

AGREEMENT BETWEEN

CITY OF BLOOMINGTON

AND

TELECOMMUNICATORS
POLICE BENEVOLENT LABOR COMMITTEE

MAY 1, 2020 – APRIL 30, 2022

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GLOSSARY

Please infer the following definitions when reading this contract:

- Chief of Police includes the appropriate designee in the Chief's absence
- City Manager includes the appropriate designee in the Manager's absence
- Human Resources Director includes the appropriate designee in the Director's absence
- Communications Center Manager is interchangeable with the term supervisor and includes the appropriate designee in the Communication Center Manager's absence.
- His/He/Him includes both male and female telecommunicator.
- TCM refers to a telecommunicator.
- Chief Steward includes the appropriate designee in the Chief Steward's absence

AGREEMENT

This Agreement made and entered into this 1st day of May, 2020 by and between the CITY OF BLOOMINGTON, ILLINOIS (hereinafter referred to as the “City”) and the POLICE BENEVOLENT LABOR COMMITTEE (hereinafter referred to as the “Union”):

WITNESSETH:

Whereas the Union was certified as the sole and exclusive bargaining agent by the Illinois Public Labor Relations Board in case number S-RC-08-006 on May 1, 2008.

WHEREAS, it is the intent and purpose of this Agreement to promote and improve harmonious relations between the City and the Union; aid toward the economical and sufficient operations; accomplish and maintain the highest quality of work performance; provide methods for a prompt and peaceful adjustment of grievances; insure against any interruption of work, slowdown, or other interference with work performance; strengthen good will, mutual respect, and cooperation; and set forth the Agreement covering rates of pay, hours of work and other conditions of employment where not otherwise mandated by statute, to be observed between the parties to this Agreement; and

WHEREAS, the rights, obligations, and authority of the parties to this Agreement are governed by and subject to the Constitutions and laws of the State of Illinois, and Ordinances of the City of Bloomington,

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 RECOGNITION

Section 1.1. Representation and Bargaining Unit.

The City recognizes the Union as the sole and exclusive bargaining agent for all full-time, part-time and seasonal telecommunicators employed by the City's Police Department, excluding any and all other employees employed by the Police Department and the City of Bloomington. The City is not prohibited from hiring temporary and/or seasonal help. Such recognition is pursuant to Case No. S-RC-08-006.

Section 1.2. 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 2 UNION SECURITY

Section 2.1. Dues Check Off.

Upon receipt of a signed authorization the City will deduct from the pay of a TCM covered by this Agreement the monthly dues and shall be remitted monthly to the Union at the address designated in writing to the City by the Union. The Union shall advise the City of any increase in dues or other approved deductions in writing at least thirty (30) days prior to its effective date. Such deduction shall be remitted to the Union within fifteen (15) days after the deduction has been made. The authorization card shall be as follows:

AUTHORIZATION FOR PAYROLL DEDUCTION
TO: CITY OF BLOOMINGTON, ILLINOIS

I hereby request and authorize you to deduct from my earnings the monthly Union membership dues established by the Police Benevolent Labor Committee.

I authorize and direct you to deduct said membership dues from my paychecks each month after the date this assignment is delivered to you and to remit same to the Union.

This Agreement, authorization, and direction shall become operative on the date it is delivered to you and may be revoked in writing at any time.

Date

Name

Section 2.2. 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 make payment and furnish a written receipt to the Union that such payment has been made. The Union will notify the City in writing that no union dues or fair share should be deducted from the employee's payroll.

Section 2.3. Indemnification.

The Union agrees to indemnify, defend and hold the City harmless against any and all claims, suits, orders or judgments brought or issued

against the City as a result of any action taken or not taken by the City as they relate specifically to this Article.

Section 2.4 Union Activity.

The City and the Union agree not to interfere with the rights of employees to become or not become members of the Union and, further, that there shall be no discrimination or coercion against any employee because of Union membership or non-membership and Union activity or non-activity.

Section 2.5. Employee Information

The parties agree on a monthly basis to provide a complete listing of bargaining unit employees, including new employees, to the Union. This list shall include the employees name, home address, job title, identification number, personal phone number, date of hire and personal email address. Employees are required to maintain personal information in Employee Self Service (ESS).

ARTICLE 3 GRIEVANCE PROCEDURE

Section 3.1. Time Limit for Filing.

No grievance shall be entertained or processed unless it is submitted within ten (10) business days after the occurrence of the event giving rise to the grievance or within ten (10) business days after the TCM through the use of reasonable diligence should have obtained knowledge of the occurrence of the event giving rise to the grievance.

If a grievance is not presented within the time limits set forth above, it shall be considered “waived”. 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. If the City does not answer a grievance or an appeal thereof within the specified time limit the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the City and Union representatives involved in each Step.

Section 3.2. Definition and Procedure.

A grievance is a dispute or difference of opinion raised by one (1) or more TCM against the City, involving the meaning, interpretation or application of the express provisions of this Agreement. A grievance shall be processed in the following manner:

STEP 1: Any TCM who has a grievance shall submit it in writing on the City of Bloomington grievance form to the Chief of Police. The Chief of Police shall discuss the grievance within ten (10) business days with the Chief Steward at a time mutually agreeable to the parties. If no settlement is reached, the Chief of Police shall give the City's written answer to the Chief Steward within ten (10) business days following their meeting.

STEP 2: If the grievance is not settled in Step 1 and the Union desires to appeal, it shall be referred by the Union Chief Steward in writing to the Human Resources Director within ten (10) business days after the Chief of Police's answer in Step 1. A meeting between the Human Resources Director, the Chief of Police and the Union Chief Steward shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Human Resources Director and the Union Chief Steward. If no settlement is reached, the Human Resources Director shall give the City's written answer to the Union Chief Steward within ten (10) business days following the meeting.

Section 3.3. Arbitration.

If the grievance is not settled in accordance with the foregoing, procedure, the Union may refer the grievance to arbitration within ten (10) business days after receipt of the City's answer in Step 2. Within twenty (20) business days the parties shall file with the Federal Mediation and Conciliation Service a request to submit a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators in sub-region of Illinois. Both the City and the Union shall have the right to alternately strike two (2) names from the panel one (1) at a time. The party requesting arbitration shall make the first strike. The remaining person shall be the arbitrator. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. The arbitrator shall be notified of his selection by a joint letter from the City and the Union requesting that he set a time and place for the arbitration, subject to the availability of the City and Union representatives.

Section 3.4. Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him in writing by the City and the Union and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his interpretation of the

meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

Section 3.5. Expenses of Arbitration.

