

RESOLUTION NO. 091-2022

A Resolution Authorizing Execution of an Agreement Between the City of Effingham and Illinois FOP Labor Council - Lodge #209 Telecommunicators

WHEREAS, the City Council of the City of Effingham, Illinois has determined it to be in the best interest of the City to enter into a collective bargaining agreement with the Illinois Fraternal Order of Police Labor Council – FOP Lodge #209 Telecommunicators, effective May 1, 2022 – April 30, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EFFINGHAM, EFFINGHAM COUNTY, ILLINOIS THAT:

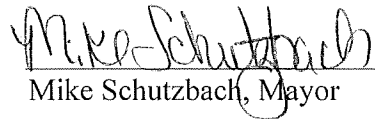
Section 1: Mike Schutzbach, Mayor, and Abbey Nosbisch, City Clerk, are hereby authorized to execute an agreement with the Illinois Fraternal Order of Police Labor Council – FOP Lodge #209 Telecommunicators, a copy of which agreement is attached hereto as “Exhibit A” and incorporated herein by this reference.


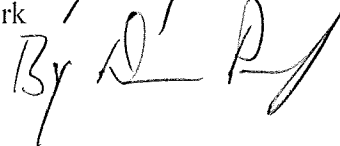
Section 2: The City Clerk is hereby directed to deliver one signed original of the agreement to the Illinois FOP Labor Council – Lodge #209.

Placed on file this 25th day of July, 2022.

Presented, adopted and approved this 2nd day of August, 2022

YEAS: 5
NAYS: 0
ABSENT: 0


Mike Schutzbach, Mayor

ATTEST:

Abbey Nosbisch, City Clerk
By 

Representing Management Exclusively in Workplace Law and Related Litigation



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*through an affiliation with Jackson Lewis P.C., a Law Corporation

MY DIRECT DIAL IS: 314-746-4800
MY EMAIL ADDRESS IS: MICHAEL.LOWENBAUM@JACKSONLEWIS.COM

July 12, 2022

Mr. Dan Bailey
Field Supervisor
Illinois FOP Labor Council
974 Clocktower Drive
Springfield, IL 62704

Re: FOP Telecommunicators Contract Side Letter

Dear Dan:

Based on advice from our benefits administrator for the Plan, we need to substitute the language currently in Article 15, Section 15.3, subsection 3 (d) as follows.

Current Language: An employee who is eligible to receive pay in lieu of vacation days per the City's Personnel Policy Manual or their respective contract may have up to the permitted amount of vacation pay put into the employee's 115 Trust Account.

Proposed Language: Unused vacation time in excess of the respective employee's carryover limits, at the end of the calendar year, must be put in the employee's post-employment healthcare plan account.

If the above is consistent with your understanding of the parties' agreement, please acknowledge by executing below. If you have any questions, please do not hesitate to contact me.

Very truly yours,
JACKSON LEWIS P.C.

Michael

R. Michael Lowenbaum
Principal

RML/ss

ACCEPTED AND AGREED

ILLINOIS FOP LABOR COUNCIL

Dan Bailey

Date

ILLINOIS FOP LABOR COUNCIL

and

CITY OF EFFINGHAM

Telecommunicators

May 1, 2022 – April 30, 2025

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058
Web Address: www.fop.org
24-hour Critical Incident Hot Line: 877-IFOP911



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This Agreement is entered into by and between the City of Effingham, Effingham, Illinois, an Illinois municipal corporation (herein referred to as the "Employer") and the Telecommunicators of the City of Effingham Police Department, and the Illinois F.O.P. Labor Council (hereinafter referred to as the "Labor Council").

ARTICLE 1 - PREAMBLE

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

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

ARTICLE 2 - RECOGNITION

Section 2.1 - Definition of a Unit

The Employer hereby recognizes the Labor Council as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours, and all other terms and conditions of employment of all Telecommunicators in the bargaining unit. The bargaining unit shall include all full-time employees working as Telecommunicators employed by the City of Effingham and exclude: Chief of Police, all police officers, all other employees, part-time and full-time of the City of Effingham including all elected officials, supervisors, confidential, managerial and professional employees as defined by the Illinois Public Labor Relations Act.

Section 2.2 - Supervisors and Part-Time Help

Supervisors and part-time help may do bargaining unit work from time to time as assigned by the Employer.

Section 2.3 - Probationary Period

All new employees shall serve a probationary period of twelve (12) months. During the probationary period, the employees may be discharged with or without cause and without further recourse under any of the grievance provisions of this contract, provided however, the Employer may not discharge or discriminate against an employee in violation of the law. Upon completion of the twelve (12) month probationary period, the employees shall be granted seniority from his or her most recent date of hire. Benefits for vacation, holidays, and sick leave may begin after thirty (30) days of employment unless otherwise provided for in this Agreement.

ARTICLE 3 - NON-DISCRIMINATION

Section 3.1 - Prohibition Against Discrimination

The City of Effingham is an equal opportunity employer and, in keeping with its established policy, pledges itself to the following policy for all employees as well as applicants for employment. The City of Effingham will hire, place, upgrade, transfer, promote, recruit, advertise, solicit for employment, treat during employment, pay and otherwise compensate, select for training, lay off or terminate, provide benefits, tuition assistance, social and recreational programs without regard to race, color, creed, religion, sex, age, national origin, ancestry, disability, handicap, marital status, status as a qualified disabled veteran or veteran of the Vietnam Era in accordance with applicable federal and state law. The City of Effingham will base all decisions on employment so as to further the principle of equal employment opportunity, and will ensure that promotion decisions are in accord with principles of equal employment opportunity by imposing only valid requirements for promotional opportunities.

Section 3.2 - Union Activity

Neither the Employer nor the Labor Council shall interfere with the rights of employees covered by this Agreement to become or not become members of the Labor Council and there shall be no discrimination against any such employee because of Labor Council membership or non-membership.

Section 3.3 - Use of Masculine Pronoun

The use of the masculine pronoun herein is understood to be for clerical convenience only and it is further understood that the masculine pronoun applies to both genders.

Section 3.4 - No Harassment

The City of Effingham does not tolerate harassment of our job applicants or employees. Any form of harassment related to an employee's race, color, sex, religion, national origin, age, citizenship status, disability or handicap, is a violation of this policy and will be treated as a disciplinary matter. For these purposes, the term harassment includes, but is not limited to slurs, jokes, other verbal, graphic, or physical conduct relating to an individual's race, color, sex, religion, national origin, age, citizenship status, disability or handicap. Violation of this policy by an employee shall result in disciplinary action, up to and including immediate discharge.

Sexual harassment in particular is defined as unwelcomed sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- (a) submission to or rejection of such conduct is made either implicitly or explicitly a term or condition of an individual's employment; or
- (b) submission to or rejection of such conduct by an individual is used as the basis for any employment related decision affecting the individual; or
- (c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance, or creating a hostile intimidating, or offensive working environment through such conduct.

Such conduct is illegal.

Examples of sexual harassment may include unauthorized touching of a sexual nature, making requests for sexual favors, pressure to engage in sexual activity as a condition of employment or promotion, leering or ogling, or telling jokes or stories of a sexual nature.

If you feel that you are being harassed based upon your race, color, sex, religion, national origin, age, citizenship status, disability or handicap, you should at once make your feelings known to your immediate supervisor. The matter will be investigated, and where appropriate, disciplinary action taken. If you do not feel that the matter can be

discussed with your supervisor, or if you are not satisfied with the way your report has been handled, arrange for a conference with the Chief of Police to discuss your complaint. Remember, do not assume that the City is aware of the harassment. It is your responsibility to report incidents you know about.

In addition, employees who believe they are being harassed may contact the Illinois Department of Human Rights at (217) 785-5100 or the Illinois Human Rights Commission at (217) 785-4350. Remedies available through the Human Rights Department and Human Rights Commission in case of a valid substantiated complaint may include but are not limited to: (a) cease and desist orders, (b) actual damages, (c) hiring, reinstatement, promotion, back pay and employee benefits, (d) attorney's fees and costs, (e) compliance reports, (f) posting of compliance notices, and (g) loss of public contracts. Employees who file a complaint with the City, or the Human Rights Department will not be retaliated against based on such complaint.

This policy refers not only to supervisor/subordinate actions, but also applies to action between co-workers. Harassment of our employees in connection with their work by non-employees may also be a violation of this policy. Any employee who becomes aware of any harassment of an employee by a non-employee should report such harassment to his or her supervisor. Appropriate action will be taken with respect to violation of this policy by any non-employee.

ARTICLE 4 - NO STRIKE

Section 4.1 - No Strike

Neither the Labor Council nor any employee will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement.

Section 4.2 - Resumption of Operations

In the event of action prohibited by Section 1 above, the Labor Council immediately shall disavow such action and request the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations.

Section 4.3 - Labor Council Liability

Upon the failure of the Labor Council to comply with the provisions of Section 2 above, any agent or official of the Labor Council who is an employee covered by this Agreement may be subject to the provisions of Section 4 below.

Section 4.4 - Employer Right to Discipline

Any employee who violates the provisions of Section 1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any employee who participates in action prohibited by Section 1 above shall not be considered in violation of this Agreement and shall not be subject to the provisions of the Grievance Procedure contained herein except that the issue of whether an employee in fact participated in a prohibited action may be subject to the grievance and arbitration procedure herein.

Section 4.5 - No Lockout

In no instance shall the Employer lockout or otherwise refuse to allow any or all of the employees covered by the terms of this Agreement the right to work for the Employer as a result of any labor dispute which may arise between the parties.

ARTICLE 5 - GRIEVANCE PROCEDURE

Section 5.1 - Grievance

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the procedure outlined in this Article. A grievance is defined as any unresolved difference between the Employer and any employee regarding the application, meaning or interpretation of this Agreement.

