



City Council Memorandum

To: Mayor Manier & City Council
From: Jim Culotta, City Administrator
Date: 3/19/18
Re: Ratifying and authorizing Collective Bargaining Agreement between the City of Washington and the Illinois Fraternal Order of Police Labor Council, representing Full-time Telecommunicators

EXECUTIVE SUMMARY

A new 2-year collective bargaining agreement has been reached with the Illinois Fraternal Order of Police Labor Council, which represents our full-time telecommunicators. The term of this agreement is from May 1, 2017 to April 30, 2019. Wages are to increase 2.5% and be paid retroactively to May 1, 2017. Wages will also increase 2.5% on May 1, 2018.

REQUESTED ACTION

I request approval of the proposed agreement.

ATTACHED

1. Collective Bargaining Agreement

RESOLUTION NO. _____

Synopsis: The following resolution ratifies and authorizes the execution of a Collective Bargaining Agreement between the City of Washington, Illinois and Illinois Fraternal Order of Police Labor Council, representing full-time Telecommunicators of the Washington Police Department for the fiscal year beginning May 1, 2017 and ending April 30, 2019.

**A RESOLUTION RATIFYING AND AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF
WASHINGTON, ILLINOIS AND THE ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL, REPRESENTING FULL-TIME TELECOMMUNICATORS OF THE
WASHINGTON POLICE DEPARTMENT**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, TAZEWELL COUNTY ILLINOIS, as follows:

Section 1. That the Collective Bargaining Agreement between the City of Washington and the Illinois Fraternal Order of Police Labor Council, representing full-time Telecommunicators of the Washington Police Department, a copy of which is attached hereto, marked Exhibit "A" and by reference expressly made a part hereof, be, and the same is hereby ratified and approved.

Section 2. That the Mayor and City Clerk of the City of Washington be, and hereby are, authorized, empowered and directed to enter into, execute, and deliver said Collective Bargaining Agreement. Furthermore, the Mayor and the City Clerk are hereby authorized and empowered to sign, execute, seal and deliver any and all other documents and things necessary to take such further actions as may be necessary or advisable to effectuate said Agreement.

Section 3. That any requests for information from the press or public shall be duly recorded by the Clerk and all reasonable requests for information shall be complied with by the City Clerk subsequent to ratification by the City.

Section 4. That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this _____ day of March 2018.

AYES: _____

NAYS: _____

ATTEST:

Mayor

City Clerk

ILLINOIS FOP LABOR COUNCIL

and

CITY OF WASHINGTON

Full-Time Telecommunicators

May 1, 2017 – April 30, 2019

**Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058**

Web Address: www.fop.org

2017-2019 24-hour Critical Incident Hot Line: 877-IFOP911



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ARTICLE 1 - PREAMBLE

This Agreement is entered into by and between the City of Washington, an Illinois municipal corporation, (hereinafter referred to as "City" or the "Employer"), and the Illinois F.O.P. Labor Council, representing City of Washington full-time telecommunicators, (hereinafter referred to as the "Labor Council.")

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Labor Council representing the employees in the bargaining unit, to encourage and improve efficiency and productivity, and to prevent interruption of work and interference with the operations of the City.

It is the intent of both the Employer and the Labor Council to establish an entire Agreement covering rates of pay, hours of work, and other terms and conditions of employment for bargaining unit employees for the term of this Agreement, and to create a peaceful procedure for the resolution of differences.

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

ARTICLE 2 - RECOGNITION

The City recognizes the Labor Council as the exclusive bargaining representative for those employees whose job classifications are listed as included in the unit described in the Certification of Representation herein, namely:

Included: All full-time telecommunicators employed by the City of Washington

Excluded: All other employees employed by the City of Washington

The Labor Council, in recognition of its responsibility as bargaining agent, agrees to represent all covered employees fairly, regardless of whether they are members of the Labor Council.

ARTICLE 3 - UNION SECURITY, RIGHTS AND RESPONSIBILITIES

Section 3.1 Dues Check-off

While this Agreement is in effect, the City will deduct from each Labor Council member's paycheck once per month a sum of money for Labor Council dues for each Employee in the bargaining unit who has filed with the City a voluntary check-off authorization in a form supplied by the Labor Council.

A Labor Council member desiring to revoke the dues check-off authorization may do so by giving written notice at least thirty (30) days prior to the effective date of the change to the City and to the Labor Council.

If a full-time telecommunicator has no compensation due for a given period, the City shall not be responsible for collection of said dues. The Labor Council agrees to refund the employee any amounts of money paid in error by the City under this dues check-off provision. The Labor Council may change the dollar amount not more than once each year during the life of this Agreement. The Labor Council will give the City ninety (90) days written notice of any such change in the amount of dues to be deducted.

Any present full-time telecommunicator who is not a member of the Labor Council shall be required to pay a fair share (not to exceed the amount of the Labor Council dues) of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours, and other conditions of employment, but not to exceed the amount of dues uniformly required of the members. All full-time telecommunicators 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 telecommunicator in whose behalf the Employer has not received a written authorization as provided above, deduct from the wages of the full-time telecommunicator the fair share financial obligation and shall forward said amount to the Labor Council, subject only to the following:

- (1) the Labor Council has certified to the Employer that the affected telecommunicator has been delinquent in this obligation for at least thirty (30) days;

- (2) the Labor Council has certified to the Employer that the affected telecommunicator has been notified in writing of the obligation and the requirement for each provision of this Article and that the telecommunicator has been advised by the Labor Council of her obligations pursuant to this Article and the manner in which the Labor Council has calculated the fair share fee; and
- (3) the Labor Council has certified to the Employer that the affected telecommunicator 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 telecommunicator may have to the fair share fee.

The Labor Council shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions herein. If an improper deduction is made, the Labor Council shall refund directly to the employee any such amount and report same to City five (5) days prior to the issuance of the next payroll check. The employer shall provide a printout of all employees covered by this Agreement along with the remittance of Labor Council Dues once each month to the Illinois Fraternal Order of Police Labor Council, 974 Clock Tower Drive, Springfield, IL 62704.

Section 3.2 Non-Discrimination

The Union and the City agree to comply with all applicable laws relating to fair employment practices. The City and the Union agree not to discriminate for or against employees because of association activities or because of a refusal to engage in association activities.

The City reaffirms its commitment as an Equal Opportunity Employer. It shall be the policy of the City not to discriminate against any employee or job applicant on the basis of race, religion, national origin, sex, age or handicap with regard to any employment decision. The City is committed to hiring, promoting, transferring and disciplining employees solely on the basis of their abilities and qualifications and in accordance with the terms of this Agreement.

The parties acknowledge the City is subject to the requirements of the Americans with Disabilities Act of 1990, 42 USCA 12101-12213, as amended from time to time (the "ADA"). The parties also acknowledge each employee's responsibilities under ADA to make her disability known to the City and to request necessary accommodation.

Section 3.3 No Strike - No Lockout

The City agrees that there will be no "lock out" during the term of this Agreement. The Labor Council and telecommunicators agree there shall be no strike or work stoppage during the term of this Agreement.

ARTICLE 4 - MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the City retains all traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, to make and implement decisions with respect to the operation and management of its operations in all respects, including all rights and authority possessed or exercised by the City prior to the recognition of the Union as the bargaining agent for the employees covered by this Agreement. These rights and authority include, but are not limited to, the following: to plan, direct, control and determine all the operations and services of the City; to determine the City's budget and budgetary priorities; to levy taxes; to supervise and direct the working forces; to establish the qualifications for hire and conditions for continued employment and to select, hire, evaluate, promote and transfer employees; to schedule and assign work; to establish and enforce work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which operations are conducted; to utilize and select suppliers and subcontractors and to determine whether services are to be provided by employees covered by this Agreement or by other employees or non-employees not covered by this Agreement; to make, alter and enforce rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for just cause; to change or eliminate existing methods, equipment or facilities; to layoff or otherwise relieve employees from duty

because of lack of work or for other reasons; and to carry out the mission of the City; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE 5 - HOURS OF WORK

Section 5.1 Application of Article

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

Section 5.2 Normal Work Cycle and Work Week

The normal work cycle for employees shall be based on a work week beginning at Thursday, 08:00:00, and ending the following Thursday at 07:59:59.