The fee and expenses of the arbitrator including the cost associated with requesting a list of arbitrators, and the cost of a written transcript shall be divided equally between the City and the Union. However, each party shall be responsible for compensating its own representatives and witnesses.

Section 3.6. Employee Rights.

Nothing in this Agreement prevents an employee from presenting a grievance to the City and having the grievance heard and settled without the intervention of the Union; provided the Union is afforded the opportunity to be present at such conferences and any settlement made shall not be inconsistent with the terms of an Agreement in effect between the City and the Union. Nothing herein shall be construed to limit the Union's right to exercise its discretion to refuse to process employee's grievances which it believes not to be meritorious.

Section 3.7. Meeting Between the Parties.

On a quarterly basis the TCM Labor Committee may request a meeting with Police Administration to exchange views and discuss matters of mutual concern. This Section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth herein. Meeting will be held at a mutually agreeable time and no overtime will be paid for such meeting.

ARTICLE 4 NO STRIKE AND NO LOCKOUT

Section 4.1. No Strike.

Neither the Union nor any officers, agents, or TCMs will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the City regardless of the reason for so doing. Any or all TCMs who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City.

Section 4.2. No Lockout.

The City will not lock out any TCM during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 5 DRUG AND ALCOHOL TESTING

Section 5.1. Alcohol and/or Illegal Drug Policy.

It is the policy of the City that the public has the reasonable right to expect persons employed by the City to be free from the effects of drugs and alcohol. The City has the right to expect their TCMs to report for work fit and able for duty. TCM's are prohibited from:

- (a) consuming or possessing alcohol at any time during the workday or anywhere on any City premises or job sites, including all City buildings, properties, vehicles and the TCM's personal vehicle while working;
- (b) possessing, selling, purchasing, consuming or delivering any illegal drug at any time;
- (c) selling or consuming cannabis at any time on or off duty;
- (d) being under the influence of alcohol or having a concentration of alcohol greater than .02 based upon the grams of alcohol per 100 milliliters of blood during the course of the workday or when reporting for scheduled work;
- (e) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking;

- (f) consuming or possessing illegal drugs at any time, on or off duty.

Section 5.2. Drug and Alcohol Testing Permitted.

Where the City has reasonable suspicion to believe that a TCM is then under the influence of alcohol, illegal drugs or cannabis during the course of the workday, the City shall have the right to require the TCM to submit to alcohol or drug testing as set forth in this Agreement. A supervisor must certify their reasonable suspicions concerning the affected TCM prior to any order to submit to the testing authorized herein.

Department Wide Testing – The City may at its discretion submit the entire bargaining unit to an annual drug test. Should the City exercise such “department wide testing” under this section, every TCM shall be required to submit to drug testing once per calendar year. A TCM may be excused by the Chief of Police from participating in the annual drug test administered to his or her work group, but said TCM shall be required to make up any missed test at the discretion of the Chief of Police. No TCM who tests negative shall, pursuant to this section, be tested more than once in a calendar year, or be subject to a subsequent annual test unless every other bargaining unit member who is available for duty has already been tested.

Section 5.3. Order to Submit to Testing.

At the time a TCM is ordered to submit to testing authorized by this Agreement, the City shall provide the TCM with a written notice of the order. Refusal to submit to such testing may subject the TCM to discipline up to and including termination. The TCM shall be permitted to consult with a union representative, if available, at the time the order is given. However, the consultation with the Union will not delay or impede the testing process.

If a TCM is required to submit to testing outside his regularly scheduled hours of work he shall be compensated.

Section 5.4. Voluntary Requests for Assistance.

The City shall take no adverse employment action against a TCM who, prior to any notification of drug or alcohol testing, voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, solely by reason of such seeking of treatment, counseling or other support, other than the City may require reassignment of the TCM if he is then unfit for duty in his current assignment. If no assignment is available, the TCM would be required to use appropriate leave time.

Section 5.5. Discipline.

TCMs who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the City by reason of seeking such assistance. TCMs ordered to submit to drug or alcohol testing who test positive on both the initial and the confirmatory test for drugs or are found to be under the influence of alcohol may be disciplined up to and including termination.

The foregoing shall not be construed as an obligation on the part of the City to retain a TCM on active status throughout the period of rehabilitation if it is appropriately determined that the TCM's current use of alcohol or drugs prevents such individual from performing the duties of a TCM or whose continuance on active status would constitute a direct threat to the property or safety of others. Such TCMs shall be afforded the opportunity to use accumulated paid leave. When a TCM voluntarily submits to treatment for alcohol or drug abuse, any discipline imposed upon such TCM shall not be increased or imposed solely due to the TCM's submission to such treatment.

Section 5.6. Positive Results.

Concentration of a drug at or above the levels established by SAMHSA (Substance Abuse and Mental Health Services Administration) shall be considered a positive test result when using the initial immunoassay drug screening test. The parties recognize that such “cut off” levels change from time to time. It is in the interest of the parties to adapt and incorporate any such changes into this Agreement at such time as they are adopted by SAMHSA.

ARTICLE 6 EMPLOYEE RESPONSIBILITY

Section 6.1. Prescription Drug Usage.

TCMs who are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the TCM’s ability to perform his duties must report such usage to their supervisor. A TCM may be temporarily reassigned with pay to other more suitable duties. In no instance shall the employee be required to discontinue medication prescribed by his/her physician.

ARTICLE 7 DISCIPLINE

Section 7.1. Standards of Discipline.

(A) All disciplinary action against employees covered by this Agreement shall be carried out in accordance with department rules, regulations, orders, policies, procedures, discipline guidelines or State laws.

(B) The parties recognize the principles of progressive and corrective discipline. In some instances, an incident may justify severe disciplinary action including termination, depending on the seriousness of the incident. A suspension will be upheld unless it is arbitrary, unreasonable or

unrelated to the needs of the service. A termination will be upheld if a substantial shortcoming of the employee is proved, which is defined as that which renders the TCM's continuance in office in some way detrimental to the discipline and efficiency of the service and which the law and sound public opinion recognize as good cause for his no longer holding the position. No non-probationary employee shall be disciplined without just cause.

Section 7.2. Felony Indictment.

When a TCM is arrested for or charged with a criminal offense, the employee will be immediately placed on administrative leave with pay unless the TCM has been formally charged in court with a felony, in which case the administrative leave shall be without pay.

When a TCM is formally charged with a felony and such charge results in anything other than a finding of guilty, the City shall make the TCM whole for any regular wages, accrued benefits and seniority forfeited between the time the TCM was placed on administrative leave without pay and the time of the ruling and/or decision by the court or the State's Attorney. It is understood that any disciplinary suspension or termination related to the criminal offense or felony charge is subject to the grievance procedure, and that the determination of any forfeited compensation, if any, will be based on the settlement of the grievance.

