

ORDINANCE NO. 16977

AN ORDINANCE ADOPTING A COLLECTIVE BARGAINING AGREEMENT

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, AS FOLLOWS:

SECTION 1: The collective bargaining agreement between the City of Joliet and its police officers below the rank of Police Sergeant represented by the Illinois Fraternal Order of Police Labor Council, a copy of which is attached hereto and made a part hereof, is hereby adopted and the City Manager and Police Chief are authorized to execute said agreement upon the execution by the Fraternal Order of Police.

SECTION 2: The collective bargaining agreement adopted by this Ordinance is the sole and exclusive agreement between the City of Joliet and the Illinois Fraternal Order of Police Labor Council for police officers below the rank of Police Sergeant.

SECTION 3: This Ordinance, and every provision thereof, shall be considered separable; and the invalidity of any section, clause, paragraph, sentence or provision of the Ordinance shall not affect the validity of any other portion of this Ordinance.

SECTION 4: This Ordinance shall be in effect upon its passage.

PASSED this 5th day of June, 2012.


MAYOR


CITY CLERK

VOTING YES: MAYOR GIARRANTE and COUNCILWOMAN BARBER,
COUNCILMEN FISHER, GERL, HUG, MORRIS, O'DEKIRK,
COUNCILWOMAN QUILLMAN and COUNCILMAN TURK.

VOTING NO: NONE.

NOT VOTING: NONE.

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CITY OF JOLIET
AND
ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL

Effective January 1, 2013 thru December 31, 2015

PREAMBLE

This Statement of Policy, effective the first day of January 1993 by the City, of Joliet, Illinois, to employees working under the operations, conditions and requirements of the City of Joliet, hereinafter referred to as the "City" or "Management", and the Illinois Fraternal Order of Police Labor Council hereinafter referred to as the "Labor Council". The City shall make an effort to maintain a sufficient number of personnel on duty for each scheduled shift in order to provide adequate service to the public and insure minimum safety for employees.

ARTICLE I

RECOGNITION

SECTION 1.1 **Recognition**

The City of Joliet, Illinois, recognizes the Illinois Fraternal Order of Police Labor Council as the sole and exclusive bargaining representative of all sworn, full-time police officers below the rank of sergeant, which includes Police Patrol Officers and Master Patrol Officers, of the City of Joliet Police Department with respect to salary, hours, fringe benefits, and other conditions of employment.

The City agrees that it will not interfere with the rights of the employees to become members of the Labor Council, and agrees that there shall be no discrimination, interference, restraint, or coercion by the Police Department or the City, or any of its authorized agents, against any employee because of his or her membership in the Labor Council or because of his or her presenting a grievance, or against any employee who may represent others in the discharge of his or her duties, or a member of any committee of the Labor Council. The Labor Council agrees for itself and its members, individually and collectively, to perform loyal and efficient work in the service of the Police Department at all times.

SECTION 1.2 **Employer Representative**

The City agrees that the City Manager or his designated representative shall be its agent with regard to any communications or matters presented by the Labor Council and further that the City and the City Manager, or his designated representative shall receive any and all communication regarding any matters and activities of any nature whatsoever of the Labor Council only through the Bargaining Committee or authorized representative of the Labor Council.

SECTION 1.3 **Contract Supplied**

The City shall provide a sufficient number of copies of this working Agreement for the Labor Council and bargaining unit members, within forty five (45) days of adoption.

ARTICLE II

INTENT AND PURPOSE

SECTION 2.1 **Intent of the Parties**

It is the intent and purpose of the parties hereto that this Agreement will serve to promote and improve the relationship between the members of the Labor Council and the City, and to set forth herein the basic policy concerning compensation, hours of work, and other terms and conditions of employment that will be observed between the parties hereto. It is recognized by both parties that the proper and efficient operation of the City service is necessary to the welfare of the community and that proper function and increased efficiency can be established only through the complete cooperation of Employer and the members of the Labor Council. It is the belief of both parties that this attitude can best be encouraged when it is made clear that both Employer and Labor Council officials, are the guardians of a public trust and are not anti-union or anti-management, but are sincerely concerned with the best interests and well being of the members of the Labor Council as well as the public, which is served by the parties. Each employee shall be dealt with fairly, impartially and without personal bias.

SECTION 2.2 **Political Non-Discrimination**

In a community such as ours, there are certain regulations which govern the conduct of employees of the City and of the Police Department, just as there are regulations covering citizens in the community in which we live. These regulations have been devised to assure uniform administration of discipline and to end political patronage for City jobs which undermines the public confidence and the morale of those workers who are doing an effective job, and to reduce wasteful turnover. Accordingly, no employee shall be demoted, removed, discharged or otherwise disciplined on account of his political affiliation.

SECTION 2.3 **Management Rights**

Except as specifically limited to the express provisions of this Agreement, the City retains exclusively the right to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine all the operations and services of the City; to determine the methods, means, organization, and number of personnel by which such operations and services shall be performed; to change or eliminate existing productivity standards, methods, materials, equipment and facilities and/or to introduce new or improved ones; to determine whether goods or services shall be made, performed, or purchased; to determine what services and operations shall be performed by the City or whether they shall otherwise be serviced, operated, or performed, and to determine their nature; to establish, schedule and change the hours of work; to assign employees to work as needed; to make and enforce reasonable work rules and, to lay off and to relieve employees from duty for just cause.