Section 5.3 Normal Workday and Shifts

The normal workdays and shifts to which employees are assigned shall be stated on the departmental work schedule. The normal workday for regular, full-time telecommunicators shall be eight hours, including a paid, on-duty lunch break, to be taken on premises. All employees shall bid their work shifts and days off in accordance with their seniority. There shall be a shift bid from November 1 – November 8 of each year which will then take effect in January. During this shift bid each Employee shall also make their first vacation selection as part of the vacation bidding process set forth in Section 9.3 of the collective bargaining agreement. A second shift bid will take place from June 1 – June 8 of each year to take effect in July. Shift bidding will occur whenever a shift vacancy occurs (which the Chief determines is to be filled), when the normal workday is changed, or when a probationary telecommunicator is no longer actively engaged in training. Employees will be allowed to take periodic breaks as long as they are not out of service and properly perform their duties.

Section 5.4 Changes in Normal Work Workday and Shifts

Should it be necessary in the interest of efficient operations to establish schedules departing from the posted normal work schedule, the City will, when

reasonably practicable, give at least twenty-four (24) hours notice of such changes to the individuals affected by such changes, emergency and weather-related conditions excepted. Departure from posted work schedules shall not be made solely to avoid overtime.

Section 5.5 Overtime Pay

For purposes of this Section, regular hours of work shall be defined as forty (40) hours per work week, Thursday through Wednesday. For purposes of determining overtime eligibility, hours worked shall be defined as hours actually worked, vacation leave and compensatory time taken off. Sick leave, holidays not worked, and other paid or unpaid leave shall not be considered hours worked. Hours worked in excess of forty (40) in any work week shall be considered overtime and will be compensated at the rate of time and one-half (1½) the employee's regular hourly rate. All mandatory overtime shall be compensated at the time and one-half (1½) rate.

Section 5.6 Call-Backs, Court Time

A call back is defined as an official assignment of work that does not continuously precede or follow an employee's regularly scheduled working hours. Employees reporting back to work to the employer's premises while off-duty shall be compensated for such call back for a minimum of two (2) hours or actual hours worked, whichever is greater.

Employees covered by this Agreement who are required to attend court outside their regularly scheduled work hours shall be compensated at the overtime rate with a minimum of two (2) hours. For the purpose of this Section the court appearance shall relate solely and specifically to their duties as an employee of the City. It is not the intention of this Section to cover non-employment related court appearances.

Section 5.7 No Pyramiding

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section 5.8 Hours and Overtime

The Chief of Police or his designee(s) shall have the right to require overtime work and employees may not refuse overtime assignments. All potential overtime may first be offered to part-time telecommunicators. Any remaining overtime, determined by the Chief or his designee to be necessary, shall be offered to bargaining unit employees and shall be distributed in accordance with current practice, except as modified by subparagraphs (a), (b), (c), (d), (e) and (f) below:

- (a) If no part-time or full-time employee agrees to take overtime voluntarily, overtime may be distributed to employees under the order-in list.
- (b) Bargaining unit employees will be required to work no more than twelve (12) hours in any 24-hour period, unless an emergency situation arises.
- (c) "Incidental Overtime" refers to overtime generated by circumstances at the beginning or end of an employee's shift and overtime of four (4) hours or less in duration. The Employer will offer incidental overtime to whoever is currently on duty or scheduled to come in according to who is up first in the overtime book between the ending shift and the beginning shift employees.
- (d) Non-mandatory overtime opportunities shall be offered to Telecommunicators by the city in blocks of four hour increments, or less when the circumstances dictate. Telecommunicators may voluntarily select these overtime opportunities on a rotating basis consistent with current practice. Each Telecommunicator shall be allowed to schedule a maximum of eight hours per turn in each rotation.
- (e) Mandatory, order-in, overtime assignments shall be assigned in blocks of four hour increments, or less when circumstances dictate. The Telecommunicator ordered into work shall have the option of working the entire shift should she so elect. In the event that the Telecommunicator does not elect to work the entire shift, the next Telecommunicator on the order-in list shall be ordered-in to work the remainder of the shift. Except in cases of emergency, any employee who has been granted paid leave contiguous with their regular days off shall not be subject to mandatory, order-in overtime assignments for the period of said leave and contiguous regular days off. Anything in this subsection (e) to the contrary notwithstanding, a Telecommunicator working traded time on his or her regular days off is subject to order-in for the four (4) hour blocks immediately adjacent to the traded time, a Telecommunicator working voluntary overtime on his or her regular day off is subject to order in for

the four (4) hour block immediately preceding such voluntary overtime period subject to other rules and limitations of this Section.

- (f) Anything above to the contrary notwithstanding, in the event no employee is available to work an overtime assignment, the Chief or his designee may require the on-duty employee to continue at work until properly relieved.

ARTICLE 6 - SICK LEAVE

Section 6.1 Purpose

Sick leave with pay is provided in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees for them to work while sick.

Section 6.2 Sickness or Injury Leave

An employee contracting or incurring any non-work related sickness or disability and who is unable to work shall receive sick leave with pay only as set forth in this Article. Any employee who incurs any work-related sickness or disability while performing compensated services outside of her employment with the City shall not be entitled to use of sick leave with pay from the City, if the employee is receiving or entitled to worker's compensation benefits from the other employer.

Section 6.3 Routine Appointments

When practical, employees may use sick leave for non-emergency, routine physician, dental, and eye appointments.

Section 6.4 Sick Leave Accrual

Paid sick leave shall be credited to all employees covered by this Agreement, as follows: on the date of initial employment, the employee will be credited with twelve (12) sick leave days; and beginning with the end of the thirteenth month of employment shall be credited with one sick leave day per month, subject to the following sections.

Section 6.5 Notification

To utilize accrued sick leave, the employee will notify the Department as to the nature of her illness or injury and its expected duration prior to the start of her shift, or as soon as practicable.

Section 6.6 Sick Leave Utilization

Sick leave with pay shall be credited to all eligible employees as follows:

- (a) employees shall earn a credit of one sick leave day for each month in which they have actual hours worked as defined in Article 5, Section 5; and,
- (b) employees may accumulate up to a maximum of one hundred sixty (160) sick leave days for sick leave use. Additional days up to 240 may be accumulated for pension credit purposes.

Section 6.7 Good Health Incentive

Employees who use no more than eight (8) hours of sick leave in any calendar year quarter shall receive eight (8) hours of pay or an additional eight (8) hours added to the employee's sick leave bank, at the employees' election.

Section 6.8 Medical Examination

The City may, at its discretion, require an employee to submit a physician's verification of illness. Such verification shall normally be required if an employee uses more than two (2) consecutive days of sick leave.

The City may also require a physician's verification that the employee is well enough to return to work. The City may, at its option, require an employee to submit to an examination by a physician or other medical professional chosen by the City. If the City requires an employee to submit to an examination by a physician designated by the City, the City will pay the medical expenses to the extent they are not covered by insurance. Abuse of sick leave is a serious matter and is subject to disciplinary action.

Section 6.9 No Buyback

No employee is entitled to compensation for unused sick leave credits. At termination of employment, for whatever reason, all sick leave credits will expire, except as provided elsewhere in this Section.