Section 5.2 - Dispute Resolution

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute shall be made between the employee and his immediate supervisor. The employee must raise the dispute with the Communications Manager within fifteen (15) working days of the date the employee knew or should have known of the cause giving rise to the grievance. If it cannot be resolved, then the employee shall file a written complaint in accordance with Step 1 under Section 8. In the event of a

complaint, the employee shall first complete his assigned work task, and complain later, unless the employee reasonably believes that the assignment endangers his safety.

Section 5.3 - Representation

Grievances may be processed by the Labor Council on behalf of an employee or on behalf of a group of employees with the employee or employees' signature. Either party may have the grievant or one grievant representing group grievants present at any step of the grievance procedure, and the employee is entitled to Labor Council representation at each and every step of the grievance procedure upon his request. Grievances may be filed on behalf of two or more employees only if the same facts, issues and requested remedy apply to all employees in the group.

Section 5.4 - Subject Matter

Only one subject matter shall be covered in any one grievance. A grievance shall contain a statement of the grievant's position, the Article, and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature of the grieving employee(s) and the date.

Section 5.5 - Time Limitations

Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as settled grievances. The Employer's failure to respond within the time limits shall not result in finding in favor of the grievant, but shall automatically advance the grievance to the next step, except Step 3. Time limits may be extended by mutual agreement.

Section 5.6 - Grievance Processing

No employee shall leave his work assignment to investigate, file or process grievances without first making arrangements with the Chief of Police or his designee, which shall not be unreasonably denied. They shall be done on the employee's own time. In the event of a grievance, the employee shall always perform his assigned work task and grieve his complaint later, unless the employee reasonably believes that the assignment endangers his safety.

Section 5.7 - Grievance Meetings

Grievance meetings in Step 1, 2 or 3 shall be on the employee's own time while away from their work shift unless mutually agreed to by the Employer. Employees shall

not be paid for any time during which a grievance meeting occurs outside of the employee's work shift.

Section 5.8 - Steps in Procedure

Disputes arising under this Agreement shall be resolved as follows:

Step 1: The employee(s) shall make his (their) written complaint in writing to the Chief of Police. Complaints must be made within fifteen (15) working days from the date the employee knew or should have known of the cause giving rise to the grievance. Working days are Monday through Friday except recognized holidays. Within ten (10) working days after the grievance has been submitted, the Chief of Police, or his designee, shall meet with the grievant and Union at grievant's request to discuss the grievance and make a good faith effort to resolve the grievance.

The Chief, or his designee, shall respond in writing to the grievant and Labor Council Rep within five (5) working days following the meeting.

Step 2: If the dispute is not settled in Step 1, the matter may be submitted to the Effingham City Council, or their designee, no later than ten (10) working days after the employee was notified of the written response by the Chief. Within fifteen (15) working days after the grievance has been submitted, the City Council, or their designee, shall meet with the grievant and Union Representative at grievant's request to discuss the grievance and make a good faith effort to resolve the grievance.

The City Council, or their designee, shall respond in writing to the grievant and Labor Council Rep within five (5) working days following the meeting.

Step 3: If the dispute is not settled at Step 2, the matter may be submitted to arbitration within ten (10) working days after the written decision or the expiration of the five (5) day period, if City Council, or their designee, fails to render a written decision. Within ten (10) working days after the matter has been submitted to arbitration a representative of the Employer and the Labor Council may meet to select an arbitrator from a list of mutually agreed to arbitrators. If the parties are unable to agree on an arbitrator within ten (10) working days after submission to arbitration, the parties shall request the Federal Mediation and Conciliation Service, or other mutually agreed upon source, to submit a list of seven (7) arbitrators. Either party shall have the right to reject an entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by

alternate strikes by the Employer representative and the Labor Council representative. A coin toss shall determine who shall strike first. The person whose name remains on the list shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Labor Council. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of the Employer and the Labor Council representatives and shall make note of the issue where mutually agreed to by the parties.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. The Employer or Labor Council shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The expenses and fees of arbitration and the cost of the hearing shall be shared equally by the parties. Cost of arbitration shall include the arbitrator's fees, room costs and transcription costs. Nothing in this Article shall preclude the parties from agreeing to use expedited arbitration procedures. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding on the Employer, the Labor Council, and the employee or employees involved. The arbitrator shall be limited to interpreting the Agreement before him and shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement. For purposes of this Article, working days shall be defined as Monday through Friday, excluding holidays.

ARTICLE 6 - LABOR-MANAGEMENT CONFERENCES

Section 6.1 - Setting Meetings and Agendas

The Labor Council and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between employees and responsible administrative representatives of the Employer. Such meetings may be held by mutual agreement of both parties and by giving at least seven (7) days' advance notice to the other party. A request shall include

an agenda for such meeting and the seven (7) day advance notice may be waived by mutual consent of both parties. Such meetings and locations shall be limited to:

- (a) Discussion on the implementation and general administration of this Agreement.
- (b) A sharing of general information of interest to the parties.
- (c) Notifying the Labor Council of changes in non-bargaining conditions of employment contemplated by the Employer which may affect Employees.
- (d) Discussion of pending grievance on a non-binding basis to attempt to adjust such grievances and to discuss procedures for avoiding future grievances.
- (e) Items concerning safety issues.

The Employer and employee(s) agree to cooperate with each other in matters of the administration of this Agreement.

To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

Section 6.2 - Exclusion of Grievances

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be discussed in detail at labor management conferences, and any such discussions of a pending grievance shall be non-binding on either party and solely for the purpose of exploring alternatives to settle such grievances and such grievance discussion shall only be held by mutual agreement of the Employer and the employee, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 6.3 - Notification of Absence

Employees may attend labor management conferences during their work hours only with the permission of their Communications Manager or his designee. If approved by the Communications Manager or his designee, before leaving their workstation, the employee must give reasonable notice. Attendance at labor conference meetings by

off-duty employees shall be without pay. Only one (1) employee on duty may attend a labor management conference.

ARTICLE 7 - LAYOFF

In the event of a layoff of employees in the bargaining unit, the Employer shall inform the Labor Council in writing no later than ten (10) calendar days prior to such layoff and provide the Labor Council with the names of the employees to be laid off. Probationary employees, temporary and part-time employees shall be laid off first, then full-time employees shall be laid off in accordance with their seniority. The employees with the least amount of seniority shall be laid off first. All employees shall receive notice in writing of the layoff at least ten (10) calendar days in advance of the effective date of such layoffs. No employee will be hired to perform the duties normally performed by an employee who is on layoff. Any employee who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled on the basis of seniority in the Police Department. Employees will lose their right to recall after twelve (12) months. Any employee who fails to report to work within five (5) days of recall shall be terminated.

ARTICLE 8 - DISCIPLINE

Section 8.1 - Definition

The following work rules are hereby published so that all of our employees will know what is considered unacceptable conduct and to insure the consistent application of disciplinary actions for violations of these rules. The City views disciplinary action as being primarily for progressive corrective purposes. Listed below are specific rules and discipline for violations which are designed to insure a smooth-running organization in the best interests of all employees, the City and our residents.

The offenses and discipline listed below are not all-inclusive. Unacceptable conduct not specifically covered by these rules may result in disciplinary action, depending upon the circumstances. Repeated violations of the same rule, violations of more than one rule in a single act, or violations of different rules at different times shall result in accelerated or compound disciplinary action. The Chief retains the discretion

to determine the severity of the discipline based on the offense(s). The following apply to all employees who are covered by the Personnel Policies and Procedures. Telecommunicators are also covered by the applicable policies and procedures, rules and regulations and separate Standards of Conduct and Discipline of the Police Department.

Any disciplinary action based on the first, second or third infraction shall remain in effect for twelve (12) months from the date of the infraction. Disciplinary notices will be given to the employee where appropriate.

Violations are categorized as: Group A – Immediate Discharge

 Group B – Two-Step Basis

 Group C – Four-Step Basis

Group A - A violation of any "Group A" rule is considered so serious that such a violation will result in IMMEDIATE DISCHARGE.

1. Engaging in any unlawful conduct on City premises, or engaging in any unlawful conduct off City premises (excluding minor traffic violations) which affects the employee's relationship to his or her job or his or her fellow employees.
2. Falsifying work or attendance records, falsifying employment applications, or falsely claiming to be sick or injured.
3. Theft from the City, employees or residents, or visitors to City facilities.
4. Violations of the applicable City's Drug and Alcohol Policy calling for termination of employment.
5. Intentionally misusing, destroying or damaging any City property, equipment or the property of any employee or resident.
6. Unauthorized removal of City records or copies of such from the premises.
7. Unauthorized release of any confidential information, which directly affects the business of the City, and/or the records of residents.
8. Failure to obey specific instructions of a supervisor in performance of specific job or task assigned or any other form of insubordination. No employee will be disciplined for failure to perform an unsafe act.
9. Serious or repeated violations of the City's No-Harassment Policy.

10. Being the aggressor in a fight on City premises.
11. Using threatening or abusive language in the workplace or while on duty or engaging in threatening or abusive conduct in the workplace or while on duty.
12. Unauthorized use of any weapon or ammunition at any time on City premises while receiving compensation from the City.
13. Repeated or gross violation of City safety or fire rules.

Group B - A violation of any "Group B" rule shall be handled on a Two-Step Basis as follows:

First Infraction Three (3) work day suspension without pay

Second Infraction Discharge

1. Refusal or failure to perform job assignment. No employee will be disciplined for failure to perform an unsafe act.
2. Unauthorized sleeping during scheduled working hours.
3. Secondary employment in violation of the Department's policy.
4. Failure to report for scheduled duty.

