

**AGREEMENT BETWEEN**

**CITY OF EAST PEORIA, ILLINOIS**

**AND**

**POLICEMEN'S BENEVOLENT LABOR COMMITTEE**

**(TELECOMMUNICATORS)**

**2015-2016**

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## **AGREEMENT**

### **Agreement - General Language**

THIS AGREEMENT, made and entered into this 15<sup>th</sup> day of December 2015, by and between the CITY OF EAST PEORIA, ILLINOIS, (hereinafter called the "Employer") and POLICEMEN'S BENEVOLENT LABOR COMMITTEE (hereinafter called the "Union"). This Agreement shall also be binding upon the parties' respective successors.

## **PREAMBLE**

**Preamble** - Whereas, the Union was selected as the sole and exclusive bargaining agent in a secret ballot election conducted by the Illinois Public Labor Relations Board on May 13, 2002.

Whereas, this Agreement has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; to provide fair and equitable treatment to all employees; to promote the quality and continuance of public service; to achieve full recognition for the value of employees and the vital and necessary work they perform; to specify wages, hours, benefits and other working conditions; and to provide for the prompt and equitable resolution of disputes the parties agree as follows:

## **ARTICLE I**

### **RECOGNITION**

**Section 1. Recognition.** The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment for all full time Telecommunicators of the City of East Peoria. Such recognition is pursuant to Case No. S-VR-89-26, and shall include all employees in such unit, except those excluded pursuant to P.A. 83-1012 or the certification issued in said case.

**Section 2. New Classifications.** If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay rate for the classification.

## **ARTICLE II**

### **UNION SECURITY**

**Section 1. Check-Off.** The Employer agrees to deduct from the pay of those employees who individually request it any or all of the following:

- A. Union membership dues, assessments, or fees;
- B. Union sponsored benefit programs;
- C. Association of Public-Safety Communication Officials.

Request for any of the above shall be made on a form agreed to by the parties.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with law and shall be remitted monthly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in dues or other approved deductions in writing at least thirty (30) days prior to its effective date. Any employee requesting membership to the Association of Public-Safety Communication Officials shall have such dues deducted from and remitted to the organization on behalf of the employee.

All employees covered by this Agreement who have signed Union dues check-off cards for The Policemen's Benevolent Labor Committee prior to the effective date of this Agreement or who signed such cards after such date shall not be allowed to cancel such dues deduction within the term of this Agreement.

**Section 2. Indemnification.** The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

**Section 3. Availability of Cards.** The Employer shall make available Union deduction cards to employees. Such cards shall be supplied by the Union.

## **ARTICLE III**

## **FAIR SHARE**

**Section 1. Fair Share Deductions.** Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the applicable Labor Relations Act. The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the non-member employees and shall be remitted monthly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least thirty (30) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required to Union members.

**Section 2. Religious Exemption.** Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share, shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee will on a monthly basis furnish a written receipt to the Union that such payment has been made.

**Section 3. Notice and Appeal.** The Union agrees to provide notices and appeal procedures to employees in accordance with applicable law.

**Section 4. Indemnification.** The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

## **ARTICLE IV**

### **NON-DISCRIMINATION**

**Section 1. Prohibition Against Discrimination.** Both the Employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation, mental and/or physical handicap, or any other form of discrimination prohibited by law.

**Section 2. Union Activity.** The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by the Illinois Public Relations Act, or by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union.

**Section 3. Equal Employment/Affirmative Action.** The parties recognize the Employer's obligation to comply with federal and state Equal Employment and Affirmative Action Laws.

## ARTICLE V HOURS OF WORK

### **Section 1. General Provisions.**

A. **"The Work Day and the Work Week"**. The normal work day shall consist of eight (8) consecutive hours and the normal work week shall consist of five (5) consecutive work days followed by two (2) consecutive days off. Both parties agree that the Police Department must operate twenty-four (24) hours a day and seven (7) days a week, therefore the following hours shall make up the designated shifts: 6:00 a.m. to 2:00 p.m.; 2:00 p.m. to 10:00 p.m.; 10:00 p.m. to 6:00 a.m. Notwithstanding the foregoing, there shall always be at least two Telecommunicators on duty.

B. **"Overtime Payment"**. Employees working in excess of forty (40) hours in any work week shall be paid at the rate of one and one-half times the employee's straight time hourly rate.

C. **Earned Time Off.** When a Telecommunicator performs additional hours of work in excess of forty (40) hours per week he/she shall have the option of receiving pay in cash or in time off at the rate of time and one-half, subject to the following:

1. A Telecommunicator may add earned time off to vacation time up to a maximum of five (5) days. Other earned time off may be taken in conjunction with vacation upon approval by the Chief.

2. He/she may accumulate up to one hundred twenty (120) hours off to be taken upon request by the employee and as approved by the Chief. Approval may not be unreasonably withheld.

3. ETO may not be taken in increments of less than two (2) hours except when the Chief or his designee has, due to extenuating circumstances, given advance approval.

4. Any earned time in excess of fifteen (15) days must be taken in cash.

5. Upon execution of the Agreement, an employee's accumulation of earned time off (ETO) which can be carried forward from one fiscal year to the next shall be limited as follows:

<u>YEARS OF SERVICE</u>	<u>ETO WHICH CAN BE CARRIED FORWARD</u>
0-13 YEARS	2 Weeks
13 YEARS OR MORE	1 Week

**Section 2. Breaks.** The Employer shall furnish the employees an area out of the view of the public where employees may take rest breaks and meal breaks. Whenever three (3) full time telecommunicators are working a particular shift, each of the three (3) telecommunicators may take a one (1) hour break period away from the Public Safety Building providing the telecommunicator taking the break is scheduled to work the entire shift and the other two (2) telecommunicators are working and not on break. Further, consistent with Section 6, a telecommunicator may take a break period away from the Public Safety Building if there are only two (2) telecommunicators working a shift if the Telecommunications Manager is available to fill in at the console. Whenever a telecommunicator working an eight hour shift cannot take a break because there are only two telecommunicators working the shift, that telecommunicator shall receive an amount equal to one-half hour of the telecommunicator's base wage, providing that the telecommunicator was not afforded a break of at least one-half hour by reason of the Telecommunications Manager filling in at the console.

**Section 3. Work Schedule Selection.**

A. When permanent changes in shift or days of assignment are made, employees shall be entitled to exercise seniority to retain their shift assignments, except that the Employer may maximize the number of shifts having a supervisor on duty. A permanent change in an employee's assignment shall be made effective on the first day of the employee's new work week, except in the case of an emergency.

B. At least once each calendar year employees within the respective classifications shall have an opportunity to exercise seniority for shift or days off assignments, to be effective thirty (30) days following selection of shift or days off assignments. Shift selection by supervisors shall be based upon seniority as a supervisor. Additional shift bids may be authorized by the Chief due to prolonged absence of telecommunicators.

