the ten (10)-hour shift. If scheduled release time has been canceled due to the operational needs of the Department, the officer may request the time to be rescheduled. Such request shall be made of the officer's supervisor prior to the end of the shift. Rescheduling is the only remedy for cancellation of release time. The supervisor will make good faith efforts to reschedule the training release time within 48 hours of the end of the shift, excluding regular days off.

F. OTHER MEDICAL EXAMINATIONS

The establishment of an annual medical examination as part of this program does not preclude the CITY from ordering an officer to undergo a medical examination at another time during the year due to observed work deficiencies which evidences significant medical problem.

35.3 PROGRAM ADMINISTRATION

The program will be administered and conducted by trained professionals in the field of physical fitness selected by the CITY. This shall not preclude the CITY from having non-FOP Labor Council police department employees assist such professional(s) in the administration of the program.

35.4 MEDICAL STANDARDS

At the time of the annual medical examination, the examining physician shall be provided by the CITY with medical standards and/or a list of physical activities required to perform the duties of a police officer for Champaign Police Department. The examining physician shall report to the CITY as set forth in 35.4A 1 and 2 below.

A. PHYSICIAN'S REPORT

The examining physician's report shall include the completed "authorization for release of information" and shall be limited to a statement concerning the officer's fitness for duty. The statement included in the report shall be:

As to medical fitness for duty, Officer _____

_____ (1) is fit for duty; or

- _____ (2) is fit for duty, subject to the following limitations and/or restrictions on his activities:
(Setting forth the restrictions and/or limitations); or
- _____ (3) is fit for duty, but is required to:

(e.g., wear eyeglasses or a hearing aid) at all times while on duty; or
- _____ (4) is unfit for duty. This condition is remedial. It is anticipated the officer will be fit for duty on or before _____. The officer is required to return for an appointment on _____; or
- _____ (5) is unfit for duty. The condition is not remedial.

B. FINDING OF MEDICALLY QUESTIONABLE FOR DUTY

The parties agree that should the results of the annual medical examination conducted in connection with the physical fitness program reveal, in the opinion of the examining physician, an officer is unable to perform the duties to which he or she might reasonably be assigned on the Champaign Police Department, the following shall apply:

1. PROCEDURE

The CITY shall inform the officer of the physician's finding of medically questionable and shall place the officer on administrative leave with pay unless the officer is already off on authorized sick leave. The officer shall be allowed administrative leave until he has obtained a second opinion, if desired, but in no case longer than eighty (80) hours.

2. SECOND OPINION

If the officer disagrees with the findings, he or she shall have the right to be examined by and obtain a second medical opinion as to the officer's fitness for duty from a physician of his or her own choosing. The CITY shall pay the cost of the second opinion.

3. THIRD OPINION

Should the second medical opinion differ from the first as to the officer's fitness for duty, and a dispute remains as to fitness, the CITY and the officer agree to obtain additional medical opinions. The CITY shall pay the costs of the third opinion as provided by Section 35.2.A.1.

4. DISPUTES

After receipt of a third opinion finding that the officer is unfit or an inconclusive opinion, or absent agreement for additional medical opinion(s), the CITY may take such employment action as is appropriate under the terms of this agreement and the laws of Illinois, subject to the officer's right to grieve the question of his fitness for duty and the CITY's action. The parties agree that such grievances shall be advanced through the grievance procedure (as expediently as possible) commencing at the step prior to arbitration. If the third opinion is that the officer is fit for duty and was fit for duty at all times during this process, the officer shall be promptly returned to duty and any accrued time taken by the officer shall be reinstated.

C. FINDING OF FIT FOR DUTY WITH RESTRICTIONS, LIMITATIONS OR REQUIREMENTS

If the results of the annual medical examination conducted in connection with the physical fitness program reveal, in the opinion of the examining physician, an officer is medically fit for duty subject to limitations, restrictions or requirements, the officer shall meet with the Police Chief or his designee to discuss the effects of such limitations, restrictions or requirements on the officer's current duty assignment, and the adjustments, if any, to be made as a result of such limitations, restrictions or requirements. The CITY may take such employment action including removing the officer from duty as is appropriate under the terms of agreement and the laws of Illinois, subject to the officer's right to grieve the question of his restrictions, limitations or requirements and the CITY's action.

D. EMPLOYER'S OBLIGATIONS AND OFFICERS' RIGHTS

The parties further agree that other laws not inconsistent with this article may apply.