Group C - A violation of any "Group C" rule shall be handled on a Four-Step Basis as follows:

First Infraction Verbal reprimand

Second Infraction Written reprimand

Third Infraction Three (3) work day suspension without pay

Fourth Infraction Discharge

1. Negligence or carelessness.
2. Failure to comply with City policy or procedure.
3. Failure to promptly notify supervisor of absence.
4. Failure to promptly report accident or injury.
5. Failure to properly perform assigned duties.

6. Failure to notify the Department and the City in writing of change of personal information or beneficiary designation change within seven (7) days of same.
7. Failure to properly fill out Department or City reports or records in a timely manner.
8. Acting or speaking in a discourteous manner toward a fellow employee or any visitor to City facilities.
9. Improper use of computers, PC's, copy machines or other office equipment.
10. Engaging in improper or inappropriate conduct in violation of the City's No-Harassment Policy which can appropriately be remedied through the corrective disciplinary process.

Section 8.2 - Just Cause

Except for probationary employees, the Employer agrees that disciplinary action shall be imposed only for just cause and may be imposed after the Employer has fully investigated the facts.

Section 8.3 - Limitation

The requirement to use progressive disciplinary action does not prohibit the Employer from using a severe measure including discharge, when the offense indicates that a substantial shortcoming or action of a Telecommunicator rendered the continuation of employment of the employee in some way detrimental to the Employer or the Public. Such shortcomings or actions shall include, but are not limited to: carrying of a concealed weapon, possession of a controlled substance or alcohol; gross insubordination; intentional destruction or theft of property; fighting on the job; appearing for work under the influence of drugs or alcohol or other substance that may impair an employee's ability to perform any of the duties required; gross negligence in the performance of their job; and unauthorized absences from work.

Section 8.4 - Investigatory Interviews

Anytime an investigatory interview is conducted by the Employer, and the results of the interview may lead to disciplinary action against the employee, the employee must be informed of his right to Labor Council representation. If the employee desires such representation, the Labor Council representative will be afforded an opportunity to appear in the time provided for in Section 5 herein. Failure of the Labor Council representative to appear at said time will permit the Employer to continue with the

investigatory interview with another bargaining unit employee present. The role of the Labor Council representative is limited to assisting the employee, clarifying the facts and suggesting other employees who may have knowledge of the facts.

Section 8.5 - Pre-Disciplinary Meeting

For discipline other than oral and written reprimands, when notifying the Telecommunicator of the contemplated discipline to be imposed, the Chief or his designee shall meet with the employee involved and inform the employee of the reason for such contemplated discipline. The employee shall be informed of his contractual right to Labor Council representation and shall be entitled to such, if so requested by the employee. The Labor Council representative, if requested by the employee, shall be made available with twenty-four (24) hours of notification.

Section 8.6 - Written Notice

The employee shall be notified in writing of disciplinary action imposed, be advised of the specific nature of the offense and be given direction as to future behavior.

Section 8.7 - Disciplinary Action Subject to Grievance Procedure

Disciplinary action by the Employer as provided for in this Article shall be subject to the provisions of the grievance procedure.

Section 8.8 - Time Limits Discipline Can Be Kept in a Member's File

Disciplinary action taken by the employer in the form of an oral reprimand shall be removed from the member's file six (6) months from the date of infraction upon the request of the employee. A written reprimand shall be removed twelve (12) months from the date of infraction upon the request of the employee. Suspension time shall be removed from the member's file twenty-four (24) months from the date of infraction upon the request of the employee.

ARTICLE 9 - PERSONNEL FILES

The keeping and review of personnel records shall be in accordance with the Illinois Personal Records Review Act, 820 ILCS 40/1 et seq. In addition, the Employer further agrees that only City personnel can review an employee's personnel file.

ARTICLE 10 - SENIORITY

Section 10.1 - Definition

As used herein the term "seniority" shall refer to and be defined as the continuous length of service or employment from date of last full-time hire of employees covered by this Agreement.

Section 10.2 - Termination of Seniority

All seniority shall be lost and an employee shall be terminated on the happening of the following events:

- (a) Quits by written resignation; or
- (b) is discharged for just cause; or
- (c) non-duty related injury or illness for a period of twelve (12) continuous months and for duty related injury or illness for a period of eighteen (18) continuous months and fails to return to work; or
- (d) takes a leave of absence approved by the Employer and fails to return to work within three (3) days of the termination of the absence; or
- (e) upon expiration of the layoff recall period; or
- (f) fails to report to work after two (2) weeks of being notified to return from layoff.

Section 10.3 - Benefit and Seniority Accrual

Unless otherwise provided for by law, employees will not accrue seniority credit for time spent on authorized unpaid leave of absence, unless absence is due to a documented medical leave.

No employee will accrue benefits except seniority while on Worker's Compensation leave, or unpaid leave. Employees shall accrue benefits while on paid leave or IMRF leave except for vacation pay.

ARTICLE 11 - BULLETIN BOARDS

The Employer shall provide the Labor Council with designated space on available bulletin boards or provide a separate bulletin board on a reasonable basis

upon which the Labor Council may post its notices. No such posting may be defamatory or partisan political in character.

ARTICLE 12 - LEAVES OF ABSENCE

The City recognizes that a leave of absence from active employment may be necessary for family or medical reasons. The following leave of absence policy complies with the provisions of the Family and Medical Act of 1993 (FMLA).

A. Eligible Employees

Employees eligible for family and medical leave are those who:

1. are one (1) of fifty (50) employees within a seventy-five (75) mile radius;
2. have been employed for at least twelve (12) months; and
3. have worked at least one thousand two hundred fifty (1250) hours during the previous twelve (12) month period.

An eligible employee may take unpaid leave for the following reasons:

1. the birth of the employee's child;
2. the placement of a child with the employee for adoption or foster care;
3. the care of a child, spouse, or parent ("family member") who has a serious health condition; or
4. the serious health condition of the employee.

B. Length Of Leave

An eligible employee may be entitled to up to twelve (12) weeks of unpaid leave within a twelve (12) month period without loss of seniority or benefits. The amount of leave available to an employee at any given time will be calculated by looking backward at the amount of leave taken within the twelve (12) month period immediately preceding the requested leave. An employee who fails to return to work immediately following expiration of the authorized leave period will be considered to have voluntarily resigned. All leave taken under this policy and leave for any other reason which would qualify under FMLA (which includes worker's compensation leave) will be counted against the employee's leave entitlement under FMLA.

C. Substitution Of Paid Leave

During a family or medical leave provided under this policy, an employee shall first exhaust all accrued and unused vacation and personal leave days before continuing such leave on an unpaid basis. During a leave related to the employee's serious health condition, the employee shall also exhaust any available paid sick leave or short-term disability pay before continuing such leave on an unpaid basis.

D. Certification

If an employee takes a leave of absence because of the serious health condition of the employee or the employee's family member, the employee must submit to the City Clerk written medical certification from a health care provider of the serious health condition. Failure to provide such certification upon request may result in a denial or delay of leave. The City reserves the right to require that the employee receive a second (and possibly a third) opinion from another health care provider (at the City's expense) certifying the serious health condition of the employee or the employee's family member. The City reserves the right to require that an employee provide the City with recertification of the medical condition for which leave is taken.

Before being returned to work, an employee who is on leave of absence as a result of his or her own serious health condition must submit a health care provider's written certification that the employee is able to return to work. Failure to provide such certification may result in the delay or denial of job restoration.

During the employee's leave, the City may also periodically inquire as to the employee's intent to return to work.

E. Intermittent Or Reduced Leave

Leave taken because of the employee's or family member's serious health condition may be taken on an intermittent or reduced schedule basis when medically necessary. If an employee seeks leave on an intermittent or reduced schedule basis, the employee must submit medical certification, as discussed above, and additional certification from the health care provider that the intermittent or reduced schedule leave is medically necessary. The City may require an employee taking intermittent or reduced schedule leave to transfer temporarily to an alternative available position for

which the employee is qualified or may modify the employee's current position to better accommodate the employee's recurring periods of leave.

F. Insurance Premiums

During the employee's family or medical leave of absence, the City will continue to provide health insurance coverage for the employee; however, the employee will remain personally responsible for paying the employee's portion of the insurance premium. Such payments may be made prior to the leave and must be submitted directly to the City Clerk. Failure to pay premiums in a timely manner may result in lapse of coverage.

Payments for all other benefits must be paid in full by the employee during the period of leave. If the employee chooses not to make such payments, the employee will nevertheless be restored to the plan with no break in service upon return from leave. An employee who does not return may be required to repay any insurance premiums paid by the City during leave.

G. Job Restoration

Upon return from family or medical leave in accordance with this policy, the employee will be returned to the same or an equivalent position with no loss in benefits which accrued prior to the leave of absence. An employee who does not return to work at the end of an authorized leave will be considered to have voluntarily resigned.

H. Employee Notification

An employee who expects or anticipates taking a family or medical leave is required to notify the City Clerk of the date of commencement and the expected duration of the leave at least thirty (30) days in advance of the leave, or if the need for the leave is not foreseeable, as soon as practicable. In cases where the need for leave is foreseeable, an employee's failure to provide thirty (30) days' notice prior to taking leave may result in denial or delay of leave. An employee requesting leave under this policy should submit a complete application for leave form to the City via the chain of command.

I. Military Leave

The City will comply with most current applicable federal, state, and local laws concerning military leaves of absence.