ARTICLE 7 - SPECIAL LEAVES

Section 7.1 Funeral Leave: Death in the Immediate Family

Up to five (5) days of sick leave with full pay shall be granted to an employee in case of death of a spouse or child. In the case of a death within the immediate family, up to three (3) days of sick leave with full pay shall be granted. The immediate family shall be interpreted as the employee's parent or step-parent, sibling, grandparent, grandchild or comparable relatives of the spouse. The purpose of this leave is to facilitate the employee's participation in those activities normally associated with the death of a relative. Additional time off (sick leave, compensatory time, or vacation, at the employee's choice) may be granted with the Chief's approval, which shall not be unreasonably denied.

Section 7.2 Funeral Leave: Death of a Close Friend

The Police Chief, in his discretion, may allow an employee to use a sick leave day to attend the funeral of members of the family not defined above or of a close family friend.

Section 7.3 Temporary Leave of Absence

The Police Chief may grant a temporary leave of absence up to three (3) days with or without pay.

Section 7.4 Long Term Leave of Absence

The City Administrator may grant a long term leave of absence without pay for a period not to exceed one (1) year.

Section 7.5 Military Leave

Military leave shall be granted in accordance with applicable law.' Employees must apply for such leave as soon as they are aware of the need for such leave. Furthermore, such employees shall notify the Police Chief promptly upon separation from military service.

Section 7.6 Non-Employment Elsewhere

A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in any employment elsewhere during such leave may immediately be terminated by the City.

Section 7.7 Family and Medical Leave Act

The City shall follow and provide for the bargaining unit employees' family leave in accordance with the Family and Medical Leave Act of 1993 (FMLA.)

The employee shall use accrued vacation, compensatory time, and/or accrued sick leave while on Family leave, until such leave is exhausted. The employee's health insurance will remain in effect during this leave and will be paid by the Employer in the same ratio as if the employee were working.

Section 7.8 Jury Duty

Any employee required to serve on a grand jury or petit jury shall be granted leave for the period required to serve on such jury. The City agrees to pay all employees called to serve on any jury the difference in wages between jury pay and their regular earnings due to examination, selection or actual service on a jury (for example, an employee who signs over her jury duty check to the City will receive from the City her regular scheduled wages for such duty.)

ARTICLE 8 - VACATIONS

Section 8.1 Vacation Accrual

Full-time telecommunicators covered by this Agreement shall earn and receive vacation leave as follows:

- (a) Each telecommunicator shall earn and accrue vacation leave as follows:

During the first through fifth year of employment:

80 hours per year

During the sixth and subsequent years of employment:

80 hours per year plus 8 additional hours of vacation leave for each and every year completed in excess of five years up to a maximum of 200 hours total vacation leave per year.

- (b) All vacation leave may be taken subject to the needs for orderly scheduling, previously scheduled vacations, reasonable operational needs, emergencies, and to the limitations set forth in Section 8.3 below.
- (c) The City may buy, and the employee may sell, unused vacation time without any requirement for additional collective bargaining. Voluntary buyback shall be subject to the following conditions:
- (1) The Chief of Police may offer to buy back unused vacation time each year and, if so, said offer shall be given, in writing, to all employees.
 - (2) Employees desiring to sell back unused vacation time shall give written notice to the Chief of the amount of time to be sold back no later than 15 days after notice provided in paragraph (1) above.
 - (3) The Chief shall notify the employee of the amount of vacation time the City will buy back no later than 15 days after the notice deadline provided in paragraph (2) above.
 - (4) Only vacation time in excess of the carryover may be purchased. Permitted carryover is not to exceed five (5) days for employees with up to fifteen (15) years of service and not to exceed ten (10) days for employees with fifteen (15) or more years of service.
 - (5) Employees shall be paid for vacation time bought back by the City at the employee's current rate of pay at the time of the buyback.
- (d) Employees shall earn vacation time for each month in which they have actual hours worked as defined in Article 5.

Section 8.2 Vacation Rate of Pay

The rate of vacation pay shall be the employee's regular straight-time rate of pay.

Section 8.3 Vacation Scheduling

Telecommunicators desiring vacation leave for the following calendar year shall submit their requests in writing on the form provided by the City. The scheduling of vacations shall occur as follows:

- A. Commencing on November 1 and concluding on December 15 (the Sign-Up Period) of each year, a sign-up procedure will be conducted for the following calendar year.
- B. The telecommunicator with the most seniority shall sign up first for vacation time of her/his choice followed by the telecommunicator with the second-most seniority, etc. The selection process will cover a 12 month, January to December, calendar period and be posted so that each employee may see what vacation, if any, has been selected prior to their choosing so as to avoid potential conflicts.
- C. Each telecommunicator shall select a vacation block ("Vacation Block") of one or more consecutive work days not to exceed telecommunicator's vacation accruals at the time of the scheduled vacation.
- D. During the Sign-Up Period, each telecommunicator shall have three (3) days in which to select her/his Vacation Block during each round of the Sign-Up Period. If the telecommunicator fails to sign up within the three (3) day period, her/his turn for that round shall be forfeited. It shall be the obligation of the telecommunicator to sign, date and deliver the vacation sign-up form showing her/his Vacation Block to the Chief, or his designee, within said three (3) day period.
- E. After all members of the Bargaining Unit have signed up, passed or forfeited, additional rounds will proceed in the same fashion through December 15.
- F. Requests for vacation which are submitted after December 15 will be granted in the order in which the vacation requests are received, with those received first having priority. In the event of requests received on the same day for the same vacation day or days, then seniority will be a determining factor.
- G. A telecommunicator, whose vacation has been approved as a result of the above-listed process, shall not have her/his vacation cancelled or changed, except in the case of a bona fide emergency. Approved vacation shall extend to the start of the next regularly scheduled work shift. In the event of a change or cancellation due to a bona fide emergency, if the telecommunicator has made a financial commitment that cannot be refunded, the Employer shall be responsible for reimbursement to the telecommunicator for the non-

reimbursable portion of that financial commitment if, and only if, the telecommunicator notifies the Chief, or his designee, in writing, of her/his financial commitment, including verification of the amount of the commitment within twenty-four (24) hours of receiving notice of the change or cancellation of the vacation.

- H. In the case of all other vacation requests, the telecommunicator shall be notified of approval or denial of his/her vacation requests within a reasonable period of time after submission of the request.

Section 8.4 Vacation Usage

Employees must use their vacation leave in no less than one half (1/2) day increments.

Section 8.5 Vacation Carry Over

Ordinarily, vacation leave must be taken in the calendar year following the year it was earned and accrued. However, earned vacation not to exceed five (5) days (or forty (40) hours) for employees with up to fifteen (15) years of service, or not to exceed ten (10) days (or 80 hours) for employees with fifteen (15) or more years of service, may be accumulated and carried over from one year to another upon approval of the Police Chief. Any unused vacation in excess of the leave carried-over will be forfeited at the end of the calendar year.

Section 8.6 Vacation Paid at Termination

Any unused vacation to which an employee is entitled will be calculated and paid by the City when termination occurs, at her then current rate of pay.

ARTICLE 9 - HOLIDAYS

Section 9.1 Holidays

Full-time employees covered by this Agreement shall be granted the following ten (10) paid holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Thanksgiving Day
Easter	Day After Thanksgiving Day
Memorial Day	Christmas Eve Day
Fourth of July	Christmas Day

In order to qualify for holiday pay, the employee must work the full scheduled shift on her last scheduled day before the holiday and the full scheduled shift on her next scheduled day after the holiday. An employee on approved time off (excluding sick leave) for vacation, City mandated training, or compensatory time on either of the above referenced shifts shall not be in violation of this provision. Employees who are scheduled to work, but who use a sick leave day on the holiday shall not be eligible for the eight (8) hours regular pay at straight-time for the holiday.