ARTICLE III

BARGAINING REPRESENTATIVE

SECTION 3.1 **Bargaining Rights**

The City and the Labor Council agree that the Labor Council shall bargain collectively for all employees covered by this Agreement.

SECTION 3.2 **Labor Council Representatives**

Labor Council Representatives and duly elected members of the local Bargaining Committee shall represent the bargaining unit in matters that arise between the Labor Council and the City.

SECTION 3.3 **Limits to Number of Bargaining Committee Members**

The Bargaining Committee may, if it desires, be accompanied by staff representatives of the Labor Council or legal representatives in its meetings with the City. The Bargaining Committee agrees to limit the number of its representatives to seven (7) persons, to the extent possible. If the total bargaining unit representation will exceed seven (7) people, the bargaining unit shall inform the City in advance as to the number to attend.

SECTION 3.4 **Committee Time Off**

The Bargaining Committee members shall be assured such time off with pay as may be required to attend regularly scheduled committee meetings with the City's Management bargaining team on all matters concerning wages, hours and working conditions, provided it does not interfere with the efficient operation of the Police Department.

ARTICLE IV

DISCRIMINATION

In accordance with applicable law, neither the City nor the Labor Council shall discriminate against any employee covered by this Agreement because of race, creed, color, national origin, sex, marital status or Labor Council membership status, or as a result of an employee who exercises his/her rights under this Agreement.

ARTICLE V

GRIEVANCE PROCEDURE

SECTION 5.1 **Definition**

For the purpose of the parties of this Agreement, a grievance shall be considered a dispute between an employee or the Labor Council and the Employer concerning wages, hours, and conditions of employment or application of the Agreement. The Labor Council and the City agree that the City and Chief of Police will not recognize a grievance or matter of personal working conditions presented by an employee covered by this Agreement not in accordance with the procedures hereby established. The Labor Council agrees that no Employee covered by this Agreement shall bring any matter covered by the terms of this Agreement personally to the Chief of Police, Management, or the City Council, but shall follow the procedure outlined below. Recognizing that grievances should be raised and settled promptly, a grievance must be raised within twenty (20) calendar days of the event giving rise to the grievance or twenty (20) calendar days from the time the employee reasonably should have known of the event, and shall be processed as follows:

STEP 1 Whenever an employee believes that he or she has a grievance, the employee shall report it in writing to his or her Bargaining Committee Officers. The Bargaining Committee Officers may, with or without the aggrieved employee, take up the grievance with the employee's immediate supervisor. The supervisor shall then attempt to adjust the matter and shall respond to the Bargaining Committee Officers in writing within five (5) working days.

STEP 2 If the grievance has not been settled, it shall be presented in writing by the Bargaining Committee, to the Division Head within five (5) working days after the supervisor's response is due. The Division Head shall respond to the employee or the Bargaining Committee in writing within five (5) working days.

STEP 3 If the City or the aggrieved employee or Labor Council wish to appeal from Step 2, the grievance and appeal shall be presented in writing to the Chief of Police or the Chief's authorized representative, and the Chief of Police or the authorized representative will arrange a meeting with the aggrieved employee, the Labor Council and/or Bargaining Committee within five (5) working days after the grievance has been filed with the Chief or the representative. However, if the Labor Council or Bargaining Committee member or the aggrieved employee or the Chief of Police or the authorized representative specifically requested an extension of time within the five (5) day period, an extension not to exceed an additional five (5) working days, shall be granted. At this meeting, both parties will be allowed to introduce and question persons familiar with the facts of the grievance. The Labor Council and the employee may be represented by officers of the Labor Council, the Bargaining Committee or legal representative if it so desires. The Chief of Police may call upon the Corporation Counsel, City Attorney, or any other City personnel for assistance. In no case will the grievance meeting be extended beyond a ten (10) working day period from the date the grievance was originally filed with the Chief of Police without

the written consent of both parties. In this meeting the parties will attempt to resolve the grievance to the satisfaction of the employee, Labor Council and City and the matter shall be responded to the Labor Council in writing.

STEP 4 If an agreement is not reached at the level of Step 3, at any time within ten (10) working days after the meeting of the parties in Step 3, the aggrieved employee, the Labor Council or the City by and through the Chief of Police, or the Chief's authorized representative may file a written request to meet with the City Manager and present their respective arguments. All previous written grievances, requests, documents, and dispositions of meetings and hearings shall be attached to the written request presented to the City Manager. The City Manager may then consider the grievance on the basis of the written documents filed with him or her or may call for a meeting between the aggrieved employee, the Labor Council, members of the Bargaining Committee Grievance Committee and the Chief of Police and have further hearings on the matter if the City manager deems this necessary. In any event the City Manager shall render a written decision of the City in any such grievance within ten (10) working days after being taken under consideration by either written documents or hearing. The City and the aggrieved employee may be represented by legal counsel if they so desire.