J. Other Leaves (Including Jury Duty Leave)

The City Council may authorize special leaves for the following purposes:

1. Without pay for urgent personal business requiring the employee's attention for an extended period.
2. For serving on a jury (with a maximum of the first four weeks of jury duty per calendar year being with pay and the remainder of jury duty leave, if any, being without pay). For any period of jury duty, the employee must turn over to the City the jury duty pay received and will then receive pay at the employee's regular pay rate for the hours of work missed, up to the four (4) week maximum.
3. With pay (to the extent provided by the Illinois Worker's Compensation law) in case of a work-related injury (which also may be covered, concurrently, by the Family and Medical Leave Act). Employees must attempt to schedule therapy, physician's appointments, etc. during non-working hours and are not compensated for these activities during non-working hours.
4. Full-time employees may take up to twenty-four (24) hours as personal leave without loss of pay or other benefits as identified herein. Full-time employees may earn an additional eight (8) hours of personal leave if the employee does not use any sick time during the previous calendar year. However, for new employees in the calendar year of hire, the employee will be eligible for only eight hours of personal leave for that year if hired on July 1 or after. Employees terminating employment prior to June 30, shall be eligible for only eight (8) hours of personal leave for that year. Notification of the employee's intent to use personal leave must be made at least eight (8) hours prior to the beginning of work shifts and must be approved by the Communications Manager or his designee. However, if the employee locates their own replacement, they only need to give two (2) hours' advance notice and the personal leave still must be approved by the Communications Manager or his designee. Approval for use of personal leave will not be unreasonably denied. Personal leave can be used in any hourly increment of four (4) hours or more. Failure to use a personal leave day in a calendar year in which it was earned will result in the forfeiture of that personal leave, unless the employee is a member of the 115 Trust it shall be transferred to their respective account.
5. A full-time employee shall be permitted a maximum of three (3) working days of paid funeral leave due to the death of a family member. For the purpose of this policy, "family member" shall be defined as brother, stepbrother, sister, stepsister, sister-in-law, brother-in-law, grandparents, grandparents-in-law, grandchild, step grandchild, aunts or uncles. A full-time employee shall be permitted a maximum of five (5) working days of

paid funeral leave due to the death of an immediate family member. For the purpose of this policy, "immediate family" shall be defined as spouse, daughter, son, stepdaughter, stepson, parent, stepparent, mother-in-law and father-in-law. The Chief of Police may grant additional leave with pay where unusual circumstances, such as extended travel requirements or emotional distress warrant such additional leave or pursuant to the City Personnel Manual. In addition to the above, the City also agrees to abide by the provisions of the Illinois Child Bereavement Act, as amended.

6. Full-time employees shall accumulate paid sick leave at the rate of eight (8) hours for each full month's service which may be accumulated to a maximum of nine hundred sixty (960) working hours. Sick leave may be utilized for personal illness, quarantine at home or for serious illness within the Employee's immediate family or household. "Immediate family" shall be defined as the employee's spouse, child, stepchild, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent. The Employer may require a physician's certificate, at the expense of the Employer, after an absence of three (3) consecutive working days or as may be deemed necessary in other cases.

An employee whose employment is terminated for any reason other than discharge for cause will be paid for fifty percent (50%) of his or her accumulated sick leave, not to exceed four hundred eighty (480) hours (50% of 960 hours), at his or her regular rate of pay, unless the employee is a member of the 115 Trust which shall prevail.

ARTICLE 13 - HOURS AND OVERTIME

Section 13.1 - Workday and Annual Hours

Depending on the employee's schedule, eight (8), ten (10) or twelve (12) consecutive hours of work within a twenty-four (24) hour period shall constitute a regular workday. Annual hours of work for Telecommunicators shall be 2,080 hours. Annual hours may be changed by the Employer by giving thirty (30) days' notice.

Section 13.2 - Work Period

For purposes of the Fair Labor Standard Act, the work period shall be seven (7) days with two (2) or three (3) days off in a seven (7) day period depending upon what schedule the employee works.

Section 13.3 - Work Shift

All employees shall be scheduled to work on a regular work shift in each seven (7) day work period. The shift structure may be changed by the Employer by giving seven (7) days' notice.

Section 13.4 - Work Schedule

Permanent work schedules showing the employee's normal shifts, workdays and hours for the ensuing thirty (30) days shall be available for inspection by the employee in the computerized department schedule program. Permanent work schedules and shifts may be changed by giving thirty (30) days' notice to the employee. Minor or temporary adjustments to the work schedule may be made by the Employer to cover for absence due to illness, injury, training or other leave taken by an employee.

Section 13.5 - Overtime

Employees shall be paid at the rate of time and one-half (1 ½) their regular rate of pay for all compensable hours beyond an employee's regularly scheduled work day. Compensable hours of work shall be determined in accordance with the Fair Labor Standards Act.

Section 13.6 - Court Time

Employees covered by this Agreement who are required by the Employer to make court appearances during normal off-duty hours shall receive a minimum of two (2) hours' pay at the applicable rate, or the number of hours actually worked, whichever is greater.

Section 13.7 - Compensatory Time

Employees may request they be paid in compensatory time instead of cash for all overtime hours worked. Use of compensatory time shall be made in advance and shall be subject to the operational needs of the Department. Employees may accumulate up to one hundred fifty (150) hours of comp time. Thereafter, overtime shall be paid in cash.

The Employer agrees to adopt a compensatory time buy back program in accordance with the following guidelines:

1. Compensatory time will be offered to be bought back by the Employer on the first pay date in each calendar quarter (January, April, July, October).

2. A request form completed and verified by the Police Chief must be filed with the payroll department two (2) weeks prior to the pay date.
3. Compensatory time will be paid by separate pay check, and will be at the employee's current pay rate.
4. The maximum amount of hours to be paid for any calendar quarter is thirty (30).
5. Payroll deductions not required by law to be made will not be deducted from the compensatory time check.
6. Employees exercising their payback option under Section 7, subparagraph (1), may, at their option, request any payment for compensatory time to be made into their deferred compensation account subject to the maximum allowed by law.

The Employer may schedule overtime or hold over employees at its discretion.

The Employer may use part-time or full-time employees to fill vacancies in the schedule.

Section 13.8 - Duty Shift Trades

Employees requesting to trade shift hours with another employee shall be permitted to do so in accordance with the following provisions:

1. Any employee requesting a trade shall complete the trade request form. The form must be completely filled out and signed by both parties involved in the trade. Both dates must be clearly indicated on the form.

2. No full-time employee shall trade with a part-time employee without approval by the Communications Manager. Such approval should not be unreasonably denied unless it creates overtime.

3. All trading must be done within the two (2) week pay period and Communications Manager approval. Trades shall not create any overtime unless done so with the express approval of the Communications Manager. Probationary employees cannot trade if the result is that two (2) probationary employees will be scheduled together except in extenuating circumstances and with the Communications Manager's approval.

4. Once an employee has entered into a trade, they may not enter into another trade with another employee for the same time period.

Section 13.9 - Call Back

Any employee called back after their regularly scheduled shift shall be paid a minimum of two (2) hours at the rate of one and one half (1-1/2) times their regular rate of pay.

ARTICLE 14 - WAGE RATES AND ALLOWANCES

Section 14.1 - Wages

Wages shall be paid in accordance with the Wage Schedule attached as Exhibit A.

Section 14.2 - Clothing

Appropriate attire must be worn by each employee.

Section 14.3 - Training

Designated training Telecommunicators shall receive one (1) hour of compensatory time for training eight (8) hours or less on a shift, or one and one-half (1-1/2) hours of compensatory time for training more than eight (8) hours on a shift.

Section 14.4 - Certifications

Effective upon ratification, employees who are LEADS and EMD certified and who maintain those certifications will receive a stipend of Twenty Dollars (\$20) per month.

Section 14.5 - Shift Differential

Employees who work after 2 p.m. and before 6 a.m. during a weekday (Monday – Friday) shall receive in addition to their regular hourly rate, an additional \$.50 per hour for each hour worked for the hours after 2 p.m. and before 6 a.m. Employees who work any time during the weekend (Saturday and Sunday) shall receive in addition to their regular hourly rate, an additional \$.50 per hour for each hour worked.

Section 14.6 - New Hires with Illinois Dispatcher Experience

The City shall consider the starting base rate of pay for new hires based upon the candidate's years of prior dispatching service, current certifications, location of previous employment, and knowledge of applicable City software system(s) when making an employment offer. The employee will receive the same benefits as a new employee under the current policy, and the offered and accepted determined base pay except the

employee would only move to the next pay step on Appendix A based on prior service and the other criteria set forth above. For example, an employee who hires in at year 3 after a year will go to Step 4, but all benefit longevity, etc. will date back to actual hire date with the City.

ARTICLE 15 - INSURANCE AND PENSION

Section 15.1 - Health Insurance

Absent mutual agreement, the Employer agrees to provide health, hospitalization and medical insurance coverage as modified and agreed to for the term of this Agreement. Employees will pay for 20% of the total cost of their applicable insurance premium.

The parties agree that in the event the Joint Health Insurance Committee recommends changes in the existing health insurance benefit that are not acceptable to the Union, the Union's rights to bargain as to the amount of employee contributions to the cost of health insurance premiums shall be preserved without prejudice.

Current and new employees who have a dependent(s) who qualify for family health insurance coverage and select employee-only coverage, or current and new employees who qualify for single health insurance coverage and decline coverage, shall receive a one thousand dollar five hundred dollar (\$1,500) annual payment per full policy year at the beginning of each policy year. This election must be made within 30 days of first employment (or the date the participant becomes eligible for coverage under the Medical Plan, if later) and before January 1 of each year thereafter. Once an election is made, it cannot be changed for the remainder of that calendar year unless the participant has a qualifying change in family status. In such a case of a qualifying change during the calendar year, the City will make a prorated payment for the remainder of the policy year beginning the first of the next month or on the date they qualify for coverage.

Section 15.2 - Life Insurance

The Employer will continue to pay the premium for a minimum ten thousand dollar (\$10,000.00) term life insurance policy during the term of this Agreement.

Section 15.3 - 115 Trust Program

1. **Purpose.** To provide a retirement healthcare funding plan (RHFP) to all represented full-time City employees and the employees' beneficiaries in accordance with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"). The RHFP provides the employee an opportunity to build a tax-free investment fund to pay for medical qualified expenses post-employment with the City to include, but not be limited to, insurance premiums, co-pays, prescriptions, and deductibles.

