

CITY OF EVANSTON

AND

ILLINOIS FRATERNAL ORDER OF POLICE

January 1, 2014 – December 31, 2016

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AGREEMENT

This Agreement is entered into by and between the CITY OF EVANSTON, ILLINOIS (hereinafter called the "City") and Illinois Fraternal Order of Police (FOP) (hereinafter called the "Union").

ARTICLE I: Recognition & Representation

The City recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment for employees classified as Police Officers, Telecommunicator, Service Desk Officer I, Service Desk Officer II and Towing Coordinator. The provisions of this Agreement apply to Police Officers, Telecommunicators, Service Desk Officer I, Service Desk Officer IIs and Towing Coordinator unless otherwise individually specified. Thus, the term "employee", unless the context clearly requires otherwise, shall refer to any person who is included in the foregoing bargaining unit represented by the Union; the term "Police Officer" shall refer to only those bargaining unit members who are employed in the Police Officer classification; the term "Telecommunicator" shall refer to only those bargaining unit members who are employed in the Telecommunicator classification; the term "Service Desk Officer I" shall refer to only those bargaining unit members who are employed in the Service Desk Officer I classification; the term "Service Desk Officer II" shall refer to only those bargaining unit members who are employed in the Service Desk Officer II classification, and the term "Towing Coordinator" shall refer to only those bargaining unit members who are employed in the Towing Coordinator classification.

ARTICLE II: Union Membership & Check-Off

Section 2.1: Fair Share. Employees listed in Article I are not required to join the Union as a condition of employment but such employees shall, during the term of this Agreement, pay a service fee in an amount not to exceed eighty-five percent (85%) of the Union dues for one (1) employee, per month, for the purpose of administering the provisions of this Agreement. The Union shall certify such amount and otherwise comply with 5ILCS315/1, et. Seq., in regard to this. Such fair share fees shall be deducted by the City from the earning of the non-members and remitted to the Union in the same manner as voluntary dues.

Should any employee object to paying a fair share fee to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, an amount equal to the employee's fair share shall be paid to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the employee and the Union are unable to agree on the matter, payments in lieu of fair share shall be made to a charitable organization from a list of charitable organizations approved by the Illinois State Labor Relations Board. The Union shall certify to the City the charitable organization to which such payments are to be made, or the employee may elect to make such payments directly to the designated organization, provided that written receipts evidencing payment are supplied to the Union on a monthly basis.

Section 2.2: Check-off of Union Dues. Upon receipt of a signed authorization form from an employee in the form set forth in Appendix A, the City agrees for the duration of this Agreement to deduct from such employee's pay uniform monthly Union dues. The Union will notify the City in writing of the amount of the uniform dues to be deducted. Deductions shall be made on the second City payday of each month and shall be remitted, together with an itemized statement, to the Treasurer of the Union by the 15th day of the month following the month in which the deduction is made.

Section 2.3: Indemnification. The Union will indemnify the City and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of Sections 2.1 and 2.2 of this Article.

Section 2.4: Union Bulletin Board. The City will make a bulletin board available (currently located in the mail room) for the sole use of posting legitimate Union notices that are not inflammatory in nature or endorsements of candidates for elected public office. It shall generally include notices dealing with internal Union affairs and Union-related business or activities. In addition, the Union President/Chief Steward or his designee (i.e., someone who is a Union representative as defined in Section 5.2 of this Agreement) shall be permitted to distribute such Union notices in Department mailboxes of bargaining unit employees. Except as provided in this Section, there shall be no distribution or posting of Union materials of any kind inside City buildings unless the Police Chief or his designee specifically approves same.

Section 2.5: Access to City Premises. Duly authorized Union business representatives and International representatives will be permitted access at reasonable times to the premises of the City for the purpose of handling grievances or otherwise representing employees pursuant to the provisions of this Agreement upon showing proper credentials to the Police Chief or his designee. These business representatives will enter and conduct their business so as not to interfere with City operations. Such right of entry shall at all times be subject to general department rules applicable to non-employees.

Section 2.6: Use of City Facilities and Equipment. With the prior approval of the Police Chief or his designee, the Union may use City office equipment and facilities, provided such approval shall not be unreasonably withheld. Such use shall not take precedence over department needs and any materials used or other costs incurred shall be reimbursed by the Union if requested by the City. The City agrees to provide the Union with one used four-drawer filing cabinet to be kept in the lunchroom or in a location mutually agreed to by the Police Chief and Union President/Chief Steward after the building renovation is completed.

ARTICLE III: No Discrimination

Section 3.1: Gender. The use of the masculine pronoun in this document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

ARTICLE IV: Management Rights

The City shall retain the sole right and authority to operate and direct the affairs of the City and the Police Department in all its various aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement, except as modified in this Agreement, and subject to the City's obligations under the Illinois Public Labor Relations Act. Among the rights retained is the City's right to determine its mission and set standards of service offered to the public; to direct the working forces; to plan, direct, control and determine the operations or services to be conducted in or at the Police Department or by employees of the City; to assign and transfer employees; to hire, promote, demote, suspend, discipline or discharge for just cause, or relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations; to change methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the provisions of this Agreement.

ARTICLE V: Grievance Procedure

Section 5.1: Definition of Grievance. A grievance is a difference of opinion between an employee or the Union and the City with respect to the meaning or application of the express terms of this Agreement, or with respect to inequitable application of the Personnel Rules of the City or with respect to inequitable application of the Rules of the Police Department.

Section 5.2: Union Representation. Up to two (2) representatives of the Union and the Union's legal counsel shall have the right to participate in Steps 3, 4 and 5 of the grievance procedure. Union representative means a steward, business agent, and any other duly elected or appointed Union representative previously designated to the City in writing as a Union representative.

Section 5.3: Grievance Procedure. Recognizing that grievances should be raised and settled promptly, a grievance must be raised at Step 1 within twenty-one (21) calendar days of the occurrence of the event giving rise to the grievance. In the event of a disciplinary grievance, the time for filing a grievance runs from the receipt of the disciplinary action form by the employee.

The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

STEP 1: Written to Immediate Supervisor. An employee or employees, or a Union representative on behalf of an employee or employees, may file a written grievance signed by the affected employee(s) and the Union steward on the Union's grievance form attached as Appendix C. The grievance shall set forth the specific nature of the grievance, the contract provision(s) involved and the remedy sought. The grievance shall be discussed by the employee, accompanied by his Union representative if he so desires, and his immediate supervisor at a mutually agreeable time during the grievant's duty hours within seven (7) calendar days of the filing of the grievance. The immediate supervisor shall answer in writing within seven (7) calendar days of this discussion.

STEP 2: Appeal to Commander or Designee. If the grievance is not settled in Step 1, the employee or Union representative may, within seven (7) calendar days following receipt of the immediate supervisor's answer, appeal the grievance in writing to the Commander/designee. Such grievance must contain the signature of the Union steward. A meeting shall then be held between the Commander/designee and the employee(s) and steward at a mutually agreeable time, generally within seven calendar days. If no settlement is reached at said meeting, the Commander/designee shall give a written answer within seven calendar days after the meeting.

STEP 3: Appeal to the Chief. If the grievance is not settled in Step 2 and the employee or Union representative decide to appeal, the appeal shall be submitted in writing and signed by the Union steward to the Chief within seven calendar days from receipt of the Step 2 answer. The Grievant, up to two Union representatives and the Chief/designee will discuss the grievance at a mutually agreeable time during the grievant's duty hours within seven (7) calendar days of the filing of the appeal. If no agreement is reached in such discussion, the Chief/designee will give his answer in writing within seven (7) calendar days of the discussion. The City may join the Step 3 and Step 4 meetings if it so desires, by having in attendance both the Chief and the City Manager or their designee(s).