The City shall promptly investigate the incident consistent with the City's policy of not interfering with a criminal investigation. In the event that criminal charges are filed by indictment or information, or continued after a plenary hearing at which the TCM had the opportunity to appear, the TCM will be carried on administrative leave without pay, (1) pending resolution of the criminal charge or (2) a determination by the City that, because of the

nature of the charges, the TCM may be returned to full or restricted duty during the pendency of the charges.

Time on such administrative leave without pay shall not be considered discipline, but the City shall credit such time on administrative leave without pay against any suspension that might subsequently be entered against the employee for that incident.

ARTICLE 8 HOURS OF WORK.

Section 8.1. Application of this Article.

This Article shall not be construed as a guarantee of hours of work per day or per week.

Section 8.2. Regular Workday and Workweek.

The regular workday shall be eight (8) hours of work within a twenty-four (24) hour period. TCM's will receive two (2) consecutive days off work. The regular workweek shall be forty (40) hours per week and such additional time that maybe required in the judgment of the City to serve the citizens of the City and shall commence with the TCM's first regular workday commencing on or after Sunday at 7:00 a.m. of each week. The City will make every effort to post work schedules by Thursday. TCMs transitioning shifts may not have two (2) consecutive days off work.

If mutually agreeable, the parties may meet during the term of the agreement to discuss alternate scheduling models (e.g. 12 hour shifts).

Section 8.3 Breaks.

TCMs will be eligible for a paid thirty (30) minute meal break during their regular eight (8) hour work day. TCM's working sixteen (16) consecutive hours will be eligible for a second thirty (30) minute meal break within the second eight (8) hour shift.

TCMs will be allowed to take a paid work break of fifteen (15) minutes for every four (4) consecutive hours worked. Breaks are not guaranteed, cannot be combined, nor can they be carried over from one day to the next. If a TCM is unable to take their breaks no additional compensation shall be paid.

Meal or work breaks may not be taken within the first or last ½ hour of each shift, nor can they be combined. TCMs shall be allowed to leave their work station during breaks so long as the TCM is available for emergency callback. With prior approval from Communications Management Staff, TCM's may leave the Police Department and City Hall Campus area for emergency or extenuating circumstances. If four (4) or more TCM's are present on shift, one TCM on shift may leave the Police Department and City Hall Campus for their meal break. The TCM permitted to leave shall be determined by on duty union members.

Section 8.4. Shift Assignment.

TCMs shall bid shifts by seniority as defined in Article 14 SENIORITY. Probationary TCM's are freely assignable during their probationary period. The seniority shift bid shall occur prior to assignment of probationary TCMs. The City may reserve a shift for probationary TCMs, but may not reserve specific scheduled days off. The shift schedules shall be determined by the City and posted prior to May 1st and November 1st each year. New shifts will be effective the first Sunday at 7:00 a.m. in January and July. TCM's will have 48-hours to bid shifts before moving to the next senior TCM.

In the event of a vacancy in any shift during the scheduling period, TCMs may bid for the vacant shift slot, including the specific days off on the schedule, on the basis of seniority as defined in Article 14 Seniority. If the

resulting personnel move creates an additional vacancy, TCMs may bid for the second vacancy on the basis of seniority as defined in Article 14 Seniority. No further personnel moves shall be allowed following the second filled vacancy.

Section 8.5. No Pyramiding.

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

Section 8.6. Shift Trading.

Pursuant to Section 7(p)(3) of the Fair Labor Standards Act (FLSA), Telecommunicators covered by this Agreement will be allowed to trade in two (2) hours increments as long as there is no overtime liability to the City and there is a mutual consent between Telecommunicators. Telecommunicators desiring to make a trade shall submit a Shift Trade Notification Form to the Communication Center Manager at least twenty-four (24) hours in advance of the first date and time to be traded. The form must specify the dates to be traded and must either be signed by both telecommunicators or signed by one of the telecommunicators and confirmed by e-mail by the other with a copy of the e-mail confirmation attached to the Form when submitted. Once the completed Form has been received, the schedule will be considered changed and the employees will be considered responsible for the days they committed to work. For the purpose of calculating wages and overtime payments under this contract and under FLSA, both employees will be paid as if they worked their originally scheduled shifts. Because of the nature of the services provided by Telecommunicators, the City must ensure adequate coverage at all times. Therefore, any employee who commits to a shift trade will be responsible for working the shift and

may be disciplined for failing to work his or her half of the shift trade. Employees may not use any form of benefit time, other than sick leave, to cover a shift trade.

Section 8.7. Court Time.

If a TCM is required to appear in court based on a dispatch call on their scheduled day off, they will be paid overtime for the hours they are in court.

If a TCM is required to report to court during their regularly scheduled workday, the Communication Management Staff has the option of making the court time the TCM's regular work assignment for that day at the appropriate rate (regular or overtime) or to require the TCM to work his regularly scheduled assignment in addition to attending court. If the TCM is reporting during their regular work hours, they are expected to report to work at their normal start time (unless directed otherwise by the Communication Management staff) and return to work at the conclusion of their court appearance.

ARTICLE 9 WAGES

Section 9.1. Wages.

Effective May 1, 2020, the rates of pay for all employees covered by this Agreement will be increased by 2.5% over the rates of pay in effect on May 1, 2019.

Effective May 1, 2021, the rates of pay for all employees covered by this Agreement will be increased by 2.5% over the rates of pay in effect on May 1, 2020.

TCM's on payroll at the execution of the agreement will receive retroactive pay from May 1, 2020 through the date the May 1, 2020 wage tables are entered into payroll.

Section 9.2. Longevity.

Full-time employees, hired prior to May 1, 2018, shall be entitled to longevity at the following rates:

<u>Years of Service</u>	<u>%</u>
5 Years	5%
10 Years	7%
15 Years	9%
20 Years	11%

Longevity increases will be calculated as an increase on the TCM's base wage, at the rate listed above, effective on the employee's full-time anniversary date. Seasonal employees regardless of when they are hired are not eligible for longevity pay. Full-time employees hired on or after May 1, 2018 shall not be eligible for longevity pay on their hourly rates. This shall include those currently or previously working in a part-time or seasonal capacity. Longevity for all new full-time hires shall be as follows:

- 5 years - \$1500 paid in a lump sum payment at the conclusion of the employee's 5th anniversary year
- 10 years - \$2000 paid in a lump sum payment at the conclusion of the employee's 10th anniversary year
- 15 years - \$2500 paid in a lump sum payment at the conclusion of the employee's 15th anniversary year
- 20 years - \$3000 paid in a lump sum payment at the conclusion of the employee's 20th anniversary year

Section 9.3. Paycheck Distribution.