C. Shifts shall not be operated to the detriment of the safety of the employees.

D. Employees' shifts will not be rotated on a mandatory basis without at least seventy-two (72) hours' notice.

**Section 4. "Overtime Procedure"**. Overtime shall be distributed as equally as possible among the employees who normally perform the work. It shall be distributed on a rotating basis among such employees in accordance with seniority, the most senior employee having the least number of overtime hours being given first opportunity.

For the purpose of equalizing the distribution of overtime, an employee who is offered but declines an overtime assignment shall be deemed to have worked the hours assigned.

The Union shall maintain an overtime log for the purpose of determining who is entitled to work overtime. The log shall contain overtime hours worked, the employees offered overtime, the employees directed to work overtime, the employees who worked overtime and the number of hours each employee so worked.

If all employees available to work overtime hours decline the opportunity, the Employer shall assign the overtime in inverse seniority order; the least senior employee available who has not been previously directed by the Employer to work overtime shall be directed to work the hours until all employees have been required to work, at which time the process shall repeat itself. An employee shall be deemed unavailable, if after a reasonable effort is made, the Employer is unable to contact an employee.

**Section 5 – Staffing**. The parties agree that regardless of Article V. Hours of Work, Section 1, General Provisions, (A) "The Work Day and Work Week", or any other provisions of the Collective Bargaining Agreement, including APPENDIX B, COMMUNICATIONS

**WORK SCHEDULE**, two telecommunicators may be assigned to a power/relief shift and normally scheduled to work from either 10:00 a.m. to 6:00 p.m. or from 6:00 p.m. to 2:00 a.m. Notification shall be given to the two telecommunicators at least one week in advance of any schedule change. Any schedule change shall be for a minimum of five consecutive days of a given shift. Subject to these notifications provisions a telecommunicator may be assigned in relief of a regular shift. The Employer shall have a minimum of twelve (12) full time Telecommunicator positions, exclusive of the Telecommunications Manager position. Whenever full shifting of twelve (12) full time telecommunicators has been achieved, the Employer may assign a third telecommunicator to a power/relief shift so long as staffing with twelve (12) telecommunicators is maintained. If the Chief of Police wishes to set a regular schedule for a twelfth (12th) telecommunicator, the Chief of Police shall meet and consult with the Union, however, the Chief of Police shall make the final decision. Upon learning that a vacancy has or will occur, the Employer shall as soon as practicable take all reasonable measures to secure a replacement, including advertising the position. The Employer will not be presumed to know that a vacancy will occur unless a new bargaining unit position has been authorized by the City Council or an existing Employee has submitted an irrevocable notice of retirement. Whenever an Employee has submitted an irrevocable notice of retirement more than two months in advance of the retirement date, the Employer shall initiate action to find a replacement at least two months in advance of the scheduled retirement. Should an Employee submit an irrevocable notice of retirement less than two months in advance of the retirement date, the Employer shall immediately initiate action to find a replacement. A vacancy shall exist when a telecommunicator's employment with the City is terminated for any reason. A telecommunicator's absence from work by reason of leave or a medical condition shall not constitute a vacancy.

The parties acknowledge that the process of filling a vacancy usually requires time to advertise, receive applications, screen applications, conduct initial interviews, check references, conduct follow-up interviews, conduct personal written and practical tests, complete criminal background tests, obtain a medical examination and allow for applicants to give a current employer reasonable notice of separation. A list of satisfactory applicants who are not offered employment shall be maintained by the Employer for three years, and in the event of a subsequent vacancy, such applicants shall be sent notice of the vacancy to the last address provided by the applicant. The Employer may at its discretion give an

applicant with prior experience credit on the salary schedule. In such an event, however, the applicant shall be treated as a new hire for all other purposes, including longevity and calculating service time for purposes of seniority as defined in Article XV.

**Section 6. Telecommunications Manager.** Telecommunicators shall be supervised by the Telecommunications Manager, a non-bargaining unit member. The Telecommunications Manager shall work at a console only as necessary to maintain proficiency and to afford telecommunicators, when only two are working a shift, breaks away from the Public Safety Building and in the event of an emergency. In no event will the Telecommunications Manager work at a console if such "fill in" would operate to deny a telecommunicator overtime for a particular shift of four or more hours. Further, in no event will the Telecommunications Manager work more than twenty hours a week at a console. Notwithstanding any other provision of this Agreement, in the event that staffing falls below ten full time telecommunicators, the telecommunications manager shall be utilized at a console for a normal 40 hour work week.

## **ARTICLE VI**

### **HOLIDAYS**

**Section 1. Designated Days.** All regular full-time telecommunicators shall receive the following holidays as off-duty days:

- New Year's Eve Day
- New Year's Day
- Memorial Day (May 30th)
- Independence Day (July 4th)
- Labor Day (First Monday of September)
- Veteran's Day (November 11th)
- Thanksgiving Day (Fourth Thursday of November)
- Christmas Eve
- Christmas Day
- Martin Luther King, Jr. Day

As used in this Agreement, "holiday(s)" refers to the day of actual observance. "Day of actual observance shall mean the date of the actual holiday, i.e. New Year's Day is January 1, Independence Day is July 4, etc., except that Memorial Day, Labor Day and Martin Luther King, Jr. Day shall be on the Monday such Holiday is observed generally.)

**Section 2. Work on a Holiday.** Telecommunicators shall on December 1 of each year of this Agreement receive eight (8) hours of additional pay for each of the above scheduled holidays, regardless of whether or not said telecommunicator worked said holiday. Such payment shall be for the holidays falling during the contract year. An employee whose employment terminates before December 1st shall be paid only for those holidays having occurred during the contract year and prior to the termination. An employee terminating employment between December 1st and the last day of the contract year shall reimburse the City for any holiday pay received, but not earned. Telecommunicators who work on one of the above holidays shall be paid at time and one-half for hours actually worked on the holiday.

## **ARTICLE VII**

### **PERSONAL DAYS**

Personal leave to ensure full time telecommunicators do not suffer a loss of income when personal business requires their absence from work, telecommunicators shall be eligible for personal leave, which leave shall be used in increments of 1/2 day or 1 day, except with the written approval of the Telecommunications Manager, personal leave can be taken in increments as small as two hours. The purpose of personal leave is to provide for a continuation of compensation when the telecommunicator is legitimately absent to handle personal business, provided proper notice is given in advance of the telecommunicator's absence. As of the 1st day of January of each year, each telecommunicator will be credited with five personal leave days. A new telecommunicator shall receive personal leave on a prorata basis until the 1st day of January subsequent to said telecommunicator's hiring. Where personal leave is not used during the calendar year, the unused days shall not accrue or accumulate to the next year. Telecommunicators shall not receive any additional compensation for unused days of personal leave, and may not use more than five days in any calendar year.

## **ARTICLE VIII**

## VACATION

**Section 1. Accrual.** Employees who have been continuously employed by the Employer for a period of at least twelve (12) consecutive months shall earn vacation time in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>LENGTH OF VACATION</u>
0 to 1 year	0 duty days (0 calendar weeks)
1 year but less than 2 years	5 duty days (1 calendar week)
2 years but less than 8 years	10 duty days (2 calendar weeks)
8 years but less than 13 years	15 duty days (3 calendar weeks)
13 years but less than 20 years	20 duty days (4 calendar weeks)
20 years or more	25 duty days (5 calendar weeks)

Employees shall be credited with the above number of vacation days at the start of their anniversary dates.