STEP 4: Appeal to City Manager. If the grievance is not settled in Step 3 and the employee or Union representative decide to appeal, the employee or Union representative shall, within seven (7) calendar days after receipt of the Step 3 answer, file a written appeal signed by the Union steward to the City Manager. A meeting between the City Manager or his designee, the Grievant and up to two (2) Union representatives will be held at a mutually agreeable time within fourteen (14) calendar days of the filing of the appeal. If no settlement is reached at such meeting, the City Manager, or his designee, shall give his answer in writing within fourteen (14) calendar days of the meeting.

STEP 5: Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration by giving written notice to the City Manager within twenty-one (21) calendar days after receipt of the City's answer in Step 4. The parties shall attempt to agree upon an arbitrator promptly. In the event the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators from Illinois, Indiana or Wisconsin who are members of the National Academy of Arbitrators. The order of striking names from the panel shall be determined by a coin toss. Before striking any names, each party shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his selection by a joint letter from the City and the Union requesting that he set a time and place for hearing, subject to the availability of the City and Union representatives. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him, and his decision and award shall be based solely upon his interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The decision and award of the arbitrator which conforms to his authority shall be final and binding upon the City, the Union and the employee or employees involved. The costs of the arbitration, including the fee and expenses of the arbitrator, shall be divided equally between the City and the Union.

Section 5.4: Time Limits. No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 5.3. If a grievance is not appealed within the time limits for appeal set forth above, it shall be deemed settled on the basis of the last answer of the City, provided that the parties may agree in writing to extend any time limits. If the City fails to provide an answer within the time limits so provided, the employee and/or Union representative may immediately appeal to the next step in accordance with the provisions set forth above.

Section 5.5: Investigation and Discussion. All grievance discussions and investigations shall take place in a manner which does not interfere with City operations. The grievant and any employee Union representative(s) shall be released from duty without loss of pay for the purpose of attending a grievance meeting or arbitration hearing as provided above that is scheduled during their regular hours of work. The Chief Steward and/or designee may request his immediate supervisor for reasonable time without loss of pay to prepare and process grievances in accordance with the foregoing procedure, provided such requests shall not be unreasonably denied. Under no circumstances shall the City be obligated to pay any employee for any time that occurs in whole or part outside of an employee's regularly scheduled hours of work as a result of the provisions of this Section.

Section 5.6: Civil Service. Except as provided in Section 5.7, or with respect to subject matters covered by this Agreement, it is understood that matters subject to Civil Service such as promotion are not subject to this grievance procedure.

Section 5.7: Disciplinary Grievances. Grievances may be filed with respect to the just cause of any disciplinary action taken against an employee. Any grievance concerning a suspension or discharge shall be filed directly at Step 3 of the grievance procedure within ten (10) calendar days of the imposition of discipline.

If an employee is transferred for disciplinary reasons, the employee may grieve the transfer pursuant to the provisions of this Section.

Discharge and disciplinary action shall be subject to review under the grievance procedure up to and including arbitration, provided that oral reprimands may not be appeal to arbitration. Disciplinary actions shall be subject to review under the grievance procedure only. Such review procedures are in lieu of and expressly supersede and preempt the employee notification and appeal procedures of the City Civil Service Commission. Such contractual review procedure shall be the sole and exclusive method of reviewing all disciplinary action.

ARTICLE VI: No Strikes, No Lockouts

The Union, its officers and agents, and the employees covered by this Agreement agree not to instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of operations. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City. The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE VII: Wages & Benefits

Section 7.1: Salary Schedule. The salary schedule effective from January 1, 2014 through December 31, 2016 is attached hereto as Appendix B.

- A. All employees hired on and after the ratification date shall be placed in a newly created salary schedule as detailed in Appendix B. The new schedule shall include 9 pay steps.

Section 7.2: Educational Pay Step Incentive Policy. Effective the first pay period following ratification of this Agreement by both parties, the following educational pay step incentive policy shall be implemented:

a) Employees Hired After January 1, 1998

1. All Police Officers, Telecommunicators, Service Desk Officer Is, and Service Desk Officer IIs hired after January 1, 1998 are eligible for a one step educational pay increase (e.g., a move from Step A1 to Step A) at the completion of their probationary period if they have an earned undergraduate degree from an accredited university or college prior to joining the Evanston Police Department and shall move from Step F to Step G after completion of one year at Step F, if otherwise eligible.
2. All officers, Telecommunicators Service Desk Officer Is, and Service Desk Officer IIs hired after January 1, 1998 are eligible for a one step educational pay increase if they have earned a job related associate or undergraduate degree from an accredited university or college while in the service of the Evanston Police Department. If the job related degree is earned before the employee is in Step G, the employee shall move to the next pay step (e.g., move from Step D to Step E) and shall move from Step F to Step G after completion of one year at Step F, if otherwise eligible. If the job related degree is earned when the employee is in Step F, the employee shall move to Step G after completion of at least one year at Step F.

b) Employees Hired on or before January 1, 1998

Officers and Telecommunicators employed on or before January 1, 1998 will be eligible for an educational pay incentive step increase in the following circumstances:

1. They have an earned associate or undergraduate degree from an accredited university or college prior to joining the Evanston Police Department; in this case they shall receive a one step education pay increase (e.g., a move from Step A to Step C) at completion of their probationary period and shall move from Step F to Step G after completion of one year at Step F, if otherwise eligible, or;
2. Prior to January 1, 1998, while in the service of the Evanston Police Department

they have an earned job related associate or undergraduate degree from an accredited university or college or earned thirty (30) semester hours or forty-five (45) quarter hours of job related university or college credits with a "C" grade or better in courses approved by the Police Chief or his designee from an accredited university or college; if the requisite degree or requisite number of hours is earned before the employee is in Step G, the employee shall move to the next pay step (e.g., move from Step D to Step E) and shall move from Step F to Step G after completion of one year at Step F; if the requisite degree or requisite number of hours is earned when the employee is in Step F, the employee shall move to Step G after completion of at least one year at Step F; or;

3. Prior to January 1, 1998, while in the service of the Evanston Police Department they either had earned one or more university or college credits with a "C" grade or better in courses approved by the Police Chief or his designee from an accredited university or college or were enrolled in such courses and they earn thirty (30) semester hours or forty-five (45) quarter hours of job related university or college credits with a "C" grade or better in courses approved by the Police Chief or his designee from an accredited university or college; if the requisite number of hours is earned before the employee is in Step G, the employee shall move to the next pay step (e.g., move from Step D to Step E) and shall move from Step F to Step G after completion of one year at Step F, if otherwise eligible; if the requisite number of hours is earned when the employee is in Step F, the employee shall move to Step G after completion of at least one year at Step F.
- C. Transcripts: To be eligible for this educational pay step, official transcripts from an accredited university or college must be submitted in a timely manner to the Chief of Police verifying receipt of the applicable degree or completion of approved credit hours with a grade of "C" or better.
- D. Non-Retroactivity & No Pyramiding: There shall be no retroactive application of this educational step incentive policy and there shall be no pyramiding of educational step pay increases.

Section 7.3: Education Stipend. In 2014, employees shall receive an additional annual \$1,000 stipend for a bachelor's degree from an accredited college or university to be paid on the first pay period of April. In 2015, employees shall receive an additional annual \$1,600 stipend for a bachelor's degree from an accredited college or university to be paid on the first pay period of April. In 2016, employees shall receive an additional annual \$1,700 stipend for a bachelor's degree from an accredited college or university to be paid on the first pay period of April.

Section 7.4: Holidays. Holidays shall be as follows:

- New Year's Day
- Dr. Martin Luther King Jr.'s Birthday
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- Memorial Day
- Fourth of July
- Labor Day
- Employee's Birthday
- Three Floating Holidays

If an employee's birthday holiday falls on February 29 (except in leap years) or on another day recognized as a holiday set forth above (excluding floating holidays), the next calendar day shall be recognized as the employee's birthday holiday.

The City agrees that the first three (3) days off in a year (not including sick leave) shall be designated as the floating holidays. For approved days off thereafter, the employee may designate the type of accrued time off to be charged (e.g., vacation, holiday, compensatory time). Compensatory time for holidays will be carried on the Department records as hours rather than days.