STEP 5

- (a) If the grievance remains unsettled, either the Illinois Fraternal Order of Police Labor Council or the City Manager may, within ten (10) working days from the receipt or statement of the City's position following the Step 4 meeting, file a written notice requesting binding arbitration between the Labor Council and City.
- (b) The arbitration proceedings shall be conducted by an arbitrator to be selected by the City and the Labor Council within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be requested by either or both parties to provide a panel of arbitrators. Within seven (7) business days after receipt of the list from FMCS, the two parties shall alternately strike one name at a time from the list, with the party striking first being determined by a toss of the coin. The arbitrator thus selected shall decide the merits of the grievance.
- (c) The arbitrator shall have no authority to subtract from, or change any of the terms of the agreement. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.
- (d) Expenses for the arbitrator's services and the proceedings shall be equally borne by the City and the Labor Council. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause

such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

SECTION 5.2 **Waiver of Board of Fire and Police Commissioners Jurisdiction**

(a) Contesting Discipline

If an employee wishes to contest recommended discipline, the Chief of Police or the Chief's designee will hold an Administrative Review meeting with the employee and the employee's Union representatives. Upon completion of the Administrative Review, the Chief of Police will issue a Final Decision as to discipline ("Final Decision"), and notify the affected employee and the Labor Council in writing. At the employee's option, disciplinary action against the employee may be contested either through the arbitration procedure in Sub-section (b) below or through the Joliet Board of Fire and Police Commissioners (BOFPC), but not both. In order to exercise this option, an officer must execute an Election, Waiver and Release form ("Election Form") agreed to by the parties to this Collective Bargaining Agreement (attached as Appendices "G" and "H"). The Election Form shall be given to the officer at the time the officer is formally notified of the Final Decision. The employee shall have five (5) business days (Monday through Friday, excluding weekends and holidays) upon receipt of Election Form to tender the executed Election Form to the Chief or the Chief's designee. If the employee selects arbitration as the method of contesting the proposed discipline, the Election Form shall constitute a grievance, which shall be deemed filed at the arbitration Step.

The Chief of Police has the right and discretion to impose discipline immediately upon the issuance of a Final Decision, including suspensions of more than five (5) working days and termination. In those cases where arbitration has been selected, the Labor Council shall file with the City its notice of intent to arbitrate the case ("Arbitration Notice"), not more than five (5) business days following the issuance of the Final Decision. Arbitration of discipline cases will be expedited directly to the procedure described herein below, and there shall be no intervening Steps. If the Final Decision includes a suspension of more than thirty (30) working days or termination, and the employee elected on the Election Form to have the case heard by the BOFPC, then the Chief must file the appropriate charges before the BOFPC.

If an officer or the Labor Council fails to timely file the Election Form or the Arbitration Notice, such failure shall be deemed a waiver of the right to contest or appeal the Final Decision.

(b) Expedited Discipline Arbitration

- (1) The parties agree to use the arbitration panel attached hereto as an Appendix. Once each calendar year, in the month of November, either or both parties may strike not more than one (1) name from the established panel of arbitrators contained in the attached Appendix. A new, successor, Arbitrator shall be named as the replacement, by mutual agreement of the parties; or, selected

according to Section 5.1 STEP 5 (b) of this Agreement if no agreement is reached.

- (2) Arbitrators shall be assigned cases on a numerical order according to their position on the established panel list, which shall be established in alphabetical order.
- (3) The City and the Union agree to comply in a timely fashion with reasonable written requests made by each other for information necessary to prepare the case for arbitration, provided such information is not privileged or otherwise protected under law from disclosure.
- (4) It is the intent and desire of the parties to conduct the arbitration hearing as soon as is practicable. Time is of the essence. To that end, in no event shall the arbitration hearing be held more than 60 days after the date the Labor Council files its Arbitration Notice unless none of the arbitrators on the seven member panel are available within said sixty day period or unless the City and the Labor Council otherwise agree in writing. If a hearing cannot be conducted within said sixty day period due solely to arbitrator unavailability, then the arbitration shall be conducted on the first date that any of the panel becomes available.
- (5) In the event post-hearing briefs are to be submitted, both parties agree to submit the briefs by simultaneous exchange through the Arbitrator.
- (6) The Arbitrator selected to hear the case shall be requested to issue a written decision within thirty (30) days of the closing arguments or receipt of the post-hearing written briefs, whichever is applicable.
- (7) The Arbitrator's decision shall be final and binding on all parties, provided the Arbitrator's decision shall be based on the record made at the Hearing, the Collective Bargaining Agreement and applicable law. The Arbitrator shall have no authority to subtract from or change any of the terms of the Collective Bargaining Agreement.
- (8) The City and the Union shall equally split the cost of the Arbitrator's fees and expenses. In the event a court reporter is used, the parties shall equally share in the cost of the reporter and the arbitrator's copy of the transcript. The parties shall be responsible for their own costs of a transcript of the hearing.
- (9) The same Arbitrator may hear more than one case at the same time, by mutual agreement of the parties.