**Section 2. Use.** Vacation time must be taken in increments of not less than one (1) full day unless authorized by the Chief of Police. Vacation must be utilized within one (1) month of the year during which it is earned unless authorized by the Chief of Police.

**Section 3. Vacation Schedules by Seniority.** At least thirty (30) days prior to the date requested, employees may submit in writing to the Employer their preference for vacation, provided an employee may not submit more than three (3) preferences. Employees must submit their three (3) vacation preferences by December 1 to the Employer for the next calendar year. The Employer must notify employees whether requested vacation time is approved or denied by March 1st of the following year. In establishing vacation schedules, the Employer shall consider both the employee's preference and the operating needs of the department. Vacation time for employees will not automatically be denied because it may result in a shortage of greater than eight (8) hours. Vacation time requested will not be unreasonably denied. Where the Employer is unable to grant and schedule vacation preferences for all employees but is able to grant some employees such vacation preferences, employees shall be granted such preferred vacation period on the basis of seniority if operating needs allow. An employee who has been granted his/her first preference shall not be granted another preference request if such would require denial of the first preference of a less senior employee. An employee's

preference shall be defined as a specific block of time uninterrupted by work days, between one (1) and ten (10) days.

**Section 4. Payment in Lieu of Vacation.** Employees will generally not be allowed to continue working and receive the monetary equivalent of vacation benefit, except to the extent authorized by the Chief of Police. However, employees not afforded a reasonable opportunity to take vacation to which they are entitled will be paid the monetary equivalent.

## **ARTICLE IX**

### **SICK LEAVE**

**Section 1. Accrual and Use.** All employees shall accumulate paid sick leave at the rate of 10 hours for each month's service. Sick leave may be used for illness, disability, or injury of the employee, and for illness of a member of the employee's family that requires the employee's personal care and attention. For purposes of definition, members of the employee's family shall be spouse, parent, brother, sister, children, grandchildren, mother-in-law, father-in-law, step-children or any relative or person living in the employee's household for whom the employee has custodial responsibility or where such person is financially and emotionally dependent on the employee and where the presence of the employee is needed. Such days must be used in increments of not less than four (4) hours at a time, unless approved by the Chief of Police. The Employer will not discipline an employee for legitimate use of sick days. The Employer may request evidence of use of sick time if reasonable grounds exist to suspect abuse. Abuse of sick time is the utilization of sick days for reasons other than those stated in this Agreement.

An employee may also use sick leave to care for a child residing with the employee subject to the right of the Chief, if he believes such use of sick leave has been too frequent, to require the employee to demonstrate to the reasonable satisfaction of the Chief or his designee that circumstances preclude the employee from making other arrangements to care for the child and the employee's spouse from remaining home while the employee is scheduled for work.

All provisions of the Family and Medical Leave Act shall apply. The employer may establish such policies for administration of the Family and Medical Leave Act as it chooses, providing such policies are not inconsistent with the FMLA or this Agreement.

**Section 2. Accumulation.** Unused sick leave shall accumulate from year to year up to a maximum of one hundred twenty (120) days. In the event that accumulated paid sick leave available under this Article to an employee is for less than a twelve (12) week period, the additional days of leave necessary to attain twelve (12) weeks of leave per twelve (12) month period for the birth or adoption of a son or daughter; when the employee is needed to care for a child, spouse or parent who has a serious health condition; or when the employee is unable to perform the functions of his or her position because of a serious health condition; shall be provided without compensation. Provided, the accumulated paid sick leave available under this Article must first be exhausted.

**Section 3. Unused Sick Leave.** Upon retirement, an employee may, at his/her option, be entitled to his/her accumulated sick leave time off prior to retirement or may receive eight (8) hours pay for each day of accumulated sick leave, but only to a maximum of sixty (60) duty days, and any days accumulated in excess of sixty (60) duty days are to be used for extended illness only and cannot be reimbursed.

The amount of payment for unused sick leave is to be calculated at the employee's rate of pay in effect on the pay day immediately preceding the employee's separation. "Retirement" as used in this Agreement refers to that point in time where an employee who is qualified to commence receiving payment from the Illinois Municipal Retirement Fund by reason of past employment with the Employer chooses to terminate employment with the Employer.

**Section 4. Bereavement.** A maximum of three (3) days may be utilized for the death of a spouse, child, grandchild, brother, sister, and parent. A maximum of one (1) day may be utilized for the death of any other member of the employee's family or members of the employee's immediate household. For purposes of definition, members of the employee's family that would be considered in the use of one (1) bereavement day shall include brother-in-law, sister-in-law, grandparent, grandparent-in-law, aunt, uncle, niece, and nephew, or any relative or person living in the employee's household for whom the employee has custodial responsibility or where such person is financially and emotionally dependent on the employee and where the presence of the employee is needed. In addition to the days an employee shall receive for bereavement in accordance with the above language, employees shall be allowed two (2) additional days from sick leave to be used for the above defined members of the employee's family.

**ARTICLE X**  
**OTHER PAID LEAVE**

**Section 1. Jury Duty.** Leave with pay will be granted to employees for time spent in jury service. Employees shall be paid the difference, if any, between any jury duty compensation they receive and their regular wages for each day of jury service.

**ARTICLE XI**  
**UNPAID LEAVES OF ABSENCE**

**Section 1. General Leave.** The Employer may grant leaves of absence without pay to employees for periods not to exceed six (6) months. Such leaves may be extended by the Employer for an additional six (6) month period. If a request is denied, the employee shall be given written reason for the denial.

**Section 2. Educational Leave.** A leave of absence for a period not to exceed one (1) year may be granted an employee in order that the employee may attend a recognized college, university, trade or technical school, provided that the course of instruction is related to the employee's employment opportunities with the Employer and is of potential benefit to his/her service. Before receiving the leave, the employee shall submit to the Employer satisfactory evidence that the college, university or other school has accepted him/her as a student and, on the expiration of each semester or other school term, shall submit proof of attendance during such term. Such leaves shall not be unreasonably denied.

### **Section 3. Family Responsibility Leave.**

A. An employee with one year of credited service who wishes to be absent from work in order to meet or fulfill responsibilities, as defined in subsection (c) below, arising from the employee's role in his or her family or as head of the household may upon request be granted a Family Responsibility leave for a period not to exceed one year. Such request shall not be unreasonably denied.

B. Any request for such leave shall be in writing by the employee reasonably in advance of the leave unless precluded by emergency conditions, stating the purpose of the leave and the expected duration of absence.

C. Standards for granting a Family Responsibility Leave are:

1. to provide nursing and/or custodial care for the employee's newborn child, whether natural born or adopted;
2. to care for a temporarily disabled, incapacitated or bedridden resident of the employee's household or member of the employee's family;
3. to furnish special guidance, care or supervision of a resident of the employee's household or a member of the employee's family in extra-ordinary need thereof;
4. to respond to the temporary dislocation of the family due to a natural disaster, crime, insurrection, war or other disruptive event; or
5. to perform family responsibilities consistent with the intention of this Section but not otherwise specified.