When an employee takes an approved day off which falls on a City-designated holiday, the employee may designate the type of accrued time off to be charged (e.g., vacation, holiday, compensatory time). Holiday time for holidays will be carried on the Department records as hours rather than days, in a combined bank with compensatory time as set forth in Section 8.2. At the time of separation from City employment the employee shall receive payment of all accrued but unused holiday time.

Effective March 1, 2010, the maximum number of holiday hours that may be carried over from year-to-year is addressed in Section 8.2(3).

Section 7.5: Vacations. Vacations shall be accrued at the following rates:

- Recruitment through 4th year: 2 weeks
- Fifth year through 6th year: 2 weeks/2 days
- Seventh year through 10th year: 3 weeks
- Eleventh year through 14th year: 3 weeks/2 days
- Fifteenth year through 20th year: 4 weeks
- Twenty-first year: 4 weeks/1 day
- Twenty-second year: 4 weeks/2 days
- Twenty-third year: 4 weeks/3 days
- Twenty-fourth year: 5 weeks

*Employees have a maximum of vacation accrual of two years' earned vacation. At the time of

separation from City employment, the employee shall receive payment of all accrued but unused vacation time.

Section 7.6: Uniform Allowance.

- (a) Effective March 1, 2008, the annual allowance for Police Officers will be \$1,000 and \$850 for Telecommunicators, Service Desk Officer Is, Service Desk Officer IIs, and Towing Coordinator.
- (b) If changes in uniform or new uniform items are mandated by the City, at City initiative, the City shall pay the entire cost of the initial issue of such items; however, if changes in uniform or new uniform items are approved by the City at the request of the Union or of the employees, employees shall be expected to bear the cost of the initial issue of such items out of their annual uniform allotment. If authorized uniform items are damaged in the line of duty (as distinguished from normal wear and tear), the Chief of Police will give reasonable consideration to replacing said damaged uniform items over and above the uniform allowance.
- (c) Except as provided in subsection (d) below, newly hired employees shall be supplied uniform items (including a bullet-proof vest) at no cost to the employee which the Chief of Police determines appropriate. An employee hired April 1 – September 30 of any year shall receive 50% of the uniform allowance set forth in subsection (a) on the April 1 after hire. An employee hired October 1-March 31 of any year shall receive no uniform allowance on the April 1 after hire.
- d) All sworn members hired after December 31, 2009, will be issued a Glock 17 or Glock 19. This pistol will be the sworn member's primary duty weapon. Upon retirement from this agency, the sworn member may be eligible to retain their Glock duty weapon. Eligibility will be determined at time of retirement by the Chief of Police.

Sworn member's issued a Department weapon, are permitted to request an upgrade to a Glock 17 or Glock 19. These older pistols include the Smith & Wesson Model 66 revolver and the Sig-Sauer P226 semi-automatic pistol. A written request to upgrade to the Glock pistol must be submitted to the Chief of Police via the chain of command. Upon retirement from this agency, the sworn member may be eligible to retain their Glock duty weapon. Eligibility will be determined at the time of retirement by the Chief of Police.

- e) When an officer's department issue bullet-proof vest is out of its warranty period, the City will pay a vendor up to a maximum of \$800 for the replacement vest. Upon retirement, an officer shall have the right to keep the vest.
- f) This system will be in place as long as the BJA continues to refund to the City of Evanston 50% of the cost of the vest. Should the BJA Grant be discontinued, this selection of the contract will be re-negotiated.

Section 7.7: Sick Leave.

- (a) The City's sick leave plan shall be continued in effect for the term of this Agreement (accrual of six (6) days for the first full year of employment and twelve (12) days for subsequent full years of employment), with the maximum accrual of 225 days.
- (b) Whenever an employee with ten (10) years or more of service retires or resigns, the employee shall receive, if eligible, payment of all sick days accrued in excess of 25 days to a maximum of 55 days' pay. In order to receive this sick leave payout, the employee must give at least two weeks notice of intent to retire or resign.
- (c) An employee with 75 days of sick leave accrued as of January 1 shall be eligible to receive on or before the following December 31 a payment equivalent to 100% of all sick leave days accrued during that year, but not used during that year, in excess of two (2) days. This means that if an eligible employee uses ten (10) or more days of sick leave accrued in the calendar year, the employee shall have no days of entitlement; uses nine (9) days – one (1) day of entitlement; uses eight (8) days – two (2) days of entitlement; uses seven (7) days– three (3) days of entitlement; uses six (6) days – four (4) days of entitlement; uses five (5) days – five (5) days of entitlement; uses four (4) days; six (6) days of entitlement; uses three (3) days – seven (7) days of entitlement; uses two (2) days – eight (8) days of entitlement; uses one (1) day – nine (9) days of entitlement; uses no days – ten (10) days of entitlement. An employee may choose to direct some or all of this eligible payment to his Section 457 plan, in accordance with the rules governing that plan.
- (d) In the event an employee is killed in the line of duty, neither subsection (b) or (c) of this Section are applicable; provided, however, that the employee's entire accrued but unused sick leave shall be paid to the person(s) designated as beneficiary on the employee's group life insurance, or if there is no designation, as directed by the City.
- (e) An employee who has been off on sick leave for five (5) or more consecutive days may be required to provide a physician's statement documenting the reason for the absence and his fitness to return to work. For use of sick leave less than five (5) consecutive days, the City may require an employee to provide a physician's statement documenting the reason for the absence if the City has cause to believe that an employee is abusing sick leave.

Section 7.8: Longevity Pay. Employees with the years of service indicated below shall receive longevity pay in accordance with the following schedule effective retroactive to January 1, 2014:

Years of Service	Total Longevity Pay Computed as a Percentage of Employee's Salary
10 Years	3%
15 Years	4%
20 Years	5.5%

Section 7.9: Annual Audit. The Police Department will conduct an annual audit of each employee's TA, overtime, vacation days and sick leave days and notify each employee. Employees must sign a receipt for the annual audit. The annual audit will be completed by the Police Department during January and employees will be notified. After receipt of notification, the employee has ten (10) days to file any discrepancies with the Police Department. After this ten (10) day period, the audit shall be considered final.

Section 7.10: Death Benefit. In the event of death of an employee in the line of duty, the City shall pay a death benefit of \$3,000 to the designated group life insurance beneficiary or, if there is no designation, as directed by the City.

Section 7.11: Family and Medical Leave Act. In accordance with the Family and Medical Leave Act, the parties agree to the following:

1. A leave year for purposes of FMLA shall be the calendar year.
2. All employees who meet the applicable hours of work requirement during the preceding twelve (12) month period of employment shall be granted a total of sixty (60) work days of family and/or medical leave during each calendar year for the following reasons:
 - a. The birth of an employee's child and in order to care for the child
 - b. The placement of a child with an employee for adoption or foster care
 - c. To care for a spouse , child, parent or parent-in-law who has a serious health condition
 - d. A serious health condition that renders the employee incapable of performing the functions of his or her job.
3. Notice of Leave: If the need for Family Medical Leave is foreseeable, the employee shall give the City at least thirty (30) days prior written notice if possible. Failure to provide such notice may be grounds for delay of leave. Where the need for leave is not foreseeable, the employee shall notify the City as soon as practicable, generally within one (1) to two (2) business days of learning of the need for leave.
4. FMLA leave for employee's own serious health condition: An employee who has a serious health condition must first use any or all of his accrued sick leave. If an employee has used up all his accrued sick leave, the employee will be placed on FMLA leave on an unpaid basis. The employee may choose to use accrued vacation, holiday and/or compensatory time during the FMLA leave. If an employee is unable to return to work at the conclusion of the FMLA, employment will be terminated, unless otherwise prohibited by law.
5. FMLA leave for an immediate family member with a serious health condition: An employee may request FMLA leave to care for an immediate family member (as defined by the FMLA) with a serious health condition. The employee may choose to use accrued vacation, holiday and/or compensatory time for some or all of the FMLA.