(c) Information Concerning Pending Investigations

The City shall endeavor to complete internal investigations within sixty (60) days of notifying the employee of the investigation. If the investigation does not involve allegations of criminal misconduct, and a Final Decision has not been rendered within said 60 days, the Labor Council or the employee may request that the Chief provide a status report regarding the investigation and an estimate as to when the investigation may be completed. The failure to complete the investigation within sixty (60) days or as may be otherwise estimated by the Chief shall not diminish the jurisdiction or authority of the Chief in imposing discipline or taking any other action.

SECTION 5.3 **Attendance at Grievance Meetings**

Meetings in the grievance procedure involving representatives from the City and the Labor Council shall be held during working hours, on the City's premises and without loss of pay to any two (2) bargaining unit members providing that these grievance discussions and investigations shall take place in a manner which does not interfere with City operations. If the presence of additional on-duty bargaining members is required or desired by the Union, such members shall be permitted to attend using FOP benefit time to remain in a pay status. This provision shall neither cause payment of overtime nor unreasonably shorten the normal duty shift.

SECTION 5.4 **Time Limits**

No grievance shall be entertained or processed unless it is filed within the required time limits. Time limits at any step of the procedure may be extended by mutual written agreement. If a grievance is not appealed within the time limits for appeal set forth above, it shall be deemed withdrawn without precedent or prejudice. If the City fails to provide an answer within the time limits as provided, the Labor Council may immediately appeal to the next step.

ARTICLE VI

REGULAR MEETINGS

To facilitate the orderly discussion and the proper disposition of such questions as may arise between the City and the Labor Council, it is understood and agreed that regular meetings will be held quarterly by the Bargaining Committee, the Chief of Police, the City Manager, and other representatives of the City of Joliet. The party requesting the meeting shall provide an agenda which shall state the subject(s) to be discussed. Such agenda should be submitted at least ten (10) days prior to the meeting; unless mutually agreed otherwise, in writing.

ARTICLE VII

SENIORITY

SECTION 7.1 **Limitations**

The parties hereto agree that, except as provided hereunder, seniority for promotion and other purposes is generally within the control and jurisdiction of the Board of Fire and Police Commissioners.

SECTION 7.2 **Seniority Defined**

For the purpose of this Agreement, three (3) types of seniority shall be recognized by the City of Joliet.

- (a) *City Seniority* - Accumulated time from the date the employee is hired by the City.
- (b) *Departmental Seniority* - Accumulated time from the date the employee begins service as a police officer for the City.
- (c) *Time in Grade Seniority* - Accumulated time from the date the employee achieves promotion to a higher grade.

An employee's earned seniority shall not be lost because of absence due to illness or injury as long as the employee remains in the service of the City, while on authorized leaves of absence or temporary lay off; provided, however, that if an employee severs service with the City to accept a disability pension and the employee's disability pension is later terminated and the employee returns to the City's active service, the employee shall be entitled to his or her accumulated seniority which existed at the time the employee was placed on the disability pension but the employee shall not be entitled to seniority credit for the time the employee was on a disability pension; provided further, that seniority credit for a temporary lay off shall be given for one year if the employee does not withdraw his or her contributions to the Police Pension Fund; and provided, finally, that any employee who resigns or is dismissed for just cause from the City's service shall lose all seniority credit.

An employee shall not earn seniority during such time that the employee is actually serving a disciplinary suspension, but only to the extent such suspension exceeds forty-five (45) days and relates to a single occurrence or administrative investigation. Suspensions that are held in abeyance shall not be counted towards said forty-five day period unless the suspension is actually served.

SECTION 7.3 **Seniority Determined**

If more than one person is hired on the same day, the employee with the highest score on the original written examination only shall have the greatest departmental seniority over those hired on the same day, the next higher written examination score the next higher departmental seniority, and so on until a determination of departmental

seniority is made for all hired on the same date. Only permanent employees will be eligible for seniority credit.

SECTION 7.4 **Seniority Lists**

The seniority list will be brought up to date each six (6) months, on July 1st and January 1st and copies sent to the Bargaining Committee and posted on the bulletin board.

SECTION 7.5 **Application**

The parties hereto agree that seniority shall govern the following matters:

- (a) Vacation for each calendar year shall be drawn by employees on the basis of departmental seniority preference.
- (b) When promotion to a higher rank is achieved, departmental seniority shall remain but time in rank will be used for vacation preference whereby those with higher seniority in a rank will receive preference for vacation over all others in the same rank. Officers in acting status shall be considered for vacations with those of their permanent rank, not with those of the rank in which they have acting status.
- (c) For scheduling purposes, if one or more employees make requests, the employees with the most departmental seniority shall be granted the requests if such employees are qualified.

ARTICLE VIII

JOB OPENINGS ADVANCEMENT TRANSFER AND LAY-OFFS

SECTION 8.1 **Job Posting and Bidding**

Whenever the City desires to fill a job opening, other than a temporary opening, in any existing job classification or as the result of the development or establishment of new job classifications, a notice of such openings shall be posted on all bulletin boards for ten (10) working days. During this period, employees who wish to apply for this open position or job may do so. The application shall be in writing and submitted to the proper Division Commander.