For those employees who do not elect to have direct deposit, paychecks will be mailed on payday by the Human Resources Department.

Upon receiving 30 days' notice from the City, seasonal employees' pay shall be changed from a weekly to a bi-weekly pay period and all bargaining unit employees pay date will be changed to Friday.

ARTICLE 10 LEAVES

Section 10.1. Vacation Leave.

Vacation leave is accrued upon the occasion of a TCM's anniversary date according to the following schedule:

<u>Years of Continuous Service</u>	<u>Length of Vacation</u>
DOH, but less than 5 years	80 hours
5 years, but less than 11 years	120 hours
11 years, but less than 20 years	160 hours
20 years or more	200 hours

Vacation shall be bid in accordance with Section 8.4 Shift Assignment each May 1st and November 1st each year TCMs may bid vacation by seniority. TCMs must bid at least one week and no more than two consecutive weeks for the following six months in the first round of vacation bidding. A second round of vacation bidding will allow the TCMs to bid between one (1) and ten (10) consecutive workdays. TCMs will have 48 hours to bid vacation before moving to the next senior TCM. A vacation week will begin on the first day of the TCMs scheduled workday and shall continue for five (5) consecutive days. A TCM may bid less than five (5) days during the 1st round, so long as those days are consecutive and fall

adjacent to both the start of the bid cycle and the TCMs weekend or the TCMs weekend and the end of the bid cycle.

All vacation hours for bid must be available to the employee at the time it is taken.

Fifty percent (50%) of accumulated unused, vacation from the current anniversary year may be carried over to the next anniversary year.

Section 10.2. Personal Convenience Leave.

Each TCM shall be granted sixteen (16) hours of Personal Convenience Leave each fiscal year (May 1 – April 30). Personal Convenience Leave may not be accumulated from one fiscal year to another. All Personal Convenience Leave shall be scheduled in accordance with Section 10.11 Scheduled Leave Days. Personal Convenience Leave will not be paid out for probationary employees at separation of employment. New employees hired prior to October 31st of the fiscal year will be granted 16 hours of Personal Convenience Leave. Employees hired between November 1st and March 31st shall receive 8 hours of Personal Convenience Leave.

Section 10.3. Court Days.

All telecommunicators in a full-time status prior to December 1, 2010 are granted twenty-four (24) hours of paid “court days” per calendar year. These days are to be used for paid leave purposes only and are not subject to overtime or carryover. All Court Days shall be scheduled in accordance with Section 10.11 Scheduled Leave Days. Once a full-time telecommunicator who is eligible for Court Days transfers to any position and/or to a part-time or seasonal position they will no longer be eligible for

Court Days, even if they would return to a full-time telecommunicator position in the future.

Section 10.4. Floating Time Off.

All full time telecommunicators covered by this Agreement shall be given forty-eight (48) hours of paid floating time off each fiscal year of this Agreement. In the event a telecommunicator does not use all their floating time off by the end of the fiscal year, they shall be paid their appropriate hourly rate of pay for all unused hours. This time will be paid in May for the previous fiscal year. All Floating Time Off shall be scheduled in accordance with Section 10.11 Scheduled Leave Days. Floating time will not be paid out to probationary employees at separation of employment. Floating time will not be prorated for new employees; such leave will accrue on May 1st of the employee's first calendar year of service.

Section 10.5. Sick Leave.

Sick Leave Accrual. TCMs will accrue sick leave at a rate of eight (8) hours each month of completed service of employment, after which it shall accrue at a rate of eight (8) hours for each month of completed service up to a maximum of 960 hours for those hired prior to May 1, 2016 and 720 hours for those hired on or after May 1, 2016 which will be paid at full pay during the time of illness.

Sick Leave Usage. Sick leave is intended for the TCM's illnesses or injuries. TCMs may also use sick leave for doctor visits and illnesses within the TCM's immediate family (defined as spouse, civil union partner, child, step child, dependent listed on taxes). Employees will also be eligible to use up to 24 hours of sick leave per fiscal year for the injury or illness of their parent. The employee will need to provide a doctor's note to Human Resources stating the employee's need to be off work to care for their

parent. It is expected that a TCM utilizing sick leave will be at their residence during their hours of work unless they are seeking medical treatment or obtaining medication related to the illness.

TCMs calling in sick should contact the Shift Commander and Communication Center as soon as possible, but at least one (1) hour prior to the assigned reporting time. They should notify the Shift Commander if they are using sick leave for themselves or an immediate family member.

Absence of Three Days or More. When an employee has used sick leave for themselves or a qualifying family member for a period of three (3) full consecutive scheduled workdays or longer, excluding regularly scheduled days off, it will be that employee's responsibility, prior to his first day returning to work, to provide a signed return to work release from a healthcare provider. Verification may be requested for other sick leave absences as well and may be required as a condition of continued employment.

Rapid Accrual. TCM's with at least 160 hours of sick leave uses 160 hours of sick time or more by reason of one serious health condition, defined as an illness, pregnancy, injury, impairment or physical or mental condition involving in-patient care or continuing treatment by a health care provider, and depletes all but eighty (80) hours of sick leave by reason of such serious health condition, the telecommunicator upon return to full-time work shall accrue sick leave at the rate of twenty (20) hours per month, less any time used during accrual, until his sick leave returns to the level maintained before the serious health condition. Employees will be eligible for rapid accrual only one time beginning May 1, 2014 through their career with the City.

Sick Leave Abuse. Abuse of paid leave is prohibited. Employees who are suspected of abuse of sick leave may be required, as a condition of continued employment, to provide verification for all sick leave absences. If an employee is unable to provide verification of absences, discipline may be imposed. Without limiting the City's ability to monitor, investigate and discipline sick leave abuse, the following situations are examples of potential sick leave abuse:

- 1) a pattern of sick leave usage such as repeated use of sick leave in conjunction with regular days off, approved leave days or holidays
- 2) a pattern of sick leave usage such as repeated use of sick leave on a particular day of the week
- 3) repeated use of sick leave benefits as they are earned,
- 4) use of more sick leave than accrued in any twelve (12) month period,
- 5) using sick leave and being seen engaged in activities which indicate ability to work
- 6) circumstances deemed inappropriate by the employee's supervisor

Concerns regarding sick leave abuse will be addressed with the TCM.

Sick Maximum/RHS TCMs hired before May 1, 2014 who reach the 960 hour maximum will be eligible for up to four (4) hours of the previous month's accrued but unused hours of sick time to be placed in the Retirement Health Savings account at the employee's month ending hourly rate.