Section 9.2 Working On Holidays

Eligible employees who work on a holiday shall receive eight (8) hours regular pay for the holiday plus double time pay or compensatory time off for the first eight (8) hours worked on the holiday. Time worked in excess of eight (8) hours on a holiday shall be compensated at two and one-half (2½) times the regular hourly rate. Employees who are not scheduled to work a holiday, but who are called in to work such holiday shall receive pay or compensatory time off at the rate of two and one-half times (2½) their regular hourly rate for all time worked on the holiday. An employee normally scheduled to work a holiday may request the holiday off and, if granted, receive eight (8) hours straight time pay for the holiday in lieu of using other benefit time. Section 5.5 notwithstanding, such time off will count as hours worked for the purposes of overtime eligibility.

When a holiday falls on an employee's scheduled day off, such employee shall receive eight (8) hours regular pay at straight time for the holiday. Employees may elect to receive eight hours of compensatory time in lieu of pay. In order to receive compensatory time, the employee must submit her written election on or before the holiday.

It is understood all such compensatory time earned pursuant to this Section is subject to the provisions of Section 17.1.

ARTICLE 10 - INSURANCE

Section 10.1. Health Insurance Coverage

The Summary of Benefits currently offered is marked Appendix A and attached hereto. The City shall have the right to change carriers, self-insure, reimburse employees or utilize any combination of same at any time from time to time during the term of the Agreement. The City may modify benefits during the term of this Agreement only pursuant to Section 5 below.

Section 10.2. Employee Contribution

Monthly employee contribution shall be paid through payroll withholding consistent with current practice. In no event however, shall the employee's contribution during the term of this contract exceed the coverage premiums of the City's covered non-union employees.

Section 10.3. Wellness Incentive

As a wellness incentive the City shall, commencing October 1, 2013, reward qualifying employees by crediting toward their contribution for health insurance premium cost \$25/month for those selecting single coverage and \$50/month for those selecting family coverage. To qualify, the employee must:

- (a) Submit to the City an annual certification from a physician documenting that the employee has had a physical check-up which included as a minimum a review of the employee's family medical history; blood testing consisting of at least a CBC (complete blood count), a CMP (complete metabolic profile) and an FLP (fasting lipid profile); and check of blood pressure. The results of the examination and testing shall not be disclosed to the City. The parties understand that the intent of this requirement is that the employee be informed of his or her personal health condition and risks based upon the testing and family medical history. The City is entitled only to confirmation that the employee has received the physical check-up consisting to the elements described here and has reviewed same.
- (b) Totally abstain from the use of any tobacco or nicotine products of any kind and certify such abstinence to the City upon request.
- (c) Annually attend a health fair to be offered by the City, if scheduled during the employee's regular working hours.

The City shall be responsible for the cost of the examination and test referenced in (a) above which are not covered by the health insurance plan. The credit toward the contribution for health insurance shall commence the month next following the receipt by the City of the physician's certification and continue for 12 months thereafter providing the employee is at all times in compliance with (b) and (c) above.

Section 10.4. Increases in Coverage Costs

Any increase in the cost of premium during the term of this Agreement shall be shared equally between the City and employees, except that in no event shall the employee contribution toward the health insurance premium for family coverage be increased by more than \$150.00 per month from one year to the succeeding year and in no event shall the employee contribution toward the health insurance premium for single coverage be increased by more than \$100.00 per month from one year to the succeeding year.

Section 10.5 Changes in Plan Coverage and Health Insurance Committee

Before the City makes any changes in plan benefits the changes shall first be submitted to the Health Insurance Committee, which shall consist of seven members. The City Administrator and two elected officials appointed by the Mayor shall serve on the Committee, together with one member chosen by the laborers' bargaining unit, one member chosen by the telecommunications' bargaining unit and one member chosen by the police officers' bargaining unit and one employee who is not a department head and not in a bargaining unit designated by the City Administrator, but subject to approval by a majority of the other six members of the Committee. If no majority votes to approve the designation, the union members shall choose a candidate who is not a department head and not in a bargaining unit, and a flip of a coin shall determine if the City Administrator's designee or union members' selection shall serve on the Committee.

In the event that either the telecommunications' bargaining unit or the police officers' bargaining unit fails to designate a person to serve as a member of the Health Insurance Committee, the laborers' bargaining unit may choose an additional member to serve until April 30, 2015. In the event that one and only one of the City's three bargaining units fails to designate a person to serve as a member of the Health Insurance Committee subsequent to April 30, 2015, one of the other two bargaining units, determined by a flip of a coin, may choose an additional member. In the event that both the telecommunications' bargaining unit and the police officers' bargaining unit fail to designate a person to serve as a member of the Health Insurance Committee, the laborers' bargaining unit may choose two additional members to serve until April 30, 2015. In the event that both the laborers' bargaining unit and the police officers' bargaining unit fail to designate a person to serve as a member of the Health Insurance Committee subsequent to April 30, 2015, the telecommunications' bargaining unit may choose two additional members. In no event will there be more than seven members total on the Committee nor less than three members designated by one or more bargaining unit. A majority vote of the Health Insurance Committee shall be required before making any substantial changes in plan benefits. The reference to the date of April 30, 2015 shall not be considered a sunset provision for the committee and is used herein to simply illustrate committee membership makeup.

The Committee shall be co-chaired by the City Administrator and another member elected by a majority of the union members. Except for the City Administrator and elected officials, Committee members shall be currently enrolled in the City's health insurance plan. A bargaining unit member of the Committee, however, may designate another bargaining unit member who is not currently enrolled in the City's health insurance plan to attend Committee meetings in his/her stead, but such person shall have no vote. The co-chairs of the Committee will be responsible for scheduling meetings and preparing written information for the meeting. The City shall be responsible for providing minutes and meeting the other administrative needs of the Committee. Each Committee meeting, whether regular or special, shall follow an official

agenda prepared and distributed at least five working days, as defined by City Hall working days, in advance of said meeting. Agenda items for consideration may be placed in writing by any member on the Committee; however only items placed upon the official agenda shall be discussed during any Committee meeting. Other items not on the agenda may be only discussed, in a non-binding fashion, if approved by the majority of those members in attendance. Official agendas shall be prepared by the Committee co-chairs through input from the Committee members.

The Committee will:

- Provide regular and timely communication with participants
- Monitor the Insurance Fund so as to maintain a healthy fund balance
- Consider changes (reduction or enhancements) to the benefit structure based on industry standards, actuarial data, plan performance, claims history, the status of the Insurance Fund balance and other applicable data
- Consult with experts as needed
- Monitor the rebidding of the Insurance plan
- Have access to all information and data needed to carry out its responsibilities, including master policies, benefit documents, claim procedures and experience, etc., subject to privacy rights
- Consider all options which are in the best interests of the plan, taking into account, without limitation, benefit designs and options, cost savings, cost containment options, managed care, preventative and wellness programs and the like
- Consider modifications of the benefits currently in effect, selection of insurance and stop-loss reinsurance carriers, selection of third party administrators, selection of managed care networks and brokers, management of accumulated reserves, selection of the funding mechanism for coverage (i.e. fully funded conventional, self-funded, etc.), establishment of premium levels for single and dependant coverage, subject to the respective collective bargaining agreements
- Educate plan participants concerning the Insurance Plan and the options and alternatives available to each participant

The Committee shall meet quarterly on a regular basis, preferably on an established regular meeting date. The Committee may meet more frequently if needs require. Special meetings may be called upon demand of any two of the members submitted in writing to the co-chairs. Meetings shall be called with a minimum of ten working days' notice to the members. Working days shall be defined as days that the City Hall is open for business. Employees who are on duty shall be granted time off from work with pay to attend meetings. There shall be no compensation paid by the City for attendance at meetings when employees are not on duty. Any member of the Committee who cannot attend a meeting may send an alternate, which alternate shall be entitled to vote only if the alternate is currently enrolled in the City's health insurance plan.