If the employee does not have sufficient accrued vacation, holiday or compensatory time for the FMLA the balance will be on an unpaid basis. The employee must return to work at the completion of the FMLA, or his employment will be terminated.

6. FMLA leave due to the birth of a child, placement of a child for adoption or foster care: An employee who gives birth must first use FMLA; within this classification she must first use a minimum of 6 weeks of accrued sick leave (or until her sick accrual bank is down to 80 hours) to the extent her condition qualifies as a serious health condition under the FMLA. After that, the employee will be placed on FMLA leave and may choose to use vacation, holiday and/or compensatory time to substitute for any or all of the FMLA. The employee must specify in advance the amount of vacation, holiday and/or compensatory time to be used. The employee must return to work at the conclusion of the FMLA leave, unless she is medically unable to return to work. In such cases, the conditions specified in subsection 4 above shall apply.

Employees not giving birth who use FMLA leave following the birth of a child or placement of a child for adoption or foster care may request FMLA leave. The employee may choose to use up to three (3) days of accrued sick leave as part of such leave, and accrued vacation, holiday and/or compensatory time for some or all of the remaining FMLA. If the employee does not have sufficient accrued vacation, holiday and/or compensatory time for the full FMLA, the balance will be on an unpaid basis. The employee must return to work at the completion of the FMLA, or his employment will be terminated.

7. During FMLA leave, seniority shall continue to accrue regardless of whether the employee is in pay status or not.
8. All fringe benefits will be continued in the same manner as if the employee were working as long as the employee continues in pay status. During any time on unpaid FMLA leave the City will continue to pay its share of the cost to maintain insurance coverage for full-time employees who have worked at least 1,250 hours over the preceding twelve (12) month period. If the employee fails to return to work at the conclusion of a FMLA leave, the employee shall repay to the City the premiums paid on the employee's behalf to maintain insurance coverage while on unpaid FMLA leave unless the reason the employee does not return to work is because of (1) retirement under applicable pension plan (Downstate Pension Fund or IMRF), (2) the continuation, recurrence or onset of a serious health condition that would otherwise entitle the employee to leave under the FMLA, or (3) circumstances beyond the employee's control.
9. The employee must provide medical certification to support the request for leave because of a serious health condition, a fitness for duty report to return to work, and may be required to provide a second or third opinion at the City's expense. Employees on FMLA leave must notify the City in writing at least ten (10) working days prior to when they wish to return to work, so that arrangements for a fitness for duty report, if required, may be made efficiently.

Section 7.12: Retirement Health Savings Plan. The City and the Union have agreed to establish a Retirement Health Savings Plan effective January 1, 2015 with the ICMA-RC or other plan provider that is mutually agreed upon between the Union and the City for employees covered by this agreement. The plan design and employee options are as shown in Appendix D. In the event of any conflict between Appendix D and the plan, the terms of the plan shall control.

ARTICLE VIII: Hours of Work & Overtime

Section 8.1: Work Period. There shall be a 14-day work period for Police Officers (seven days for Telecommunicators, Service Desk Officer Is, and Service Desk Officer IIs) for the purposes of computing overtime pay. The normal work day for patrol officers is eight and one-half (8 ½) hours, including a 30-minute unpaid lunch period. The City will assume any liability for any Police Officer injured during the unpaid lunch period, in the same manner that the City is liable if the Police Officer is injured during a paid on-duty period. The City will not assume liability for any officer injured during any unpaid period unless the injury results from line-of-duty responsibilities. In the event an officer injured during an unpaid lunch period and the injury does not result from line-of-duty responsibilities, the City will use its best efforts to provide the officer light duty work, if requested (such requests not to be unreasonably denied), as if he had received a line-of-duty injury.

The City shall post work schedules showing shifts, work days and work hours to which the employees are assigned at least thirty (30) days in advance. Employees will be afforded at least 72 hours notice of any changes in the work schedule, except for emergencies.

Section 8.2: Overtime. When Police Officers are ordered to report for work which is in addition to the Officer's scheduled shift, the Officer shall either be paid time and one-half or receive compensatory time at time and one-half (at the employee's option) for all such hours. Straight time hourly rate of pay shall be determined by dividing the annual salary by 2080. The following special rules apply:

1. Canceling Day Off: When the City cancels an employee's day off for field operational needs, the employee shall be paid double time for all hours worked on said day. (It is understood that if the City cancels any portion of an employee's time off on a City holiday, either the observed or the actual holiday will be treated as double time hours, but not both.)

If the City cancels an employee's previously approved TA (for field operational needs) within 7 days of the scheduled day off, the employee shall be paid double time for all hours worked on that day. If the City cancels an employee's previously approved TA more than 7 calendar days in advance, the employee will be paid time and one-half for all hours worked, with a minimum of four hours.

If the employer, due to operational needs, must cancel previously granted time-off requests, the employer must put the cancellation of the time-off request in writing on a form provided by the department, and provide that written cancellation to the officer before the scheduled day-off. The reason for the cancellation or the cancellation itself is at the discretion of the Chief or his designee and is not subject to the grievance procedure, unless subject to another provision of this agreement.

2. Training: Training is defined as all school, seminars and conferences with the exception of recruit school and entry level training.

Training requested by an employee on a regular day off, including recertification or refresher for special assignments (e.g., FTO, ET) will be compensated with a Worked Day Off (WDO), of eight hours.

Training ordered by the supervisor or the department on a regular day off, including the departmental in-service training, will be compensated with WDO at the rate of time and one-half (twelve hours).

Usage of WDO hours accrued due to training must occur within 90 days from the date earned, and can be taken in a minimum of four hour blocks within that 90-day period.

If an officer is ordered to school and scheduled for a regular working day, and then requests a rescheduling to a regular day off, the training will be considered as requested training by the officer and compensated as a WDO at straight time.

An officer scheduled on a regular day off for training which is a result of a disciplinary action will be compensated as a WDO on a straight time basis. Every effort will be made to schedule such training on a regular work day.

3. Compensatory Time Rules. (See related MOU for clarification) Compensatory time which accrues shall be granted as time off pursuant to employee requests. The Department will make good faith efforts to schedule time off, consistent with the needs of the Department.

Effective March 1, 2010, the maximum combined compensatory and holiday time accumulated shall be 500 hours for Police Officers and 440 hours for Telecommunicators, Service Desk Officer Is, and Service Desk Officer IIs provided, however, any employee who as of March 1, 2010, has more than the applicable hours limit shall not lose the hours in excess of the limit (500/440) but any such employee shall not be entitled to earn compensatory time or carry over any additional holiday hours until the number of hours in said employee's bank drops below the applicable limit (500/440).

Effective on or before February 28th of each year, any holiday hours accrued during the preceding twelve months (i.e. from January 1st through December 31st) but not used above the applicable maximum limit (500/440 hours or the grandfather limit if applicable) shall be paid. The gross amount of the payment shall be based on the employee's then current normal hourly rate of pay. Each employee shall have the following options concerning such payment:

- a. Paid into the employee's Section 457 account up to the maximum extent allowed by IRS. If the amount exceeds the maximum contribution allowed by IRS, the amount in excess of the maximum shall be paid to the employee, less applicable deductions; or
- b. If the employee has a Section 457 account but elects to not have any amount paid into his/her Section 457 account or to have less than the full amount paid into his/her Section 457 account, paid the full amount or the amount that is not

- paid into the employee's Section 457 account, whichever is applicable, less applicable deductions; or
- c. If the employee does not have a Section 457 account, paid the full amount, less applicable deductions.

Effective March 1, 2011, an employee may request a payout of up to 120 hours per year from accumulated compensatory/holiday time, which may be in addition to the annual payout for holiday hours over the applicable limit. Requested payouts will be based on a first come, first served basis and simultaneous requests will be based on seniority. Payouts are subject to annual available funding set by the Chief of Police. Any payouts of banked hours will reduce the overall grandfathered accrual limit, in the event the employee was above the applicable maximum limit (500/440) as of March 1, 2010.