Sick Leave Buy Back TCMs hired before December 9, 2013 who retire or leave the employment of the City under honorable circumstances (defined as any separation of service other than termination), with seventy-five (75) years of combined service and age with a minimum of fifteen (15) years of continuous service (ex: 60 years old, 15 years of service or 50

years of age and 25 years of service) shall be eligible for sick leave buyback.

The eligible conversion is up to a maximum of 960 hours of accumulated unused sick leave at the TCM's final hourly rate and will be paid to an employee in a manner in which Sick Leave Buy Back earnings are no longer IMRF eligible and will therefore avoid any accelerated payment under IMRF provisions. Payments will be made within five (5) business days of earnings no longer being IMRF eligible.

Sick Leave and FMLA To the extent that such employee or family members injury or illness qualifies as a serious health condition under the Family and Medical Leave Act (FMLA), the employee will be required to use accrued sick or other available leave time, which shall run concurrently with available FMLA.

Section 10.6. Bereavement Leave.

The City may grant TCMs paid time off from work in the event of the death of someone close to them, including family members and longtime friends. The amount of time off will depend upon the circumstances and the personal needs of the TCM and is at the discretion of the department head.

If leave is required beyond the initial authorization by the department head, approval must be obtained for the additional leave. The TCM may be required to use available vacation or personal time.

Section 10.7. Jury Duty.

Upon submission of official notification from the Jury Commission, a TCM called to jury duty shall be released as provided in this Section. If the jury duty occurs during the TCM's shift, the TCM shall be released without loss of pay; if the jury duty occurs on the same day as a TCM's duty day,

but not on his shift, the TCM shall be given release time with full pay in an amount equal to the length of jury duty but not to exceed eight (8) hours. A TCM released under this Section shall pay the City all amounts received for jury duty for the period of time the TCM is released.

Section 10.8. Leave Without Pay.

Employees covered by this Agreement may request in writing a leave of absence from the City Manager. The City Manager may grant a leave of absence to an employee who has been in the bargaining unit for not less than one (1) year, for such a period as he sees fit, not to exceed one (1) year.

Leaves of absence shall not be granted to employees to accept remunerative employment elsewhere unless with the express written permission of the City Manager.

- (a) During the employee's approved leave of absence, his or her position may be filled by a limited term appointment, temporary promotion, or temporary reassignment of an employee.
- (b) Once a leave of absence has been granted, the employee may not return to work until the leave of absence has expired. However, an employee may request to return to work prior to the expiration of the previously approved leave of absence. An early return to work will be at the discretion of the Police Chief. If leave was for a medical condition a medical release must be provided to Human Resources.

If the leave is granted by the City Manager for the purpose of seeking employment elsewhere, the employee shall suffer the loss of his/her seniority for the period the leave is granted. However, if the leave is granted for a medical reason, the employee shall not lose his/her seniority for the period of leave.

Section 10.9. Negotiation Release Time.

Two (2) members of the Union's bargaining team will be released from duty and carried on paid time during bargaining sessions. Members so released shall be carried with pay for the length of the actual bargaining sessions, or the number of hours they are scheduled to work, whichever is less. No more than one member from any shift may be released. Members shall be carried time for time on their scheduled duty days. Participation in bargaining on non-duty days will not be compensated.

Section 10.10. Survivor's Benefit.

The City agrees that upon the death of a TCM, the TCM's estate shall receive full financial compensation for all unused and accrued leave time as agreed to in each section of this contract. The value of said time will be calculated at the deceased TCM's hourly rate of pay and multiplied by the amount of unused time as defined in this section.

Section 10.11. Scheduled Leave Days.

There shall be two (2) slots per day for the use of scheduled leave days. A slot is defined as any and all hours filled through the overtime procedure defined in Article 12 Overtime Procedure. A TCM may use vacation, floating holidays, court days and personal convenience leave as scheduled leave. Scheduled sick leave or non-scheduled sick leave will not count toward the two (2) slots per day.

All other vacation days, court days, floating holidays and personal convenience leave shall be selected on a first come basis. All leave time scheduled in this manner must be requested at least three (3) days in advance of the desired day off. Scheduled leave days cannot be requested more than (6) six months in advance. All single vacation days, court days, floating holidays and personal convenience leave requests must be

available to the employee at the time it is taken and shall be taken in a minimum of one (1) hour increments. Once a leave day is approved it will not be cancelled or revoked by the City. Scheduled leave days requested for the following calendar year will not be processed until after the vacation bid processed is completed.

Section 10.12. FMLA.

Qualifying FMLA events will run concurrent with leave time, as permitted by FMLA. Employees will be responsible for obtaining the necessary FMLA paperwork.

Section 10.13. Pass Day

Each TCM shall be granted two (2) Pass Days on May 1st and November 1st of each year. Use of a Pass Day shall prevent the TCM from being forced in or forced over on the day that the TCM has chosen. Pass Days may be scheduled five (5) days prior to the bid cycle or at least five (5) days in advance and shall be granted on a first come, first served basis, with only one (1) employee being granted a Pass Day per day. Pass days shall have no monetary value and may not be carried over into the following six-month bid cycle. In the event of an emergency the Police Chief may temporarily suspend this provision of the contract. If a TCM is forced on the day of which their Pass Day was scheduled, the pass day shall be returned to their bank.

ARTICLE 11 BENEFITS

Section 11.1. Clothing Attire.

TCM's will dress in business casual manner, in accordance with the City Handbook, department rules and regulations and/or SOP as they may

exist from time to time. TCM's may wear jeans as long as they are deemed appropriate.

Section 11.2. Parking.

The City shall provide limited access to the parking garage for all bargaining unit employees. Access will be available on weekends, days upon which the City is closed for business and after 2:00 p.m. Monday through Friday as long as this lot is available for employee parking.

Section 11.3. Group Health Insurance.

The City shall allow all full time telecommunicators covered by this Agreement to enroll in one of the components of the City of Bloomington Employee Group Health Benefit Plans. Effective January 1, 2017 the employees will be eligible to elect from the Health Insurance PPO or an HMO plan.

The City will contribute for all full time employees as follows:

- (a) The City agrees to pay seventy-five percent (75%) of the full health insurance premium for single and dependent coverage. Effective January 1, 2020, the City agrees to pay seventy-three percent (73%) of the full health insurance premium for single, and dependent coverage. (Example of Family Coverage Formula: Full family coverage premium X 73% equals the City share; full family coverage premium X 27% equals the employee's share)

Spouses/Domestic Partners who have access to medical insurance with their non-City employers (hereinafter "ineligible spouses") will be ineligible for insurance on the City medical plans. Those employees who have spouses on the plan as of the 2018 contract ratification date will be grandfathered (see Appendix B).