2. **Scope.** This policy applies to all full-time represented employees. Employees hired after July 5, 2016 are hereby entered into this program. Employees hired prior to July 5, 2016 were provided a one-time, lifetime opportunity to opt out of this employee benefit program. The opt out opportunity expired on July 5, 2016.

3. **Practice.** The RHFP is hereby referred to as the 115 Trust Program for our full-time certified employees.

The designated contact for the plan is the Accounting Administrator/City Treasurer. The City's plan is administered by the Illinois Public Pension Fund Association (IPPPFA) benefits.

The details of the program are as follows:

- (a) A terminating full-time employee with more than four (4) years of service will defer seventy-five (75) percent of unused sick leave, one hundred (100) percent of unused vacation time, one hundred (100) percent of unused personal time, and one hundred (100) percent of unused accumulated time due (compensatory time) into the City's adopted post-employment healthcare plan.
- (b) Unused personal leave at the end of the calendar year and accumulated sick time in excess of nine hundred sixty (960) hours will be put in the employee's post-employment healthcare plan account after they have reached four (4) years of full-time service.
- (c) Employee contributions shall be made on a pre-tax basis.
- (d) An employee who is eligible to receive pay in lieu of vacation days per the City's Personnel Policy Manual or their respective contract may

have up to the permitted amount of vacation pay put into the employee's 115 Trust Account.

- (e) Employee contributions shall be made pursuant to the following schedule:

At the completion of 4 years of service..... ½% of employee's pay
After 8 years of service..... 1% of employee's pay
After 12 years of service..... 1 ½% of employee's pay
After 16 years of service..... 2% of employee's pay
After 20 years of service..... 2 ½% of employee's pay
After 25 years of service..... 3% of employee's pay

ARTICLE 16 - HOLIDAYS

All full-time employees are entitled to the following legal holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving Day
Independence Day	Christmas Eve Day
Labor Day	Christmas Day
Veterans Day	New Year's Eve Day

Except for employees regularly scheduled to work on a shift basis, when a holiday falls on a Saturday, the preceding Friday, shall be observed as the holiday, and when the holiday falls on a Sunday, the following Monday shall be observed as the holiday.

Full-time employees, who are required to perform work or to render services on one of the holidays listed, shall be compensated at one and one-half times their regular rate of pay for all time worked on the holiday, in addition to an additional day off with pay. The additional "one-half" time compensation shall be compensated in pay or compensatory time, at the employee's option. Shift workers get holiday pay for the actual day of the holiday.

An employee shall forfeit his right to payment for any holiday if absent without authorization on the last regular work day preceding such holiday or on the first scheduled work day following the holiday. If this occurs, the employee will receive

holiday pay for the number of hours he/she was scheduled to work.

Employees on leave for any reason at the time of a holiday (including, but not limited to, personal leave, worker's compensation leave, Family and Medical Leave or otherwise) are not eligible for holiday pay for the holiday.

ARTICLE 17 - VACATIONS

The following vacation policy applies to full-time employees, excluding special assignment employees.

1. Vacation leave for new employee shall be calculated as follows:

Eight (8) hours vacation for every full month of service will be earned from the employee's date of hire to December 31 of that year up to a maximum of eighty (80) hours. These vacation days may be used at any time between the employee's first year anniversary date and December 31 of the year following hire, subject to the employee's right of carry-over as set forth below. Thereafter, calculations of vacation days shall be based on the calendar year.

2. After the first full calendar year of continuous employment, the employee is entitled to eighty (80) hours to be used in the following calendar year subject to the employee's right of carry-over.

3. Employees in their tenth year of service or more shall be entitled to one hundred twenty (120) hours to be used in the following calendar year subject to the employee's right of carry-over.

4. Employees in their twentieth year of service or more shall be entitled to one hundred sixty (160) hours to be used in the following calendar year subject to the employee's right of carry-over.

5. The Chief of Police shall keep records of vacation leave allowance and vacation leave in accordance with operating requirements. The Chief of Police or his designee shall coordinate vacation schedules with employees. However, if conflicts exist, the employee with the longest length of continuous service shall have preference.

6. In the event a paid legal holiday falls during a vacation period, the vacation period shall be extended one working day unless otherwise provided for under holiday compensation.

7. Vacation time earned during one year shall be taken during the following year unless by prior approval of the Chief of Police. However, an employee may, even without such prior approval, carry over up to eighty (80) hours into the following year.

8. Requests to schedule vacations shall be made at least five (5) days in advance and must be approved by the Communications Manager, and shall not be unreasonably denied. Those employees granted a leave of absence without pay shall have their vacation accrual prorated.

ALL EMPLOYEES:

1. When an employee's service with the City is terminated following a minimum of one (1) year's employment, he shall receive compensation for the unused vacation time. Employees who terminate their employment before one (1) full year of employment will not be eligible for any paid vacation.

2. Absence due to sickness, injury or disability in excess of that accumulated for such purpose may, at the request of the employee and with the consent of the Chief of Police, be charged against vacation leave allowance. If the employee is out on leave under the Family and Medical Leave Act, all available paid time must be used at the beginning of the leave before continuing the leave on an unpaid basis.

3. No employee shall use or be paid accrued vacation time while on worker's compensation leave. No employee shall earn vacation time while off on worker's compensation or any other leave which exceeds three (3) months.

4. In a fiscal year, employees who are eligible for more than eighty (80) hours of annual vacation leave may receive pay in lieu of vacation leave for up to forty (40) hours vacation by providing the City with two (2) weeks' advance written notice of his or her intention to do so. Payment for such will be included with the next employee paycheck. An employee who elects this benefit will not be entitled to unpaid leave for the same or similar purpose.

ARTICLE 18 - GENERAL PROVISIONS

Section 18.1 - Personnel Policy

All employees will be subject to the provisions of the Department's Standard of Conduct and Discipline except those instances when the Department's Standard of Conduct and Discipline are in conflict with the specific terms of this Agreement and in these instances, the terms of this Agreement will govern. This provision shall not waive the right of the Labor Council to bargain over Policy and Procedure changes by the City as provided by the Illinois Public Labor Relations Act.

Section 18.2 - Smoking

The employees understand that Employer's premises are a non-smoking facility. All smoking must be done outside the building. An employee may not leave their work area for smoking purposes without advance approval of the Supervisor. Smoke moments shall not interfere with the efficient operation of the Department and should not impose additional work on employees on the same shift.

Section 18.3 - Scheduling

Earned time off including, but not limited to, vacation, holiday and comp time scheduling must be approved by the Communications Manager. Notice for scheduling earned time off of forty (40) hours or more (comp time, holidays, vacation) shall be given ten (10) working days in advance with approved replacement. Individual vacation days or holidays must be scheduled with five (5) working days' notice with approved replacement. Comp time must be scheduled within five (5) calendar days' notice with approved replacement. However, if the employee locates their own replacement, they need to give only two (2) hours' notice and the comp time must still be approved by the Communications Manager.

Section 18.4 - Residency Policy

Individuals shall be recruited from a geographic area as wide as necessary to obtain qualified candidates for the various types of positions. Employees who are required by Illinois State law to reside within the City limits shall be required to reside within the City limits. All emergency employees are required to reside within City limits or within thirty (30) miles from the City's corporate limits. No City-owned vehicle may be

taken outside City limits unless it is being used for official City business or authorized by the Chief of Police. In the event the residence of a City employee residing outside the City limits becomes contiguous to the City limits, such employee shall immediately, upon request of the City, sign a petition requesting annexation to the City.

Section 18.5 - Video/Audio Notification

The City shall inform employees about cameras in the Police Department, including their location and which cameras have audio. The above shall not apply should the placement of a camera be pursuant to the investigation of a formal complaint or criminal investigation. The review of video and audio shall not be for the sole purpose of finding policy violations by employees, but employees are subject to disciplinary action, up to and including termination, when supervision finds policy violations in the normal course of reviewing cameras.

Section 18.6 - Utilization of Benefit Time

It is agreed that, as appropriate based on the circumstances, employees may utilize available benefit time on an hourly basis.

ARTICLE 19 - SAVINGS PROVISION - PARTIAL INVALIDITY

Section 19.1 - Savings Provision

None of the foregoing shall be construed as requiring either party to do anything inconsistent with Federal or State law, or local ordinance or the final order or judgment of any court having jurisdiction over the parties.

Section 19.2 - Partial Invalidity

If any provision of this Agreement should be rendered or declared invalid and unenforceable by any court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the parties agree immediately to negotiate alternative language to substitute for the invalidated provision.

ARTICLE 20 - ENTIRE AGREEMENT

Section 20.1 - Entire Agreement

This Agreement expresses and contains the full agreement of the parties on any matter properly subject to collective bargaining between them and concludes the bargaining between the parties for the term of this Agreement. The terms and conditions of employment to the extent not already provided shall be left to the sole and exclusive discretion of management and shall be governed by the "Management Rights" clause contained in this Agreement, provided, however, the Employer must bargain in good faith as required in Section 7 of the Public Labor Relations Act before implementing any changes.

Section 20.2 - Amendment

This Agreement may be amended by the mutual written agreement of the parties and shall then become part of this Agreement.

ARTICLE 21 - EMPLOYEE TESTING

It is the policy of the City of Effingham that the public has the reasonable right to expect persons employed by the City of Effingham to be free from the effects of drugs and alcohol. Employees who use drugs and alcohol pose serious safety and health risks to themselves and others. The City of Effingham has the right to expect its employees to report for work fit and able for duty. The City of Effingham will take reasonable measures to maintain a work environment which is free of alcohol and substance abuse, to provide a safe and secure workplace for its employees and the community in which the City operates. It is specifically agreed that no alcohol will be consumed by an employee not less than eight (8) hours before reporting to work a scheduled shift unless specifically approved by the City due to specific unusual circumstances.

