

ILLINOIS FOP LABOR COUNCIL

and

CITY OF BLUE ISLAND

Telecommunicators

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PREAMBLE

This Agreement is entered into by the City of Blue Island, Illinois (hereinafter referred to as the City or the Employer) and The Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the FOP Labor Council or Labor Council).

It is the purpose of this Agreement and it is the intent of the parties hereto to establish and promote a mutual harmonious understanding and relationship between the Employer and The FOP Labor Council, to promote departmental efficiency and effectiveness, to establish wages, hours and other terms and conditions of employment of employees covered by this Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences which may arise from time to time over the interpretation and application of this Agreement.

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

ARTICLE I

RECOGNITION

Section 1.1 Recognition.

The City hereby recognizes the FOP Labor Council as the sole and exclusive bargaining agent for the purpose of collective bargaining on any and all matters related to wages, hours and working conditions of all telecommunicators and office manager below the rank of the Chief of Police, the Deputy Chief of Police, the Chief Operating Officer of the 911 Center (hereafter, C.O.O. of the 911 Center), and the Director of the 911 Center, with the exclusion of the Chief of Police, the Deputy Chief of Police, the C.O.O. of 911 Center, and the Director of the 911 Center, civilian employees, professional and confidential employees and all other employees of the City of Blue Island.

Section 1.2 Probationary Period.

The probationary period shall be twelve (12) months in duration. Time absent from duty or not served for any reason shall not apply toward satisfaction of the probationary period except for holidays, vacations and sick leave. During the probationary period, an employee is entitled to all rights, privileges or benefits under this Agreement, except that the City may suspend or discharge a probationary employee without cause and such action shall be final and the employee shall have no recourse under the grievance procedure or otherwise to contest such suspension or discharge.

ARTICLE II

FOP LABOR COUNCIL SECURITY AND RIGHTS

Section 2.1 Dues Deductions.

While this Agreement is in effect, the City will deduct from the first paycheck each month one-half of the appropriate dollar amount of FOP Labor Council dues and from the second paycheck each month the second half of the appropriate amount of dues for each employee in the bargaining unit who has filed with the City a voluntary, effective check-off authorized by the FOP Labor Council. The FOP Labor Council will give the City thirty (30) days notice of any such change in the amount of uniform dues to be deducted. Dues shall be remitted to the FOP Labor Council by the tenth (10th) day of the month following deduction. An FOP Labor Council member desiring to revoke the dues check-off may do so by written notice to the Employer at any time during the thirty (30) day period prior to the annual anniversary date of the contract.

The City shall provide the FOP Labor Council within thirty (30) days, the name, address, classification, rate of salary and starting date of any new employee hired into the FOP Labor Council's bargaining unit.

Section 2.2 Fair Share Fee.

Any present employee who is not a member of the FOP Labor Council shall have deducted from his pay and transmitted to the FOP Labor Council a fair share (not to exceed the amount of FOP Labor Council dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for FOP Labor Council membership shall, on or after the thirtieth day of employment, also have deducted from their pay and transmitted to the FOP Labor Council a fair share of the cost of the collective bargaining process and contract administration.

Section 2.3 Objections of Other Grounds.

Any nonmember making a fair share payment may object to the amount of his fair share payments on the grounds that all or part of such payments have been expended by the FOP Labor Council for political activities or causes not germane to the collective bargaining process, contract administration and matters affecting employee wages, hours and conditions of employment.

Any such employee with such objection shall process his/her objection in accordance with the notice and objection procedure established by The FOP Labor Council which procedure shall be consistent with the requirements of law.

Section 2.4 Religions Objections.

The obligations to pay a fair share fee to the FOP Labor Council shall not apply to any employee, who on the basis of a bona fide religious tenet, teaching or a church or religious body of which such employee is a member, objects to the payment of a fair share payment to the FOP Labor Council. Upon proper substantiation and collection of the entire fee, the FOP Labor Council will make payment on behalf of the employee to a nonreligious charitable organization

mutually agreed to by the objecting employee and the FOP Labor Council. If the employee and the FOP Labor Council are unable to agree upon a nonreligious charitable organization, the organization shall be determined in accordance with the procedures established by the Illinois State Labor Relations Board.

Section 2.5 FOP Labor Council Indemnification.

The FOP 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 legal costs that shall arise out of or by the reason of action taken or not taken by the City in complying with the provisions of this Article.