**Section 4. Illness or Injury Leave.** Employees who have one year of credited service and who have utilized all their accumulated sick leave days and are unable to report to or back to work because of the start of or continuance of their sickness or injury, including pregnancy related disability, shall receive a disability leave not to exceed one year in length. During said leave the disabled employee shall provide written verification by a person licensed under the Illinois Medical Practice Act or under similar laws of Illinois. Such verification shall show the diagnosis, prognosis and expected duration of the disability; such verification shall be made no less often that every 30 days during a period of disability unless the nature of the illness precludes the need for such frequency. Prior to requesting said leave, the employee shall inform the Employer in writing of the nature of the disability and approximate length of time needed for leave. The written statement shall be

provided by the attending physician. If the Employer has reason to believe the employee is able to perform his/her regularly assigned duties and the employee's physician certifies he/she as being unable to report back to work, the Employer may rely upon the decision of an impartial physician as to the employee's ability to return to work. Such examination shall be paid for by the Employer. The Employer will not unreasonably deny such leave request.

**Section 5. Employee Rights After Leave.** When an employee returns from any leave of absence permitted by this Agreement, the Employer shall return the employee to the same or similar position in the same position classification in which the employee was incumbent prior to the commencement of such leave, providing the position has not been eliminated and seniority permits. If the employee does not have the seniority, the layoff provisions of this Agreement shall apply.

**Section 6. Failure to Return from Leave.** Failure to return from a leave of absence within five (5) days after the expiration date thereof may be cause for discharge, unless it is impossible for the employee to so return and evidence of such impossibility is presented to the Employer within five (5) days after the expiration of the leave of absence or as soon as physically possible. However, this provision will not operate to extend disability leave as set forth in Section 4 above beyond the one year maximum length.

## **ARTICLE XII**

### **UNION RIGHTS**

**Section 1. Access to Premises by Union Representatives.** The Employer agrees that local representatives and officer and officers and Policemen's Benevolent Labor Committee staff representatives shall have reasonable access to the premises of the Employer, giving notice upon arrival to the appropriate Employer representative. Such visitations shall be for the reason of the administration of this Agreement. By mutual arrangement with the Employer in emergency situations, Union staff representatives or local Union representatives may call a meeting during work hours to prevent, resolve or clarify a problem.

**Section 2. Time Off for Union Activities.** Local Union representatives shall be allowed time off without pay for legitimate Union business such as Union meetings, State or area wide Union committee meetings, State or International conventions, provided such

representative shall give reasonable notice to his/her supervisor of such absence and shall be allowed such time off if it does not substantially interfere with the operating needs of the Employer. However, no more than two (2) employees will have time off for Union activities simultaneously and for no more than a combined total of seven (7) days per year.

Such time off shall not be detrimental in any way to the employee's record.

**Section 3. Union Bulletin Boards.** The Employer shall provide bulletin boards and/or space at each work location. The boards shall be for the sole and exclusive use of the Union. The items posted shall not be political, partisan or defamatory in nature.

**Section 4. Information Provided to Union.** Upon request, the Employer shall notify the Union in writing of the following personnel transactions involving bargaining unit employees: New hires, promotions, reallocations, layoffs, reemployment, transfers, leaves, returns from leave, suspension, discharge, and termination.

In addition, the Employer shall upon request furnish the Union with the current seniority rosters and reemployment lists, applicable under the seniority provisions of this Agreement.

**Section 5. Union Orientation.**

A. By mutual arrangement regarding time and place with the Employer, the Union shall be allowed to orient, educate and update new employees for up to one hour during the term of the contract for the purpose of informing employees of their rights and obligations under this Collective Bargaining Agreement, and without loss of pay for the employees involved. New hires shall be included in such orientation during the first week of their orientation or training.

B. The Employer shall inform the Union of all such hirings and the Union shall inform the Employer of the Union representative who will carry out the Union orientation.

**Section 6. Distribution of Union Literature.** During employee's non-working hours, he/she shall be permitted to distribute Union literature to other non-working employees in non-work areas and in work areas during non-work hours.

**Section 7. Union Meetings on Premises.** The Employer agrees to make available conference and meeting rooms for Union meetings upon prior notification by the designated Union representative, unless to do so would seriously interfere with the operating needs of the Employer, or cause additional cost or undue inconvenience to the Employer.

**Section 8. Leave for Union Office.** The employee shall permit duly elected Union official(s) to be released on leave without pay for up to one year.

**Section 9. Copies of Agreement.** The Employer agrees to distribute copies of the Agreement to all bargaining unit employees.

## ARTICLE XIII

### WAGES

**Section 1. Wage Schedule.** Employees shall be compensated in accordance with the following wage schedule:

Probationary Telecommunicator		
	2015-2016	\$42,207
Telecommunicator 1 through 3 years		
	2015-2016	\$45,179
Telecommunicator 3+ through 5 years		
	2015-2016	\$48,152
Telecommunicator 5+ through 7 years		
	2015-2016	\$51,124
Telecommunicator 7+ years		
	2015-2016	\$54,095
Telecommunicator Supervisor		
	2015-2016	\$56,199

Notwithstanding the foregoing, all telecommunicators employed by the Employer as a full time telecommunicator prior to March 1, 2013, will be "grandfathered" and therefore shall remain on the "three-year" wage scale set forth in Article XIII, Section 1 of the collective bargaining agreement in effect as of April 30, 2012, such that percentage wage increases for the applicable experience levels of the "three-year" wage scale in the said collective bargaining agreement for each year of this contract shall be equal to the 2.25% increase reflected in the above schedule.

Trainers will during the period of training receive an additional payment of 10% of salary. When any position not listed on the wage schedule is established, the Employer may designate a job classification and rate structure for the position. In the event the Union

does not agree that the classification and rate are proper, the Union shall have the right to demand bargaining.

Employees shall move from the minimum step in the pay range to the maximum step in annual increments. Movement shall occur on employees' anniversary dates.

**Section 2. Longevity.** In addition to their base salary, telecommunicators employed by the Employer as a full time telecommunicator subsequent to March 1, 2013 shall receive longevity pay of 2% for each three (3) years of service occurring subsequent to the seventh anniversary date of their date of hire, said allowance not to exceed a 10% maximum. Such longevity allowance, which shall commence after the tenth year of service, shall be calculated to encompass all actual time of service subsequent to the seventh anniversary date of their date of hire, but shall not encompass any time during which a telecommunicator is not employed by the Department. Notwithstanding the foregoing, all telecommunicators employed by the Employer as a full time telecommunicator prior to March 1, 2013 shall be "grandfathered" and therefore receive the longevity benefit set forth in Article XIII, Section 2 of the prior collective bargaining agreement in effect as of April 30, 2012.

**Section 3. Pay Period.** The salaries and wages of employees shall be paid semi-monthly, on the 15th and on the last day of each month. In the event this day is a holiday, the preceding day shall be the pay day.