For the plan year beginning January 1, 2019, any grandfathered employee (qualifications identified in previous paragraph) with an

ineligible spouse who was on the City medical care plan for the previous plan year, shall receive an annual stipend of \$1,200.00 (gross), where the ineligible spouse has remained off the City medical care plan for the entire medical plan year. Once a grandfathered employee's spouse is placed on the medical plan, the employee will no longer be eligible for the annual stipend, even if such spouse is determined to be ineligible at a later date. Such reimbursement shall be paid to the employee in the first quarter of the next plan year. For example, if the ineligible spouse was on the City medical care plan for the 2018 plan year, the spouse will be ineligible to participate in the plan for the 2019 plan year and the employee shall be paid the \$1,200.00 stipend in the first quarter of calendar year 2020.

- (b) The City will offer a group dental insurance plan to all full-time employees. The City agrees to pay fifty percent (50%) of the dental insurance premium for employee coverage and fifty percent (50%) of the dental premium for dependent care coverage.
- (c) The City will offer a group vision insurance plan to all full-time employees. The City agrees to pay fifty percent of the vision insurance premium for employee coverage and fifty percent (50%) of the vision insurance premium for dependent coverage.
- (d) In any year in which the total amount of medical benefits paid is more than one hundred fifty percent (150%) of the average amount paid out over the past five (5) years, the City shall have the right to negotiate the benefits available under the City of Bloomington health insurance plan or plans.

In the event the City offers a Health Savings Account (HSA) eligible PPO plan to TCM employees, the City reserves the exclusive right to change carriers, alter or amend the plan design, change the seed contribution or discontinue the HSA plan. However, no changes shall be made to the plan outside of open enrollment. No changes in the level of benefits shall be made to other existing plans except by mutual agreement of the parties unless identified in the preceding paragraph.

- (e) In any year in which the total amount of dental benefits paid is more than one hundred fifty percent (150%) of the average amount paid out over the past five (5) years, the City shall have the right to negotiate the benefits available under the City of Bloomington dental insurance plan.
- (f) In any year in which the total amount of vision benefits paid is more than one hundred fifty percent (150%) of the average amount paid out over the past five (5) years, the City shall have the right to negotiate the benefits available under the City of Bloomington vision insurance plan.

The City and the Union may meet during the term of this Agreement to propose changes and amendments to the City of Bloomington Group Health Care Plan. No changes in the level of benefits shall be made except by mutual agreement of the parties other than the HSA.

The parties agree to move to the Enhanced Vision Plan.

Section 11.4. Tuition Reimbursement.

The City will reimburse a full-time telecommunicator for the cost of tuition, fees and any required books for a college course at an accredited college or university which constitute part of a degree program, under the following conditions:

1. The telecommunicator makes a request in writing to the Department Head and Human Resources prior to registration of his/her intent to claim tuition reimbursement for the course and the Department Head and Human Resources approves the request in writing.
2. The telecommunicator must have completed three (3) years of service to be eligible.
3. The course is required or part of a required sequence leading to a degree in an appropriate field of study, or certificate course in an appropriate field of study, or is determined by the department head in his or her discretion to be of benefit to the Department.

For purposes of this subsection, “part of a required sequence” refers to the specific related courses which are required for completion of the curriculum in the telecommunicator’s field of study; including “core” or general electives required by the institution for the award of a Bachelor’s degree unless it otherwise qualifies for reimbursement under this subsection.

4. Reimbursement to employees will not exceed the per hour cost of undergraduate tuition and fees at Illinois State University and annually a Telecommunicator receiving this benefit will not be eligible for tuition reimbursement beyond the IRS threshold for non-taxable reimbursement. The IRS reimbursement will be based on a calendar year.

At the end of any course eligible for tuition reimbursement under this Section, the City will reimburse the eligible Telecommunicator for tuition, fees and required books according to the following schedule_and the limits detailed above:

- 100% for a grade of B or better
- 75% for a grade of C (includes pass in a pass/fail option)
- 0% for a grade below C

Proof of course completion and grade attained must be presented before reimbursement will be made.

The amount reimbursed to the Telecommunicator will be less any amount received for scholarships, military, financial aid grants, etc. Telecommunicators are required to disclose this information at the time his/her bills and invoices are submitted. Monies received from what is commonly referred to as the “G.I. Bill” will not be considered when calculating the reimbursement.

Any Telecommunicator who leaves the department within one (1) year of receiving reimbursement will refund to the City the amount

reimbursed for the previous twelve (12) months. A Telecommunicator receiving tuition reimbursement payments shall execute a promissory note to the City as evidence of an obligation to repay the funds received in the event that the employment requirement stated above is not fulfilled.

The total tuition reimbursement money applicable for all Telecommunicators shall not exceed \$30,000 in a fiscal year. In the event that requests for reimbursement exceed the total amount allotted, then reimbursement shall be divided to each applicant on a pro rata share per each employee, per semester of study.

ARTICLE 12 OVERTIME PROCEDURE

Section 12.1. Overtime.

(A) The term “authorized overtime” shall be defined as any hours paid to a TCM in excess of eight (8) hours per day or forty (40) hours per week where the TCM is assigned or directed to perform such work by a supervisor.

(B) All authorized overtime worked by a TCM shall be paid at one and one-half (1½) times his straight time hourly rate.

(C) The maximum amount of hours a TCM may work is capped at 16 hours in a 24 hour period or 24 hours of overtime in a work week. Overtime caps may be waived for emergency responses by the Chief of Police.

Section 12.2. Scheduled Vacancies.

Used for staffing shortages and approved leave time:

- (a) A list of available work hours will be compiled as of the 20th of the month.

- (b) Between the 20th through the 22nd of the month, the list will be distributed to all full-time employees. Each full-time employee may select four (4) of overtime by seniority.
- (c) After the 22nd of the month the remaining list will be made available to all seasonal employees. Each seasonal employee may select hours, subject to the guidelines in Article 19 - Seasonal Employees.
- (d) Any hours that have not been filled as well as any hours that become available for work after the 25th of the month, will be posted in the Communications Center. When this list is posted, a notification that the list is available for review will be sent to all TCMs, via TCM text. Full-time and Seasonal TCMs may sign up for these work hours on a “first-come, first-serve” basis.
- (e) Any hours from the posted list that have not been filled 72 hours (three days) prior to the start of the shift, will be filled utilizing the force-in, force-over method described in Section 12.6 Forced Overtime.

Section 12.3. Short-notice Overtime.