ARTICLE III

MANAGEMENT RIGHTS

Except as specifically limited by the expressed provisions of this Agreement, the City retains all rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine all the operations and services of the City; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish 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 such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; and to take any and all actions as may be necessary to carry out the mission of the City in situations of local disaster emergencies as may be formally declared by the Mayor or his designee or the City Council. In the event of such emergency action, the provisions of this Agreement may be suspended, if necessary, provided that all provisions of this Agreement shall be immediately reinstated once a local disaster or emergency condition ceases to exist.

ARTICLE IV

SUBCONTRACTING

The City shall have the right to subcontract out any work it deems necessary when such subcontracting will not displace bargaining unit employees.

ARTICLE V

HOURS OF WORK AND OVERTIME

Section 5.1 Departmental Work Schedule

The departmental work schedule for employees shall be defined as twelve (12) consecutive hours of work within a twenty-four (24) hour period and eighty-four (84) hours with in a fourteen (14) day pay period. The workday shall not exceed sixteen (16) hours voluntarily. The C.O.O. of 911 Center has the option to assign or change shifts. Upon request of the employee the C.O.O. of 911 Center must explain the reason for any change from a requested shift in writing.

Section 5.2 Shift Bidding.

Thirty days prior to May 1 of each contract year beginning after the execution of this contract, bargaining unit members shall submit bids on shift requests. These bids shall be honored, based on seniority where practical. The C.O.O. of 911 Center shall have the option to assign or change shifts temporarily in cases of emergencies. Shift assignments or reassignments shall not be used as discipline. The C.O.O. of 911 Center has the option to assign or change shifts to prevent an unbalanced mix of youth and experience, or to suit scheduling and department needs (i.e. efficiency of the department). The C.O.O. of 911 Center will advise in writing any telecommunicator who is not given their first requested shift an explanation of why that telecommunicator did not receive their first request. This written explanation is not necessary in instances where seniority is the only determining factor.

Section 5.3 Trading Shifts.

Employees shall be allowed to trade shifts when it is requested in writing by an employee, signed by the employee involved and approved by the C.O.O. of 911 Center or his designee.

Section 5.4 Overtime Pay.

Employees shall be paid at the rate of time and one-half (1 1/2) their normal hourly rate of pay for each hour over eighty-four (84) compensated hours in any pay period. Time off taken as vacation time, personal days, compensatory time, funeral leave and sick time shall be considered compensated hours. A telecommunicator can use compensatory time if a co-worker can fill the shift and that person filling the shift also receives compensatory time only for those hours.

Section 5.5 Court Time.

Employees covered by this Agreement who are required to attend court or inquests outside their regularly scheduled work hours shall be compensated at the overtime rate with a minimum of two (2) hours. If an employee who is scheduled to appear in Court fails to appear due to illness, he shall be charged for three (3) hours of sick leave.

Section 5.6 Computation of Hourly Salary.

For the purposes of determining overtime compensation, employees' hourly salary shall be computed based upon an annual work year of 2,080 hours and their base pay.

Section 5.7 Overtime Work.

The C.O.O. of 911 Center or his designee(s) shall have the right to require overtime work and employees may not refuse overtime assignments. Any overtime refused may result in discipline. Overtime will be scheduled on a voluntary basis, offered to all employees on a rotating basis. When an overtime opportunity occurs with less than ten (10) hours notice to the Employer, it shall be offered to the employees who are currently working on a seniority and rotating basis. If the overtime is not filled it shall be offered to employees who are scheduled the day off (on a seniority and rotating basis) for the day the overtime occurs. If the shift remains unfilled an employee of the opposite group will be mandated to report to work on their day off for four (4) hours (ie. day shift from 1000 hours to 1400 hours and midnight shift from 2200 hours to 0200 hours only) rotating between employees. In a critical emergency situation only, the telecommunicator working would be required to stay until a relief telecommunicator arrived in order to ensure radio coverage and safety. All overtime assignments shall be offered in four (4) hour blocks. It is the objective of the City to keep mandatory overtime scheduling to a minimum, consistent with the need of the City to provide 911 services.

Section 5.8 Call Back.

A call back is defined as an employee's assignment of work which does not continually precede or follow an employee's regularly scheduled working hours. An employee covered by this Agreement who is called back to work after having left work shall receive a minimum of two (2) hours pay at the overtime rate, unless the individual is called back to rectify his own error.

Section 5.9 No Pyramiding.

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

Section 5.10 Compensatory Time.

In lieu of compensation for overtime pay, an employee who is entitled to overtime pay under this Agreement may elect compensatory time calculated at the same rate as overtime pay, this being 1 ½ hours for each 1 hour of overtime worked. An employee may accumulate up to a maximum of forty-eight (48) hours of compensatory time. Once the forty-eight (48) hour maximum accumulation is reached, overtime work must be compensated by overtime pay. Employees with accrued compensatory time may request time off in minimum increments of four (4) hours. Once the employee's accumulated compensatory time bank has been drawn down below forty-eight (48) hours by the use of compensatory time off, the employee may again elect to receive overtime in the form of compensatory time in lieu of overtime pay, up to the forty-eight (48) hour maximum accumulation. Accrued compensatory time may be carried over from fiscal year to fiscal year.

The requirement for taking compensatory time in minimum increments of four (4) hours shall apply in all situations including those for Family Medical Leave.

Neither the City nor the Employee may convert accumulated compensatory time to cash payments. This means that once an employee elects to receive compensatory time in lieu of

compensation for overtime worked, the election is final. The only exception to this provision would be if an employee retires or terminates their employment with compensatory time on the books, the employee will be compensated for the compensatory time which has accrued.

Requests for compensatory time shall not be unreasonably denied provided that the City is able to fill the schedule without incurring additional overtime to fill the position of the employee taking compensatory time. If the City is unable to fill the schedule without incurring additional overtime, the employee's request for compensatory time will be denied.

ARTICLE VI

DISCIPLINE

The City may discipline only for just cause. The parties agree that oral or written warnings shall be expunged from an employee's personnel and/or disciplinary file(s) one (1) year after the warning is received by the employee provided there has been no repetition of the offense within that one year period. The parties further agree that suspensions shall be expunged from an employee's personnel and/or disciplinary file(s) five (5) years after the suspension is received by the employee so long as there has been no additional suspension during the five (5) year period. All such expungements shall take place upon written request by the employee to the C.O.O. of 911 Center.

The parties further agree that the C.O.O. of 911 Center shall have the power and authority to impose such disciplinary action as oral or written warnings, suspensions or to discharge employees covered by this Agreement, so long as such action is taken for just cause.

An employee disciplined by the C.O.O. of 911 Center shall have the option of appealing such disciplinary action through the grievance procedure set forth in Article VII of this Agreement. Such election must be made in writing within fourteen (14) calendar days of the imposition of the discipline. Such grievances shall commence at step 2.

ARTICLE VII

GRIEVANCE PROCEDURE

Section 7.1 Definition.

A grievance is defined as a dispute or difference between the parties to this Agreement concerning interpretation and/or application of this Agreement or its provisions.

Section 7.2 Grievance Procedure.

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within fourteen (14) calendar days of the occurrence of the event giving rise to the grievance or the time at which the grievant became aware of the event giving rise to the grievance. The FOP Labor Council or an aggrieved employee may initiate a grievance. A grievance shall be processed as follows:

- STEP 1: Verbal to 911 Director. The first step will be conducted by discussion between the employee, accompanied by an FOP Labor Council representative, if the employee so desires, and the Director of the 911 Center. This discussion shall occur during the employee's non-duty time or at a time mutually agreeable to the employee and the 911 Director. The 911 Director shall answer verbally within seven (7) calendar days of this discussion.
- STEP 2: Appeal to C.O.O of 911 Center. If the grievance is not settled in Step 1, the grievant may within seven (7) calendar days following receipt of an answer from the Supervisor of the shift of the occurrence, file a written grievance setting forth the nature of the grievance and the contract provision(s) involved. The grievant, representative of The FOP Labor Council and the C.O.O. of 911 Center will discuss the grievance at a mutually agreeable time within seven (7) calendar days of his receipt of the grievance. The C.O.O. of 911 Center may have present other persons whom the C.O.O. of 911 Center determines appropriate. If no agreement is reached in such discussion, the C.O.O. of 911 Center will give his answer in writing within seven (7) calendar days of the discussion.
- STEP 3: Appeal to Mayor. If the answer of the C.O.O. of 911 Center is not acceptable, the grievant may within seven (7) calendar days of the date of the answer, request a hearing by the Mayor or his designee with the FOP Labor Council representative and grievant present. The Mayor or his designee can have present other persons whom he deems appropriate. If no agreement is reached in Step 3, the Mayor or his designee shall give his answer in writing within seven (7) calendar days.

Section 7.3 Arbitration.

If the grievance is not settled in Step 3, the FOP Labor Council may refer the grievance to arbitration within twenty-one (21) calendar days of receipt of the Mayor's or his designee's written answer.

- (a) In the event the parties are unable to agree upon an arbitrator, the party requesting arbitration shall request the Federal Mediation and Conciliation Services to submit a list of five (5) names. Each party retains the right to reject one panel in its entirety and request that a next panel be submitted. Both the City and FOP Labor Council shall alternately strike names from the panel. The party requesting the arbitration shall strike first. The remaining person shall be the arbitrator.
- (b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of FOP Labor Council and City representatives.

- (c) The City and the FOP Labor Council shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the FOP Labor Council retain the right to employ legal counsel.
- (d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is the later.
- (e) More than one grievance can be submitted to the same arbitrator if both parties mutually agree in writing.
- (f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the City and the FOP Labor Council; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 7.4 Limitations on Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. Any decision or award of the arbitrator rendered within the limitation of this Section 7.4 shall be final and binding upon the City, the FOP Labor Council and the employees covered by this Agreement.

Section 7.5 Time Limit for Filing.

If a grievance is not presented by the employee or the FOP Labor Council within the time limits set forth above, it shall be considered waived and may not be further pursued by the employee or the FOP Labor Council. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer, except that if the City does not answer in a timely fashion at Step 3, the grievance shall be deemed granted. If the City does not answer a grievance or an appeal thereof within the specified time limits at Steps 1 or 2, the aggrieved employee and/or the FOP Labor Council may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

ARTICLE VIII

NO STRIKE OR LOCK OUT

Section 8.1 No Strike.

Neither the FOP Labor Council nor any employees, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted refusal to perform overtime, mass absenteeism, picketing or any other intentional interruption or disruption of the operations of the City, during the life of this Agreement. Any and all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City.

Section 8.2 No Lock Out.

The City will not lock out any employee during the term of this Agreement as a result of an actual or anticipated labor dispute with the FOP Labor Council.

Section 8.3 Penalty.

The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it precedent.

Section 8.4 Judicial Restraint.

Nothing contained herein shall preclude the City or the FOP Labor Council from seeking judicial restraint and damages in the event the other party violates this Article.

ARTICLE IX

HOLIDAYS

Section 9.1 Holidays.

Employees shall receive the following paid holidays per year:

New Year's Day	Labor Day
Presidents Day	Columbus Day
Spring Day (The Friday before Easter)	Thanksgiving Day
Memorial Day	Christmas Day
July 4th	

Each employee shall be allowed thirty-two (32) hours of personal time.

Section 9.2 Pay for Holiday Worked.

The City's current policy of straight time pay for an employee working on a holiday which is a regularly scheduled workday shall remain in effect for the life of this Agreement. Any employee called into work on a holiday which is otherwise the employee's regularly scheduled day off; shall receive time and one half his hourly rate for all hours worked during the holiday, and an additional eight (8) hours pay in lieu of the holiday. Employees must work the last scheduled day before and after the holiday to be eligible for holiday pay.

ARTICLE X

LAYOFF AND RECALL

Section 10.1 Notice of Layoff.

Part-time telecommunicators shall be laid off prior to laying off any members of the bargaining unit. When there is an impending layoff with respect to any employee in the bargaining unit, the Employer shall inform the FOP Labor Council in writing no later than ten (10) calendar days prior to such layoff. Employees covered by this Agreement shall be laid off in reverse seniority regardless of job title. All employees shall receive notice in writing of the layoff at least ten (10) calendar days in advance of the effective date of such layoffs. The City agrees to consult with the FOP Labor Council upon request and afford the Labor Council an opportunity to propose alternatives to the layoff.

Section 10.2 Recall

Any employee who has been laid off shall be placed on the reinstatement list for three (3) years and shall be recalled on the basis of seniority in the 911 telecommunications department, as provided in this Agreement, prior to any new telecommunicator being hired.

Employees who are eligible for recall shall be given ten (10) calendar days notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the FOP Labor Council, provided that the employee must notify the C.O.O. of 911 Center or his designee of his intention to return to work within three (3) days after receiving notice of recall. The City 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 the employee to provide the C.O.O. of 911 Center or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be placed at the bottom of the recall list for the first failure and shall be eliminated for any subsequent failure to respond.

Section 10.3 Seniority

Seniority shall be based upon continuous full time service as an employee within the department.

Section 10.4 Seniority List

The parties shall prepare a list setting forth the present seniority dates for all employees covered by this agreement which shall become effective the date of execution of this agreement. Such list shall finally resolve all questions of seniority for employees covered under this agreement and employed at the time the agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure.

ARTICLE XI

VACATIONS

Section 11.1 Eligibility and Allowances.

Every employee covered by this Agreement shall be eligible for paid vacation time after the completion of their probationary period with the City. Employees shall start to earn vacation allowance as of their date of hire. Vacation allowance shall be earned as follows:

1. Employees who have completed at least six (6) months of service shall be allowed to take forty (40) hours of vacation time. An additional forty (40) hours of vacation time is available after the completion of one year. Employees who have completed two (2) years of service shall receive eighty (80) hours of vacation time.
2. Employees who have completed five (5) years of service shall receive one hundred twenty (120) hours of vacation time.
3. Employees who have completed ten (10) years of service shall receive one hundred sixty (160) hours of vacation time.

4. All employees who have completed over fifteen (15) years of service shall receive two hundred (200) hours of vacation time.

Section 11.2 Vacation Pay.

The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job duties on the payday immediately preceding the employee's vacation.

Section 11.3 Scheduling.

Employees shall pick vacation based on department seniority. The vacation schedule shall be chosen by April 1st and posted by April 15th. The schedule shall apply to the department subject to such modifications by the C.O.O. of 911 Center as may be necessary because of a civil emergency situation that has been declared by the Mayor or his designee. Up to fifteen (15) vacation days can be taken a day at a time.

Section 11.4 Vacation Buy-Back

Employees having three, four or five weeks of vacation may choose to be paid at the employee's current weekly rate of pay, in lieu of taking a third, fourth and/or fifth week of vacation. The employee must make this election in writing and submit it to the C.O.O. of 911 Center or his designee on or before April 30th of each year. This election is irrevocable for that year. Payment shall be made by July 1st of each year. Appropriate and required payroll deductions for Federal and State Income Taxes, Social Security, Illinois Municipal Retirement Fund contributions and other applicable deductions will be subtracted from this payment. For purposes of this Section 11.4 a week is equal to forty (40) hours.

ARTICLE XII

SICK LEAVE

Section 12.1 Purpose.

Sick leave with pay is provided as a benefit 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 to work while sick.

Section 12.2 Days Earned.

All full time employees shall earn sick leave pay at the rate of (7.33) hours per month to a maximum of eighty-eight (88) hours during the employee's initial anniversary year, and in the same amount during each subsequent anniversary year.

Section 12.3 Sick Leave Accumulation.

There shall be no limit to sick leave accumulation.

Section 12.4 Sick Leave Accumulation — Payment at Retirement

Sick days may be accumulated but, in no event, shall there be any compensation or credit accorded to an employee for accumulated sick days if the employee is terminated for any reason before he has completed twenty (20) years of consecutive service as a full time

telecommunicator. Upon retirement, after completing not less than twenty (20) years of consecutive service as a full time telecommunicator, the employee shall be paid a sum of money equal to the salary attached to the position held at the time of termination of employment for any accumulated sick days credited up to and including sixty (60) work days, and in addition thereto, a sum of money equal to one-half of such salary for such accumulated sick days over sixty (60) work days and up to and including 120 work days, if any. The maximum benefit paid to an employee, who has met all the qualifications, will be 34.62% of their current salary. The formula used to compute this will be sick days accumulated, said accumulation being calculated in the manner set forth above, divided by 260 work days with this result being multiplied by the current salary of the employee. Payment of this benefit will be made in the same manner as if the employee were still employed by the City until such times as the entire amount of the benefit is paid.

ARTICLE XIII

ADDITIONAL LEAVE OF ABSENCE

Section 13.1 Unpaid Discretionary Leave.

The City may grant an unpaid leave of absence under this Article to any bargaining unit employee where the City determines there is good and sufficient reason.

Section 13.2 Application for Leave.

Any request for a leave of absence shall be submitted in writing by the employee to the C.O.O. of 911 Center or his designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by the C.O.O. of 911 Center and it shall be in writing.

Section 13.3 Military Leave.

Military leave shall be granted in accordance with applicable law and this leave shall not be charged against vacation or sick leave and the employee will be compensated by the City for the difference between his military compensation and his normal monthly salary, less normal payroll deductions, for up to two (2) weeks per year for not more than two (2) employees per year.

Section 13.4 Funeral Leave.

In the event of a death in the immediate family (defined as the employee's legal spouse, children, step-children, adopted children, grandchildren, parents, parent of spouse and step-parents, brother and sister, grandparents, and domestic partner which is defined as a person who is in a committed, exclusive long-term relationship with the employee and is sharing the same household with the employee) an employee shall be granted three (3) consecutive workdays as funeral leave if the employee attends the funeral. An employee shall provide satisfactory evidence of the family member's death and the employee's attendance at the funeral if requested by the City. This leave can be extended on a day to day basis at the discretion of the C.O.O. of 911 Center. Days taken as funeral leave shall not be deducted from sick leave.

Section 13.5 Leave for Illness, Injury or Pregnancy.

- (a) In the event an employee is unable to work by reason of illness, injury (including those compensated under worker's compensation) or pregnancy, the City may grant a leave of absence without pay during which time seniority shall not accrue for so long as the employee is unable to work, except that for a work related injury compensable under worker's compensation, an employee shall accrue seniority for the first one (1) year of leave.
- (b) To qualify for such leave, the employee must report the illness, injury or inability to work because of pregnancy as soon as the illness, injury or pregnancy is known, and thereafter furnish to the C.O.O. of 911 Center or his designee a physician's written statement showing the nature of the illness, injury or state of pregnancy and the estimated length of time that the employee will be unable to report to work together with a written application for such leave. Thereafter, during such leave the employee shall furnish a current report from the attending doctor(s) at reasonable intervals as required by the City.
- (c) Before returning from leave of absence for injury, illness or pregnancy, or during sick leave, the employee, at the discretion of the City, may be required to have a physical examination by a doctor designated by the City, to determine the employee's capacity to perform work assigned. A leave of absence for illness, non-job related injury or pregnancy will under no circumstances be granted until an employee's entire accrued sick leave is first exhausted.
- (d) With the approval of the C.O.O. of 911 Center, if the employee is medically able to perform such light duty as per an examination by the designated medical facility as set by the City, and if light duty is available, an employee who is injured while on duty and cannot perform normal police duties shall be granted police related light duties.

Section 13.6 Benefits While on Leave.

- (a) Unless otherwise stated in this Article or otherwise required by law, length of service shall not accrue for an employee who is on an approved non-pay leave status. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued after the period of leave. Upon return, the City will place the employee in his or her previous job if the job is vacant; if not vacant, the employee will be placed in the first available opening in his classification or in a lower-rated classification according to the employee's seniority, where skill and ability to perform the work without training is equal.
- (b) If, upon the expiration of a leave of absence, there is not work available for the employee or if the employee could have been laid off according to his seniority except for his leave, he shall go directly on layoff.

- (c) During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to coverage under applicable group health and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the City.

Section 13.7 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.

Section 13.8 Family Medical Leave Act

The City agrees to comply with the FMLA Act of 1993 and the rules and regulations issued in conjunction therewith. The parties agree the Employer may adopt policies to implement the FMLA Act of 1993 and the rules and regulations that are in accord with what is legally permissible under the Act. Employees shall be required to use all accrued sick time before using other available compensated leave options.

Section 13.9 Jury Duty

Any employee who is called for or selected to serve on a jury shall receive their usual rate of pay for every scheduled day of work missed because of jury duty, provided they turn the stipend received for jury duty on these days, over to the city.

ARTICLE XIV

CLOTHING ALLOWANCE

Employees are required to wear and regularly and continuously maintain prescribed items of uniform clothing. Each employee covered by this Agreement will get a clothing allowance of six hundred and fifty dollars (\$650) per contract year commencing May 1, 2011. This clothing allowance will be paid the first pay period immediately following receipt of the second installment of real estate taxes of each year. All employees are required to maintain their uniforms in a professional fashion at all times. Employees shall not be required to have new uniforms until fifteen (15) days after receipt of their clothing allowance. Any changes in uniform shall be discussed prior to the change with the Labor Council. Changes that are mutually agreed to shall be paid for out of the employees' uniform allowance. The first uniform issue for changes made by the Employer, where no mutual agreement is reached, shall be paid for by the Employer.

ARTICLE XV

WAGES

Section 15.1 Wages

Employees will be compensated according to the wage schedule attached as Appendix "C" hereto.

Section 15.2 Training Pay

Any bargaining unit member who serves as a trainer shall receive 1 hour of overtime per shift served.

Section 15.3 Longevity Step

In addition to the salary amounts set forth in this Article, eligible bargaining unit employees, upon their request, shall be paid a one-time stipend in the following amounts:

Employees that complete ten (10) consecutive years of service:	\$ 500.00
Employees that complete fifteen (15) consecutive years of service:	\$1,000.00
Employees that complete twenty (20) consecutive years of service:	\$1,500.00

Eligible employees shall receive this one-time stipend on the first payroll after completing the required years of consecutive service as long as they make a written request to their Department Head within thirty (30) days of such date.

Any unpaid leave of absence will not count in this calculation.

ARTICLE XVI

INSURANCE

Section 16.1 Coverage.

The City shall continue to make available to employees covered by this Agreement substantially similar group health and hospitalization insurance coverage and benefits as existed prior to the signing of this Agreement.

In the event the insurance company or Administrator of the self-insurance plan mandates a change in benefits, the parties shall meet to negotiate the effects of such change.