It is agreed that testing of applicants may be a prerequisite to some job openings. A passing grade is required and will be considered as a part of the applicant's qualifications. The City shall consider departmental seniority together with qualifications in selecting the applicant for the job opening. At the conclusion of the testing process, the City shall prepare a rank order list and privately notify each applicant of their respective rank. The City shall also post a limited rank order list identifying the most highly ranked applicants as determined by the Chief. The number of listed applicants shall be determined by the Chief based on the number of potential openings over the term of the list.

Although the opportunity is provided by the Labor Council and Management under this Agreement for promotions and transfers, the employee has the responsibility of bidding only for those jobs that the employee considers himself or herself to be qualified and those jobs which the employee truly desires.

SECTION 8.2 **Filling a Position**

The City shall fill the job openings with the applicant whose overall potential is best for providing services to citizens. When filling job opening, department seniority will be used as a tie-breaker when other qualifications are equal.

Temporary job openings may be filled by Employer assignment or reassignment based upon departmental seniority and qualifications.

SECTION 8.3 **Temporary Positions**

Temporary job openings may be considered as training assignments by which an employee may obtain experience that will enable him to qualify for future promotions.

If the Chief determines that there is a need to temporarily appoint an Acting Sergeant, then the employee then occupying the highest position on the Eligibility List then in effect shall be selected for the appointment. If such employee is unable to serve, then the person having the next highest position on the Eligibility List shall be selected. This procedure shall be utilized until the temporary opening is filled.

SECTION 8.4 **Working Out of Classification Pay**

Each employee who is temporarily required to perform the duties of a higher paying position classification for a minimum of (8) consecutive hours or more shall receive Temporary Assignment Pay for each hour of work performed in the higher paying position classification. Such pay shall be equal to the greater of either five percent (5%) of the employee's hourly base salary rate or the difference between the employee's hourly base salary rate and the minimum hourly base salary rate for the higher paying position classification.

SECTION 8.5 **Lay Offs and Recall:**

In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their departmental seniority.

Employees shall be recalled from lay off according to their departmental seniority. No new employees shall be hired until all employees on lay off status, desiring to return to work, have been recalled.

ARTICLE IX

DUES CHECKOFF AND FAIR SHARE

SECTION 9.1

Dues Checkoff

All employees covered by this Agreement, will within thirty (30) days of their employment by the Employer, or thirty (30) days from the date the Labor Council was certified as the exclusive bargaining representative by the Illinois State Labor Relations Board, either (1) become voluntary, dues paying members of the Labor Council, and voluntarily pay to the Labor Council all required dues and fees; or, (2) will pay to the Labor Council each month their fair share of the Labor Council's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours, and other conditions of employment.

With respect to any employee from whom the Employer receives a voluntary, written authorization, signed by the employee, in a form agreed upon by the Labor Council and the Employer (attached hereto as APPENDIX "D"), the Employer shall deduct from the wages of the employees the monthly dues and initiation fee (if any) required as a condition of membership in the Labor Council and shall forward such amount directly to the Labor Council, at an address provided by the Labor Council, within fifteen (15) calendar days after close of the pay period for which the deductions are made. The amount of dues to be deducted shall be set by the Labor Council.

SECTION 9.2

"Fair Share"

- (a) The Employer shall grant "Fair Share" to the Labor Council in accordance with Sections 6(e)-(g) of the *Illinois Public Labor Relations Act* upon a satisfactory demonstration to the Employer that the Labor Council has provided the employee with an opportunity to submit a signed, voluntary, dues deduction form, and that said employee is at least thirty (30) days delinquent in the voluntary payment of dues. The fair share amount to be deducted shall be set by the Labor Council.
- (b) Such fair share payment by non-members shall be deducted by the Employer from the earnings of the non-member employees and remitted to an address provided by the Labor Council; provided, however, that the Labor Council shall certify the amount constituting said fair share, not exceeding the dues uniformly required of members of the Labor Council, is in compliance with the requirements established by the United States Supreme Court in HUDSON, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payors.
- (c) Upon receipt of such certification, the Employer shall cooperate with the Labor Council to ascertain the names, addresses and the work locations of all employee members and non-members of the bargaining unit from whose earnings the dues or fair share payments shall be deducted.
- (d) Upon the Labor Council's receipt of notice of a formal objection by a nonmember to the fair share amount, the Labor Council shall deposit in an escrow account, separate from all other Labor Council funds, all fees being collected from non-

Labor Council employees which are in dispute. Upon request, the Labor Council shall furnish objectors and the Employer with verification of the terms of the escrow arrangement; and, upon request, the status of the fund as reported by the bank.

The escrow fund will be established and maintained by a reputable independent bank or trust company and the agreement therefore shall provide that the escrow accounts be interest bearing at the highest possible rate; that the escrowed funds be outside of the Labor Council control until the final disposition of the objection; and that the escrow fund will terminate and the fund therein be distributed by the terms of a mutually agreeable settlement between the Labor Council and an objector or group of objectors, or in the event no such settlement is reached, the decision of a neutral arbitrator.