Used in the event of a call-off or other vacancy that creates a notice of less than three (3) days. The procedure is as follows:

- (a) Inquire with on-duty TCMs to obtain a volunteer.
- (b) If there are no on-duty volunteers, a group text/email will be sent to all TCMs.
- (c) The voluntary opening will be filled on a “first-come, first-serve” basis.
- (d) If there is no volunteer for the opening after the 15 minute time frame, the shift will be filled utilizing the method described in Section 12.6 Forced Overtime.

Section 12.4. Group Text/Email.

Used to inform TCMs of overtime availability as described in Section 12.3 Short-Notice Overtime:

- (a) All Full-time and Seasonal TCMs will be included in the group text/email.
 - 1. TCMs are responsible for notifying the supervisor in writing of any changes to their contact information.

- (b) The group text/email will include the hours available and request a call into the Communication Center within 15 minutes of the message being sent if someone wishes to volunteer.
- (c) In the event of an emergency, or other exigent circumstances, the City retains the right to forego the group text/email procedure and contact all TCMs by any method.

Section 12.5. Voluntary Overtime.

Used in the event a TCM is unable to work a shift they volunteered for:

- (a) It is the TCM's responsibility to find a qualified replacement.
- (b) If a qualified replacement is located, both parties need to notify the supervisor of the change to the schedule prior to the hours in question.
- (c) If the reason for unavailability is illness or emergency, this requirement will be waived.
- (d) This section is not intended to be used to circumvent the normal monthly scheduling procedures.

Section 12.6. Forced Overtime.

Used for any opening that was not filled by a volunteer:

- (a) Efforts will be made to limit forces into four (4) hour blocks.
- (b) If there is no volunteer, a TCM working the preceding shift will be forced-over for the first four (4) hours, and a TCM assigned to the subsequent shift shall be forced-in for the last four (4) hours, subject to the following:
 1. TCMs working ten (10) or less consecutive hours, including trades.
 2. TCMs working more than ten (10) consecutive hours, including trades.
 3. TCMs whose next scheduled shift begins eight (8) hours or less following the force-over, or whose scheduled shift ended eight (8) hours or less prior to the force-in.
 4. TCMs who have scheduled a Pass Day

5. TCMs who have scheduled benefit leave time of eight (8) consecutive hours for the shift preceding the force-in or following the force-over.
 6. TCMs working overtime or a shift trade on their regular day off.
- (c) TCMs who qualify for more than one category shall be considered as the highest possible category they qualify for (1. being the lowest category.)
- (d) If more than one TCM qualifies for the lowest category, the least senior TCM (on duty or due to report for duty) with the fewest "credits" shall be forced-over or forced-in to cover the opening.
- (e) The parties agree that the exclusive remedy for a violation of this procedure shall be that the TCM required to be forced-over or forced-in shall receive one (1) additional "credit." The affected TCM must address the problem with management no later than five (5) business days after the violation. No other TCMs will receive credit caused by this discrepancy.

Section 12.7. Force Credits.

The following guidelines are to clarify how "credits" are accumulated:

- (a) Full-time TCMs shall receive a "credit" for being forced.
- (b) Fifteen (15) minutes to four (4) hours worked as a force, equals one (1) credit.
- (c) Four hours and fifteen (15) minutes or more hours worked as a force, equals two (2) credits.
- (d) The overtime "credit" list will be posted in the Communications Center.

ARTICLE 13 PAY & DAYS OFF IN LIEU OF HOLIDAYS

Section 13.1. Payment in Lieu of Holidays.

Effective May 1, 2011 All full time Telecommunicators covered by this Agreement shall be paid an amount equal to 90 hours at their regular rate as payment for eleven and one half (11 ½) holidays. This additional

pay shall be prorated and shall be included in the basic biweekly salary set forth in the Appendixes to this Agreement.

ARTICLE 14 SENIORITY

Section 14.1. Definition.

For the purposes of this Agreement, the following definitions apply:

- (a) "Seniority" means uninterrupted full time employment with the City beginning with the full-time date of hire with the City as a TCM 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 continuous full time employment with the City. Service time shall determine amount of leave benefits and wages.

Section 14.2. Loss of Seniority.

An employee shall lose his/her seniority and no longer be an employee if:

- (a) He/she resigns or quits; or is no longer a full-time employee; or
- (b) He/she is discharged (unless reversed through the Grievance or Arbitration Procedure); or
- (c) He/she retires; or
- (d) is absent for three (3) consecutive days without notifying the City; or
- (e) is laid off from work one (1) year. Seniority shall accumulate during such absence; or
- (f) is laid off and fails to report for work within three (3) day after having been recalled; however, in the event the employee appears before the expiration of three (3) days, the City may grant an extension of time to report if the employee has a justifiable reason for delay.

ARTICLE 15 LAYOFF AND RECALL

Section 15.1. Procedure for Layoff.

In the event of a reduction in TCM staff, employees shall be laid off in inverse order of seniority.

Section 15.2. 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 one (1) year after an employee has been laid off.

ARTICLE 16 PROBATIONARY PERIOD

All full-time and seasonal TCM's shall be considered a probationary employee for his or her first twelve (12) months of continuous service. The City may extend an employee's probation up to three (3) months after providing notification to the TCM. Upon completion of probation seniority shall date back to his or her full-time date of hire in the bargaining unit. There shall be no seniority among probationary employees, and they may be laid off, discharged, or otherwise terminated at the sole discretion of the City. Any loss in excess of ten (10) business days, for whatever reason, occurring during this probationary period will extend probation by an amount of time equal to the amount of time loss. Seasonal employees who become full-time employees will have a three (3) month probationary period at the start of their full-time date of hire.

ARTICLE 17 PROMOTIONS AND VACANCIES

Promotions to bargaining unit positions in the City shall be based on merit and fitness taking into consideration the appropriate emphasis on

experience and, if necessary, the results of a written and/or oral examination.

Authorized vacancies shall be posted for five (5) business days. The job description for the position will be included in the posting. Any City employee seeking consideration for filling announced vacancies shall submit a bid sheet to the Human Resources Department along with any additional information (e.g., resumes, certificates, etc.) prior to the deadline. This Section shall not serve to limit the discretion or authority of the Human Resources Director to advertise job vacancies and receive outside applications. All qualifications of candidates being equal, priority in selection will be based on the seniority principle.

ARTICLE 18 TRAINING

Section 18.1. Communication Training Officer.

TCM's assigned to train new staff shall be full-time TCM's with no less than one full year of service with the Bloomington Communications Center. In order to be a Communications Training Officer (CTO) a TCM must explain their desire to become a CTO in writing to the Communications Center Manager, funding must be available for a TCM to take the CTO course and they must successfully complete such course. Assignment will be made at the discretion of the Communication Center Manager. All TCM's assigned to train a new employee shall receive an hour of overtime per day for the training and completion of the required trainee documentation.