IMRF Compensation Annual Change Limits - On August 26, 2011, the governor signed Senate Bill 1831 (Public Act 97-0609). Provisions that are included in both P.A. 97-0609 and prior Public Acts are not described here, but can be found in General Memoranda 617 and 618.

This IMRF Statute change impacts the City on behalf of FOP members in the IMRF as follows:

- A. Employers are required to pay that portion of the present value of a pension attributable to earnings increases exceeding the greater of 6% or 1.5 times the increase in the CPI-urban ("Accelerated Payment")
- B. Employers are required to request a "Pension Impact Statement" from IMRF before increasing the earnings of certain members by 12% or more

FOP IMRF member payouts that result in an increase of 12% or more from the previous year will be subject to section 4B above. The City may request a labor management meeting to discuss the impact of any payouts that exceed either 4A or B above

1. Hireback: When an officer is hired back, there shall be a minimum pay guarantee of four (4) hours' pay at time and one-half.
2. Canceling a Cancellation: If an employee's scheduled day off is canceled (i.e., the employee is directed to work) and thereafter the cancellation is canceled (i.e., the employee is directed to not report for work), the employee shall be paid for one-half of the hours that the employee was originally scheduled to work on said day at time and one-half.

Section 8.3: Court Pay. An employee who is required to appear for off-duty court appearance shall receive time and one-half for all hours actually worked or a minimum guarantee of four (4) hours' pay at straight-time, whichever is greater, under the following situations:

1. Morning Court Call: Employee on afternoon shift, midnight shift or on a day off;

2. Afternoon Court Call: Employee on midnight shift, or on a day off or on an afternoon shift which begins at or after 4:00 p.m.; and
3. Afternoon Court Call: If the employee is on an afternoon shift which begins before 4:00 p.m., the court hour minimum shall not be applicable, but the employee shall receive time and one-half pay until the beginning of the shift, even if the court appearance ends before the beginning of the shift.

An employee shall not be eligible for more than one minimum guarantee of four (4) hours per day. In the event it is necessary for an off-duty officer to come to the station in order to obtain evidence for the court appearance, that officer will receive an additional half hour before and after court for travel time.

An employee who is eligible for court pay under this Section may elect to receive compensatory time, in lieu of pay, at the same rate as the employee would have received court pay, subject to the compensatory time limits set forth in Section 8.2(4).

Section 8.4: No Pyramiding. Overtime shall not be paid twice for the same hours worked.

Section 8.5: Emergency Standby Pay. Whenever the Chief of Police or his designee places an employee on emergency standby outside of regular work hours and requires the employee to stay at home, all such time shall be paid as overtime under Section 8.2 Overtime. There shall be a minimum pay guarantee under this Section of two (2) hours' pay at time and one-half.

Section 8.6: Hearings/Investigations. An employee and a bargaining unit Union representative who attend any of the following proceedings during off-duty time shall receive time and one-half pay for time spent in the proceeding, with a minimum of one hour's pay at time and one-half:

1. pre-disciplinary hearing;
2. OPS investigation; and
3. (c) Accident Review Board hearing.

There shall be no pay, however, if at the employee's request the proceeding is continued or rescheduled to a later date. Pay under this Section does not apply to witnesses. It is understood that when an employee requests a Union representative, that representative shall be an on-duty steward. If an employee or the Union requests a representative who is off duty to be present at such meetings, that representative will not be compensated without prior approval of the Chief of Police or his designee.

Section 8.7: Telecommunicator. In the event a Telecommunicator works overtime on a voluntary basis, the employee will be paid time and one-half the employee's regular straight-time rate for all hours worked. In the event there are no volunteers and the Department orders a Telecommunicator to work overtime, the employee will be paid double-time the employee's regular straight-time hourly rate for all hours worked, with the following exception: when a Telecommunicator is ordered in off of the on-call list the Telecommunicator will be paid at the rate of time and one-half.

8.8: Service Desk Officer I. Service Desk Officer Is will work an 8.5 hour day which includes a one half (0.5) hour unpaid lunch period; this is payroll neutral meaning that if a lunch period is

not taken the Desk Officer will not receive compensation. The ratio of days worked to days off will follow the 5-2 schedule. The Service Desk Officer I will have an early morning start and a mid-morning start. SDO Is work 2080 hours per year.

8.9: Service Desk Officer II. Effective August 3, 2009, the eight (8) hour workday for a Service Desk Officer II (SDO II) changed to an eight and one half (8.5) hour workday which includes a one half (.5) hour paid lunch period. The ratio of days worked to days off will follow the 5-2, 5-3 schedule.

1st Detail 2215 through 0645

2nd Detail 0615 through 1445

3rd Detail 1415 through 2245

This schedule is payroll neutral; meaning that if a paid lunch period is not taken the desk officer will not receive compensation. Lunches will be available for Service Desk Officer IIs working shifts staffed with more than two SDO IIs.

SDO IIs are to work 2080 hours per year. If the calculation for the number of hours worked for an individual is in excess of 2080 for the year, the SDO II will receive time off to offset the surplus. If the SDO II does not receive the surplus time off prior to January 1 of the following year, he/she is to receive the additional hours worked as either cash or compensatory time at the overtime rate of one and one half (1.5). If the calculation for the number of hours worked for an individual SDO II is below 2080 for the year, the individual will owe the City the number of hours he/she is short. That number will be deducted from one or any combination of the SDO II's compensation, vacation or holiday accounts and will be decided upon by the individual.

Article IX: Insurance

Section 9.1. City Group Life Insurance.

- (a) The City group life insurance program shall be continued in effect for the term of this Agreement. Effective June 1, 2000, the City shall pay the full cost of such insurance for employees who are enrolled in the City's term life insurance program.
- (b) An employee who is eligible for group life insurance under subsection (a) of this Section shall have the option to elect additional optional life insurance which may be offered by the City's insurance carrier (under the rules of that carrier) so long as the employee pays the entire premium, which may change from time to time. The election and/or continuation of optional insurance is solely an employee's individual decision.

Section 9.2: City Group Health Insurance Plans.

- (a) Effective January 1, 2014, and for the term of this Agreement, employees may participate in one of the below medical insurance plan(s) maintained by the City. If the City determines that one of these plans shall no longer be in effect, or if the City adds a new plan, employees shall have the right to switch to another plan on a non-medical basis under rules established by those plans.

	PPO I	PPO II	HMO IL & BA
Deductible (sin/fam)	\$350/\$1,050	\$500/\$1,000	n/a
Coinsurance (in/out network)	100%/70%	80%/0%	n/a
Office Visit Copay	\$25	\$25	\$25
ER Copay	\$100	\$75	\$100
Prescription Drug copay (30 day)	\$10/\$25/\$40	\$10/\$20/\$35	\$10/\$25/\$40
Prescription Drug copay (90 day)	\$20/\$50/\$80	\$20/\$40/\$70	\$10/\$25/\$40

- (b) Effective January 1, 2014, health Insurance Contributions made by employees will be based on a percentage of funding premiums that will be set by 10/1 of each year. Increases to union member contributions will be limited to a 10% increase. If the total funding premium increases by more than 10% in a given year, the union member contribution for the following year will be capped at a 10% increase. For all subsequent years union member premiums will continue to increase within the cap in order to "catch up" to the originally agreed upon percentage contribution rates. Effective January 1, 2014 employees covered by these plans will contribute the following percentage (%) of total premium cost, which shall be deducted from their employee paychecks:

<u>Tier</u>	
Employee	10%
Employee+1 or 2 children	8%
Employee+ Spouse/DP	9%
Family	10%

The contribution amounts for the Employee + 1 or 2 children and Employee + Spouse/DP tiers will be calculated as a percentage of the total family premium cost.