**Section 4. Uniform Allowance.** The Employer shall furnish each new employee five (5) serviceable summer shirts, five (5) serviceable winter shirts and five (5) serviceable trousers. On May 15 of each year a non-probationary employee shall receive a uniform allowance of \$400.00. The uniform allowance paid to an employee completing the probationary year shall be prorated.

**Section 5. Court Time.** Employees shall be paid their appropriate hourly rate of pay for all hours worked outside the regular working hours for necessary appearances before courts and grand juries arising out of the performance of their duty. An employee shall be entitled to a minimum of three (3) hours of pay for an appearance. But if an employee's court time overlaps with the employee's regular duty time, the employee shall only receive additional pay for the time actually worked in addition to the regular duty time.

**Section 6. Education Allowance.** In order to encourage telecommunicators to meet the needs and obligations of their positions, the Monthly Salary of a telecommunicator

who has received or receives an Associate's Degree or a Bachelor's Degree will be increased, as provided below, subject to the succeeding provisions hereof.

A. The educational allowance for an Associate's Degree only shall be Fourteen Dollars (\$14.00).

B. The educational allowance for a Bachelor's Degree shall be Twenty-eight Dollars (\$28.00) which shall include any educational allowance under subparagraph (a) above.

C. An educational allowance under this Section 13.6 shall be effective the first day of the month following receipt by the City of satisfactory evidence that the telecommunicator has complied with all eligibility provisions of this Section 13.6.

D. A telecommunicator shall be eligible for an educational allowance under this Section 13.6, provided that the Chief of Police approves in writing the educational institution attended or to be attended together with the courses and program, the completion of which results in either an Associate's Degree or a Bachelor's Degree. The Chief of Police will post a list of approved educational institutions together with approved courses and programs. The City shall pay for all books, mandatory fees and tuition at a rate equivalent to current Illinois Central College rates. This shall not prohibit a telecommunicator's choice of an approved educational institution. Books paid for by the city hereunder shall be returned to the City upon completion of the course work. Requests for course approval and tuition reimbursement shall be subject to Section 3 of Article XXIII.

**Section 7. Insurance Committee.** Employees shall be paid at a rate of time and one half their hourly rate of pay for all hours outside the regular working hours for participation in the Insurance Committee.

**Section 8. Travel Time.** Employees required to travel for training beyond the Tri-County area and outside of the normal work day shall be paid at the appropriate rate of pay or earned time off.

**Section 9. CTO Pay.** Telecommunicators performing the duties of a CTO shall receive one additional hour of straight time pay as additional compensation for each day they are required to provide training for completion of the Daily Observation Report.

## ARTICLE XIV

## INSURANCE AND IMRF

**Section 1. Group Insurance.** The City shall furnish group health insurance for telecommunicators and their dependents. There shall be a cap on the City's contribution toward insurance premium paid for each telecommunicator. The monthly cap shall be as follows:

### PPO Plan

Single	Employee + Children	Employee + Spouse	Family
\$390.56	\$701.58	\$818.53	\$1,208.29

### High Deductible Plan

Single	Employee + Children	Employee + Spouse	Family
\$350.56	\$656.58	\$768.54	\$1,133.29

The employee's contribution shall be as follows:

### PPO Plan

Single	Employee + Children	Employee + Spouse	Family
\$155.12	\$280.64	\$327.40	\$483.32

### High Deductible Plan

Single	Employee + Children	Employee + Spouse	Family
\$125.12	\$235.64	\$277.40	\$408.32

In addition to these amounts, the employee shall be responsible for one-half of any increase in premium in excess of the current premium amounts. There shall be no reduction in the level of benefits during the term of this Agreement without Union consent.

Retired employees last hired by the City subsequent to April 30, 1993 may elect coverage under the group health insurance subject to the following conditions and limitations:

A. In the event that national health care is implemented or the State of Illinois implements health care for its citizens, to the extent that the retired employees would receive coverage but for the existence of the benefit set forth here, this provision shall not be effective and shall not operate to deny such national or state coverage to the retired employees or to impose a burden on the City.

B. In the event the retired employee accepts employment with an employer who provides employees with health insurance benefits, the retired employee must enroll for such coverage if eligible. If the retired employee elects to continue to participate in the City's plan, coverage under the City's plan shall be secondary and the coverage under the plan offered by the retired employee's new employer shall be primary. A retired employee who has elected not to continue to participate in the City's plan by reason of having obtained coverage through a new employer, may upon separation from such employer for any reason, once again participate in the City's group health insurance plan subject to the plans, conditions, limitations and restrictions, including any that may apply to pre-existing conditions.

C. The retired employee must contribute toward the premium cost the same amount contributed by active employees of the City, regardless of the retired employee's age.

In the event of a proposed insurance premium increase during the term of this Agreement, the City shall, at the request of the Union, meet and discuss alternative ways to obtain maximum insurance coverage within the limitations above. Pursuant to Resolution No. 0001-05, the City established the Insurance Committee with representation from all the bargaining units and employee groups. Pursuant to a Memorandum of Understanding entered between the City and Union representatives on May 1, 2000, the parties further agreed to the establishment of the Insurance Committee. The Insurance Committee shall continue to monitor and provide oversight over the City's group health insurance in compliance with Resolution No. 0001-05 and the Memorandum of Understanding for the duration of this Agreement. Accordingly, the Insurance Committee shall continue to review benefit and employee contribution levels, recommending adjustments to benefit and employee contribution levels in an effort to maximize coverage within financial constraints. No reduction in the level of benefits provided by the City's group health insurance shall be made without the consent of the Insurance Committee as discussed above.

Notwithstanding any other provision herein, if during the term of this Agreement, insurance benefits for other City employees, excluding department heads hired subsequent to May 1, 1990 and including all bargaining unit employees, are modified, employees covered by this Agreement shall receive at least the same insurance benefits, at the same premium and deductible levels, as the most favorable insurance benefits afforded to any such City employees, or the coverage provided in Appendix A, whichever is most favorable.

**Section 2. Illinois Municipal Retirement Fund (IMRF).** The Employer shall provide each employee as required by statute a retirement program through the Illinois Municipal Retirement Fund. The cost of this plan shall be shared by the employee and Employer as provided by law.

## **ARTICLE XV**

### **SENIORITY**

**Section 1. Definition.** For the purposes of this Agreement, the following definitions apply:

A. "Seniority" means uninterrupted full time employment with the City beginning with the latest date of hiring with the City as a telecommunicator and shall include periods of layoffs and periods of paid absence authorized by and consistent with this Agreement. Seniority shall determine preference for days off, shifts and selection of vacation dates.

B. "Service Time" means total full time employment with the City. Service time shall determine amount of vacation and retirement. Furthermore, all prior full time employment within the bargaining unit shall be used to determine wages.

**Section 2. Loss of Seniority.** An employee shall lose his/her seniority and no longer be an employee if:

- A. He/she resigns or quits;
- B. He/she is discharged (unless reversed through the Grievance or Arbitration Procedure);
- C. He/she retires;
- D. A bargaining unit member who accepts the position of Telecommunications Manager shall retain and continue to accrue seniority and in the

event that the Telecommunications Manager position is eliminated or a former member of the bargaining unit chooses to resign from the Telecommunications Manager position, the employee may use said seniority to claim the last position held as a telecommunicator;

E. He/she does not return to work from layoff within five (5) calendar days after being notified to return except when the failure to return to work is due to circumstances beyond the control of the employee and the Employer has been so notified;

F. He/she has been on layoff for a period of two (2) years or more.

## **ARTICLE XVI**

### **LAYOFF AND RECALL**

**Section 1. Procedure for Layoff.** In the event of a reduction in Telecommunicator staff, employees shall be laid off in inverse order of seniority within classification.

**Section 2. Procedure for Recall.** An employee with seniority who has been laid off or transferred as a result of a layoff shall be recalled to work, conditioned upon ability to perform the work available, in accordance with the reverse application of the procedure for layoff. Recall rights shall continue for two (2) years after an employee has been laid off.

**Section 3. Notice.** The Employer shall notify the Union 45 days prior to the intended effective date of a planned layoff. The Employer and the Union will discuss alternatives to the layoff if put forth by the Union and will negotiate over the impact of the layoff if alternatives are not accepted.

## **ARTICLE XVII**

### **FILLING OF VACANCIES**

**Section 1. Posting.** Whenever a job vacancy occurs within the bargaining unit in any existing job classification or as a result of the development or establishment of new job classifications, a notice of such vacancy shall be posted for ten (10) working days.

During this period, employees who wish to apply for the vacant job, including employees on layoff may do so.

**Section 2. Selection.** The Employer shall fill the vacancy by promoting the employee within the Telecommunicator classification with the longest continuous service providing the employee is qualified and the employee's ability and job performance (including attendance record) are at least relatively equal to that of any qualified employee applying for the vacancy who has less continuous service.

An outside applicant will not be hired unless no current employees who are qualified for the position have submitted applications.

**Section 3. Right to Return.** An employee may return to his/her former position within sixty (60) days after selection for the vacancy.

**Section 4. Telecommunications Manager Position Vacancy.** In the event there is a vacancy in the Telecommunications Manager position, bargaining unit members who apply for the position shall receive strong consideration and shall be assured an interview.

## **ARTICLE XVIII**

### **GRIEVANCE PROCEDURE**

#### **Section 1. Grievance.**

A. A grievance is defined as any difference, complaint or dispute between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement.

B. Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s). Either party may have the grievant or one grievant representing group grievants present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

C. Whenever the Employer requires the attendance of an employee in connection with the grievance procedure, the Employer shall pay the employee at the appropriate rate of pay.

#### **Section 2. Grievance Steps.**

**Step 1. Communication Supervisor.** The employee and/or the Union shall first raise the grievance with the Telecommunications Manager. All grievances must be presented in

writing not later than ten (10) working days from the date the grievant becomes aware of the occurrence giving rise to the complaint.

The Telecommunications Manager shall render a written response to the grievance within five (5) working days after the grievance is presented. If the grievance is not resolved at Step 1, the Telecommunications Manager shall sign the written statement of grievance prepared for submission at Step 2 acknowledging discussion of the grievance. In those circumstances where securing the signature of the Telecommunications Manager who is physically not available to sign would have adversely affected a timely submittal to the second level, the grievance will be submitted to the second level without such signature. A copy of the grievance shall subsequently be provided to the Telecommunications Manager for such signature. The written grievance shall be on an agreed upon form which will be provided by the Employer in adequate amounts to the Union. The written grievance shall contain a statement of the grievant's complaint, the Section(s) of the Agreement allegedly violated, the date of the alleged violation and the relief sought. The form shall be signed and dated by the grievant. Improper grievance form, date or section citation shall not be grounds for denial of the grievance.

Step 2. Chief of Police. If the grievance is still unresolved, it shall be presented by the Union to the Chief of Police in writing within ten (10) working days after receipt of the Step 1 response.

Within ten (10) working days after receipt of the written grievance the parties shall meet or hold other discussions in an attempt to solve the grievance unless the parties mutually agree otherwise. The Chief or his designee shall give his written response within ten (10) working days following the meeting.

If no meeting is held, the Chief or his designee shall respond in writing to the grievance within fifteen (15) working days of receipt of the grievance.

Step 3. (A) Arbitration. If the grievance is appealed to arbitration, representatives of the Employer and the Union shall meet to select an arbitrator, from a list of mutually agreed to arbitrators. If the parties are unable to agree on an arbitrator, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. The parties shall alternately strike the names of three arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking any names shall have the right to reject one (1) panel of arbitrators. The

arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union, requesting that he/she set the time and place for the hearing, subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties.

**(B) Arbitration Procedures.** Both the parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator.

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

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The arbitrator shall neither amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement.

The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator during the term of this Agreement or to use the expedited arbitration procedures of the American Federation Association. The decision and award of the arbitrator shall be final and binding on the Employer, the Union, and the employee involved.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall pay one-half of the total cost of making such a record.

**Section 3. Time Limits.**

A. Grievances may be withdrawn at any step of the Grievance Procedure without prejudice. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

B. The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.

C. The Employer's failure to respond within the time limits shall automatically advance the grievance to the next steps.

**Section 4. Advanced Grievance Step Filing.** Certain issues which by nature are not capable of being settled at the first step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the second step.

Mutual agreement shall take place between the appropriate Union representative and the appropriate Employer representative at the step where it is desired to initiate the grievance.

**Section 5. Pertinent Witnesses and Information.** The Union may request the production of specific documents, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws, and rules issued pursuant thereto, governing the dissemination of such materials. Likewise, the grievant and the Union shall comply with any reasonable request of the Employer for the production of specific documents, books, papers or witnesses reasonably available from the grievant or the Union and substantially pertinent to the grievance under consideration.

## **ARTICLE XIX**

### **DISCIPLINE**

**Section 1. Definition.** The Employer agrees with the tenets of progressive and corrective discipline, but may in all cases impose discipline commensurate with the seriousness of the infraction, taking into account any prior disciplinary actions. Disciplinary action or measures shall generally include only the following:

- A. Oral reprimand;
- B. Written reprimand;
- C. Suspension ;(notice to be given in writing); and
- D. Discharge (notice to be given in writing).

Disciplinary action may be imposed upon an employee only for just cause. An employee shall not be demoted for disciplinary reasons. Discipline shall be imposed as

soon as possible after the Employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter. In any event, the actual date upon which discipline commences may not exceed 45 days after the completion of the pre-disciplinary meeting.

All disciplinary action taken against a non-probationary telecommunicator shall be given subject to the grievance procedure contained herein, Article XXVIII. All grievances arising out of discipline which results in a loss of compensation may be filed at the Step 2 level of the grievance procedure.

No bargaining unit member shall be required to conduct an investigation of any other bargaining unit member, but may be required to furnish factual information. The Employer shall not request or require any bargaining unit member to formulate an opinion about or recommend the level of discipline that should be imposed on any other bargaining unit member.

**Section 2. Manner of Discipline.** If the Employer has reason to discipline an employee, it shall normally be done in a manner that will not embarrass the employee before other employees or the public.

**Section 3. Pre-Disciplinary Meeting.** For discipline other than oral reprimands, the Employer shall meet with the employee involved and inform him/her of the reason for such contemplated disciplinary action, making available upon request names of witnesses, unless there is a compelling reason to maintain confidentiality, and copies of pertinent documents. Employees shall be entitled to Union representation, and the employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline. Reasonable extensions or time for rebuttal purposes will be allowed when warranted and if requested. If the employee does not request Union representation, a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

**Section 4. Notification and Measure of Disciplinary Action.**

A. In the event disciplinary action is taken against an employee, other than the issuance of an oral reprimand, the Employer shall promptly furnish the employee and the Union in writing a statement of the reasons therefore. The measure of discipline and the statement of reasons may be modified, especially in cases involving suspension pending discharge, after the investigation of the total facts and circumstances. But once the final

measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct which arose from the same facts and circumstances.

B. An employee shall be entitled to the presence of a grievance representative at an investigatory interview if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her.

C. Nothing in this Section prevents the Employer from relieving employees from duty with pay in accordance with its practice.

D. All records of oral reprimand and written reprimands shall be removed from the employee's records after three (3) years if from the date the discipline occurred no related incidents re-occur which lead to discipline being taken. Any employee may request removal of such documents two (2) years from the date discipline occurred. Such early removal shall be at the discretion of the Chief.

**Section 5. Probationary Telecommunicator.** During training and for the first 12 months of employment after release from training and after the telecommunicator has been permitted to work alone, the telecommunicator shall be in a probationary status and may be dismissed at the discretion of the Chief of Police if the telecommunicator's performance is deemed to be unsatisfactory. If a probationary telecommunicator misses thirty (30) or more work days, then the probationary period for such telecommunicator shall be extended by the number of work days missed. The other provisions of this Article 19 Discipline, shall not be applicable to a probationary telecommunicator.

## **ARTICLE XX**

### **PERSONNEL FILES**

Employees shall be entitled to full access to their personnel files as prescribed in 820 ILCS 40/1, et seq. Such files shall contain job-related information only.

## **ARTICLE XXI**

### **SAFETY AND HEALTH**

**Section 1. General Duty.** The Employer shall provide a safe and healthful workplace. The Employer shall encourage the Union representatives to bring to the Employer's attention any unsafe or unhealthy working conditions.

**Section 2. Random Drug Testing.** If and only if the collective bargaining agreement between the City and its police officers provide for a random drug testing, telecommunicators shall be subject to random drug testing consistent with the terms found in the collective bargaining with the police officers.

## ARTICLE XXII

### **LABOR/MANAGEMENT AFFAIRS**

No less than once a month, the Chief of Police shall at the request of the Union president meet to discuss the administration of the Agreement and other mutual concerns of the parties.

## ARTICLE XXIII

### **EMPLOYEE DEVELOPMENT AND TRAINING**

**Section 1. Orientation.** The Employer and the Union recognize the need for the training and development of employees in order that services are efficiently and effectively provided and employees are afforded the opportunity to develop their skills and potential. In recognition of such principles the Employer shall provide employees with reasonable orientation with respect to current procedures, forms, methods, techniques.

**Section 2. Time Off.** If because of changes in certification, accreditation or licensure employees are required by the Employer to take courses so as to retain their present position classification such employees shall be granted reasonable time for such without loss of pay.

**Section 3. Tuition Reimbursement.** Employees desiring to attend classes to improve their skills, or to obtain a post-high school diploma from a recognized college, business or trade school, should submit a written request to the Chief of Police for reimbursement authorization. Requests should include the identity of the school, the

anticipated courses to be pursued and the cost per semester, together with an indication how the proposed instruction will assist the employee in his or her current position or develop additional skills beneficial to the employment relationship. Where the request is approved, the Employer will pay for the books required for the courses, and will reimburse the employee for tuition and fees, up to an amount equivalent to Illinois Central College's existing rates, upon submission of proof of the employee's satisfactory completion of the course(s), with a passing grade. Upon completion of the courses, the employee will be expected to return any books purchased by the Employer, absent agreement upon some other arrangement. The authorization shall not be construed as a request by the Employer for the employee to attend courses, and this policy shall apply only to voluntary employee elections to attempt additional education.

**Section 4. Fitness.** If during the course of this Agreement a fitness/health club is established at EastSide Centre, the City shall pay on behalf of each employee at least 60% of the cost of individual membership in the EastSide Centre fitness/health club.

#### **ARTICLE XXIV**

##### **RESIDENCY**

Telecommunicators shall live within twenty (20) miles (measured as the crow flies) of the City of East Peoria limits.

#### **ARTICLE XXV**

##### **NO STRIKE**

Neither the Union nor any employee will instigate, promote, sponsor, engage in or condone any strike, slow down, concerted stoppage of work or any other intentional disruption regardless of the reason for so doing. Any employee who violates any of the provisions of this Article may be disciplined.

#### **ARTICLE XXVI**

##### **MANAGEMENT RIGHTS**

**MEMORANDUM OF UNDERSTANDING**

The Chief shall not unreasonably deny a request for ETO (Earned Time Off) under Article V, 1 (C). Unless a requested date is necessary because of exigent circumstances, denial shall not be deemed unreasonable if the Telecommunicator requesting the ETO fails to give the Chief two weeks advance notice of the date requested for taking ETO and the requested date would result in involuntary overtime.

**CITY OF EAST PEORIA**

**POLICEMENS' BENEVOLENT LABOR COMMITTEE**

By *Dale M. Mays*  
Its Mayor

By *Tyler H. Hays*  
Its President

**ATTEST:**

**ATTEST:**

By *Morgan R. Caldwell*  
Its City Clerk

By *Kara J. Warner*  
Its Secretary

The Employer retains the right to direct the working forces; to plan, direct and control all communications operations and all services of the Department; to determine the methods, means, organization and personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule the working hours; to hire, promote, demote, suspend, discipline, discharge or relieve employees for lack of work or for other legitimate reasons; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

**ARTICLE XXVII**  
**DURATION**

This Agreement shall be effective upon the date of execution and shall terminate on April 30, 2016, unless extended by mutual agreement. Salary increases shall be retroactive to May 1, 2015, for all telecommunicators employed as of the date of execution. Written notice of a desire by either party to open negotiations for a new fiscal year shall be made at least sixty (60) days before April 30, 2016, but no earlier than December 31, 2015.