- (e) If an ultimate decision in any proceeding under state or federal law directs that the amount of the fair share should be different than the amount fixed by the Labor Council, the Labor Council shall promptly adopt said determination and notify the Employer to change deductions from the earnings of non-members to said prescribed amount.

SECTION 9.3 **Religion Exemption:**

Employees who are members of a church or religious body having a bona fide religious tenet or teaching which prohibits the payment of a fair share contribution to a Labor Council, as determined by a neutral arbitrator, shall be required to pay an amount equal to their fair share of Labor Council dues, as described in Section 9.2(d), to a non-religious charitable organization mutually agreed upon by the Labor Council and the affected employees as set forth in Section 6(g) of the Illinois Public Labor Relations Act.

SECTION 9.4 **Indemnification**

The Labor Council shall indemnify and save the Employer 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 Employer for the purpose of complying with any provisions of this Agreement. If an incorrect deduction is made, the Labor Council shall refund any such amount directly to the involved employee.

ARTICLE X

TRAINING AND EDUCATIONAL INCENTIVE

SECTION 10.1 **General**

The City shall make every possible effort to provide opportunities for in-service training with the objective of furthering the qualifications of employees. The Labor Council in turn, agrees that it shall be the responsibility of the employees to take advantage of the training.

SECTION 10.2 **Compensation**

The City agrees to compensate all employees of the Police Department at time and one-half rate for all training, schools and courses which any such employee is required to attend during off duty hours except for basic police training. Travel time to and from said schooling and/or training outside the corporate limits of the City of Joliet shall be paid at the rate of time and one-half, except for marksmanship training undertaken at the City's weapons range, and for recruits undergoing basic police training.

SECTION 10.3 **Educational Incentive**

- (a) Each employee who began participation in a voluntary, educational program prior to October 1, 1977 and who has earned an Associates Degree in Police Science, Criminal Justice, or a related field, or completed the first two years of a Bachelors Degree in a field previously approved for the individual by the City on or before the ratification date of this Agreement, shall upon completion of a Bachelors Degree in a field previously approved for the individual by the City, receive a total educational incentive pay above their regular straight time base pay as indicated by the following table. Receipt of this educational incentive pay shall be subject to the following conditions:
- (1) Each eligible employee must be enrolled in a Bachelors Degree program previously approved by the City no later than January 1, 1987. No new educational incentive pay or increase in educational incentive pay may be granted to any employee who has not become enrolled in an approved Associates or Bachelors Degree program by January 1, 1987.
 - (2) Each eligible employee must successfully complete a minimum of twelve (12) hours of course work in each consecutive calendar year, beginning with the calendar year in which the employee enrolled in the Bachelors Degree program. This minimum course load requirement shall be observed except in circumstances in which a minimum of twelve needed course hours are not available in the calendar year, or the department's work schedule does not permit an employee to complete the minimum course load required in the calendar year. Any exception to the twelve (12) hour minimum course load requirement must be approved in advance by the Chief of Police or his designated representative.

<u>Position/Step</u>	<u>Educational Incentive Pay</u>
<i>Master Patrol Officer</i>	
A	\$1,858.00
B	\$2,049.00
C	\$2,205.00
D/E/F/G	\$2,372.00
<i>Patrol Officer</i>	
A	\$1,770.00
B	\$1,952.00
C	\$2,106.00
D/E/F/G	\$2,259.00

This amount shall be cumulative with any other incentive pay periods awarded.

- (b) Each employee who has not participated in a voluntary educational program prior to October 1, 1977 and each employee who has participated in a voluntary educational program prior to October 1, 1977 but has not earned an Associates Degree in Police Science, Criminal Justice, or a related field on or before the ratification date of this Agreement shall, upon completion of an Associates Degree, the first two years of a Bachelor's Degree or a Bachelor's Degree in a field previously approved for the individual by the City, receive a total educational incentive pay above their regular straight time base pay as indicated in the following table. Receipt of this educational incentive pay shall be subject to the following conditions:
- (1) Each eligible employee must be enrolled in an Associates and/or Bachelors Degree program previously approved by the City no later than January 1, 1987. No new educational incentive pay may be granted to any employee who has not become enrolled in an approved Associates or Bachelors Degree program by January 1, 1987.
 - (2) Each eligible employee must successfully complete a minimum of twelve (12) hours of course work in each consecutive calendar year, beginning with the calendar year in which the employee enrolled in the Associates and/or Bachelor's Degree program. This minimum course load requirement shall be observed except in circumstances in which a minimum of twelve needed course hours are not available in the calendar year, or the department's work schedule does not permit an employee to complete the minimum course load required in the calendar year. An exception to the twelve (12) hour minimum course load requirement must be approved in advance by the Chief of Police or his designated representative.

<u>Position/Step</u>	<u>Educational Incentive Pay</u>
Master Patrol Officer	
A	\$929.00
B	\$1,025.00
C	\$1,102.00
D/E/F/G	\$1,186.00
Patrol Officer	
A	\$825.00
B	\$976.00
C	\$1,053.00
D/E/F/G	\$1,129.00

SECTION 10.4 **Reimbursement Assistance**

The City shall reimburse all employees for the full expense of books and fees. The City shall also reimburse all eligible employees for tuition expenses up to a maximum of \$705.00 per credit hour incurred as a result of participating in voluntary academic, educational, training, and/or vocational course work, and \$710.00 per credit hour for Master Degree courses, provided that:

- (a) The course work is directly related to the employee's professional development, in pursuit of current police duties.
- (b) The course work is approved in advance by the Police Chief, the City Manager or their designated representatives.
- (c) The employee maintains a minimum evaluation of "C" or its equivalent (Pass) in each course for which related reimbursement is sought.
- (d) The expenses incurred are properly documented by voucher or other supportive documents.
- (e) The expenses incurred are not reimbursable through other sources available to the employee, e.g. Federal and State Veteran's benefits, etc.
- (f) That the course work is part of a school's program approved by the City leading to an Associate's, Bachelor's or Master's Degree.
- (g) That the individual has been admitted to the school, with a prescribed course of studies leading to an Associate's, Bachelor's or Master's Degree only.
- (h) In the event that an employee commences an Associate's, Bachelor's or Master's Degree program after May 23, 2006 and the employee voluntarily leaves the service of the City within 24 months of completing coursework for which the City has made reimbursement, the employee shall repay the

reimbursement assistance to the City, pro rata. This provision does not apply to employees who resign from the Police Department for the purpose of accepting employment within another City of Joliet Department. This repayment may be deducted by the City from a separating employee's final paycheck.

Reimbursement Assistance benefits provided under Section 10.4 are **temporarily** suspended and abated for coursework or other eligible activities scheduled to take place from January 1, 2011 and continuing through December 31, 2015. In the event that this Agreement remains in effect after December 31, 2015, then the temporary suspension and abatement shall be deemed terminated and Reimbursement Assistance benefits shall once again be payable.

ARTICLE XI

LEAVES OF ABSENCE

SECTION 11.1 **Sick Leave**

- (a) All full time employees with less than ten (10) years of service shall receive eight (8) hours with pay per month of continuous service credited to their sick leave accumulation records. All full time employees with ten (10) years of service but less than fifteen (15) years of service shall receive ten (10) hours with pay per month credited to their sick leave Accumulation records. All full time employees with fifteen (15) or more years of service with the City shall earn twelve (12) hours of sick leave with pay per month credited to their sick leave accumulation records. The aforementioned accrual rates shall be up to 1,012 hours; thereafter accrual shall be at eight (8) hours per month for each employee regardless of years of service. Temporary and seasonal employees do not accumulate sick leave credit. There shall be no ceiling nor limit placed on sick leave credits earned.
- (b) Sick leave credit may be used for illness, injury, or off the job incurred disability. One (1) day of sick leave credit with pay shall be deducted from employee's sick leave accumulation record for each duty day not worked due to illness, injury or off the job incurred disability. If a holiday occurs during a period when an employee is on authorized sick leave absence, the employee shall receive pay for the holiday and the holiday will not be deducted from the employee's sick leave accumulation record. Sick leave is an earned benefit which can only be authorized by the department head or acting department head and the City Manager.
- (c) A physician's statement may be required of any employee before sick leave pay, is given if the employee uses more than three (3) consecutive work days, or unless a pattern of abuse has been established, or the City has just cause to believe an employee is abusing sick leave use. Such statements will give reasons for the employee's inability to perform his duties and will become a part of the employee's personnel record. Physician statements may be used as the basis for having an employee's physical health evaluated to determine his ability to continue the performance of duties and responsibilities.

- (d) The City, or its appropriate insurance carrier, acting as designated legal agent for the City, shall have the right to request a separate medical evaluation and/or opinion, from a specialist, if necessary, concerning the status of an employee's ability to return to duty, when incapacitated in accordance with this Article. The City and/or its agent shall bear any and all costs of such inquiry. If the evaluation and/or opinions of the employee's and the City's physicians are contradictory and/or inconclusive, either party shall have the right to request a third separate medical evaluation and/or opinion from a physician who shall be an appropriate specialist, but not in practice with either physician rendering the previous evaluations and/or opinions. The City shall bear any and all-related costs. If both parties request a third medical evaluation and/or opinion, the third physician shall be selected by the previous attending physicians, as outlined above, and the costs shall be borne equally by the City and the employee. When appropriate, reference shall be made in all cases to physicians approved by the respective Pension Boards. Both the City and the employee shall abide by the majority medical evaluations and/or opinions. Such evaluation and/or opinions may be required of the employee by the City and/or its agent monthly, while an employee is in such status.
- (e) An employee who becomes ill, injured or disabled shall report to his supervisor as soon as possible. In cases of an on-the-job injury, illness or disability to a full-time law enforcement officer covered by this Agreement, the City will pay the employee's regular salary/wages and benefits for a period of not more than twelve (12) months from the date of the illness or injury. Time lost as pertains to this Section shall not be deducted from the employee's accrued benefits (i.e. compensatory time, vacation time, holiday time, etc.); except in cases beyond twelve (12) months, when an employee desires to continue receiving such pay differential, it shall be deducted at the rate of one (1) hour for each three (3) working hours the employee is absent due to such status.