- (i) WORK RELATED CONDITIONS: If the Officer's lack of fitness for duty is the result of an injury, illness or condition arising out of or in the course of employment or is duty related, the Employer's obligations and the Officer's rights shall be governed by this Agreement, the Illinois Compiled Statutes concerning worker's compensation (820 ILCS 3051), continuing compensation for police for duty related injuries (5 ILCS 3451) and downstate police pensions (40 ILCS 51) and the Federal Americans with Disabilities Act as currently enacted or hereafter amended;
- (ii) NON-WORK RELATED CONDITIONS: If the Officer's lack of fitness is not the result of an injury, illness or condition arising out of or in the course of employment, nor is duty related, the Employer's obligations and the Officer's rights and benefits shall be as set forth in this Agreement and the Illinois Compiled Statutes concerning downstate police pensions (140 ILCS 51), and the Federal Americans with Disabilities Act as currently enacted or hereafter amended.

E. EMPLOYER'S RECORDS

All information reported to the CITY will be kept in a file marked "Confidential" and kept separate from the file referred to in Article 20.1 (Personnel Files) of this

Agreement. Access to this file will be limited in accordance with 20.2 of this Agreement.

F. INFORMATION TO OFFICER

The CITY shall provide the officer with a copy of all information and reports received. It shall be the responsibility of the officer to consult with the physician for information concerning the medical standards he or she did not meet and any other medical findings.

35.5 MEDICAL STANDARDS

The applicable medical standards shall be established by the CITY as described in Appendix D.

35.6 FITNESS FOR PHYSICAL FITNESS PROGRAM

No officer shall be required or permitted to participate in the program's physical fitness testing until the examining physician(s) report(s) are received by the City and made available to the officer, and the officer is approved to participate in physical fitness testing.

1. FORM OF REPORT:

The examining physician's report shall be in the following form:

As to participation in the physical fitness program, Officer _____

- ___ a. is fit to participate; or
- ___ b. is fit to participate, subject to the following temporary limitations and/or restrictions on his or her participation: (setting forth the restrictions and/or limitations); or
- ___ c. is fit to participate, subject to the following permanent limitations and/or restrictions on his or her participation (e.g., due to orthopedic condition, should not do the 1.5 mile run, but can do the 1 mile walk test): (setting forth the restrictions and/or limitations); or
- ___ d. is not fit to participate at this time.

APPENDIX A

**CHAMPAIGN POLICE DEPARTMENT
AUTHORIZATION FOR RELEASE OF PHYSICIAN'S REPORT
(Form 6-89-4A)**

TO: Carle Clinic Association
602 W. University Avenue
Urbana, Illinois 61801

DATE: _____

RE: _____
(Name of Officer)

SUBJECT: Authorization for Release of Physician's Report
(Form 6-89-4A)

This is to authorize the release to the Director of Personnel, City of Champaign, 102 North Neil Street, Champaign, Illinois 61820, the Physician's Report of Medical Examination (Form 6-89-4A).

Signature of Officer

APPENDIX B

CITY OF CHAMPAIGN POLICE DEPARTMENT GENERAL PURPOSE FOR MEDICAL EVALUATIONS April, 1995

The examination of a police officer provides the physician with an opportunity to relate the physical examination and medical history with demands of the job, as exemplified in the functional/physical requirements for the position of a police officer. SEE CHAMPAIGN CITY POLICE OFFICER GENERAL STATEMENT OF DUTIES AND REQUIREMENTS.

The position of a police officer requires the individual be physically fit in order to perform required tasks which may include searches, arrests, surveillance and the use of the firearms. These tasks may require the officer to run, chase, grapple, tackle, forcefully restrain, and handcuff a suspect. At the same time, a police officer is required to exercise a high level of discriminatory judgment in assessing a variety of situations.

While much of the day may be spent in less demanding tasks, the police officer must be able to do these sort of things effectively and with very little warning. In this respect, it is similar to the work of a lifeguard who may spend the majority of time sitting beside the water and watching for trouble. Once a problem occurs, a police officer must act in a definitive manner.

As a guardian of public safety, the police officer must not suffer from any physical or mental condition that, that the context of these extraordinary activities, would pose a danger to the safety of the public, other officers, or to himself/herself.

For the position of police officer, it is important that the individual must enjoy good health and maintain standards to enable himself/herself to be physically fit and possess the following general physical attributes:

1. Good range of motion of limbs and trunk;
2. Average manual dexterity and hand/eye coordination;
3. Average strength for age, sex, and build;
4. Acceptable eyesight and hearing;
5. Normal focal abilities.