Section 21.1A - Drug & Alcohol Testing

DRUG TESTING

The City of Effingham will require drug testing as described in paragraphs 1.1 A through 1.5 A of this policy. The drugs prohibited are the same as for employees. All

urine samples shall be split-samples. The "primary sample" shall be at least 30 ml. of urine; the "split-sample" shall be at least 15 ml. Failure of the employee to provide that quantity even after a two (2) hour second opportunity following drinking up to 24 oz. of water, will cause the employee to be immediately referred to the Medical Review Officer (MRO) for a medical evaluation to develop pertinent information concerning whether the employee's inability to provide a specimen is genuine or constitutes a refusal to test. The MRO will make a conclusion in writing to the employer. While this process is being accomplished, the employee shall be placed off duty.

ALCOHOL TESTING

The City of Effingham will require alcohol testing as described in paragraphs 1.1 A through 1.5 A of this policy. Two (2) breath tests may be required to determine if a person has a prohibited alcohol concentration. A "screen test" shall be conducted first. Any result less than .04 alcohol concentration is considered a "negative test". If the alcohol concentration is .04 or greater, a second or "confirmation test" must be conducted after a fifteen (15) minute wait. Both tests shall be by an "Evidential Breath Testing" (EBT) device that prints out the results, date, time, a sequential test number, name and serial number of the EBT. The alcohol test must be conducted by a "Breath Alcohol Technician" (BAT) who is trained to operate an EBT device and is proficient in all breath alcohol testing procedures. In the event it is not possible to conduct a breath alcohol test using an EBT, a blood or urine alcohol test will be conducted.

Failure of the employee to provide an adequate amount of breath will cause the employee to immediately be referred to the MRO for medical evaluation to develop pertinent information concerning whether the employee's inability to provide the adequate amount of breath is genuine or constitutes a refusal to test. The MRO will make a conclusion in writing to the Employer. While this process is being accomplished, the employee shall be placed off duty.

All employees will be required to take and successfully pass urine drug testing and breath alcohol testing as stated in paragraphs 1.1 A through 1.5 A of this policy. Refusal to submit to such screening is considered a positive test. The City will adhere to the following:

1.1 A Pre-employment: Applicants applying for part-time or full-time status will be required to take and successfully pass urine drug tests before they can be hired. No applicant shall start work while these test results are being obtained.

1.2 A Reasonable Suspicion: Any employee suspected of drug or alcohol use as a result of reasonable evidence upon reporting to work, during the work day, or upon completion of his day's work activity may be subjected to a reasonable suspicion urine drug or breath alcohol test. Refusal to submit to such a screening will be considered a positive test. A reasonable suspicion observation form (DAAP-#203) must be completed and signed by at least one qualified supervisor within twenty-four (24) hours of the observation that led to a reasonable suspicion test.

1.3 A Post-Accident Testing:

(a) The City of Effingham may require post-accident urine drug and breath alcohol testing of all employees covered by this policy at the discretion of the supervisor and the Personnel Director/designee.

(b) All accidents involving property damage, bodily injury, or injury that could result in a worker's compensation claim must be reported immediately to the employee's supervisor. The supervisor must notify the Personnel Director/designee immediately after the accident, and the Safety Coordinator by the next business day. A post-accident urine drug test shall be conducted as soon as possible, but not later than thirty-two (32) hours after the accident. If the test is not administered, the employer shall prepare and maintain on file a record stating the reasons the test was not promptly completed. If a breath alcohol test is not conducted within two (2) hours, a record shall be prepared and retained stating why. If within eight (8) hours a breath alcohol test is still not conducted, all attempts shall cease and a complete record made of why it was not accomplished. (See Section 6.4 of this Policy for disciplinary action that will be taken for failure to report an accident.) In addition, the employee shall not consume any alcohol for at least eight (8) hours following an accident or until a breath alcohol test has been accomplished.

(c) As a condition of employment, all employees shall provide the necessary authorization for obtaining medical records and reports that would indicate if a controlled substance or alcohol was in the employee's system and the level present. Such

authorization is to be used for an employee seriously injured and cannot provide a urine specimen or breath alcohol test at the time of the accident.

(d) The City of Effingham shall provide the employee with sufficient procedures so that the employee can meet the requirements of paragraphs 1.3 A (a), (b), and (c) of this policy.

(e) Failure of the employee to be readily available for a urine drug or breath alcohol test or refusal to give a urine or breath sample when the employee has been involved in an accident, except for an employee who meets the conditions of 1.3 A (c) of this policy, shall be considered a refusal to take a test or a positive test result.

1.4 A Return-to-Duty Testing: An employee who has complied with all the recommendations of the Substance Abuse Professional must successfully pass a urine drug or breath alcohol test prior to return-to-duty.

1.5 A Follow-up Testing: The MRO may subject an employee to at least six (6) unannounced urine drug or breath alcohol tests in the first twelve (12) months after return-to-duty.

Section 21.2 - Test Results

DRUG TEST RESULTS

Test results will be reviewed to determine whether there is any indication of controlled substance use.

2.1 The test results will be released to and reviewed by a Medical Review Officer (MRO). If there is any evidence of a positive result, the MRO will give the person tested an opportunity to discuss the results and provide documentation of legally prescribed medication.

2.2 The Medical Review Officer will then release the results to the City of Effingham's Personnel Director/designee, who will maintain them in a secure location with controlled access.

ALCOHOL TEST RESULTS

2.3 The test results for employees shall be provided on forms established by Subpart C 40.59 Appendix A. Copy 1 will be retained by the Breath Alcohol Technician (BAT), copy 2 shall go to the driver, and copy 3 shall be transmitted to the employer. Test results for employees, other than drivers, covered under this policy shall be

provided on a form supplied by the institution performing the EBT. Copy 1 will be retained by the Breath Alcohol Technician (BAT), copy 2 shall go to the employee, and copy 3 shall be transmitted to the employer.

Section 21.3 - General

3.1 The test results from all drug and alcohol tests will become a part of the employee's file which shall be in a secured location with controlled access and retained as specified in Section 382.401 or in this policy.

3.2 The results will not be released to any unauthorized party without written consent of the employee, except as described in Sections 5.4 and 5.5 of this Policy. Every employee, upon termination, is required in writing to permit the release of their urine drug and breath alcohol test results for the last two (2) years to any future employer. Every employer is required, upon the receipt of a written request of an employee, to provide copies of all his/her urine drug and breath alcohol test results promptly to any other possible employer at no charge.

3.3 This Policy may require more than that required by 49 CFR Part 40, Part 382, and Part 395 and supersedes requirements of 49 CFR Part 40, Part 382, and Part 395 where applicable.

Section 21.4 - Employee Training Program

Once each contract term, training will be offered by the City of Effingham to provide educational information concerning the effects and consequences of drug and alcohol use on personal health, safety and work environment as provided in Section 382.601.

4.1 Full-time employees will be required to take at least one (1) hour of training each contract term on substance abuse and alcohol use, which includes the employer's policies and procedures, and sign a form certifying their attendance.

4.2 Written notice will be given when training is available.

Section 21.5 - Laws & Regulations

5.1 The City of Effingham will comply with all federal, state and local laws and regulations concerning any violations of criminal drug and alcohol use in the work place.

5.2 Record keeping: all records will be retained at a minimum as listed in Section 382.401.

5.3 An employee is entitled, upon request, to obtain copies of any records pertaining to his use of drugs or alcohol, and test results. Access shall not be contingent upon payment for records other than those requested.

5.4 Records shall be made available to a prospective or subsequent employer upon receipt of a written request from all employees or former employees.

5.5 The City of Effingham may disclose information required to be maintained under this policy on an employee to the decision maker in a lawsuit, grievance, or other proceedings initiated by or on behalf of that employee and arising from the results of an alcohol or controlled substance test required by this policy, or from the employer's determination that the employee engaged in conduct prohibited by this policy. (Including but not limited to worker's compensation, unemployment compensation, or other proceeding related to benefits sought by the employee.)

5.6 If employee's license is revoked or suspended, such employee must notify his supervisor and the Chief of Police immediately. Failure to do so may result in disciplinary action.

Section 21.6 - Disciplinary Action

6.1 An employee who violates this policy will be advised by the Chief of Police of resources available to the employee in evaluating and resolving problems associated with the misuse of drugs or alcohol.

6.2 A second violation of this policy within five (5) years of a previous violation shall result in termination.

6.3 (a) Prior to being eligible for return-to-duty testing, an employee must be evaluated by a Substance Abuse Professional, who shall set up any assistance needed. When the employee has complied with all the recommendations of the Substance Abuse Professional, the employee must request the results of the evaluation and notification of release be given in writing to the Medical Review Officer (MRO).

(b) The MRO shall then subject such employee to at least six (6) unannounced urine drug tests or breath alcohol tests in the first twelve (12) months after return to duty. Follow-up testing shall not extend beyond sixty (60) months, per 382.605.

(c) All records in reference to the referrals, evaluation, return-to-duty and follow-up testing shall be retained for a minimum of five (5) years.

6.4 (a) An investigation will be done by the Chief of Police or his designee in regard to failure to report an accident as described in paragraphs 1.5 A and 1.3 B of this policy.

(b) After an investigation has been conducted, if it is determined that an employee or his supervisor was negligent in reporting an accident, the following steps will be taken: first offense written reprimand; second offense suspension up to five (5) days off; third offense termination.

6.5 An employee who is unable to return to duty within twelve (12) weeks may be subject to termination provided, however, that an employee who is participating in a treatment program may have such period extended up to nine (9) months upon presentation of a statement from the treatment provider setting forth the need for such additional time period.

Section 21.7 - Employee Assistance Program / Responsibility of Cost

The City of Effingham shall provide an Employee Assistance Program for full time employees and such employee's immediate family members who live in the same household in accordance with the following guidelines.

