

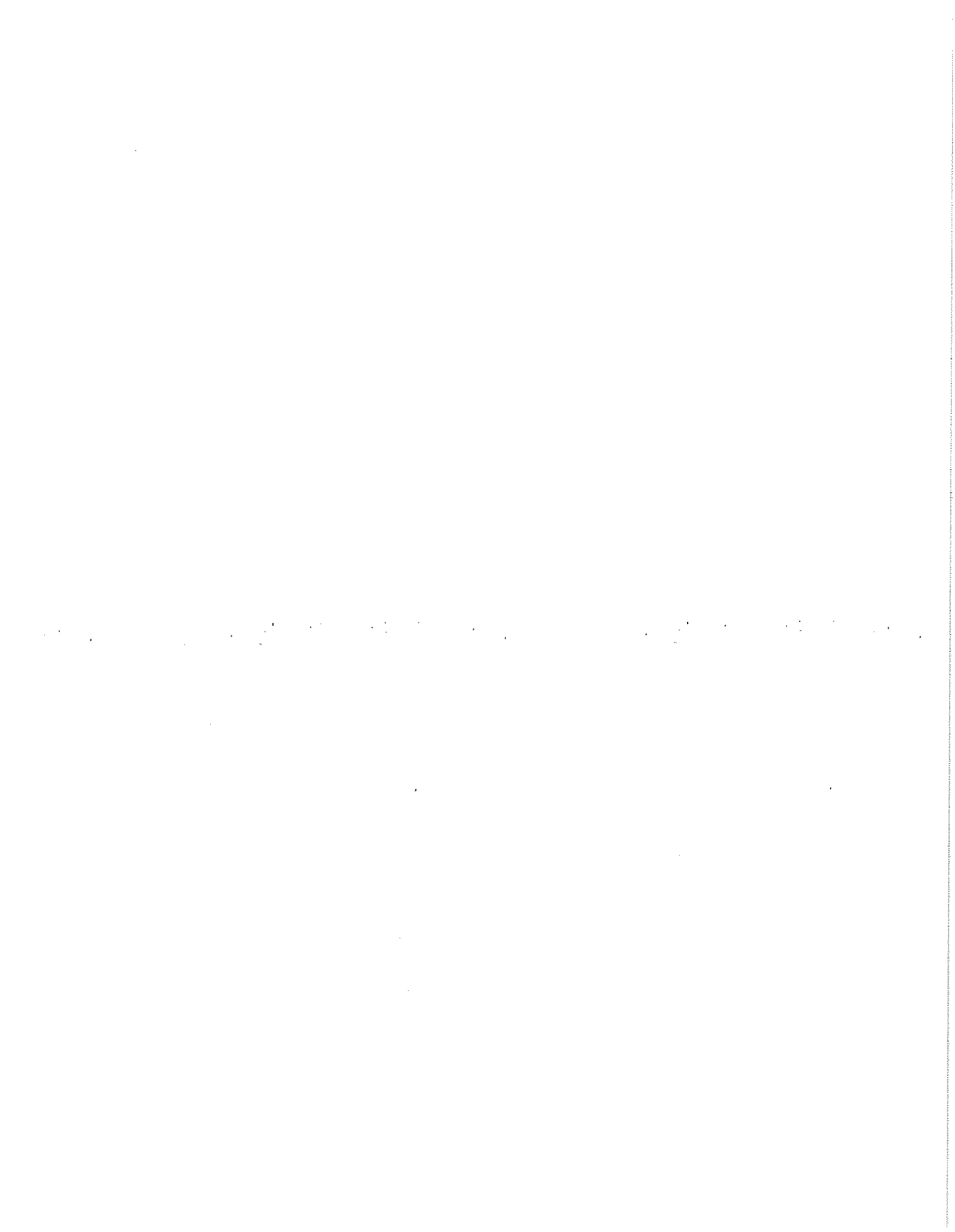
**AGREEMENT**  
**BETWEEN**  
**CITY OF BLOOMINGTON**  
**AND**  
**TELECOMMUNICATORS**  
**POLICE BENEVOLENT LABOR**  
**COMMITTEE**

**MAY 1, 2008 – APRIL 30, 2011**

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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

Day Monday through Friday inclusive

His/He/Him includes both male and female telecommunicator

TCM refers to a telecommunicator

President includes the appropriate designee in the President's absence

## AGREEMENT

This Agreement made and entered into this 1st day of May, 2008 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:

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. 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 City from the earnings of the non-member employees and shall be remitted monthly to the Union at the address designated in writing to the City by the Union. The amount constituting each non-member employee's share shall not exceed dues uniformly required to Union members.