In general, the police officer must be physically fit and have no physical impairments that would prevent activities relating to law enforcement, e.g., make searches and/or perform arrests.

**CHAMPAIGN POLICE DEPARTMENT
POLICE OFFICER MEDICAL EXAMINATION STANDARDS**

The following are minimum medical standards which physicians will use for reference in determining fitness for duty. No conditions herein specified shall be deemed disqualifying unless they render an officer unable to perform duties which might be reasonably assigned to police officers in the Champaign Police Department.

I. HEARING

The occupational significance of this area concerns the ability to hear and to maintain body equilibrium on standard tests. Uncorrected hearing acuity in each ear must be no greater than 40 decibels loss as averaged in the four test frequencies of 500, 1000, 2000, and 3000 Hz when the audiometric device is calibrated to the American National Standard. If in the opinion of the examining physician a hearing loss may be temporary, the officer may be asked to be re-tested after a noise free period of at least 15 hours. The individual must be free of acute or chronic otitis media, either unilaterally or bilaterally. Significant Meniere's syndrome or labyrinthitis should be considered disqualifying if it significantly impaired the officer's ability to perform their duty.

II. VISION

Any condition which may interfere with acuity or put the eye at risk may render an individual unable to meet the functional requirements for police officer. If officer shall meet the following minimum requirements:

- A. Near binocular visual acuity of at least 20/40 using both eyes with or without corrective lenses.
- B. Have distant monocular visual acuity of at least 20/40 (Snellen) in each eye with or without corrective lenses. If not, see Section (F).
- C. Distant binocular visual acuity of at least 20/40 (Snellen) in both eyes with or without corrective lenses.
- D. Field of vision of at least 70 degrees in the horizontal meridian in each eye (140 degrees binocular).
- E. Ability to recognize the colors of traffic signals and devices showing standard red, green, and amber.
- F. An officer who has a distant monocular visual acuity reading greater than 20/40, but less than 20/100, with or without correction shall be restricted to right and left outside rear view mirrors.
- G. If medical examination or pathology is positive for disease or abnormality, further diagnostic testing shall be done at the discretion of the examining physician. The following are examples of impairment that may affect individual's performance to meet the functional requirements:
 - 1. Retinal detachment.

2. Progressive retinopathy.
3. Optic neuritis.
4. Glaucoma.
5. Significant contracts.

III. SKIN

A medical condition that is based on its severity or degree, may preclude a person from performing as a police officer in a training or emergency operational environment by presenting a significant risk to the safety and health of the person, co-workers, or public. Medical conditions shall include acne or inflammatory skin disease, eczema, scar tissue sufficient to interfere with the safe performance of duties or any other dermatologic condition that results in the person not being able to perform as a police officer.

IV. HEART AND VASCULAR SYSTEMS

The occupational significance of this area concerns the ability of the heart to provide the functional work capacity to meet the oxygen demands of the physical work tasks. Any condition which would interfere with heart function could render an individual unable to meet the functional demands for police work.

A. The following condition should be considered disqualifying:

1. Current angina pectoris.
2. Myocardial insufficiency.
3. Unstable exercise or resting ECG.
4. Recent myocardial infarction (generally less than 1 year).
5. Recent coronary artery bypass graft surgery (generally less than 6 months).
6. Recent coronary artery angioplasty (generally less than 3 months).
7. Congestive heart failure.
8. Cardiomyopathy.
9. Significant coronary artery disease.
10. Acute pericarditis, endocarditis, or myocarditis.
11. Any significant valvular heart disease leading to myocardial insufficiency or arrhythmias.

12. Cardiac pacemaker.
13. An established medical history of any other cardiac condition that results in an officer not being able to perform his or her duties.

B. Vascular conditions that should be considered disqualifying include:

1. Congenital or acquired lesions of the aorta and major vessels.
2. Marked circulatory instability as indicated by orthostatic hypotension.
3. Aneurysm of the heart or major vessels.
4. Severe chronic venous insufficiency.
5. Thrombophlebitis (acute and/or recurrent).
6. Severe peripheral vascular disease.
7. Significant Raynaud's phenomenon.
8. Any vascular condition that results in a person not being able to perform as a police officer.

V. LUNGS

The occupational significance of this area concerns lung function, breathing capacity and freedom from airway obstruction. This is a key area for job performance in terms of respiratory needs to perform physical tasks and to be free to move about in various environments. Any condition which significantly interferes with breathing capacity could render the individual unable to meet the functional requirements for a police officer.