Section 10.6 Flexible Benefits/Section 125 Plan

The Employer shall continue to make available to bargaining unit employees the flexible benefits/Section 125 plan made available to all other employees and under the same terms as made available to all other employees. The flexible benefits limit shall be \$2,500 per year.

Section 10.7 Life Insurance

The City shall provide, at no cost to the full-time employee, term life insurance coverage in the amount of twenty thousand dollars (\$20,000.)

Section 10.8 Terms of Insurance Policies to Govern

The extent of coverage under the insurance policies (including HMO and self-insured plans) referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes there under shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability for the City, nor shall such failure be considered a breach by the City of any obligation undertaken under this or any other agreement. Nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the City, employee or beneficiary of any employee, and nothing in this Section shall relieve the City of its obligation to provide insurance coverage as expressed herein.

Section 10.9 Retiree Health Insurance Plan (Defined Benefit):

The City shall provide to eligible telecommunicator retirees the same medical/dental insurance coverage and benefits as are provided to all other active full-time telecommunicators at the same premium cost as set forth above in Article 10, Section 2, 3 and 4. To be eligible for said retiree medical/dental insurance, the telecommunicator must meet the following requirements:

- 1) Have been hired as a full-time employee of the City of Washington, IL, on or before August 1, 1998;
- 2) Be at least fifty-five (55) years of age;
- 3) Have the sum of the employees' age plus her/his years of City of Washington IMRF service credit equal at least "80"; and

- 4) Be actively enrolled in the City's health insurance plan at the time of retirement.

This benefit shall cease at such time as the retiree reaches sixty-five (65) years of age or becomes eligible for Medicare, whichever occurs first, or at such time as said insurance coverage is otherwise terminated by the retiree. In the event that a retiree obtains employment that includes health insurance as a benefit, the City's health insurance coverage shall become "secondary."

Those employees who qualify for the retiree health insurance benefit described in this Section may elect to forfeit their eligibility to receive said benefit. Said election shall be made in writing on or before August 1, 2007, on a form to be provided by the City, and, once made, shall be permanent and irrevocable. Those electing to forfeit their eligibility shall receive the benefits described in Section 10.10 of this Article.

Section 10.10 Post-Employment Health Savings Plan (Defined Contribution):

The Employer shall establish a post-employment health savings plan in lieu of and for the benefit of those employees who are either ineligible to participate in the retiree defined benefit health plan provided in Section 10.9 or who voluntarily opt out of said plan. The Employer agrees to make contributions to each eligible employee's post-employment health savings plan in an amount equal to one and three quarters (1.75%) percent of each telecommunicator's base wage, retroactive to May 1, 2017.

Employees shall be eligible to purchase, at retirement, the medical/dental insurance coverage offered to active members of the bargaining unit in accordance with 215 ILCS 5/367(j).

Employees who leave the employ of the City prior to meeting the requirements of 215 ILCS 5/367(j), or who have met the requirements but choose not to continue participation in the City's medical/dental insurance plan shall be entitled to use accumulated funds in the post-employment health savings plan for qualifying health insurance expenses consistent with the plan as well as applicable law.

ARTICLE 11 - GRIEVANCE PROCEDURE

Section 11.1 Definition

A "grievance" is defined as a dispute or complaint by an employee or the Labor Council claiming that an express written provision of this Agreement has been violated, misinterpreted or misapplied, with the following exceptions:

- (a) probationary employees may not grieve any matter of discipline or discharge.
- (b) any specific provisions hereof, if any, which expressly preclude resorting to the grievance procedure at Article 17 entitled "Discipline and Discharge," may not be grieved.

For the purposes of this Article 11 only, the term "work days" shall include all calendar days except Saturdays, Sundays and holidays, as enumerated in Article 9 of this Agreement.

Section 11.2 Procedure

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

First Step: The Labor Council or employee shall present in writing the grievance to the Deputy Chief of Police or his or her designee, within ten (10) work days of the incident underlying the grievance. The Deputy Chief of Police or his or her designee shall give to the Labor Council or employee a written response within an additional ten (10) work days of receipt of the written grievance. If no Deputy Chief is appointed, then the Chief of Police is the first step in the Grievance Procedure and the City Administrator is the second step.

Second Step: If the grievance cannot be resolved at the first step, the Labor Council or employee shall have the option of requesting in writing that the grievance be advanced to the level of Chief of Police or his designee within ten (10) work days after receiving the denial at Step 1. The Chief of Police or his designee shall hear the grievance within ten (10) work days from receipt of the written request and shall give a written response on the grievance and

communicate it to the Labor Council or employee, respectively, within ten (10) work days after the hearing.

Third Step: If the grievance cannot be resolved at the second step, the Labor Council upon written notice within ten (10) work days after the deadline for the written response of the Chief of Police, shall have the option of referring the grievance to arbitration. Unless the parties agree to the selection of an arbitrator within ten (10) work days of such written notice, the Federal Mediation and Conciliation Service will be requested to provide a panel of seven arbitrators. The parties will determine by coin toss which shall have a right to strike the first name. Thereafter, the other party shall strike one of the remaining names and thereafter each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be final and binding on the parties. No more than one grievance can be submitted to the same arbitrator, except by the mutual agreement of the Labor Council and the City.

The arbitrator's fees and expenses and the costs of transcripts and room rental shall be borne equally by the parties. Neither the grievant(s) nor the Labor Council representative will be paid for any time associated with the grievance and arbitration procedures unless mandated by law. In an arbitration, each party will be responsible for compensating its own representatives and witnesses.

The failure of a grievant or Labor Council to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and the grievance shall be considered to be settled on the basis of the City's last answer. The failure of the City to give an answer within the time limits shall be considered a denial and permit the grievant to proceed to the next step. The time limits may be extended by mutual agreement in writing.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The City and the Labor Council shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the Labor Council retain the right to employ legal counsel.

Nothing in this Agreement prevents an employee from presenting a concern to the City and having this concern discussed and settled without necessity of entering into the grievance procedure.

Section 11.3 Miscellaneous

No member of any bargaining unit shall have any authority to settle or respond to a grievance as defined in Section 11.1. Moreover, no action, statement, agreement, settlement, or representation made by any member of any bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the City unless and until the City has agreed thereto in writing.

ARTICLE 12 - SENIORITY, PROBATION, LAYOFF AND RECALL

Section 12.1 Definition of Seniority

- (a) Bargaining Unit Seniority – the length of service from their last date of hire as a full-time telecommunicator within the Washington Police Department telecommunicator's FOP bargaining unit. This seniority shall be used for: vacation bidding, shift bidding, longevity pay (when applicable); and layoff/recall. Bargaining unit employees who are either promoted or transferred to a non-bargaining unit position within the City shall retain their bargaining unit seniority, but shall not continue to accrue bargaining unit seniority.
- (b) City Employment – the length of continuous service as an employee of the City of Washington from their last date of hire shall be used for determining vacation accrual and carryover and sick leave carryover.

Section 12.2 Probationary Period

Every new employee shall be required to complete a probationary period of one (1) year of work. Such probationary period shall begin upon the first day of work. The Police Chief, at his option, may extend such probationary period for any employee up to

a total of six (6) months of work to enable further evaluation of the employee's performance.

Section 12.3 Seniority List

On or about January 1st of each year, the City will provide the Union with a seniority list of all employees in the bargaining unit setting forth each employee's seniority date. The City shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the City in writing within fourteen (14) days after the Union's receipt of the list.

Section 12.4 Layoff

The City, in its discretion, shall determine whether layoffs are necessary for budgetary purposes. If it is determined that layoffs are necessary, employees covered by this Agreement will be given thirty (30) days prior written notice and be laid off in accordance with their seniority, the least senior being the first to be laid off. Part-time then probationary employees are to be laid off before full-time employees.