**Section 2.3. 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 2.4. 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 2.5 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.

## **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) days after the occurrence of the event giving rise to the grievance or within ten (10) 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 to his Supervisor, who is designated for this purpose by the City. The Supervisor shall give his written answer within five (5) days after such presentation.

**STEP 2:** If the grievance is not settled in Step 1 and the TCM wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the Chief of Police within five (5) days after the designated Supervisor's answer in Step 1 and shall be signed by both the TCM and Union President. The Chief of Police shall discuss the grievance within five (5) days with the Union President 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 Union President within five (5) days following their meeting.

**STEP 3:** If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred by the Union President in writing to the Human Resources Director within five (5) days after the Chief of Police's answer in Step 2. A meeting between the Human Resources Director, the Chief of Police and the Union President 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 President. If no settlement is reached, the Human Resources Director shall give the City's written answer to the Union President within five (5) 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 five (5) days after receipt of the City's answer in Step 3. Within twenty (20) days the parties shall file with the Illinois State Labor Relations Board a request to submit a panel of five (5) arbitrators. 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.

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) 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;
- (d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking;
- (e) 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 or illegal drugs 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. 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 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 of each

week. TCMs transitioning shifts may not have two (2) consecutive days off work.

**Section 8.3 Breaks.**

TCMs will be eligible for a paid thirty (30) minute meal break.

TCMs will be allowed to take two (2) paid work breaks of fifteen (15) minutes during the duration of their day. 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.

**Section 8.4. Shift Assignment.**

TCMs shall bid shifts by seniority as defined in Article 13 SENIORITY. Probationary TCM's are freely assignable during their probationary period. The shift schedules shall be determined by the City and posted prior to or on May 1st and November 1st each year. New shifts will be effective the first Sunday in January and the first Sunday in July. TCM's will have 24 hours to bid shifts before moving to the next senior TCM.

**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.**

Telecommunicators covered by this Agreement will be allowed to trade days off 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 Request To Shift Trade Form to the Communication Center Manager in advance of the first date to be traded. The request 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 approved, the schedule will be considered changed and the employees will be considered responsible for the days they committed to work.

**ARTICLE 9 WAGES**

**Section 9.1. Wages.**

Telecommuciators will receive only their pay for performance increase for FY 08/09. Telecommunicators have agreed to a zero percent increase for FY 09/10. Telecommunicators will receive a 2% across the board increase on May 1, 2010. Telecommunicators currently on payroll shall be paid in accordance with Appendix A.

Upon ratification and execution of this Agreement, all full time telecommunicators who remain employed as of the date of ratification shall receive a signing bonus of \$500.00, issued on next regularly scheduled pay day following execution of this Agreement.

**Section 9.2. Longevity.**

Employees 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 new hire base wage, at the rate listed above, effective on the employee's full-time anniversary date.

**Section 9.3. 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 for each overtime hour worked.

(c) The maximum amount of overtime a TCM may work is capped at 16 hours in a 24 hour period or 24 hours of overtime in a work

week. This time is tracked from the start of the TCM's regularly scheduled shift. Overtime caps may be waived for emergency responses by the Chief of Police.

(d) The Overtime Procedure is as follows:

1. A list of work hours from staffing shortages, approved leave time, etc will be compiled as of the 20<sup>th</sup> of the month.
2. Between the 20<sup>th</sup> through the 22<sup>nd</sup> of the month, the list will be distributed to all full-time employees. Each full time employee may select four (4) hours of overtime by seniority.
3. After the 22<sup>nd</sup> of the month the remaining list will be made available to all seasonal employees. Each seasonal employee may select hours, subject to the guidelines set forth in Article 1, Seasonal Employees.
4. Any hours that have not been filled as well as any hours that become available for work after the 25<sup>th</sup> of the month, will be posted in the Communications Center. Full-time and Seasonal TCM may sign up for these work hours on a "first-come, first-serve" basis.
5. Any hours from the posted list that have not been filled within at least 72 hours (3 days) of the shift, will be filled utilizing the force-in, force-over method described in 6d. below.
6. In the event of a sick call or other short-notice opening (less than 72 hours or 3-day notice), the procedure is as follows:
  - a. Inquire with on-duty TCM to obtain volunteer (sick call or other short notice opening)
  - b. Call full-time TCM's by seniority from the voluntary call list (sick call or other short notice opening)
  - c. Call seasonal TCM's from the voluntary call list (sick call or other short notice opening)
  - d. If there is no volunteer for the shift the least senior employee of the preceding shift will be held over for the first four hours of the open shift and the least senior on the subsequent shift shall be forced in for the last four hours of the open shift, subject to the following:

- i. Full-time TCM's shall receive "credit" for being held over or forced in.
- ii. When openings exist, the least senior TCM (on-duty or due to report for duty) with the fewest "credit" shall be held over or forced in to cover the opening.
- iii. The mandatory overtime "credit" list will be posted in the Communications Center at all times.
- iv. Efforts will be made to limit TCMs held over or forced in to four (4) hours blocks.
- v. Full-time and Seasonal TCMs may choose to be listed on the voluntary call list described above. This is a yes or no decision that will be made to coincide with Shift Assignment (6.4).
- vi. In the event of an emergency or other exigent circumstances, the City retains the right to forego the Voluntary Call list and call all telecommunicators.
- vii. In the event that a TCM has a vacation week scheduled they shall be excluded from the force over on their last scheduled work day or in early on their first scheduled work day back unless no other options exist.

5. If a TCM signs up for overtime shift and is unable to work the shift, it is the TCM's responsibility to find a qualified replacement. If a qualified replacement is located, both parties need to notify the scheduler of the change to the schedule prior to the hours in question. If the reason for unavailability is illness or emergency, this requirement will be waived. This section is not intended to be used to circumvent the normal monthly scheduling procedures.

## **ARTICLE 10 LEAVES**

### **Section 10.1. Vacation.**

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 8 years	2 weeks
8 years, but less than 15 years	3 weeks
15 years, but less than 20 years	4 weeks
20 years or more	5 weeks

Prior to or on May 1<sup>st</sup> and November 1<sup>st</sup> 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 calendar year. TCMs will have 24 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.

All other vacation days shall be selected on a first come basis. Vacation cannot be scheduled more than six (6) months in advance. 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 Days.**

Each TCM shall be granted sixteen (16) hours of Personal Convenience Leave each fiscal year (May 1 – April 30). Such Personal Convenience Leave may be taken in 30 minute increments at the convenience of the TCM subject to the discretion of the Department Head. Personal Convenience Leave may not be accumulated from one fiscal year to another.

**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 the single day vacation scheduling provisions of this Agreement. Court time may be used in thirty (30) minute increments. 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 Days Off.**

Effective May 1, 2011, all full time telecommunicators covered by this Agreement shall be given six (6) paid floating days off each fiscal year of this Agreement. All floating days off shall be scheduled in accordance with the single-day vacation scheduling provisions of this Agreement. In the event a telecommunicator does not use all their floating days 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.

**Section 10.5. Sick Leave.**

**Sick Leave Accrual.** TCMs will accrue sick leave at a rate of twenty (20) hours each month of completed service for the first nine (9) months 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 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, child, step child). 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 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. In addition, a message should be left on the Communications Center Coordinator's voicemail indicating their need for sick leave.

**Absence of Three Days or More.** When an employee has used sick 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 the 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.** Whenever a telecommunicator 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.

**Sick Leave Abuse.** Abuse of paid leave is prohibited. 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 without a physician's statement
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, without a physician's statement
4. use of more sick leave than accrued in any twelve (12) month period, without a physician's statement
5. using sick leave and being seen engaged in activities which indicate ability to work

Concerns regarding sick leave abuse will be addressed with the TCM. If a TCM (or their immediate family member) is experiencing an on-going medical situation they may provide information from their doctor detailing their need for sick leave. If a TCM cannot provide or elects not to provide information, progressive discipline will be administered. In situations of suspected sick leave abuse, TCMs may be required to provide medical verification of absences for any future sick leave occurrences for a period of six (6) months.

**Sick Maximum/RHS** TCMs 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 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.

**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 TCM may use vacation, floating holidays, court exchange and personal convenience days as scheduled leave. Scheduled sick leave or non-scheduled sick leave will not count

toward the one slot available that would require the payment of overtime.