A. The following are conditions that should be considered disqualifying:

1. Uncontrolled asthma.
2. Reduced pulmonary function to the moderate impairment level, as defined by the American Thoracic Society.
 - (a) FVS less than 60% predicted.
 - (b) FEV-1 less than 60% predicted.
 - (c) FEV-1/FVC less than 60% predicted.
3. Pulmonary tuberculosis (active).
4. Pneumothorax (acute).
5. Moderate chronic obstructive pulmonary disease.

6. Chest x-ray with significant positive findings that impairs the officer's ability to perform their duty.

VI. GASTROINTESTINAL TRACT

The occupational significance of this area concerns a variety of disorders that can affect performing job tasks by imposing severe individual discomfort. Any functional disorder rendering the officer incapable of sustained attention to work tasks (i.e., chronic diarrhea and discomfort) would affect the police officer's physical activity. This could render an individual unable to meet the functional requirements for a police officer.

A. The following conditions should be considered disqualifying:

1. Active hepatitis.
2. Active peptic ulcer disease, not adequately controlled on medication or treatment.
3. Cirrhosis of the liver.
4. Persistent GI bleeding.
5. Chronic uncontrolled inflammatory bowel disease.
6. Hemorrhoids, if other than minor maybe disqualified until repaired.
7. Any other gastrointestinal condition that results in a person not being able to perform as a police officer.

VII. GENITOURINARY TRACT

Intermittent 1+ protein is acceptable if not due to organic disease. Evidence of satisfactory renal function is required. History of acute glomerulonephritis with any significant urine finding is disqualifying. Glycosuria must be demonstrated to be nondiabetic in origin. Dysmenorrhea, if incapacitating, is disqualifying. At least one normal, functioning kidney is required.

VIII. PREGNANCY

Pregnancy is not disqualifying. Each case of pregnancy shall be evaluated on an individual basis and action taken is to be based on the officer's personal physician's periodic medical report.

IX. HERNIA

No evidence of unrepaired hernia of any kind or degree.

X. BLOOD PRESSURE

Systolic 90/150 mm Hg. Diastolic 50-90 mm Hg. Continuing medication for hypertension is permitted provided with medication blood pressure does not exceed 150/90 and there are no complications in the target organs of brain, heart or kidneys.

XI. EXTREMITIES

Loss of one or two fingers or toes, and asymptomatic flat feet need not disqualify, unless the condition interferes with the efficiency in a particular job practice. Diminished strength or limitation of the range of motion of an extremity is disqualifying if it interferes with job performance. History of a knee injury requiring corrective surgery is disqualifying until the defect is corrected. Joint disease or any other extremity condition that results in an officer not being able to perform his or her duties is disqualifying.

XII. SPINE

The occupational significance of this area concerns the mobility, stability, flexibility, and strength to perform physical job tasks efficiently with minimum risk of injury. Disorders affecting the musculoskeletal system are ACCEPTABLE if the individual meets the basic movement, strength, flexibility, and coordinated balance criteria in the functional requirements for the position of police officer.

A. The following conditions should be considered disqualifying:

1. Chronic unstable spine disorders.
2. Acute herniated nucleus pulposus causing significant radiculopathy and/or severe low back pain.
3. Severe degenerative diseases of the spine and joints that can be easily exacerbated or aggravated by the functional requirements/duties of the police officer.
4. Any other spinal condition that results in a person not being able to perform as a police officer.
5. If the medical history is positive for a back injury, spine or disc surgery, or medical disease of the spine, diagnostic testing shall be done at the discretion of the examining physician.

XIII. NEUROLOGICAL DISORDERS

Conditions of ataxias of heredo-degenerative type, cerebral arteriosclerosis as evidence by documented episodes of neurological impairment, multiple sclerosis with activity or evidence of progression within previous three years, progressive muscular dystrophy or atrophy, and all seizure disorders to include psychomotor, focal, petit mal, or grand mal seizures other than for those with complete control during previous five years, normal neurological examination, and definitive statement from qualified neurological specialist are disqualifying. Congenital malformations, migraine, clinical disorders with paresis, paralysis, dyscoordination, deformity, abnormal motor activity, abnormality of sensation, or complaint of pain, subarachnoid or intracerebral hemorrhage, abnormalities from recent head injury such as severe cerebral contusion or concussion, or any other neurological condition based on its severity or degree, that may preclude an officer from performing his or her duties may be disqualifying.

