

ILLINOIS FOP LABOR COUNCIL

and

CITY OF BLUE ISLAND

Telecommunicators



May 1, 2014 – December 31, 2017

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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.

Consistent with the Act and in accordance with the certification by the State of Illinois Labor Relations Board Case No. S-UC-(S)-09-003, 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, and the Director of the 911 Center (formerly known as the Chief Operating Officer of the 911 Center or C.O.O.) with the exclusion of the Chief of Police, the Deputy Chief of Police, 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 eighteen (18) 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 within a fourteen (14) day pay period, with the following rotation: Monday and Tuesday on; Wednesday and Thursday off, then Friday, Saturday and Sunday on; Monday and Tuesday off, and then Wednesday and Thursday on, and Friday, Saturday and Sunday off; and then it shall repeat. The a.m. workday shall begin at 0545 hours and end at 1745 hours. The p.m. workday shall begin at 1745 hours and end at 0545 hours, unless otherwise mutually agreed by the parties. No Employee shall be required to work more than sixteen (16) consecutive hours. The Director of 911 Center has the option to assign or change shifts. Upon request of the employee the Director 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 and group requests. These bids shall be honored, based on seniority where practical. The Director of 911 Center shall have the option to assign or change shifts or group assignments temporarily in cases of emergencies. Shift assignments or reassignment or group assignments or reassignments, shall not be used as discipline. The Director of 911 Center has the option to assign or change shifts or groups to prevent an unbalanced mix of youth and experience, or to suit scheduling and department needs (i.e. efficiency of the department). The Director 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 in advance by the Director of 911 Center or his designee. The trade between employees must be done within the same pay period and cannot cross over two pay periods.

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 three (3) 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 as reference in Appendix "C".

Section 5.7 Overtime Work.

The Director 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 overtime pay, employees may elect to receive compensatory time off. Employees may accrue up to one hundred and twenty (120) hours of compensatory time each fiscal year. Employees may not accrue more than one hundred and twenty (120) hours during a fiscal year. For example, if at the start of the fiscal year, an employee has 120 hours of compensatory time and uses one hundred twenty (120) hours of compensatory time during the year, the employee may accrue up to another one hundred twenty (120) hours during that fiscal year. However, if that same employee used the second block of one hundred twenty (120) hours during that same fiscal year, he could not accrue any additional compensatory time because he already accrued one hundred twenty (120) hours for that fiscal year. An employee can never have more than 120 hours on the books at any given time. Once an employee accrues 120 hours of comp time, they cannot accrue any more comp time that fiscal year, even if some of it is used by the employee.

Requests to use compensatory time shall be at the employee's discretion and made in a minimum of four (4) hour increments. Such requests shall be subject to the approval of the Director of 911 or his designate and shall not be unreasonably denied. Compensatory time to take leave an entire shift shall be charged at twelve (12) hours against an employee's accumulated compensatory time. Compensatory time must be used in four (4) hour blocks, unless a smaller block is approved in advance by the Director of 911 or his designee.

Section 5.11 Telecommunicator In Charge Pay.

The Director of 911 may, at his sole discretion, assign a telecommunicator to assume the role of a shift supervisor for a shift, who shall be referred to as the "Telecommunicator In Charge." The City is not required to have a Telecommunicator In Charge for every shift. A telecommunicator shall receive a separate lump sum payment in the amount of thirty dollars (\$30.00) for each shift that he/she worked as Telecommunicator In Charge. This payment shall not be added to the Telecommunicators base wages.

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 Director of 911 Center.

The parties further agree that the Director 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. In any instance where the Director of 911 is conducting an investigation on any bargaining unit member, the Chief of Police or their designee will have authority to issue discipline.

An employee disciplined by the Director 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 1.

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:

Any Employee who has a grievance shall submit the grievance in writing setting forth the nature of the grievance and the contract provision(s) involved. The grievant, representative of The FOP Labor Council and the Director of 911 Center will discuss the grievance at a mutually agreeable time within seven (7) calendar days of receipt of the grievance by the Director of the 911 Center. The Director of 911 Center may have present other persons whom the Director of 911 Center determines appropriate. If no agreement is reached in such discussion, the Director of 911 Center will give his answer in writing within seven (7) calendar days of the discussion.

STEP 2: Appeal to Mayor. If the answer of the Director 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 2, 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 2, 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 2, the grievance shall be deemed granted. If the City does not answer a grievance or an appeal thereof within the specified time limits at Step 1, 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 forty-eight (48) 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 Director 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 Director 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-two (42) hours of vacation time. An additional forty-two (42) hours of vacation time is available after the completion of one year. Employees who have completed two (2) years of service shall receive eighty-four (84) hours of vacation time.
2. Employees who have completed five (5) years of service shall receive one hundred twenty-six (126) hours of vacation time.
3. Employees who have completed ten (10) years of service shall receive one hundred sixty-eight (168) hours of vacation time.
4. All employees who have completed over fifteen (15) years of service shall receive two hundred ten (210) 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 December 1st and posted by December 15th. The schedule shall apply to the department subject to such modifications by the Director 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. Employee must request the use of a vacation day at least forty-eight (48) hours in advance of the day(s) to be taken. The Director of 911 has the authority to require advance notice greater than forty-eight (48) hours upon staffing needs and/or on an emergency or temporary basis.