Each full-time employee will receive a list of professionals they may choose to use for rehabilitation. This list is only provided as a courtesy, such employee may use a qualified professional of their own choosing. If such employee does not utilize the Employee Assistance Program provided by the City, such employee will be responsible for checking insurance coverage and paying any charges not covered.

7.1 The City of Effingham will pay for drug and alcohol testing that is required for pre-employment, random, periodic, post-accident, reasonable cause, return-to-duty, and follow-up testing.

7.2 The City of Effingham will pay any fees in conjunction with services rendered by the Medical Review Officer as described in this policy.

7.3 The City of Effingham will pay the Substance Abuse Professional's fee for the initial evaluation after a positive drug or alcohol test.

7.4 The City of Effingham will pay for sessions provided through the Employee Assistance Program provider. This service is for full-time active employees and paid

on-call firefighters and part-time police officers, and will not be available to terminated employees.

7.5 The employee will pay for all treatment recommended by the Substance Abuse Professional that is necessary for his rehabilitation, over and above that provided in the Employee Assistance Program. All employees covered by the City's health insurance may submit claims to the City's health insurance provider to help offset his cost incurred during rehabilitation.

7.6 The employee will be responsible for any travel expenses incurred as a part of rehabilitation.

7.7 After the employee has complied with all the recommendations of the Substance Abuse Professional and has returned to work, the City of Effingham will pay for follow-up drug and alcohol testing per 382.605.

7.8 Paid Leave: Employees will be required to exhaust all sick leave, vacation, personal days, and compensatory time away from work for rehabilitation. If the employee qualifies for leave under the Family and Medical Leave Act, the employee must exhaust all the paid time referred to in the previous sentence before continuing the leave on an unpaid basis with the maximum total (paid and unpaid) leave time being twelve (12) weeks.

7.9 Non-paid Leave: If an employee is on non-paid leave, there shall be no accrual of service time, vacation, holidays, sick leave, or other paid leave during such non-paid leave.

ARTICLE 22 - MANAGEMENT RIGHTS

The Employer possesses the sole right to operate its facilities at the Police Department of the City of Effingham and all management rights repose in it. Nothing herein shall affect the internal control authority of the Police Chief. Except as specifically amended, changed or modified by this Agreement, these management rights include, but are not limited to, the following:

- (a) To direct all operations of the Police Department;
- (b) To determine the overall budget;

(c) To establish work rules and schedules of work; including starting and quitting times, shift, rotations, and any other conditions associated with hours of work to the extent they are not otherwise provided for in this Agreement;

(d) To create an organizational structure, to hire or promote, transfer, schedule and assign employees in positions and to create, combine, modify and eliminate positions within the Police Department;

(e) To suspend, discharge and take other disciplinary action for just cause against employees, other than probationary employees, under the established work rules and regulations of the Police Department and the provisions of this Agreement;

(f) To lay off employees;

(g) To determine quality and maintain efficiency of the operations of the Police Department;

(h) To introduce new or improved methods or facilities;

(i) To change existing methods or facilities;

(j) To determine the kinds, quality and amounts of service to be performed as pertains to Police Department operations; and the number and kind of classifications to perform such services;

(k) To contract out for goods or services;

(l) To establish, implement and maintain an effective internal control program;

(m) To establish rules relating to Police Department procedures and operations;

(n) To determine the methods, means and personnel by which Police Department operations are to be conducted; and

(o) To take whatever action is necessary to carry out the functions of the Police Department in situations of emergency.

Nothing in this Article is intended to alter to abrogate the intention or authority of any other Article contained in this Agreement and to the extent not expressly provided for in this Agreement, the operations of the Employer shall be left to the sole exclusive discretion of the Employer.

ARTICLE 23 - DUES DEDUCTION/MAINTENANCE OF MEMBERSHIP

Section 23.1 - Dues Deduction

Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Labor Council dues set forth in such form and any authorized increases therein, and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Labor Council in accordance with the laws of the State of Illinois. The Labor Council shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

Section 23.2 - Maintenance of Membership

With respect to any employee on whose behalf the Employer receives written authorization in a form agreed upon by the Labor Council and the Employer, the Employer shall deduct from the wages of the employee the dues and/or financial obligation uniformly required and shall forward the full amount to the Labor Council by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Labor Council.

Section 23.3 - Indemnification

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

ARTICLE 24 - DURATION

Section 24.1 - Term of Agreement

This Agreement shall be effective from May 1, 2022, and shall remain in full force and effect until April 30, 2025, and shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party at least sixty (60) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

In witness whereof, the parties hereto have affixed their signatures this ____ day
of _____, 2022.

FOR THE EMPLOYER

Mayor

City Clerk

(SEAL)

FOR THE LABOR COUNCIL

Bargaining Committee

Bargaining Committee

Bargaining Committee

Illinois F.O.P. Labor Council

APPENDIX A – WAGE SCHEDULE

STEPS	Effective 5/1/22	Effective 5/1/23	Effective 5/1/24
Start Pay	\$20.26	\$22.41	\$23.08
6 months	\$21.28	\$23.46	\$24.16
1 Year Base Pay	\$22.26	\$24.47	\$25.20
2 Year Base Pay	\$22.64	\$24.86	\$25.61
3 Year Base Pay	\$23.06	\$25.30	\$26.06
4 Year Base Pay	\$23.44	\$25.69	\$26.46
5 Year Base Pay	\$23.84	\$26.10	\$26.88
6 Year Base Pay	\$24.26	\$26.53	\$27.33
7 Year Base Pay	\$24.63	\$26.91	\$27.72
8 Year Base Pay	\$25.06	\$27.36	\$28.18
9 Year Base Pay	\$25.44	\$27.75	\$28.58
10 Year Base Pay	\$25.84	\$28.16	\$29.00
11 Year Base Pay	\$26.23	\$28.56	\$29.42
12 Year Base Pay	\$26.64	\$28.98	\$29.85
13 Year Base Pay	\$27.06	\$29.42	\$30.30
14 Year Base Pay	\$27.43	\$29.80	\$30.69
15 Year Base Pay	\$27.81	\$30.19	\$31.10
16 Year Base Pay	\$28.26	\$30.65	\$31.57
17 Year Base Pay	\$28.69	\$31.10	\$32.03
18 Year Base Pay	\$29.07	\$31.49	\$32.43
19 Year Base Pay	\$29.46	\$31.89	\$32.85
20 Year Base Pay	\$29.86	\$32.30	\$33.27

Longevity

Employees will be eligible for longevity pay consistent with the Policy of the City of Effingham contained in the City's Personnel Policy Manual.



APPENDIX B – GRIEVANCE FORM

(use additional sheets where necessary)

Date Filed: _____
Department: _____

Grievant's Name: _____
Last First M.I.

Lodge No. / Year / Grievance No.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____
Article(s) and Sections(s) of Contract violated: _____
Briefly state the facts: _____

Remedy Sought: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP ONE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP TWO RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP THREE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP FOUR RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative



APPENDIX C - DUES AUTHORIZATION FORM

**ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCK TOWER DRIVE
SPRINGFIELD, ILLINOIS 62704**

I _____, understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

I, _____, hereby authorize my Employer, _____, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____
Personal E-mail: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction. Please check with your tax preparer regarding deductibility.

Revised 06/28/2018
Post JANUS

**APPENDIX D – JOINT LABOR / MANAGEMENT INSURED BENEFIT COMMITTEE
AGREEMENT**

Joint Labor / Management Insured Benefit Committee Agreement

By and Among

Illinois Fraternal Order of Police Labor Council Telcommunicators

and

The City of Effingham, Illinois.

I. Introduction

The parties to this Agreement have agreed to participate in negotiations as members of the Joint Labor / Management Insurance Committee (the “Committee”) for the purposes of negotiating the plan provisions and funding of the City’s medical, dental, and vision insurance plans (“insured benefits”). The parties understand and agree that Committee participation represents the most effective means to develop and implement cost containment approaches for the management of the City’s insured benefits, while maintaining the quality of the benefits available to employees and their covered dependents.

The City and each signatory Union agree to the format for funding and negotiating plan provisions to meet the budgetary constraints imposed by anticipated costs associated with providing insured benefits to both represented and unrepresented, benefits-eligible City employees. The Committee, comprised of the City’s employees represented by an exclusive representative, the City’s unrepresented employees, the City’s administrative staff agree to develop, maintain, and make periodic changes to the City’s medical insurance plan(s) in a collaborative fashion as outlined under this Agreement.

Having bargained in good faith, the signatory parties agree as follows:

II. General Terms

A. *Scope of Agreement:* This Agreement shall apply to all unrepresented City employees and all employees whose exclusive bargaining representative is a signatory to this Agreement.

B. *Insured Benefits Upon Adoption of Agreement:*

1. Each of the Parties agrees to the terms and conditions of the insured benefits outlined in Exhibit 1, attached hereto. Exhibit 1 reflects all current insured benefits. This agreement supersedes any conflicting provision of any collective bargaining agreement between any signatory Union and the City.
2. The insured benefits set forth in Exhibit 1 will continue unless and until the Committee modifies the insured benefit plan(s) under the procedures in this Agreement. Notwithstanding the terms of this Agreement, any provision of any insured benefit plan that is prohibited, subject to mandatory modification, or otherwise subject to revision as a matter of law, all necessary revisions to the insured benefit plans shall be made as required by applicable law.
3. The provisions of the insured benefits outlined in Exhibit 1 may be modified upon a two-thirds (2/3) vote of the total number of members of the Committee and approved, if necessary (*i.e.*, budget and/or contract approval), by the City Council. Each party shall have the right to discuss all proposed changes with its respective constituent members and seek their input prior to any final vote.