- (c) Employees may enroll in the dental insurance program available to all City employees, as long as the employee pays the entire premium.
- (d) An employee who retires during the term of this Agreement and is eligible for an immediate or deferred pension under the Police Pension Fund or an immediate pension under the Illinois Municipal Retirement Fund, may elect employee-only or family coverage under the City's Medical Insurance Plan by paying the entire group premium cost, which may increase from time to time. Payment shall be by means of deduction from the pensioner's Police Pension Fund check or by means of deduction from the pensioner's IMRF pension check or by direct billing if the employee is covered by the Illinois Municipal Retirement Fund.
- (e) During the first year of this Agreement, the City and the Union will establish a Medical Insurance Cost Containment Committee. The Committee shall include 3 representatives of the Union, and 3 representatives of the City. Alternatively, in the event that at some point the City establishes a City Medical Insurance Cost Containment Committee, the Union shall instead be provided equal representation on that committee along with all other participating bargaining unit and/or employee groups.

The purpose of the Committee is to review medical insurance coverage options, including cost saving revisions to existing coverages, provision of new or replacement benefits and the like. Prior to making any changes to the City's medical insurance program, the City will review the proposed changes with the Committee in place at the time and review any comments made by members of the Committee. The City will notify the Union of any changes made by the City to the City's medical insurance program 30 days prior to the effective date of such changes. The City will notify the Union of any changes made by the providers of the City's medical insurance program within 15 days of receiving such notice from the provider.

In the event, however, the City exercises the right to change insurance carriers for part or all of the life/medical insurance program or to self-insure any or all said programs, benefits levels shall remain substantially the same.

In the event, however, that City instituted changes are such that overall benefit levels are no longer reasonably comparable to those which predated the changes, the Union shall have the right, within thirty (30) days of the insurance changes taking effect, to demand impact and effects bargaining over the City's changes by so notifying the Director of Human Resources in writing. The parties shall then promptly meet and negotiate in good faith over the impact and effects of the changes. The pendency of impact and effects negotiations, however, shall not delay the institution of changes.

If the parties fail to reach agreement over impact and effects, either side may invoke arbitration to resolve the dispute according to the procedure of Step 5 Arbitration of this Agreement (Section 5.3), except that the arbitration shall be an interest arbitration

conducted according to the provisions of the IPLRA as applicable, and the arbitrator shall determine the dispute by applying the interest arbitration provisions of the IPLRA, and the parties' rights during and after the arbitration shall be as provided in the IPLRA.

- (f) Employees who elect to drop medical coverage, because that employee is covered by another group plan, shall receive an annual payment from the City of \$1,800 per year.

Section 9.3. Line of Duty. In the event an employee with dependent medical coverage is killed in the line of duty, the employee's spouse shall receive dependent medical coverage applicable to other employees covered by this Agreement, which may change from time to time, paid for by the City. The coverage under this Section shall continue until remarriage, until the spouse is eligible for Medicare or until the spouse is covered by that spouse's own group medical insurance plan (i.e., if the spouse is employed), whichever occurs sooner.

Section 9.4: Medical Insurance – Line of Duty Disability. In the event an employee is absent from work because of line of duty disability, the City shall pay the entire group medical insurance premium for the duration of the employee's line of duty disability, but not beyond the date that an employee retires or ceases to be an employee.

Section 9.5: Section 125 Plan. The City will continue to offer a Section 125 Plan for employee contributions under this Article.

ARTICLE X: Labor Management Meetings

Section 10.1: Meeting Request. The Union and the City agree that in the interest of efficient management and harmonious employee relations, quarterly Labor-Management meetings will be held. The Labor-Management Committee shall include three employees covered by this Agreement appointed by the Union and three representatives appointed by the Chief of Police. Such quarterly meetings may be requested by either party by placing in writing a request to the other for a "labor-management meeting" and expressly providing the agenda for such meeting. Labor-management meetings shall be set at a mutually convenient day. Such meetings shall be limited to:

1. Discussion of the implementation and general administration of this Agreement;
2. A sharing of general information of interest to the parties, including departmental operational matters affecting employees; and
3. Notifying the Union of changes in conditions of employment contemplated by the City which will affect employees.

The parties agree to meet in good faith and exercise their best efforts to submit recommendations for approval by the Chief of Police.

Section 10.2: Content. It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management meetings" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be conducted at such meetings. The Labor-Management Committee shall keep summary minutes of labor-management meetings, which shall be initialed by the parties and made available for distribution to employees covered by this Agreement.

Section 10.3: Attendance. Attendance at labor-management meetings shall be voluntary on the Union Officer's part. If the parties agree to schedule a meeting during an employee's regular straight-time shift, the Union Officer shall be compensated for time lost from the normal straight-time work day.

ARTICLE XI: Seniority, Layoff & Recall

Section 11.1: Definition of Seniority. Seniority shall be based on the length of time from the last date of beginning continuous full-time employment as a sworn Police Officer, as a non-sworn Telecommunicator, Service Desk Officer I, Service Desk Officer II or Towing Coordinator in the Police Department of the City, plus periods of prior service as a sworn Police Officer or non-sworn Telecommunicator, Service Desk Officer I, Service Desk Officer II or Towing Coordinator if rehired in such capacity. Seniority shall not accrue during any unpaid absence (e.g., approved unpaid leave of absence, suspensions, etc.) in excess of thirty (30) consecutive calendar days and in such event the employee's seniority date shall be adjusted accordingly.

Section 11.2: Probationary Period. All new employees shall be considered probationary employees until they complete a probationary period of eighteen (18) months. The City may, for reasonable cause, extend the probationary period for up to an additional six (6) months. During an employee's probationary period the employee may be suspended, laid off, or terminated at the sole discretion of the City. Probationary employees are eligible for membership in the Union and are covered by this Agreement, but no grievance shall be presented or entertained in connection with the suspension, layoff, or termination of a probationary employee.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his last date of hire with the City in a position covered by this Agreement.

Section 11.3. Seniority List. The City shall prepare and provide the Union with a seniority list within thirty (30) days of the signing of this Agreement by both parties. Thereafter, on or before May 1 and November 1 each year, the City will provide the Union with a seniority list setting forth each employee's seniority date. It shall be the responsibility of employees to bring to the attention of the City any errors in the seniority list within thirty (30) calendar days after the Union's receipt of the list.

If two or more Police Officers, two or more Telecommunicators, two or more Service Desk Officer Is, two or more Service Desk Officer IIs, or two or more Towing Coordinators have the same date of hire (or adjusted date of hire) who are hired after the date that this Agreement is signed by both parties, any such ties shall be broken by ranking the employees according to the date on which they submitted written applications for employment and, if necessary to break any remaining ties, by coin toss.

Section 11.4. Layoff and Recall. In the event of layoff of employees covered by this Agreement, the least senior employee or employees in the affected classification (Police Officer, Telecommunicator, Service Desk Officer I, Service Desk Officer II or Towing Coordinator) shall be laid off.

In the event of recall, employees within the affected classification (Police Officer, Telecommunicator, Service Desk Officer I, Service Desk Officer II or Towing Coordinator) shall be recalled in the reverse order of layoff, with notification being provided via certified mail to the last address provided by the employee. The employee must within three (3) calendar days of receipt of the notice of recall, notify the City of his intent to return to work on the date

specified for recall and shall thereafter return to work on that date, provided that if the report date is less than five (5) calendar days from the employee's acceptance of the recall, the employee shall have up to five (5) calendar days to report. If the employee has accepted other employment during the period of layoff, the date of return to work may be extended for the period of notice the employee is required to give the other employer if such period does not exceed two (2) weeks. A laid off employee who is recalled shall have the right to decline recall and remain on layoff status if the anticipated period of employment is two (2) weeks or less.