Section 12.5 Recall

Employees who are laid off shall be placed on a recall list for a period of twenty four (24) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff. Employees who are eligible for recall shall be given seventeen (17) calendar days' notice of recall (with the first of the seventeen (17) days being the date the notice to the employee is postmarked.) The notice of recall shall be sent to the employee by certified mail with a copy similarly mailed or personally delivered to the Labor Council, provided that the employee must notify the Police Chief or his designee of her intention to return to work within seven (7) days after receiving or being deemed to have received notice of recall. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of each employee to provide the Police Chief or his designee with her latest mailing address.

An employee shall be deemed to have received notice seventeen (17) days from the date of the postmark of the notice. If the City has not heard from the employee within seventeen (17) calendar days of the date of the postmark of the notice of recall, the employee's name shall be removed from the recall list and her right to recall shall terminate without further notice.

Section 12.6 Termination of Employment

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

- (a) quits;
- (b) retires or is retired;
- (c) is discharged for just cause;
- (d) fails to report to work without prior notice for two (2) consecutive working days, except for circumstances completely out of her control;
- (e) is laid off and fails to make written application to be reinstated to her position with seventeen (17) days after notification of recall;
- (f) does not report to work immediately following termination of a scheduled vacation or conclusion of sick leave except for circumstances beyond her control;
- (g) does not report for work after a leave of absence within the time requirements set forth in this Agreement;
- (h) is permanently disabled; for purposes of this provision, a person shall be considered permanently disabled when he or she is injured or becomes ill other than in the performance of his or her duties as a telecommunicator and because of such injury or illness is unable to perform his or her duties for a period of twelve (12) months;
- (i) is laid off or furloughed without pay for a period in excess of twenty (24) months;
- (j) accepts employment elsewhere except with the express written consent of the Chief. Such consent shall not be unreasonably withheld. It is understood that employees on layoff or disciplinary leave status may seek interim employment elsewhere.

Section 12.7 Lateral Entry

The City may hire qualified telecommunicators from other departments or agencies and insert them into the F.O.P. pay plan for base pay, subject to the following conditions:

- (a) the telecommunicator may not be placed in a position in the pay plan that exceeds their actual years of service with another department or agency; and
- (b) no telecommunicator may be placed in the pay plan higher than beginning their fifth (5th) year
- (c) such telecommunicators hired pursuant to this Article shall start with zero years of seniority, regardless of prior service or where they are placed on the pay plan.

ARTICLE 13 - CHEMICAL ABUSE POLICY

Section 13.1 Purpose

An employee will be permitted to take an unpaid leave of absence for the purpose of undergoing treatment pursuant to an approved alcohol or drug use clinic or facility. The leave of absence must be requested prior to the commission of any act subject to disciplinary action.

Section 13.2 Leave of Absence

Any leave of absence pursuant to Section 1 shall be on a one-time basis and shall be for a maximum of sixty (60) days, but same may be extended for an additional thirty (30) days by mutual agreement for good cause shown. Accumulated sick and vacation time may be used on said leave. While on such leave, the employee shall not accrue any of the benefits provided by this Agreement or any Letter of Understanding hereto.

Section 13.3 Evidence of Treatment

An employee requesting to return to work from a leave of absence for drug and/or alcohol use shall be required to present evidence of successful completion of

treatment or a rehabilitation program at or sponsored by a recognized hospital, clinic, facility or agency.

Section 13.4 Return to Active Status

Upon written evidence of successful completion of treatment of the rehabilitation program and passing the alcohol and/or drug test, the employee's leave will be terminated and the employee will return to active status in the same manner as other employees returning from leaves of absences. Any employee returning to active status after drug treatment or rehabilitation shall be subject to random testing by the City for a period of two (2) years.

Section 13.5 Right to Test

The Employer shall have the right to request an employee to submit to chemical and/or alcohol testing if a reasonable basis for such request exists. Random testing shall not be used to gain a reasonable basis for such request.

Section 13.6 Testing Procedure

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

- (a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- (b) have in place 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.
- (c) collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test, and a sufficient amount to set aside and to reserve for later testing, if requested by the employee within 72 hours of receiving the results of the initial test.
- (d) collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration.
- (e) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by Gas Chromatography Mass Spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.

- (f) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Employer within seventy-two (72) hours of receiving the results of the initial test; which laboratory or hospital shall have the same qualifications as set forth in sub-paragraph (a) of this paragraph 6.
- (g) the Employer shall provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the result.
- (h) For purposes of this policy and agreement, a test for the presence of drugs shall be deemed positive where the concentration of a drug or controlled substance found in the sample is at or above the levels established by federal or state regulation on drug testing, or with respect to illegal, designer drugs, is found to be present. For the purpose of determining whether the officer is under the influence of alcohol, the test results showing an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood, shall be deemed positive and demonstrate the employee to be under the influence of alcohol.

Section 13.7 Disciplinary Action

If the initial and the confirmatory test prove positive, the employee shall be subject to disciplinary action, which may include discharge.

Section 13.8 Unpaid Leave of Absence

Any employee whose said tests prove positive may, within forty-eight (48) hours of learning of said results, request an unpaid leave of absence, which request shall be submitted to the Police Chief. The Police Chief may, in his discretion, deny same or recommend to the City Administrator or the City Administrator's designee that said request be granted. The City Administrator may grant or deny the same in whole or in part in his or her discretion. A denial by the Police Chief or the City Administrator shall not be subject to the grievance procedure.

Section 13.9 Costs

All costs of testing pursuant to this Chemical Abuse Policy, except the additional sample test pursuant to subparagraph (f), shall be borne by the City.

ARTICLE 14 - CLOTHING ALLOWANCE

Section 14.1 Uniform Purchase

All uniforms, protective clothing, safety equipment and protective devices which are required by the Employer to be worn or used shall be provided by the Employer at no cost to the employee. The City will provide such clothing upon hire (except seasonal clothing which shall be provided on a seasonal basis), and replace as needed, up to the maximum as shown below:

<u>No.</u>	<u>Item</u>
6	Polo Style Shirts
3	Docker Style Khaki Pants
1	Sweater
1	Black Shoes
1	Black Belt

(including all required sewn or stitched logos/names/patches, etc.)

The City shall purchase and provide each telecommunicator and all subsequently hired personnel with one complete set of the above listed clothing items. Thereafter, the City's annual obligation for clothing allowance for each employee is limited to \$425.00 for each following fiscal year (May 1 through April 30). The annual clothing allowance, \$425.00, for each subsequent year shall be paid, via a separate check, to each bargaining unit member on the first pay period following April 30. The initial annual clothing allowance provided to newly hired employees shall be prorated based on that portion of the year between their date of hire and the next succeeding May 1st.

Clothing purchased under this Article shall be used only for official purposes. The City shall reimburse employees who use their personal funds to make authorized purchases under this Article as soon as practicable through the City's accounts payable system. All clothing purchased pursuant to this Article shall be returned to the City upon termination of employment for proper disposal.

Bargaining unit members hired from a part-time position may not be entitled to an initial issue of uniforms, protective clothing, safety equipment and protective devices depending upon their current possession of such items.

Any balance of clothing allowance from 2017 to 2018 for any bargaining unit member shall be paid to that bargaining unit member as soon as possible.

Section 14.2 Lost or Damaged Eyewear

The City agrees to pay ordinary and reasonable expenses of an employee's eye glasses or contact lenses if they are lost or damaged during the course of a telecommunicator's duties and is the result of physical force or attack by another person. Any damage or loss must be documented, as well as the incidents surrounding same.

ARTICLE 15 - GENERAL PROVISIONS

Section 15.1 Gender

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

Section 15.2 Ratification and Amendment

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

Section 15.3 Station Security

The City agrees to maintain a secure work environment and will take reasonable steps to ensure the safety of employees while on duty.