Section 18.2. Training.

If the employer requires a TCM to obtain or maintain a certification, accreditation or licensure such time off shall be granted with pay.

Section 18.3. Training Time.

Assigned by Supervisor:

- (a) If a TCM is assigned by a Communication Management Staff to attend training on his regular allowed leave day, based on the needs of the department, they will be paid overtime or assigned a different allowed leave day that workweek.
- (b) If training occurs on a TCM's regularly scheduled workday, the Communication Management Staff has the option of making the training assignment the TCM's regular work assignment for that day or to require the TCM to work his regularly assignment in addition to attending training.

If a TCM attends training as his regular duty assignment and is also required to work his regular duty assignment on the same day, he will be compensated as overtime in the manner provided in Article 12 Overtime Procedure

ARTICLE 19 SEASONAL EMPLOYEES

Section 19.1. Seasonal Employee Scheduling.

Seasonal TCM's are required to work a minimum of sixteen (16) hours per month in order to be eligible to work. The Communications Manager may waive this requirement and there is no guarantee of hours. Seasonal TCMs may not schedule hours in excess of 40 hours in a week. Seasonal TCMs may not work overtime unless authorized by the Communications Center Manager. Authorization may be granted to prevent full-time staff from being forced or in emergency situations.

Section 19.2. Seasonal Employee Conditions.

Seasonal TCM's are not eligible for any benefits (holiday pay, overtime after eight (8) hours in a day, insurance, leave time, etc.) contained in this agreement unless expressly noted in the section. Seasonal employees hold no seniority and the number of seasonal TCM

staff can be reduced at any time. Seasonal employees shall pick their hours of work starting with the employee with the longest length of consecutive time in a seasonal capacity. Seasonal employees will not be terminated for disciplinary reasons without just cause. If a seasonal employee becomes a full-time TCM their leave benefits, longevity and other benefits will be based off of their full-time date of hire and does not include any previous full-time or seasonal service.

ARTICLE 20 MANAGEMENT RIGHTS

It is recognized that the City has and will continue to retain the rights and responsibilities to direct the affairs of the Police Department in all of its various aspects. Among the rights retained by the City are the City's right to direct the working forces; to plan, direct, and control all the operations and services of the Police Department; to determine the methods, means, organizations, and number of personnel by which such operations and services are to be conducted; to determine whether goods or services shall be made or purchased; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment, or facilities provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE 21 SAVINGS

If any provision in this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable Illinois Compiled Statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 22 SUBCONTRACTING

It is the general policy of the City to continue to utilize its employees to perform work they are qualified to perform. However, the City reserves the right to contract out any work it deems necessary in the interest of efficiency, economy, improved work product or emergency. Except where an emergency exists, before the City changes its policy involving the overall subcontracting of work in a general area, where such policy change amounts to a loss of bargaining unit employees, other than through attrition, the City will notify the Union and offer the Union an opportunity to discuss (not bargain) the desirability of contracting such work prior to making a decision. The City will provide no less than forty-five (45) calendar days' written notice to the Union, except in emergency situations. At the Union's request, the City will provide to the Union all reasonably available and substantially pertinent information in conformance with applicable law. At the Union's request, the parties will meet for the purpose of reviewing the City's contemplated actions and Union alternatives to the contemplated subcontract, but in no event will such obligation delay the City's actions. If the City decides to subcontract the work, it will notify the Union of its decision.

When the subcontracting of such work performed by bargaining unit members will subject an employee to layoff, Section 15.1 Procedure for Layoff will apply. If no opening or vacancy exists within the bargaining unit, the displaced employee will have the opportunity to apply for other vacancies within the City. The City shall have the right to implement its decision prior to the completion of impact or effects bargaining, as requested by the Union, to the extent the implementation of the decision

does not prohibit meaningful bargaining over the impact or effect of the City's decision.

ARTICLE 23 ENTIRE AGREEMENT

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 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.

Therefore, the City and the Union for the duration of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. The Union shall have the right to any impact or effects bargaining as provided by law.

ARTICLE 24 TERM OF AGREEMENT

This Agreement shall be effective upon the date of execution and shall remain in full force and effect until April 30, 2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall not begin later than sixty (60) days prior to the anniversary date. This agreement shall remain in full force and

be effective during the period of negotiations and until notice of termination of the Agreement is provide to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

APPENDIX “A” WAGE SCHEDULES

May 1, 2020					
Employees Hired Prior to December 27, 2016					
	Base	5 yrs	10 yrs	15 yrs	20 yrs
		5%	7%	9%	11%
TCM - SEASONAL WOLF	\$ 23.01				
TCM- SCHUMM, SMITH, MACLEOD	\$ 23.01	\$ 24.16	\$ 24.62	\$ 25.08	\$ 25.54
TCM-PANKONEN	\$ 25.59	\$ 26.87	\$ 27.39	\$ 27.90	\$ 28.41
TCM-KOEHNE	\$ 25.02	\$ 26.27	\$ 26.77	\$ 27.27	\$ 27.77
TCM-MYERS	\$ 24.40	\$ 25.61	\$ 26.10	\$ 26.59	\$ 27.08
Employees Hired After December 27, 2016					
	Base	5 yrs	10 yrs	15 yrs	20 yrs
		5%	7%	9%	11%
TCM - SEASONAL BASE	\$ 22.11				
TCM-BASE	\$ 22.11	\$ 23.21	\$ 23.66	\$ 24.10	\$ 24.54
Employees Hired After May 1, 2018					
TCM-BASE	\$ 22.11				
May 1, 2021					
Employees Hired Prior to December 27, 2016					
	Base	5 yrs	10 yrs	15 yrs	20 yrs
		5%	7%	9%	11%
TCM - SEASONAL WOLF	\$ 23.59				
TCM- SCHUMM, SMITH, MACLEOD	\$ 23.59	\$ 24.77	\$ 25.24	\$ 25.71	\$ 26.18
TCM-PANKONEN	\$ 26.23	\$ 27.55	\$ 28.07	\$ 28.60	\$ 29.12
TCM-KOEHNE	\$ 25.65	\$ 26.93	\$ 27.44	\$ 27.95	\$ 28.47
TCM-MYERS	\$ 25.00	\$ 26.26	\$ 26.76	\$ 27.26	\$ 27.76
Employees Hired After December 27, 2016					
	Base	5 yrs	10 yrs	15 yrs	20 yrs
		5%	7%	9%	11%
TCM - SEASONAL BASE	\$ 22.66				
TCM-BASE	\$ 22.66	\$ 23.80	\$ 24.25	\$ 24.70	\$ 25.15
Employees Hired After May 1, 2018					
TCM-BASE	\$ 22.66				