**IN WITNESS WHEREOF**, the parties hereto have set their hands this 15<sup>th</sup> day of December, 2015.

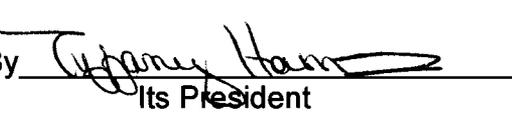
**CITY OF EAST PEORIA**

By   
Its Mayor

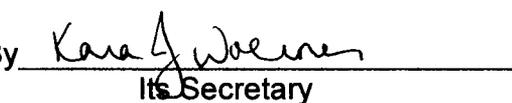
**ATTEST:**

By   
Its City Clerk

**POLICEMEN'S BENEVOLENT LABOR COMMITTEE**

By   
Its President

**ATTEST:**

By   
Its Secretary

**APPENDIX A**  
**INSURANCE**

The following benefits are subject to the terms and conditions of the policy including the coordination of benefits with those benefits provided by other group plans and future applicable hospital-surgical legislation covering the telecommunicator or his dependents.

**APPENDIX B**  
**COMMUNICATIONS WORK SCHEDULE**

First Shift	M	T	W	T	F	S	S
Telecommunicator Supervisor	X	X	X	X	X	O	O
Telecommunicator	X	X	X	O	O	X	X
Telecommunicator	X	O	O	X	X	X	X
Second Shift	M	T	W	T	F	S	S
Telecommunicator Supervisor	X	X	X	X	X	O	O
Telecommunicator	X	X	X	O	O	X	X
Telecommunicator	O	O	X	X	X	X	X
Third Shift	M	T	W	T	F	S	S
Telecommunicator Supervisor	X	X	X	X	O	O	X
Telecommunicator	O	X	X	X	X	X	O
Telecommunicator	X	X	O	O	X	X	X
Power Shift	M	T	W	T	F	S	S
Telecommunicator (10:00 a.m. – 6:00 p.m.)	O	X	X	X	X	X	O
Telecommunicator (6:00 p.m. – 2:00 a.m.)	X	O	O	X	X	X	X

Subject to Article V, Section 5, relating to the assignment of a power/relief shift, the parties agree that the above schedule will be the normal Communications Work Schedule. Further, the parties agree that should the Chief of Police determine that the above work schedule is detrimental to operations of the Police Department, the work schedule in effect under the collective bargaining agreement in effect as of April 30, 2012 may be reinstated.

**APPENDIX C**  
**TELECOMMUNICATOR DUTIES**

The Telecommunicator of the East Peoria Police Department has the following duties and responsibilities:

- A. Answering the Department switchboard and switching calls:
  - 1. Take messages if necessary
- B. Answering Emergency telephones for the following:
  - 1. East Peoria Police and Fire
  - 2. Northern Tazewell Fire and Rescue
  - 3. Spring Bay Fire and Rescue
  - 4. Germantown Hills Fire and Rescue
  - 5. Creve Coeur Police and Fire (2 shifts weekdays, 3 on weekends, other times as necessary ie. dispatcher time off, holidays, vacation, sick)
- C. Dispatching of units from the above listed agencies:
  - 1. Dispatch initial call
  - 2. Record the dispatch on dispatch card
  - 3. Place unit out of service
  - 4. Make telephone contacts for the unit ie:
    - a. Various notifications to business owners concerning their business (open doors and windows, alarm sounding, burglary, and other contacts that need to be made)
    - b. Contacting of citizens (vehicle parked in traffic, emergency notifications), requests for assistance (person needs transportation), person needs bond money, recovered lost or stolen property, officer is requesting information, any other contacts that need to be made
    - c. Contacting governmental units (IDOT concerning road conditions, signs down or needed, Street Department for same reasons, Inspections Department for living conditions of houses, nuisance abatement, any other contacts that need to be made)
    - d. Secure additional assistance for the incident being handled (get additional officers dispatched, ambulances notified, Fire Department notified, wreckers notified, Cilco notified, ERS notified, DCFS or other social agency notified)
  - 5. Run computer checks (license checks, wanted checks, criminal history checks, drivers license checks, send directed messages)
  - 6. Check status of the officers if they have been out of service for an extended time
  - 7. Put cars back in service
  - 8. Enter all call information into the computer
- D. Handling of walk-in complainants, victims, witnesses:
  - 1. Determine the nature of the complaint
  - 2. Call uniformed officer to the station to handle the complaint
  - 3. Give instructions or information to the complainant, victim, witness that will satisfy their reason for being here
  - 4. Take the necessary information to dispatch an officer
  - 5. Direct them to another division of the Department
  - 6. Take information necessary to the completion of a report

- E. Entry and retrieval of data to LEADS, NCIC, and other agencies using the computer terminals and net:
  - 1. Checks for or entry of stolen property
  - 2. Checks for or entry of recovered property
  - 3. Checks for or entry of wanted persons or vehicles
  - 4. Criminal history checks
  - 5. Checks for licenses of all types
  - 6. Directed messages to other agencies
  - 7. Any other checks, entries or messages requiring the use of the LEADS, NCIC net
- F. Coding of report numbers on reports and filing:
  - 1. Check reports for completeness of information
  - 2. Assign a file code to the report
  - 3. List the report in the appropriate index
  - 4. Complete an index card
  - 5. Make copies when necessary
  - 6. File the index cards and the reports
- G. Incidental office-type duties:
  - 1. Changing tapes on master recorder
  - 2. Accepting of checks and other monies for report copies
  - 3. Accepting bond money
  - 4. Receipting for money received
  - 5. Making copies of reports for court
  - 6. Any other duties assigned to Communications
- H. Telecommunicators may be assigned other duties consistent with such position and may volunteer to fill in for the Administration's secretary and Investigations' secretary.
- I. Training of all telecommunicators, whether full or part time.

**APPENDIX D**  
**TELECOMMUNICATOR SUPERVISOR DUTIES**

The Telecommunications Supervisor of the East Peoria Police Department has all of the duties and responsibilities of the Telecommunicator. They have in addition to those duties the following:

- A. Responsibility to check the work of the Telecommunicator for:
  - 1. Accuracy
  - 2. Completeness
  - 3. Paperwork numbered and filed properly
  - 4. LEADS and NCIC entries properly completed
  - 5. Receiving complete information on calls for services
  - 6. Dispatches are properly completed
- B. Responsible for the Communications area and its equipment:
  - 1. Make certain that all equipment is functioning properly:
    - a. Radio consoles
    - b. Telephone equipment
    - c. Computer equipment
    - d. Recording equipment
    - e. Copying equipment
    - f. Emergency generator
  - 2. Make certain that carry-out equipment has been signed for both when taken from Communications and returned
  - 3. Report malfunctioning equipment and arrange for repairs when authorized
- C. Assist in scheduling of personnel:
  - 1. Determine the staffing needs and make recommendations
  - 2. Complete a tentative schedule of both full and part time needs and submit for approval
  - 3. Maintain a calendar of vacation and other scheduled time off
  - 4. Maintain call lists for other vacancies
- D. Training of all Telecommunicators whether full or part time
- E. Other responsibilities:

One or more supervisors may be assigned to the following duties:

  - 1. Supervision of the warning ticket files
  - 2. Supervision of inventory of supplies and the ordering of supplies
  - 3. Supervision of parking ticket files
  - 4. Supervision of activity log files
  - 5. Supervision of false alarm files
  - 6. Supervision of LEADS validation
  - 7. Supervision of or accomplishment of any other duties that are assigned to Telecommunicators.