Section 11.5. Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes if the employee:

- a) Quits, provided that if rehired within twelve months of date of termination in the same position previously held (sworn Police Officer or non-sworn Telecommunicator, Service Desk Officer I, Service Desk Officer II or Towing Coordinator), the employee will be credited with the prior period of continuous service in the position previously held and shall not serve a re-employment probationary period. If the employee is rehired more than twelve months after the date of termination in the same position previously held, the employee will be credited with the prior period of continuous service in the position previously held once a six-month re-employment probationary period is successfully completed.
- b) Is discharged for just cause (probationary employees without cause);
- c) Retires, provided that Police Officers considered to have "retired" for the purposes of obtaining a disability pension will be credited with the prior period of continuous service as a Police Officer if they are certified as physically fit to return to work and they return to work and shall not be considered probationary employees if they previously completed their probationary period;
- d) knowingly falsifies the reason for a leave of absence;
- e) fails to report to work at the conclusion of an authorized leave of absence or vacation;
- f) Is absent for two (2) consecutive working days without notifying the City.

Subsections (d), (e) and (f) shall not be applied arbitrarily or capriciously. Further, employees who establish that their absence under Subsection (e) or their failure to notify under subsection (f) was due to circumstances beyond their control shall not be terminated under this Section.

ARTICLE XII: General

Section 12.1: Equipment and Safety Committee. There shall be an Equipment and Safety Committee comprised of two employee members selected by the Union and two members selected by the City. The parties shall submit written notification of the names of Committee members and any change in names. The Committee shall meet at agreed-upon intervals. Time lost from the regular straight-time work day at Committee meetings shall be compensated. The Committee shall discuss the selection and maintenance of Police Department vehicles, radios and related equipment, as well as such other matters pertaining to equipment and safety as may be mutually agreed upon. The Committee shall report to the City Manager from time to time regarding resolved and unresolved issues. The City Manager shall review reports received and respond within thirty (30) days, making a good faith effort to resolve any outstanding issues.

Section 12.2: Evidence Technician, Field Training Officer, Range Officer, Accident Investigator, Breathalyzer Operator.

An employee who is assigned by the Police Department to perform duties as evidence technician, field training officer, range officer, accident investigator, or breathalyzer operator who has performed the duties of that assignment for three or more consecutive years, may file a written request for removal from this assignment. This request will be granted by the Department so long as the employee gives six (6) months' advance written notice. An employee removed from an assignment under this Section will not be reassigned to that assignment for a period of two (2) years.

Telecommunicator Service Desk training officers shall receive additional compensation for service as a Training Officer, as follows: Telecommunicators 2 hours for each 12 hour training day. Service Desk Officers will receive 1.5 hours of comp time for each 8 hour training day. Police Officer training officers shall receive 1.5 hours of compensatory time for each day worked in the training officer capacity.

Section 12.3: Firearms. The City will supply practice/qualification ammunition for semi-automatic weapons in quantities which the Police Department determines are appropriate.

Section 12.4: Fitness Incentive. Effective March 1, 2012, Police Officers, Telecommunicators, Service Desk Officer I, and Service Desk Officer IIs may voluntarily participate in a physical fitness examination as determined by the Chief (with input from the Union), and administered by the Police Department. If the employee (Department Representative) passes the exam, he will be paid a lump sum of \$500 as an incentive to maintain physical fitness. Telecommunicators, Service Desk Officer I, Service Desk Officer IIs, and Towing Coordinator may also participate in this incentive with the same level of benefits as the Police Officers.

Section 12.5: Drug and Alcohol Testing. Drug and Alcohol testing of employees shall be conducted according to the processes detailed in Evanston Police Department General Order 4.4 effective May 1, 2014.

ARTICLE XIII: Termination & Legality Clauses

Section 13.1: Savings. If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 13.2: Entire Agreement. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining on any subject, whether included in this Agreement or not, for the term of this Agreement.

Section 13.3: Term. This Agreement shall become effective January 1, 2014 and shall terminate at 11:59 p.m. on December 31, 2016. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than forty-five (45) days prior to the anniversary date. Any unresolved dispute over the terms of a successor collective bargaining agreement shall be handled in accordance with Section 14 of the IPLRA, except that the interest arbitrator shall be selected in accordance with the arbitrator selection procedure set forth in Article V of this Agreement.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached.

Executed this _____ day of April, 2014, after receiving approval by the City Council and after ratification by the Association membership.

FOP:

City of Evanston:

Joe Kalita
IFOPLC

Wally Bobkiewicz
City Manager

Russ Brown
President, FOP

Martin Lyons
Assistant City Manager/CFO

Larry Miller
Treasurer, FOP

Edwin Gregory, II
Sergeant at Arms, FOP

APPENDIX A: Dues Authorization Form

DUES AUTHORIZATION FORM

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
974 CLOCKTOWER DRIVE
SPRINGFIELD, IL 62704

I, (print) _____, do hereby authorize my employer (print) _____, 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 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 named hereinabove 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: _____

Signature: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Employer, please remit all dues deductions to:

**Illinois FOP Labor Council
Attn: Accounting
974 ClockTower Drive
Springfield, IL 62704**

(217) 698-9433

Dues remitted to the Illinois FOP 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.

APPENDIX B: Annual Salary Schedule

Classification	Pay Grade	Step	1/1/2014	1/1/2015	1/1/2016
	P28	A1	58,250	59,822	61,438
	P28	A2	60,725	62,364	64,048
	P28	A	63,306	65,015	66,771
	P28	B	67,280	69,096	70,962
Police Officer	P28	C	69,846	71,732	73,669
	P28	D	72,786	74,751	76,769
	P28	E	75,831	77,878	79,981
	P28	F	81,547	83,749	86,010
	P28	G	84,803	87,093	89,444
	P26	A1	51,867	53,267	54,705
	P26	A2	54,072	55,532	57,031
	P26	A	56,370	57,892	59,455
	P26	B	59,628	61,238	62,891
Telecommunicator	P26	C	61,931	63,603	65,320
	P26	D	64,390	66,129	67,914
	P26	E	66,536	68,332	70,177
	P26	F	71,382	73,309	75,289
	P26	G	73,659	75,648	77,691
	P24	A1	41,197	42,309	43,452
	P24	A2	42,948	44,108	45,298
	P24	A	44,773	45,982	47,223
Service Desk	P24	B	47,235	48,510	49,820
Officer II	P24	C	49,086	50,411	51,772
	P24	D	50,992	52,369	53,783
	P24	E	52,743	54,167	55,630
	P24	F	56,318	57,839	59,401
	P24	G	58,144	59,713	61,326

	P23	A1	36,727	37,719	38,737
	P23	A2	38,287	39,321	40,383
	P23	A	39,915	40,993	42,100
Service Desk	P23	B	41,558	42,680	43,832
Officer I (311)	P23	C	43,343	44,513	45,715
	P23	D	45,175	46,394	47,647
	P23	E	47,030	48,300	49,604
	P23	F	48,930	50,251	51,608
	P23	G	50,891	52,265	53,676
	P25	A1	46,920	48,186	49,487
	P25	A2	48,913	50,233	51,590
	P25	A	50,992	52,369	53,783
Towing	P25	B	52,080	53,486	54,930
Coordinator	P25	C	53,985	55,443	56,940
	P25	D	56,237	57,755	59,315
	P25	E	58,513	60,093	61,716
	P25	F	60,978	62,624	64,315
	P25	G	63,700	65,420	67,187

***All salaries reflect the following increases:**

Effective January 1, 2014: 3% (increase is retroactive for members in the unit at the time of ratification and all persons who retired since the expiration of the last agreement)

Effective January 1, 2015: 2.7%

Effective January 1, 2016: 2.7%

Off-Duty Details: \$38.00 per hour with three (3) hour minimum (\$38.00 per hour for CTA detail) except where a different rate is agreed upon and accepted by the Police Officer working the detail and approved by the Police Chief. All new special details shall be paid at a rate of \$40 per hour with a three (3) hour minimum. Whenever feasible, all off-duty details will be posted. If any off-duty details are canceled within less than 24 hours notice to the Officer, the Officer shall receive the three-hour minimum pay. If the CTA grant covering CTA details is increased, the Police Chief shall give consideration to increasing the hourly rate for such details.

APPENDIX C: Grievance Form

 GRIEVANCE (use additional sheets where necessary)	Date Filed: _____	Lodge No. / Year / Grievance No.	
	Department: _____		
	Grievant's Name: _____ Last First M.I.		
	STEP ONE		
	Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____		
	Article(s) and Sections(s) of Contract violated: _____, and all applicable articles.		
	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		

APPENDIX D: Retirement Health Savings Plan

The City and the Union agreed to establish a Retirement Health Savings Plan for employees covered by this Agreement, effective TBD.

APPENDIX E: Comp/Holiday Time Maximum Accruals

Comp/Holiday Banks Grandfathered in as of March 1, 2010	
Employee Name	Grandfathered Hours
Benoit, Kyle	530.75
Bernhardt, Heidi	740
Brown, Russell	779
Buell, Mark	548.25
Carter, Kenneth	808.75
Cepiel, David	515.75
Davis, Larry	550.75
Devine, Thomas	1109.5
Devroy, Jeffery	720.25
Faison, Jeffery	842.5
Gonzalez, Efrain	676.75
Gonzalez, George	632
Hart, Jodie	567.25
Leeson, Gerard	541.25
Levy, Gil	618.5
Lopez, Lance	767.25
Miller, Larry	592.5
Miller, Mario	659.25
Mokos, Daniel	763.5
Ostap, Anna	517
Samson, Stanley	704.25
Santillo, Vince	1191.5
Schmidt, John	1476.5
Triche, Michael	962
Velma, Otis	660.75
Alexander, Gina	617
Hinton, Deobrah	757.5
Martin, John	738
Oliver, Archie	803.5
Capesius, Daniel	575.75
Clucas, Richard	623.5
Stonequist, Michael	572.25

SIDE LETTER

Side Letter of Agreement: Shift Assignment. The City and the Union have agreed to labor management meetings to discuss and finalize language changes to the evaluation no later than April 1, 2013.

During the term of this collective bargaining agreement, the following shall be applicable for the staffing of patrol shifts:

1. The Department will utilize non-rotating patrol shifts.
2. The Department will accommodate fifty percent (50%) of employees' first choice of assignment to each patrol shift by seniority. If the City believes that a deviation is necessary in order to balance shifts in terms of gender, specialty, experience, and/or race, it shall present the issue to the Union for discussion and the Union will not unreasonably withhold agreement on a proposed deviation. If the parties are unable to resolve the issue and the City advises the Union that it intends to implement a deviation, the parties agree that the matter will be resolved through expedited arbitration prior to implementation of the deviation.
3. With regard to performance, the Chief may deviate from seniority based on performance, but only provided:
 - a. The employee receives an evaluation below a "5" on his overall evaluation; and the employee has received at least six (6) months advance written notice that his performance level is (or is on track to be) below a "5", whether that notice comes before (in the form of a mid-year review using the same annual performance rating instrument) or six (6) months notice is given upon/after his annual review, the employee will receive a subsequent six (6) month review (using the same annual performance rating instrument) to determine whether his performance level remains below a "5";
 - b. The performance rating instrument for purposes of this Section is as is currently being used;
 - c. For purposes of this Section, the first evaluations the City may utilize are for the 2010 evaluation year;
 - d. If the shift deviation is disputed, prior to any employee moving shifts the dispute will be resolved by expedited arbitration prior to its implementation;
 - e. Nothing herein shall restrict the City's rights to transfer for disciplinary reasons pursuant to Section 5.7.

During the term of the parties' 2009-2012 collective bargaining agreement, a joint committee composed of an equal number of City and Union representatives shall be established to consider scheduling issues. The parties shall meet and negotiate over the terms of this side letter for the limited purpose of addressing the City's desire that the shift assignment process incorporate specific protections to ensure that patrol officers have and retain an adequate level of experience working on all shifts. In the event that the parties are unable to reach an agreement, however, either party may invoke the impasse resolution procedures set forth in the Illinois Public Labor Relations Act, 5 ILCS 315/14.

SIDE LETTER

Side Letter: Sick Leave Donation. A pool of sick leave will be established by the City. Employees in the bargaining unit may choose to donate one day (8 hours) of accrued sick leave to the pool. In cases of an employee's own serious medical condition or the serious medical condition of an immediate family member (as defined by FMLA), that employee may use up to thirty days (240 hours) of the pooled sick leave. No employee may receive any donated sick leave until his sick leave accrual has been exhausted. Only those employees who participate in the pool will be eligible to use any of the pooled sick leave. Donations of sick leave will be taken from accrued time and will not be chargeable to annual sick leave payout eligibility.

The Department will administer the sick leave pool. When the pool is exhausted to zero days, a notice will be given to the Union and each employee given the opportunity to participate again with the donation of one accrued sick day.

This sick leave pool will remain in effect for the duration of the 2014-2016 Agreement. In the last six months of the Agreement, the Department will prepare a report to be given to the Union regarding the usage, successes, problems and concerns about the program's administration. That report will be discussed by the City and the Union prior to any continuation of the program past the termination of the 2014-2016 Agreement.

SIDE LETTER

Side Letter: Patrol/Telecommunications Schedules

The parties acknowledge that present staffing levels are not necessarily absolute and may be subject to reconsideration due to circumstances currently unforeseen. Reduced staffing levels may impact on the viability of the current Patrol and Telecommunicator schedules. In the event the City believes changes in the present staffing levels are necessary due to changed circumstances the City shall notify the Union of the reasons for any changes upon written request from the Union. Within ten (10) calendar days a Labor/Management meeting shall convene to discuss and negotiate in good faith the City's proposed changes. If the parties are unable to come to agreement within twenty (20) days either party may invoke interest arbitration. A single arbitrator shall be selected under procedures of the collective bargaining agreement, except that the parties shall select an arbitrator from the first panel received within seven (7) days of receipt of the panel, and final offers shall be submitted by the parties to the arbitrator within seven (7) days of the arbitrator's appointment. The hearing shall thereafter be conducted and concluded within ten (10 days) of the arbitrator's appointment and a decision rendered (without the filing of post-hearing briefs, pre-hearing briefs will be permitted) within seven (7) days thereafter. In the event the arbitrator selected is unwilling to meet these time frames, the last arbitrator struck will be selected until an agreeable arbitrator is found.

The Union agrees that during these discussions and negotiations prior to impasse, it will direct all correspondence and inquiries to the City's appointed negotiating team. The City agrees to share any concerns of the Union with the City Council in the event the proposed changes require City Council approval.

This side letter of agreement shall expire at the conclusion of this contract and the parties shall revert immediately to the provisions of the parties' collective bargaining agreement. The parties agree that the provisions within the side letter of agreement and the effects of its application shall be considered non-precedential, shall not be considered to be the "status quo" in any future negotiation, and shall not be used by either party for any purpose whatsoever in any future interest arbitration involving the parties. Nothing herein shall constitute a waiver of either party's position as to whether or not staffing levels are a mandatory subject of bargaining.

**SIDE LETTER
CANINE PROGRAM**

The Canine officer(s) shall perform the following duties relative to the assigned dog during the course of their duty shift:

1. Exercise
2. Grooming
3. Training
4. Veterinarian routine checkups and shots

The Canine officer(s) shall be compensated for 5 hours (at time-and-one-half) for each week assigned as the Canine Officer for the following work activities with the assigned canine outside of his normal duty shift:

1. Procuring food and supplies
2. Cleaning the canine's kennel or other place where the canine is kept, and cleaning up after the canine (general care and maintenance)
3. Feeding
4. Grooming
5. Exercise on off-duty days
6. Emergency trips to the veterinarian

If the off-duty canine care and maintenance activities exceed the 5 hours per week allotment for any week, the officer shall submit a daily log identifying the activities engaged in, the times at which they took place and the duration of the activities to his supervisor by the end of the shift immediately following the week.

Canine Officer

Deputy Chief of Patrol