Section 15.4 Outside Employment

The City shall not place any undue or unreasonable restrictions on any secondary employment of the employees, so long as it does not interfere with the individual's job performance. Furthermore, any secondary employment shall not conflict with the operational needs of the City (e.g., availability of employee to work overtime.)

Section 15.5 Fitness Examinations

If there is good cause to question an employee's fitness for duty, or fitness to return to duty following a layoff or leave of absence for any or no reason, the City may

require that the employee be examined by a qualified and licensed physician or other appropriate medical professional selected by the City to determine the employee's fitness for duty. The City shall pay for any such examinations.

Section 15.6 Non-smoking Policy

Consistent with the City's Wellness Incentive set forth in Section 10.3, the City and the Union strongly encourage all employees to refrain from the use of tobacco products. Employees covered by this Agreement shall not smoke, or otherwise use, cigarettes or other tobacco products at their work stations. The City may adopt additional no-smoking restrictions at the work place.

Section 15.7 Access to Personnel File

The parties agree to abide by the Illinois Personnel Record Review Act (820 ILCS 40/0.01 et seq.) as revised from time to time. Written and Oral reprimands will not be considered for discipline after two years provided no repeat offense has occurred within that time frame.

Section 15.8 Residency

Employees may live outside of the city limits of Washington.

Section 15.9 Full Collective Bargaining

This Agreement represents complete collective bargaining and full agreement by the parties with respect to all bargainable matters and the parties agree that all subjects not herein covered have been permanently waived for the duration of this Agreement. This Agreement supersedes all prior practices and agreements unless expressly stated to the contrary herein. The Employer agrees to abide by the Illinois Labor Laws in regard to any changes of policy not covered herein that is required by law to be bargained, prior to implementing said changes.

Section 15.10 Indemnification

The City shall indemnify and defend employees covered by this Agreement for all acts of commission or omission, other than illegal or willful and wanton acts, occurring within the scope of their employment with the City. This indemnification shall be limited

to the maximum amount of liability insurance coverage obtained by the City of Washington for such purpose and shall not include punitive damages. Notwithstanding any provision in this Agreement to the contrary, such employees shall cooperate fully with the City during the course of the investigation, administration or litigation of any and all claims, complaints, demands, or suits.

Section 15.11 Labor-Management Cooperation

The City and the Labor Council agree to cooperate with each other in matters of the administration of this Agreement. The open door policy of the Police Chief shall remain in effect for telecommunicators in the unit and shall be extended to the designated Labor Council representative. Under no circumstances, however, will City funds in the form of salaries or otherwise be used to further the Labor Council, its activities, or to assist in dealing with the City concerning the administration of this Agreement.

Section 15.12 Bulletin Board

The City will designate an appropriate area for the posting of matters directly relating to Labor Council activities.

Section 15.13 Prisoner Searches/Prisoner Watch

No bargaining unit employee will be required to search any person who has been brought into custody to the Washington Police Department. Employees may be required to perform visual prisoner checks.

Section 15.14 Inoculations

The City agrees to pay for inoculations or testing if an employee reasonably believes she has been exposed to any contagious disease in the line of duty. If the employee tests positive for any infectious disease contracted in the line of duty, the employee's immediate family will be tested and/or inoculated at the City's expense.

ARTICLE 16 - ACCUMULATION AND USE OF COMPENSATORY TIME & SHIFT TRADING

Section 16.1 Compensatory Time

Employees covered by this Agreement shall be allowed to accumulate up to 80 hours of compensatory time, without written consent of the Chief of Police. All compensatory time accumulated in excess of the maximum shall be paid on a quarterly basis starting December 1 of each contract year. Compensatory time shall be granted at such times and in such time blocks as are mutually agreed upon between the involved employee and the Chief of Police. Permission to utilize compensatory time off shall not be unreasonably denied by the Chief of Police. For special circumstances, the Police Chief or his designee may allow the employee to utilize unearned compensatory time not to exceed more than thirty-two (32) hours. All subsequent worked overtime shall go towards hours owed until even.

Compensatory time must be utilized at a minimum of four (4) hours at the beginning or end of their shift, unless mutually otherwise agreed. A three (3) day notice must normally be given for use of compensatory time.

No more than 80 hours of compensatory time may be used during a fiscal year.

Section 16.2 Shift Trading

Allowing employees to trade shifts in order to fill vacant shifts will eliminate the responsibility of the Employer to offer the vacant shift to other employees pursuant to Section 8 of Article 5.

Whenever two (2) telecommunicators agree to trade working shifts, they must understand that it is the responsibility of the telecommunicator who agrees to the trade to arrive on time and complete the shift they agreed to work.

For payroll purposes, the hours worked are recorded on the time sheet of the telecommunicator originally scheduled to work. Example: when telecommunicator A works for telecommunicator B, the hours worked are recorded on telecommunicator B's time sheet.

ARTICLE 17 - DISCIPLINE AND DISCHARGE

Section 17.1 Just Cause

The Employer agrees that disciplinary action taken as to non-probationary employees shall be imposed for just cause and be applied in such a manner as to not humiliate the employee in front of co-workers or other employees if circumstances permit.

Section 17.2 Disciplinary Action Subject to the Grievance Procedure

Disciplinary action by the Employer shall be subject to the provisions of Article 11 entitled "Grievance Procedure." Written grievances may be filed on written reprimands, but may only be appealed up to Step 2. Any suspension or termination may be grieved directly to arbitration within fifteen (15) work days of written notice of suspension or termination.

Oral and written reprimands will be removed from an employee's file after two years, at the employee's request.

ARTICLE 18 - SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, the parties agree to meet upon the request of either party to negotiate concerning same. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 19 - F.O.P. REPRESENTATIVES

Section 19.1 Attendance at Labor Council Meetings

Subject to the needs for orderly scheduling, previously scheduled vacations, reasonable operational needs and emergencies, the City agrees that two (2) designated local Labor Council representatives shall be permitted reasonable time off, without pay, to attend a general, board, or special meeting of the Labor Council, not to exceed one per month, provided that at least two weeks notice of such meetings shall be given in

writing to the Employer, and provided further that the names of such local representatives shall be certified in writing to the Employer.

Section 19.2 State or National Conferences

Any employee chosen as a delegate to an F.O.P. State or National conference will, upon written application, approved by the Labor Council and submitted to the City with at least forty-five (45) days notice, be given a leave of absence without pay for the period of time required to attend such conference unless same cannot be granted or must be canceled due to operational needs or emergency. This period of time shall not exceed three (3) days for State conferences and one (1) week for National conferences. No more than two (2) employees shall attend any state or national conference using this provision.

ARTICLE 20 - BLANK

ARTICLE 21 - WAGES

Section 21.1 Wages

Full-time telecommunicators shall be compensated according to the hourly wage plan attached hereto, marked as Appendix B, and by reference expressly made a part hereof, effective on approval by the City Council and ratification by the Labor Council.

Effective 5/1/17 the base wage will be increased by 2.5% as shown in Appendix B. Effective 5/1/18 the base wage will be increased by 2.5% as shown in Appendix B.

Within 45 days after contract approval and ratification by the parties, the city shall pay, by separate check, retroactive pay for all hours paid on and after April 30, 2017. Retroactive pay shall be calculated based on the difference between the actual hourly rate of pay previously paid and the rates of pay specified in Appendix B. The retroactive pay does not apply to any individual who is not an employee of the City on the date of approval and ratification.

Bargaining unit employees who are employed as of the date of ratification by both parties, and who remain employed through the date of cessation of operations due to consolidation will receive a lump sum bonus in a gross amount of \$2,500.00.

Section 21.2 Telecommunicator Training Officer

Employees acting in the capacity as Telecommunicator Training Officer shall be paid, in addition to their regular rate of pay, a training stipend of One Dollar (\$1.00) per hour. The Training Officer shall be responsible for submitting Daily Observation Reports, and written summaries/recommendations as directed by the Chief of Police or his designee.