All other vacation days, court exchange, floating holidays and personal convenience 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 six months in advance. All single vacation days, court exchange, floating holidays and personal convenience days requests must be available to the employee at the time it is scheduled. Once a leave day is approved it will not be cancelled or revoked by the City.

## **ARTICLE 11 BENEFITS**

### **Section 11.1. Uniforms and Clothing.**

The City agrees to furnish full-time TCMs with eight (8) long-sleeved or short sleeved polo shirts. The City agrees to furnish seasonal TCMs with three (3) long-sleeved or short sleeved polo shirts. In addition, the existing supply of pants, sweaters and jackets will be redistributed to those who have not received uniform allotments or to existing staff on a worn out basis. No new items, other than the polo shirts will be ordered. Polo shirts will be replaced on a worn out basis. TCM's will dress in a business casual manner.

### **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



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. Employees covered under this agreement will continue to participate in the 250 Health Insurance Plan and HMO plan until December 31, 2011. Effective January 1, 2012 the employees will be eligible to elect from a PPO \$400 Wellness Plan or a HMO Wellness 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, employee-plus one and family coverage. (Example of Family Coverage Formula: Full family coverage premium X 75% equals the City share; full family coverage premium X 25% equals the employee's share)
- (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.

(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 dental 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.

#### **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 under the following conditions:

1. The telecommunicator notifies the supervisor prior to registration of his/her intent to claim tuition reimbursement for the course.
2. 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 telecommunicators 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.

3. Reimbursement to employees will not exceed the per hour cost of Illinois State University and annually telecommunicators 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 telecommunicator for tuition, fees and required books according to the following schedule:

100% for a grade of A  
100% for a grade of B  
75% for a grade of C  
(includes pass in a pass/fail option)

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 their bills and grades 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. This sum may be withheld from the final paycheck.

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 PAY & DAYS OFF IN LIEU OF HOLIDAYS**

### **Section 12.1. Payment in Lieu of Holidays.**

**May 1, 2008-April 30, 2011** All full time telecommunicators covered by this Agreement shall be paid an amount equal to 92 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.

**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 13 SENIORITY**

### **Section 13.1. 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 13.2. 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 14 LAYOFF AND RECALL**

### **Section 14.1. Procedure for Layoff.**

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

**Section 14.2. 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 15 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. 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.

**ARTICLE 16 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 17 TRAINING**

### **Section 17.1. 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 17.2. 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 17.3. Training Time.**

1. 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 Section 9.3 Overtime.

### **ARTICLE 18 SEASONAL EMPLOYEES**

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. Seasonal TCM's are not eligible for any benefits (holiday pay, 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 anytime. 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 19 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 20 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 21 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 22 TERM OF AGREEMENT**

This Agreement shall be effective upon the date of execution and shall remain in full force and effect until April 30, 2011. 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.

**SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have affixed their  
signatures this 16th day of November, 2012.

FOR THE CITY OF BLOOMINGTON:

Emily Bell  
Dan R. Wolf  
Brian

FOR THE UNION:

Barbara R. P.  
Stephanie McQuinn  
[Signature] PRLL

# APPENDIX "A" WAGE SCHEDULES

## Telecommunicators (full-time)

May 1, 2010

### New Hire

#### Base

5/1/2010

\$ 18.69

### Grandfathered Employees

	Hrly Rate 5/1/2009 0%	Hrly Rate 5/1/2010 2%
Alliss, Trish	\$ 20.01	\$ 20.41
Conover, Brad	\$ 19.80	\$ 20.20
Cook, Jonathan	\$ 19.23	\$ 19.61
Filippini, Michael	\$ 20.01	\$ 20.41
Hall, Erin	\$ 19.46	\$ 19.85
Kern, Abigail	\$ 18.86	\$ 19.24
Koehne, Tiffany	\$ 19.92	\$ 20.32
McCuan, Stephanie	\$ 19.92	\$ 20.32
Myers, Vanessa	\$ 19.42	\$ 19.81
Pankonen, Barbara	\$ 20.38	\$ 20.79
Snowden, John	\$ 19.32	\$ 19.71
Toungett, Jamie	\$ 19.07	\$ 19.45

\* Employees not listed with the grandfathered employees will be paid at the new hire base.

## Telecommunicators (seasonal)

May 1, 2010

### Base

\$ 17.78