XIV. MENTAL HEALTH

No evidence of mental unfitness for employment. Any history of serious psychiatric disorder shall be evaluated. Individual evaluation should be in keeping with mental health specialist interpretation.

XV. INFECTIOUS DISEASES

No evidence or confirmation of infectious or contagious disease which would compromise the health of the officer to the level of inability to perform the duties of the job without posing significant danger to self, or significant harm to co-workers, or to the public through the risk of contagion. Infectious/contagious disease will be evaluated by a physician who will be asked to make recommendations on a case by case basis. If infectious/contagious condition is temporary, it may not result in ineligibility. Permanent incurable infectious/contagious conditions where accommodation of job duties cannot be made to allow the officer to fully perform assigned job duties without endangering self or putting others at risk of exposure/contagious, will be disqualifying.

XVI. ENDOCRINE AND METABOLIC SYSTEMS

The occupational significance of this area concerns any abnormality of the endocrine system that may affect job performance. Any excessive or deficiency in hormonal production can produce metabolic disturbances affecting weight, stress adaptation, energy production, and variety of symptoms such as elevated blood pressure, weakness, fatigue, and collapse. Any such disturbance of maintenance of body function may affect the ability of the individual to meet the functional requirements for police officer.

A. The following are examples of conditions that should be considered disqualifying:

1. Uncontrolled diabetes mellitus.
2. Uncontrolled thyroid disease.
3. Unstable pituitary dysfunction.
4. Symptomatic hypoglycemia.

B. Please note that diabetes mellitus controlled by diet or insulin is not disqualifying.

XVII. OVERALL MEDICAL CONSIDERATION

It may be found that an officer has two or more conditions whereby each one in of itself is not sufficiently disabling to disqualify the individual, but the combination of problems collectively may limit the individual's functional capacity and result in a finding that the officer is DISQUALIFIED. The combination of medical or physical conditions may collectively hinder the individual's functional capacity from performing activities related to law enforcement tasks and can place the individual at personal risk to himself/herself or others. If so, the examining physician should indicate that the combination of findings, rather than each alone is the basis for the determination.

APPENDIX C

	MALE				FEMALE			
TEST	20-29	30-39	40-49	50-59	20-29	30-39	40-49	50-59
SIT AND REACH	16.0	15.0	13.8	12.8	18.8	17.8	16.8	16.3
1 MINUTE SIT UP	37	34	28	23	31	24	19	13
MAXIMUM BENCH PRESS RATIO	.98	.87	.79	.70	.58	.52	.49	.43
1.5 MILE * RUN (IN MINUTES)	13:46	14:31	15:24	16:21	16:21	16:52	17:53	18:44

Form 6-89-6

* If a physician (under the terms of Section 35.2A (Annual Physical Examinations) determines that an officer is not fit to participate in a 1.5 mile run due to orthopedic reasons, the CITY shall substitute a one (1) mile walk test (subject to a physician's approval) to be administered and interpreted according to the Institute for Aerobic Research's guidelines.

ARTICLE 36

MANAGEMENT RIGHTS AND PRODUCTIVITY STANDARDS

36.1 MANAGEMENT RIGHTS AND PRODUCTIVITY STANDARDS

It is recognized that the CITY has and will continue to retain the rights and responsibilities to direct the affairs of the Police Department in all of its various aspects. Among the rights retained by the CITY are the CITY's right to direct the working forces; to plan, direct and control all operations and services of the Police Department; to schedule and assign work; to establish work and productivity standards and to, from time to time, change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to determine whether goods or services shall be made or purchased; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; provided, however, that the exercise of any of these rights shall not conflict with any of the express written provisions of this Agreement. Disciplinary actions and personnel actions shall be in accordance with applicable laws, including those pertaining to the Board of Fire and Police Commissioners; or as otherwise set forth in this Agreement.

ARTICLE 37

DUES DEDUCTIONS/FAIR SHARE/UNION BUSINESS LEAVE

37.1 DUES DEDUCTION

Upon receipt of proper written authorization from an employee, the Employer shall deduct each month Labor Council dues in the amount certified by the Labor Council from the pay of all officers covered by this Agreement, who, in writing, authorize such deductions. Such money shall be submitted to the Labor Council together with an itemized statement, on or before the fifteenth (15th) day of the month immediately following the month in which the amount was withheld. The Labor Council shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

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

37.2 FAIR SHARE

Any present officer who is not a member of the Labor Council shall be required to pay a fair share of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours, and other terms and conditions of employment, but not to exceed the amount of dues uniformly required of members. All officers hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above.

The Employer shall with respect to any officer in whose behalf the Employer has not received a written authorization as provided for above, deduct from the wages of the officer, the fair share financial obligation including any retroactive amount due and owing, and shall forward said amount to the Labor Council no later than the fifteenth (15th) day of the month following the month in which the deduction is made, subject only to the following:

- A. The Labor Council has certified to the Employer that the affected officer has been delinquent in his obligations for at least thirty (30) days;
- B. The Labor Council has certified to the Employer that the affected officer has been notified in writing of the obligation and the requirement for each provision of this Article, and that the employee has been advised by the Labor Council of his/her obligations pursuant to this Article and of the manner in which the Labor Council has calculated the fair share fee;
- C. The Labor Council has certified to the Employer that the affected officer has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the employee and the

Labor Council for the purpose of determining and resolving any objections the officer may have to the fair share fee.

37.3 UNION BUSINESS LEAVE

To the extent that there is no disruption of services or interference with operations, leaves of absence shall be granted to officers who are selected, delegated or appointed by the UNION to:

1. Attend UNION meetings, conventions and educational conferences.
2. Attend grievance meetings and appeal hearings.
3. Attend meetings of the Labor-Management Committee, the Police In-Service Training Committee, the health and Safety Advisory Committee and any other special joint labor-management committees or task forces which may be established.
4. Conduct negotiations.
5. Handle other legitimate UNION business, including the processing of grievances and the preparing for the above-referenced hearings, meetings and negotiations.

The CITY shall authorize a maximum of three hundred and fifty (350) hours of UNION business leave with pay for the bargaining unit per each fiscal year, cumulative during the term of this Agreement; provided however, that no more than four hundred and fifty (450) hours of UNION business leave may be used during any single fiscal year. With the exception of negotiations and meetings of the various joint labor-management committees (including the Labor-Management Committee, the Police In-Service Training Committee and the health and Safety Advisory Committee) and the presence of one (1) UNION representative other than an individual grievant at grievance meetings at the Police Chief's level or above, all other time spent by officers involved in the above-referenced UNION business activities shall be charged against this three hundred and fifty (350) hour total, including time spent both at and away from the work site, provided and to the extent that such time occurs during the officer's work hours.

The UNION shall be responsible for working with the CITY to assure that all time spent by officers in UNION business activities (including negotiations and meetings of the various joint labor-management committees) is properly and accurately recorded, and to also assure that the three hundred and fifty (350) hour total is not exceeded.

Except for negotiations, all other requests for leave from duty to participate in UNION business activities shall be submitted in writing by the UNION to the Police Chief sufficiently far in advance, normally at least seventy-two (72) hours, to permit the Police Chief to make necessary staffing arrangements, and thereby determine whether or not the officer or officers may be excused from duty. The Police Chief shall answer such requests within three (3) business days after a request is received. If the Police Chief's response is not provided in the time specified, the request shall be considered "approved." Such requests shall not arbitrarily be denied.

Up to six (6) officers shall be authorized to attend negotiations, and up to three (3) officers shall be authorized to attend Labor-Management Committee meetings, up to two (2) officers shall be authorized to attend Police In-Service Training Committee meetings and up to four (4) officers shall be authorized to attend health and Safety Advisory Committee meetings. In this regard, up to five (5) on-duty officers may be granted UNION business leave at the same time to participate in negotiations, and up to three (3) on-duty officers at the same time may be granted UNION business leave at the same time to participate in meetings of the labor-management committee. Officers who are outside of the Champaign-Urbana area attending to UNION business during work hours shall be expected to return to their jobs within one (1) hour of their return to Champaign. Officers who are inside the Champaign-Urbana area attending to UNION business during work hours shall be expected to return to their jobs in the most expeditious manner possible following the conclusion of the UNION business. Except for negotiations, meetings of the various joint labor-management committees, grievance meetings, and appeal hearings, no more than two (2) officers per duty shift in the Field Operations Bureau and two (2) officers in any other Division or Unit shall be granted such UNION business leave at the same time unless otherwise approved by the Police Chief.

ARTICLE 38

LABOR-MANAGEMENT COMMITTEES

38.1 LABOR-MANAGEMENT COMMITTEE

There shall be established a joint Labor-Management Committee, such Committee to be composed of a maximum of three (3) representatives each for both the UNION and the CITY, with these representatives to be selected and designated by the UNION and the City Manager, respectively. This Committee shall meet upon the request of either the UNION or the CITY.

The Committee shall meet at such times as may be mutually agreed upon by the UNION and the CITY, for the purpose of discussing and attempting to resolve any problems of common interest to the parties, and thereby building and maintaining a climate of mutual understanding and respect. Whenever the UNION or the CITY desires such a meeting, it shall submit a written request for a meeting to the other party, along with an agenda setting forth the proposed subject matters to be discussed.

The UNION and the CITY may establish sub-committees on specific issues by mutual agreement. However, requests by either party to form a training or safety committee shall not be denied.

ARTICLE 39

HEALTH AND SAFETY

39.1 **SAFE AND HEALTHFUL WORKING ENVIRONMENT**

The CITY and the UNION are committed to the goal of attaining as safe and healthful a working environment for CITY employees as is both possible and practical. The CITY and the UNION agree to work together cooperatively in the promotion and achievement of this goal.

The CITY agrees that all facilities, vehicles and equipment under its control shall be maintained, and if necessary repaired in a timely fashion, so that they comply with generally accepted safety requirements.

The CITY agrees to take all reasonable steps to protect the health and safety of officers during their work hours and in the performance of their duties.

The UNION agrees to cooperate fully in the attainment of this objective.

Safety Program. The FOP will actively participate in the City's safety program (i.e., participate in a safety committee to develop a safety plan, to examine past losses, to establish loss trends, to identify problem areas and exposures that can be controlled, to commit to solving safety problems, to set goals and objectives and to implement an agreed safety plan and monitor its progress). The members of the safety committee shall make annual written recommendations to the parties regarding the disposition of any savings experienced by the City as a result of the implementation of the safety program.

ARTICLE 40

NO STRIKE OR LOCKOUT

40.1 NO STRIKE

Neither the UNION nor any of its officers, its agents or the officer covered by this Agreement shall instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the CITY. Any and all officers who violate any of the provisions of this Article, regardless of the reasons for doing so, may be discharged or otherwise discipline with suspension or seniority for the period of the violation only. In addition, in the event of a violation of this Article, the UNION agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

40.2 NO LOCKOUT

The CITY agrees that during the term of this Agreement it will not, as a result of a labor dispute with the UNION, lockout or prevent any officers from performing their regularly assigned duties.

ARTICLE 41

AUTHORITY OF THE AGREEMENT

41.1 COMPLETE AGREEMENT

The parties to this Agreement acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrive at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the CITY and the UNION, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement; provided, however, that nothing contained in the Agreement shall be construed as a waiver of either party's rights and obligations under the Illinois Public Labor Relations Act. In this latter regard, should the CITY endeavor to change policy with respect to any subject or matter not specifically referred to or covered in this Agreement, and should said change in policy directly affect wages, hours of work, and/or terms and conditions of employment, as well as the impact thereon, then the CITY agrees to bargain collectively with the UNION regarding the affected wages, hours of work, and/or terms and conditions of employment. However, nothing herein shall prohibit the CITY from instituting policy changes, with the understanding and agreement that any changes in benefits will be made retroactive to the date of the change in CITY operations.

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties, canceling any and all prior commitments, written or oral, between the parties. In addition to the above provisions, the parties may, upon mutual agreement, and as provided for in Section 42.2 (Amendment of the Agreement), engage in further collective bargaining if necessary.

41.2 SAVINGS CLAUSE

Nothing contained in this Agreement shall be construed as requiring either party to do anything inconsistent with federal or state law, or an order, decree or judgment of any court having jurisdiction over the parties.

Should any Article, Section or other provision of this Agreement, or the application of such, be rendered or declared unlawful and unenforceable by any applicable court action or by reason of any existing or subsequently enacted federal or state legislation, the remaining parts or portions of this Agreement shall remain in full force and effect; and, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or other provision.

In the event the CITY is required by State or Federal law to reduce the normal work week for some or all bargaining unit officers, all benefits may be adjusted on the appropriate pro-rata basis, and the parties agree immediately to negotiate the proposed adjustments.

ARTICLE 42

TERM AND AMENDMENT OF THE AGREEMENT

42.1 RENEWAL AND NEGOTIATION OF THE AGREEMENT

- A. This Agreement shall be effective as of the first day of July, 2007, and shall remain in full force and effect until the thirtieth day of June, 2010. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing at least six (6) months prior to the anniversary date that it desires to negotiate a new or modified Agreement.

In the event that such notice is given, negotiations shall begin not later than three (3) months prior to the anniversary date. This Agreement shall remain in full force and effect during such period of negotiations for a new or modified Agreement even if the period of negotiations should continue beyond the anniversary date. In this regard, during the period of negotiations which continues beyond the anniversary date, all provisions, procedures, salary rates, benefits and other conditions of employment shall automatically be extended until such time as a new or modified Agreement is approved and executed by both parties.

- B. Should the parties fail to agree upon any of the terms of a new or modified Agreement forty-five (45) days prior to the expiration of the Agreement, then either party may request, and both parties shall agree to use, the services of the Federal Mediation and Conciliation Service. This request shall also commence the process for interest arbitration under Section 14 of the Illinois Public Labor Relations Act. (Ill. Rev. Stat. Chapter 46, para. 1614). If a mediator is requested, the parties shall meet with him or her with fifteen (15) days of the request or at the mediator's first available date. If the parties are unable to agree upon any of the terms of the Agreement after the meeting with the mediator either party may immediately request arbitration under the terms of the Public Labor Relations Act.

If a mediator is utilized, both parties shall recognize the legitimacy of his or her advice, and shall bargain in good faith. It is further recognized by both parties that the services of this Agency shall be advisory only, and therefore, any conclusions reached or implied through the use of mediation shall be considered as a advisory only. However, both parties shall make a reasonable effort to reach agreement through the mediation service provided by said Agency. All expenses of mediation (if any) shall be shared equally by and between the CITY and the UNION, except as provided by law.

42.2 AMENDMENT OF THE AGREEMENT

During the life of this Agreement, this Agreement may be amended by the mutual written Agreement of both parties.

EXECUTION OF THE AGREEMENT

THIS DOCUMENT, in total, as set forth below, constitutes the entire agreement between the parties, and when executed, supersedes all previous understandings, commitments, and agreements between the parties, both written and verbal:

Agreement - Articles 1 through 42

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 28 day of MARCH, 2008.

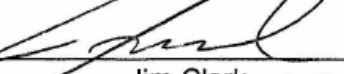
CITY OF CHAMPAIGN, ILLINOIS

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

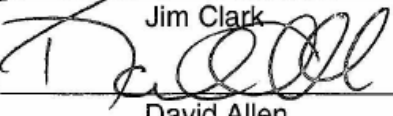
By: 
Steven C. Carter, City Manager

By: _____
Jack Turner

By: 
Chris Bezruki, Human Resources Director

By: 
Jim Clark

By: _____
R.T. Finney, Chief of Police


By: 
David Allen

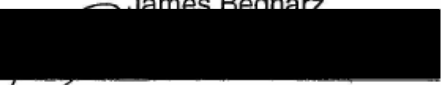
By: 

By: 
Joe Johnston

By: 

By: _____
James Bednarz

By: 

By: 
Becky Dragoo

By: _____

By: _____

RETIREMENT HEALTH SAVINGS PLAN FOR FOP EMPLOYEES

During the negotiation of the contract between the City of Champaign and the Illinois Fraternal Order of Police Labor Council of July 1, 2007 through June 30, 2010, the parties have agreed upon amendments to the City of Champaign FOP Retirement Health Savings Plan. The Plan shall provide for contributions per officer of \$25.00 per month, with \$12.50 contributions from each of the first and second bi-weekly paychecks of the month. In addition, there shall be contributed a percentage of the amount an officer would otherwise be entitled to receive as accrued sick leave, if any, at the time of separation from City service, according to the specifications included in the labor contract. The parties agree that the monthly contribution shall be deducted from the officer's current salary with no additional contribution by the City, and that the plan shall be in effect and contributions shall begin as of March 30, 2008. The plan conditions shall be reviewed annually by the parties and changes made upon mutual agreement. Changes, if any, will be effective at the commencement of the Plan year (January 1).

The plan is subject to regulation changes by the Internal Revenue Service and/or ICMA-RC. If such regulation changes result in non-compliance with the FOP RHS Plan, the parties will meet and agree on a new Plan. If agreement is not reached by the effective date of relevant regulations, the Plan will be suspended pending agreement.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be authorized to be executed by their duly authorized representatives this 28 day of March, 2008.

CITY OF CHAMPAIGN

ILLINOIS FRATERNAL ORDER OF
POLICE LABOR COUNCIL

By: 
Chris Bezruki

By: 