ARTICLE 22 - DURATION

This Agreement shall be effective when executed by both parties and shall remain in full force and effect until 23:59 on the 30th day of April, 2019. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days prior to the April 30 anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the April 30 anniversary date.

Notwithstanding the preceding paragraph the City may, pursuant to the provisions of the Management Rights Clause and Public Act 99-0006, discontinue dispatch operations as part of the process of consolidation under Public Act 99-0006. In the event that such discontinuation occurs prior to the expiration date of this Agreement, this Agreement will expire upon the discontinuation and the bargaining unit will be considered dissolved. This article represents the agreement of the parties with respect to the decision and effects of consolidation under Public Act 99-0006.

SIGNATURES

Executed this _____ day of _____, 2018.

CITY OF WASHINGTON

ILLINOIS F. O. P. LABOR COUNCIL

Mayor, City of Washington

FOP Bargaining Committee

City Clerk, City of Washington

FOP Bargaining Committee

(SEAL)

Illinois F.O.P. Labor Council

APPENDIX A - SUMMARY OF BENEFITS

Deductible and Out-of-Pocket Levels

Deductible (see page 10)

Expenses Incurred at Preferred Providers:

Per Individual.....	\$250
Per Family	\$500

Expenses Incurred at Non-Preferred Providers:

Per Individual.....	\$500
Per Family	\$1,000

Out-of-Pocket Maximum Including Deductible (see pages 11 and 13)

Expenses Incurred at Preferred Providers:

Per Individual.....	\$1,250
Per Family	3 individual limits

Expenses Incurred at Non-Preferred Providers:

Per Individual.....	\$2,500
Per Family	3 individual limits

Lifetime Maximum (see page 11)\$2,000,000

Medical Benefits

Inpatient Hospital Services (see page 14)

Expenses Incurred at Preferred Providers	90%
Expenses Incurred at Non-Preferred Providers	60%

Pre-Admission Testing (see page 16)

Expenses Incurred at Preferred Providers	100%, no Deductible
Expenses Incurred at Non-Preferred Providers	60%, no Deductible

Outpatient Surgery (see page 15)

Expenses Incurred at Preferred Providers	90% after Deductible
Expenses Incurred at Non-Preferred Providers	60% after Deductible

Supplemental Accident (see page 15) 100% of 1st \$300

Emergency Treatment (see page 15)

Expenses Incurred at Preferred Providers 100% after \$50 Copay
(If not true emergency, 90% after Deductible)

Expenses Incurred at Non-Preferred Providers 100% after \$50 Copay
(If not true emergency, 60% after Deductible)

Skilled Nursing Confinement (see page 14)

Expenses Incurred at Preferred Providers90%
Expenses Incurred at Non-Preferred Providers60%

Maternity (see page 12).....Same as any Sickness

Routine Preventative Care (see page 16)

Expenses Incurred at Preferred Providers100% to \$500
Per calendar year per person
Expenses Incurred at Non-Preferred Providers100% to \$250
Per calendar year per person

Amounts in excess of the calendar year maximum are payable by the Plan as any other benefit, subject to Deductible and Shared Expenses.

Including Routine: Physician Office Visit
Mammograms
Clinical Breast Exams
Pap Smears
Prostate Specific Antigen Tests
Digital Rectal Examinations
Colorectal Cancer Screenings
Surveillance Tests for Ovarian Cancer
Immunizations
X-rays and Lab Tests, including blood work
Urinalysis, cholesterol screening, and EKG
Well Child Care

Mental Illness/Substance Abuse (see page 12)

Outpatient Care
Expenses Incurred at Preferred Providers 50%, limited to
30 visits per year
Expenses Incurred at Non-Preferred Providers 50%, limited to
30 visits per year

Mail Order Copayments:	
Generic Drug Copayment.....	\$10
Preferred Brand Name Drug Copayment	\$38
Non-Preferred Brand Name Drug Copayment.....	\$75

Vaccine For Shingles (see page 19)

Expenses Incurred at Preferred Provider	90%
Expenses Incurred at Non-Preferred Provider	60%

Habilitative Services (see page 19)

Expenses Incurred at Preferred Provider	90%
Expenses Incurred at Non-Preferred Provider	60%

Diagnosis and Treatment of Autism Spectrum Disorders (see page 19)

Expenses Incurred at Preferred Provider	90%
Expenses Incurred at Non-Preferred Provider	60%

Diagnosis and Treatment of Osteoporosis (see page 19)

Expenses Incurred at Preferred Provider	90%
Expenses Incurred at Non-Preferred Provider	60%

Clinical Breast Examinations (see page 19)

Expenses Incurred at Preferred Provider	90%
Expenses Incurred at Non-Preferred Provider	60%

Human Papillomavirus Vaccine (see page 19)

Expenses Incurred at Preferred Provider	90%
Expenses Incurred at Non-Preferred Provider	60%

Amino Acid Based Elemental Formulas (see page 19)

Expenses Incurred at Preferred Provider	90%
Expenses Incurred at Non-Preferred Provider	60%

All Other Benefits80%

Dental Benefits

Deductible Per Individual (see page 26)\$50

Coinsurance (see page 26)

Preventative Services	100%
Primary Services	85%
Major Services	50%
Orthodontic Services.....	50%

Yearly Maximum Per Individual (see page 26)\$1,500

Lifetime Maximum for Orthodontic Treatment (see page 27)\$1,500

Weekly Income Benefits

Amount of Weekly Benefit (see page 29)\$100

Duration of Benefits (see page 29)up to 26 weeks

NOTICE

The Utilization Review Administrator must be notified (i) prior to an elective admission to the Hospital, (ii) within forty-eight (48) hours after admission for Emergency Treatment or obstetric care or (iii) prior to obtaining certain outpatient treatment. Failure to do so will result in a fifty percent (50%) reduction in benefits otherwise computed.

This is a summary of Plan benefits. Please refer to the Health Benefit Plan for a detailed explanation of Plan benefits and limitations.

APPENDIX B - WAGES

Fiscal Year % Pay Hike Years of Service	2017 - 2018 2.50%		2018 - 2019 2.50%	
	Annual	Hourly	Annual	Hourly
Start	35,675.57	17.1517	36,567.45	17.5805
End Training	37,461.87	18.0105	38,398.42	18.4608
After 1	39,333.89	18.9105	40,317.24	19.3833
After 2	40,315.92	19.3827	41,323.81	19.8672
After 3	42,355.90	20.3634	43,414.80	20.8725
After 4	43,414.80	20.8725	44,500.17	21.3943
After 5	44,500.17	21.3943	45,612.67	21.9292
After 6	45,612.67	21.9292	46,752.99	22.4774
After 7	46,752.99	22.4774	47,921.81	23.0393
After 8	47,921.81	23.0393	49,119.86	23.6153
After 9	49,119.86	23.6153	50,347.85	24.2057
After 10	50,347.86	24.2057	51,606.55	24.8108
After 11	51,606.55	24.8108	52,896.71	25.4311
After 12	52,896.71	25.4311	54,219.13	26.0669
After 15	54,351.37	26.1305	55,710.16	26.7837

APPENDIX C - DUES AUTHORIZATION FORM

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

I, _____, hereby authorize my employer, _____, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. (In addition, I authorize my Employer to deduct from wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.)

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction.



GRIEVANCE FORM

(use additional sheets where necessary)

Date Filed: _____
Department: _____

Grievant's Name: _____
Last First M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____
Article(s) and Sections(s) of Contract violated: _____
Briefly state the facts: _____

Remedy Sought: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP ONE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP TWO RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

Lodge No. Year Grievance No.
/ /

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP THREE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP FOUR RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative