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 Director of 911 Center or his designee on or before December 31st of each year. This election is irrevocable for that year. Payment shall be made by March 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-two (42) hours.

Employees cannot roll vacation the fiscal year prior to buying back vacation.

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 (5.08) hours per pay period to a maximum of one hundred thirty-two (132) 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 Director 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 Director 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 Director 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 Director 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 Director 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, 2014 and each year of this Agreement thereafter. 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.

- (a) May 1, 2014 through December 31, 2014: Bargaining unit members shall contribute 10% of the premium cost for the insurance plan in which they are enrolled;
- (b) January 1, 2015 through December 31, 2015: Bargaining unit members shall contribute 12.5% of the premium cost for the insurance plan in which they are enrolled;
- (c) January 1, 2016 through the duration of the Agreement: Bargaining unit members shall contribute 15% of the premium cost for the insurance plan in which they are enrolled.

There shall be a 10% cap on year-to-year increases in the total cost of health insurance premiums.

Employees authorize the City to withhold their premium contribution from their paychecks.

Employees will not be responsible for any retroactive health insurance payments that would have been due prior to the ratification of this Agreement by the bargaining unit.

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 Director 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 Director 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 Director of 911 Center with such results kept confidential by the Director 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 Director 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 Director 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, 2014, until 11:59 P.M. on December 31, 2017.

For the City of Blue Island

Illinois Fraternal Order of
Police Labor Council

Dominic F. Vargas 7-13-16
Mayor Date

Russell R. Vogt 6/28/16
Russell R. Vogt, Field Representative Date

Andrea Grecco 7/13/16
City Attorney Date

Christina Nedved 06/29/16
Christina Nedved, Telecommunicator Date

Date

Daryl Demro 6/29/16
Daryl Demro, Telecommunicator Date

Appendix "A"

Seniority List

Seniority list*

Name	Hire Date
Genevieve Voves	09/01/02
Donna Luna	06/12/05
Christina Nedved	01/21/07
Jillian Caldwell	06/03/07
Daryl Demro	11/20/11
Erin Bohne-Pace	01/15/12
Mirella Delgado	01/11/15
Susan Chafi	04/03/16

*This seniority list is current as of the date of execution of this Agreement. It may be updated by the parties from time to time to reflect the hiring of new, and/or the cessation of employment of, employees in the bargaining unit.

Residency Boundaries



Appendix "C"

Wages

	Current	5/1/14 - 12/31/14 2.25%	1/1/15 - 12/31/15 2.25%	1/1/16 - 12/31/16 2.25%	1/1/17 - 12/31/17 2.25%
Start	\$17.4685/hr.	\$17.8615/hr.	\$18.2634/hr.	\$18.6743/hr.	\$19.0945/hr.
After 12 Months	\$20.9624/hr.	\$21.4341/hr.	\$21.9164/hr.	\$22.4095/hr.	\$22.9137/hr.
After 24 Months	\$21.5445/hr.	\$22.0293/hr.	\$22.5250/hr.	\$23.0318/hr.	\$23.5500/hr.
After 36 Months	\$22.1272/hr.	\$22.6251/hr.	\$23.1342/hr.	\$23.6547/hr.	\$24.1869/hr.
Manager	\$25.7952/hr.	\$26.3756/hr.	\$26.9691/hr.	\$27.5759/hr.	\$28.1964/hr.

* Annual hours (2184).

Retroactivity pay to May 1, 2014, shall be paid to all current Employees who are on the payroll as of the date of ratification of both parties.

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 Director of the 911 Center, or his designee, 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

Dominic F. Vargas 7-13-16
Mayor Date

Russell R. Vogt 6/28/16
Russell R. Vogt, Field Representative Date

Andrea Grecco 7/13/16
City Attorney Date

Christina Nedved 6/28/16
Christina Nedved, Telecommunicator Date

Date

Daryl Demro 6/29/16
Daryl Demro, Telecommunicator Date

Appendix "E"

Side Letter of Agreement

HMO PREMIUM CONTRIBUTION

Notwithstanding Section 16.2 of this Agreement, the employee health insurance premium contribution(s) for the 2016 Plan Year (January 1 through December 31, 2016) shall be as outlined in the attached Open Enrollment newsletter that was distributed to all City employees prior to the start of the 2016 Plan Year. Employees may also opt out of health insurance as explained in the attached Open Enrollment newsletter. Thereafter, for the duration of this Agreement, employee health insurance premium contribution(s) for all plans shall be as set forth in Section 16.2 of this Agreement.

For the City of Blue Island

Illinois Fraternal Order of
Police Labor Council

Domingo F. Vargas 7-13-16

Mayor

Date

Russell R. Vogt 6/28/16

Russell R. Vogt, Field Representative Date

Audrea Grecco 7/13/16

City Attorney

Date

Christina Nedved 06/29/16

Christina Nedved, Telecommunicator Date

Date

Daryl Demro 6/29/16

Daryl Demro, Telecommunicator

Date