Section 16.2 Cost

The parties agree that bargaining unit members will pay the following monthly monetary contributions to the cost of health insurance.

Plan A - \$75.00/mo.Single, \$150.00/mo.Family

Plan B - \$0.00/mo.Single, \$0.00/mo.Family

HSA - \$0.00/mo.Single, \$0.00/mo.Family

Section 16.3 Cost Containment.

The City reserves the right to institute cost containment measures relative to insurance coverage. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admissions and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory outpatient elective surgery for certain designated surgical procedures.

Section 16.4 Life Insurance

The City shall provide coverage of Fifty Thousand Dollars (\$50,000.) for life insurance for each employee covered by the Agreement.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

Section 17.1 Gender

Whenever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

Section 17.2 Drug Testing

In order to help the public by insuring that the 911 telecommunications department employees are able to perform their assigned duties, the C.O.O. of 911 Center may require employees to submit to a urinalysis test and/or blood drug testing procedure. This order shall be based upon reasonable suspicion that the employee who has reported to work, or is working (other than as allowed by the C.O.O. of 911 Center due to assignment) is under the influence of alcohol or controlled substances. The tests shall be conducted at a hospital or lab that conforms to all SAMSHA (Substance Abuse and Mental Health Services Administration) standards. Enough samples will be taken to perform two (2) tests, a primary and confirmatory test, and a sufficient sample so that the employee may have the samples tested at his own expense. If the employee tests positive in both the primary and confirmatory test, the results shall be sent to the C.O.O. of 911-Center with such results kept confidential by the C.O.O. of 911 Center. The employee shall thereafter be instructed confidentially to seek assistance. If the same employee tests positive a second time, the test results shall be submitted to the C.O.O. of 911 Center for appropriate disciplinary action including discharge. Use of drugs as well as being under the influence of alcohol or the consumption of alcohol while on duty shall be cause for discharge.

Section 17.3 Line of Duty Injury.

- (a) Whenever an employee suffers any injury in the line of duty which causes him to be unable to perform his duties, he shall continue to be paid by the City on the same basis as he was paid before the injury, with no deduction from his sick leave credits, compensatory time for overtime accumulations or vacation, or service credits in the pension fund during the time he is unable to perform his duties due to the result of the injury, but for no longer than one year in relation to the same injury.
- (b) At any time during the period for which continuing compensation is required by this Section, the City may order, at the expense of the city, physical or medical examinations of the person to determine the degree of his disability.
- (c) During the period of disability, the injured person shall not be employed in any other manner with or without monetary compensation.

- (d) Any salary due the employee from workers compensation or any salary due him from any type of insurance carried by the City shall revert to the City during the time for which continuing compensation is paid to him under this section.

Section 17.4 Non-Discrimination.

The Employer shall not discriminate against telecommunicators in a manner that would violate state or federal law.

Section 17.5 Bulletin Board.

The City will make available space on a bulletin board for the posting of official FOP Labor Council notices of a non-political, non-inflammatory nature. The FOP Labor Council will limit the posting of FOP Labor Council notices to such a bulletin board.

Section 17.6 FOP Labor Council Business Leave.

Leaves of absence without pay shall be granted to one (1) employee who is selected, delegated or appointed by the FOP Labor Council to: (a) attend FOP Labor Council meetings conventions or educational conferences; or, (b) attend grievance meetings or appeal hearings. Such requests shall not be unreasonably denied.

Section 17.7 Visit by a FOP Labor Council Representative.

The City agrees that one (1) accredited representative of the FOP Labor Council, whether Local representative or Council representative, shall have reasonable access to the Dispatch Center. The outside representative shall call the C.O.O. of 911 Center or his designee before his arrival and obtain prior approval from the department head before entering upon the premises of the Center. Such requests shall not be unreasonably denied. The representative shall not in any way disturb employees who are working.

Section 17.8 LEADS Validation.

The telecommunicator(s) assigned to perform LEADS validation will be paid fifty dollars (\$50.00) per month premium, which shall be added to base salary.

ARTICLE XVIII

IMPASSE RESOLUTION

Upon the expiration of this Agreement the remedies for the resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended (5 ILCS 315/14) as it exists from time to time.

ARTICLE XIX

MAINTENANCE OF STANDARDS

All economic benefits and work practices which are not set forth in this Agreement and are currently in effect shall continue and remain in effect for the term of this Agreement.