C. *Scope of Each Signatory Party's Authority:* Each party has the full authority of its governing board, membership, local union, international union, and or whatever group or subgroup within its structure that would have the ultimate authority to enter into this Agreement. Each of the signatory parties represents and warrants to each other as an

inducement to enter into this Agreement that it has such authority and that it intends to and does bind itself and each of its members to the terms of the Agreement.

1. For the term of this Agreement, this Committee shall be the exclusive forum for dealing with non-work related health care issues arising under or relating to the insured benefit plans including, but not limited to:

- i. Health plan design and benefit levels;
- ii. Deductibles;
- iii. Co-pays and out-of-pocket costs;
- iv. Premium levels;
- v. Participant eligibility and general coverage;
- vi. Claim levels;
- vii. Appeals.

2. During the term of this Agreement, the parties clearly and unmistakably waive any right to bargain over the subject of the insured benefits, to impose other terms or to strike, and to arbitrate concerning other terms for insured benefits or coverage. The processes set forth in this Agreement shall be the exclusive process by which terms of the health insurance plan shall be formed.

D. *Scope of Committee's Authority:* The Committee, at least forty-five (45) days in advance of the annual insured benefits enrollment deadline, shall:

- 1. Investigate, analyze, develop, and thereafter, make a formal recommendation to the City Council regarding the procurement and administration of fiscally responsible insured benefit plan(s);
- 2. Facilitate the development of educational programs and participant communication regarding the City's insured benefit plans and any changes applied upon annual renewal; and

3. Investigate, analyze, develop, and thereafter, make a formal recommendation to the City Council regarding other initiatives intended to incentivize insured benefit plan participants to live healthier lifestyles and to choose healthcare options that are more effective and produce better results (e.g., wellness programs/initiatives, process changes, plan design changes, cost sharing changes, etc.). The parties agree that a strong program to promote wellness of insured benefit plan participants is important to both improve quality of life for plan participants and control the cost of providing insured benefits. The Committee agrees any recommendation will include a pro-active wellness program.

E. *Compliance with State, Federal, and Local Law:* It is agreed and understood that the City, being a unit of local government, that this Agreement and all actions, procedures, and processes under this Agreement are subject to all of the statutes and ordinances governing the conduct of units of local government including, but not limited to, requirements for bidding and contracting for the provision of goods and the rendition of services, compliance with equal employment opportunity and affirmative action requirements applicable to the City or any other party, and the Illinois Freedom of Information Act (FOIA), unless a valid exception to FOIA applies.

F. *Medical Savings:* Consistent with the purpose of the Joint Committee to implement steps that will achieve a reduction in medical claims costs, the parties agree that any savings generated in such costs that are less than the base line (including the medical inflation cost increases) shall be shared by the City and members of the Committee on a ratio of 50% for the City and 50% distributed pro rata to each signatory employee groups of the Committee.

G. *Committee Composition:* The Committee shall be composed of twelve (12) regular and six (6) alternate members appointed by the parties as follows:

1. Each signatory Union shall each select two (2) regular Committee members and one (1) alternate as representatives of each Union;
2. The City Administrator and Insurance and Safety Coordinator shall constitute the two (2) regular members of the Committee and the City Clerk shall serve as the one (1) alternate representative of the City's administration; and
3. The City Administrator shall select two (2) non-union employees to serve as members of the Committee and one (1) alternate as representatives of the City's non-union employees.

Additionally, the Mayor may participate in Committee proceedings as a voting member. While the Mayor may participate in the Committee's discussions, his/her presence shall not count toward determining a meeting quorum.

H. *Term of Appointment:* Committee members and alternates shall serve for a four (4) year term, unless replaced at the discretion of the appointing party. Recognizing the need for stability, each of the parties and participating groups agree, to the extent practicable, to maintain the same representatives and alternates for the term of this Agreement.

1. Recognizing the importance of the Committee's business, meeting attendance is mandatory. Committee members shall not be absent from more than two (2) scheduled meetings per calendar year, excluding emergencies.
2. If it becomes necessary to permanently replace a designated representative, the affected party will notify the Committee's co-chairs in writing as soon as practicable and not less than five (5) days prior to any regular Committee meeting.

I. *Internal Governance:* The Committee shall determine its own internal structure, including arrangements for subcommittees and chairpersonship of the Committee and any designated subcommittees. Both labor and management shall be represented by co-chairs and within the membership of all subcommittees. The City Administrator shall

serve as a co-chair representing Management. The Labor co-chair shall be elected by a majority vote of Committee members who represent the bargaining units.

J. *Meetings*: The Committee shall meet on a bi-monthly basis or more frequently as needs require. A special meeting of the Committee shall be called upon the demand of any three (3) of the regular members submitted in writing to the Committee's co-chairs.

1. Meetings shall be called with a minimum of ten (10) working days written notice to the members.
2. A quorum for any meeting shall exist when at least nine (9) regular members of the Committee are present, and of those nine (9) there is at least one (1) member from each union-represented bargaining unit and the City's administrative staff in attendance.
3. Regular meetings will be open to all signatories to this Agreement.
4. A designated committee member or the designated alternate (if attending due to the absence of a designated committee member) to the Committee who are employees and who are on duty or scheduled to work during the time of any Scheduled Committee meeting shall be granted time off with pay to attend Committee and subcommittee meetings, but shall provide his/her immediate supervisor with notice of his/her need to be absent from work at least forty-eight (48) hours in advance of each meeting.

K. *Reports of Committee Business*: The Committee's co-chairs shall report the activities of the Committee to the City Council on a bi-monthly basis in either closed or open session, depending on the nature of the report. The Committee shall circulate the minutes of all Committee and subcommittee meetings among Committee members and shall post such minutes in a prominent location designated by the City for review by City employees within ten (10) days of each such meeting.

L. *Recommendation to the City Council:* No later than the first Tuesday of April each year, the Committee's co-chairs shall present the Committee's recommendation to the City Council regarding the insured benefit plan or plans for adoption with respect to the ensuing insured benefit plan year.

1. If the City Council declines to adopt the Committee's recommendation, it shall provide the Committee with a specific list of reasons why the plan or plans recommended by the Committee were not acceptable. Thereafter, the Committee shall meet to address the issues underlying the City Council's decision to decline to adopt the Committee's recommendation.
2. In the event that, after reasonable effort, the Committee is unable to reach agreement on recommended insured benefit plan(s), the Committee may be dissolved either by a 2/3 majority vote of the City Council or upon a majority of regular voting Committee members providing written notice of intent to withdraw from participation to the Committee's co-chairs. If a less than a majority of Committee members seek to dissolve the Committee, the Committee shall continue to function in accordance with this Agreement. In the event the Committee is dissolved, any party to this Agreement may demand to bargain over the issue of health insurance. Until the outcome of such negotiations is determined, the insured benefit plans in place at the time of dissolution shall remain unchanged.

M. *Resolution of Disputes Arising under the Agreement:* The parties agree that should any dispute concerning the interpretation or application of this Agreement arise between any two or more of them that cannot be resolved after good faith conciliation efforts, it shall be submitted to binding arbitration under the Illinois Uniform Arbitration Act. This dispute resolution procedure shall not be applicable to disputes arising from the City Council's legislative decisions regarding the Committee's recommendation(s) or disputes relating

to the operation of any insured benefit plan, any individual claims under an insured benefit plan, or any other disputes arising under any insured benefit plan.

1. To select an arbitrator, the parties to the dispute shall jointly request a statewide panel list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. In addition, each party shall receive the right to strike one entire list. Within thirty (30) days of receiving the panel list, the parties to the dispute shall use an alternating strike process until only one arbitrator's name remains. A coin toss shall be used to determine which party shall strike from the list first. The parties will then jointly notify the arbitrator regarding his or her selection. A hearing will be scheduled for a date, time, and location mutually agreeable to the parties.
2. The parties agree to attempt to arrive at a joint stipulation of facts and issues submitted to the arbitrator. The parties have the right to request that the arbitrator require the presence of witnesses and the production of reasonable and necessary documents under subpoena. City employees called to testify at the arbitration shall be released from work without loss of pay or benefits. All arbitration hearings shall be recorded by a stenographer and a copy of the stenographic transcript shall be provided to the parties and the arbitrator as soon as practicable after the hearing.
3. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement.
4. The arbitrator's award shall be reduced to writing and circulated to the parties within thirty (30) days of the close of the hearing or the submission of post-hearing briefs, whichever is later.
5. Fees and expenses of the arbitrator and the stenographer shall be shared equally by the parties. Each party shall be responsible for the cost of purchasing

its own copy of the transcript, but shall share the cost of providing a copy of the transcript to the arbitrator.

N. *Termination and Renewal:* This Agreement shall remain in full force and effect for a period of four (4) years of the date of execution. This Agreement shall remain in effect from year to year after the expiration date unless one or more of the parties serves written notice of their wish to modify or terminate this Agreement on each other party not more than sixty (60) but not less than thirty (30) days prior to the expiration date.

1. In the event such notice is served, all parties to this Agreement agree to meet within sixty (60) days to begin good faith negotiations for a successor agreement. If no agreement can be reached within one hundred and twenty (120) days after the parties begin good faith negotiations, the parties agree to request the services of a mediator through the Federal Mediation and Conciliation Services (FMCS) in an attempt to reach resolution of the dispute. If the parties fail to negotiate a successor to this Agreement with the assistance of a FMCS mediator, the parties may then pursue interest arbitration to resolve any matters upon which genuine impasse has been reached. Until such resolution procedure is complete and final, this Agreement shall remain in full force and effect, and the Committee shall continue with the full participation from all parties.
2. If the Committee is ever dissolved, any party to this Agreement may demand to bargain over the issue of insured benefits. Until the outcome of such negotiations is determined and until any applicable impasse resolution procedure is complete, the insured benefits shall remain unchanged as of the date of the Committee's dissolution.

For the City of Effingham:

For Fraternal Order of Police Telecommunicators:

4867-9984-3102, v. 2