ARTICLE XX

RESIDENCY

Any Employee covered by this Agreement shall be able to reside within the following boundaries:

On the East the boundary shall be West of the boundary line between the State of Illinois and State of Indiana provided the residence is located in the State of Illinois and no further North or South than the intersections of the North and South boundary line as delineated by the black lines drawn on the attached map. (Appendix "B")

On the North the Boundary shall be South of the centerline of Roosevelt Road and no further East or West than the intersections of the North boundary line with the East and West boundary lines as delineated by the black lines drawn on the attached map. (Appendix "B")

On the South the boundary shall be North of the center line of Manhattan-Monee Road and no further East or West than the intersections of the South boundary line with the East and West boundary lines as delineated by the black lines drawn on the attached map. (Appendix "B")

On the West the boundary shall be East of the center line of the roads and highways as shown in the attached map (Appendix "B") and as delineated by the black line drawn on the map and no further North or South than the intersections of the West boundary line with the North and South boundary lines as delineated by the black lines drawn on the attached map. (Appendix "B")

There will be no exceptions to these boundaries.

ARTICLE XXI

SAVINGS CLAUSE

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any Court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified by the Court decision; and upon issuance of such a decision the City and the FOP Labor Council agree immediately to begin negotiations on a substitute for the invalidated Article, Section or portion thereof. If any provision of this Agreement or its application is held contrary to law, the remainder of this Agreement shall not be affected thereby. If the parties are unable to reach agreement, the impasse procedures of the Illinois Public Labor Relations Act shall be used.

ARTICLE XXII

ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between parties and concludes collective bargaining between the parties except by law.

The parties 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 the law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE XXIII

CONTINUING EFFECT

All articles and sections of this contract shall remain in full force and effect until after the expiration date while the parties negotiate or resolution of impasse procedures are continuing for a new agreement or part thereof between the parties, provided either party may terminate this Agreement by written notice to the other at least ten (10) days prior to the desired date of termination, but not before the anniversary date of this Agreement.

This Agreement shall be effective as of the day after the contract is executed by both parties, except as provided for herein, and shall remain in full force and effect from 12:01 A.M. on May 1, 2011, until 11:59 P.M. on April 30, 2014.

For the City of Blue Island

Illinois Fraternal Order of
Police Labor Council

Donald E. Peloquin 1/12/12
Donald E. Peloquin, Mayor Date

Russell R. Vogt 02/01/12
Russell R. Vogt, Field Representative Date

James D. Brosnahan 1-26-12
James D. Brosnahan, City Attorney Date

Jillian Caldwell 2.7.12
Jillian Caldwell, Telecommunicator Date

Phil Contreras, C.O.O. 911 Center Date

Christina Nedved 02/01/12
Christina Nedved, Telecommunicator Date

Appendix "A"

Seniority List

Seniority list

Name	Hire Date
Genevieve Voves	09/01/02
Donna Luna	06/12/05
Mandy Zohfeld	10/02/05
Christina Nedved	01/21/07
Jillian Caldwell	06/03/07
Donald Ravesloot	07/06/08
Courtney Potter	07/06/10
Melissa Krygsheld	07/06/10
Michelle Zbonski	11/14/10
Latoya Thigpen	12/19/10
Daryl Demro	11/26/11
Erin Bohne-Pace	01/15/12

Appendix “B”
Residency Boundaries
(Attached)

Appendix “C”

Wages

	5/1/11 - 4/30/12	5/1/12 - 4/30/13	5/1/13 - 4/30/14
Start	\$35,622	\$36,334	\$36,334
After 12 mos	\$42,747	\$43,602	\$43,602
After 24 mos	\$43,934	\$44,813	\$44,813
After 36 mos	\$45,122	\$46,024	\$46,024
Manager	\$52,602	\$53,654	\$53,654

Appendix "D"

Side Letter of Agreement

SCHEDULING OF TELECOMMUNICATORS

The City of Blue Island, Illinois, and The Illinois Fraternal Order of Police Labor Council hereby Agree that on or about March 1st of each year of this Agreement, the Chief Operating Officer of the 911 Center will meet with the FOP Union, its designees or representatives, for the purpose of discussing the departmental work schedule of the telecommunicators subject to this Agreement.

For the City of Blue Island

Illinois Fraternal Order of
Police Labor Council

Donald E. Pelouquin 1/27/12
Donald E. Pelouquin, Mayor Date Russell R. Vogt, Field Representative Date 02/01/12

James D. Brosnahan 1-26-12
James D. Brosnahan, City Attorney Date Jillian Caldwell 2-2-12
Jillian Caldwell, Telecommunicator Date

Phil Contreras, C.O.O. 911 Center Date Christina Nedved 02/01/12
Christina Nedved, Telecommunicator Date