The City may require periodic medical examination to determine the degree of disability, at the City's expense. Other stipulations, qualifications and requirements of the *Public Employee Disability Act*, 5 ILCS 354/0.01 et seq. shall apply.

- (f) Any employee who shall retire from the City and who shall qualify, based upon a minimum of twenty (20) years departmental service, for a regular pension upon reaching the age of fifty (50) years, shall be entitled to a lump sum payment equal to forty percent (40%) of his accumulated but unused sick leave credit, up to a maximum of one thousand twelve (1,012) hours, i.e. a maximum total of four hundred five (405) hours multiplied by the employee's hourly wage. For purposes of this Section, the hourly wage shall be calculated by dividing the sum of the employee's annual salary, longevity pay and educational incentive pay by 2,080.

- (g) Dependent survivors of a deceased employee shall be eligible to receive a lump sum payment equal to forty percent (40%) of the employee's accumulated but unused sick leave credit up to a maximum of 1,012 hours, factored by the employee's hourly wage if
 - (1) The death was not in the line of duty, but the employee was vested for retirement benefits, according to the Police Pension Board; or;
 - (2) The death occurred in the line of duty, regardless of the employee's service length.
- (h) Each employee who is temporarily disabled and is expected to return to work, and who has exhausted his or her entire accrued Sick Leave balance may receive donations of accrued Compensatory Time from other employees. Such donated Compensatory Time may be used by the temporarily disabled employee in lieu of being placed on an Unpaid Disability Leave and may not exceed 240 hours.

SECTION 11.2 **Maternity and Paternity Leave of Absence**

- (a) Maternity leave is hereby defined as time off without pay, granted to a full time, non-probationary, certified female employee due to pregnancy. Said leave shall only be granted, if the employee does not elect to use accumulated sick leave or accumulated benefits have been exhausted.
- (b) In order for any employee to request maternity leave, said employee shall notify her department head in writing at least two (2) months prior to the date when the maternity leave is to commence, if practicable and shall include in said written notice the length of time for which the maternity leave is desired. Both the commencement and termination of leave dates should be based upon a statement of the employee's physician as to the dates, not later than which, the employee, for her own health and safety, as well as the baby's should both cease work and be able to return thereto. Such statement shall be attached to the employee's letter requesting maternity leave.
- (c) Maternity leave may be granted without pay for a maximum of one (1) year per pregnancy, upon written request from the employee.
- (d) An employee returning from maternity leave shall be assigned to a position for which she is qualified and for which a vacancy exists, except that any employee whose maternity leave has been less than three (3) months in duration shall be returned immediately to the position held by such employee on the date maternity leave commenced.
- (e) Each male employee, whose spouse has given birth, will be allowed to use accumulated Compensatory Time or Vacation Leave in lieu of reporting for work on any scheduled work day after the release from the hospital of the mother for up to three (3) calendar days.

SECTION 11.3 **Military Training Leave**

A full time certified employee of the Police Department who is a member of a reserve unit of the Armed Forces of the United States, in addition to his or her vacation, will be granted leave for two (2) weeks for annual training sessions or schools, provided that twenty (20) days notice is given to his immediate superior or watch commander. In the event that compensation received by the employee while on military training leave is less than the employee would have earned for that period from his position in the City, then the City will compensate the employee for the difference, provided that the employee presents evidence of his compensation received from the Armed Forces while on Military Training Leave. For the purposes of this Section, it is understood that the City will calculate the difference in salary by dividing the employee's bi-weekly paycheck by ten (10) days even though the employee's military pay is based on fourteen (14) days pay.

SECTION 11.4 **Training Leave**

Employees may be granted leave with pay and expenses to attend professional meetings, training institutes and conferences at the discretion of the City Manager.

SECTION 11.5 **Emergency Leaves**

If a serious or unexpected emergency occurs to an employee's spouse or children, or a member of the immediate family in the employee's household, or emergency to the employee's domicile, the employee will be allowed to leave duty while the emergency exists. The employee must make arrangements to return to duty on the next day if the emergency continues beyond the duty day when the said emergency occurred, unless the employee received prior consent from the Chief of Police, or acting Chief or Officer in charge of the department in the absence of the Chief.

SECTION 11.6 **Family Death Leave**

A maximum of four (4) days leave with pay, dependent on funeral arrangements and travel requirements, may be granted to an employee of the Police Department in the event of a death in the immediate family. The immediate family will include only:

- (a) Spouse, children and spouse of children;
- (b) Parents of both employee and spouse;
- (c) Step parent and foster parents of employee and spouse;
- (d) Brothers and Sisters of employee and his spouse;
- (e) Grandchildren and grandparents of employee and spouse.

SECTION 11.7 **Failure to Return After Leave**

An employee who fails to return to his or her position without notice at the time specified on the employee's application for leave which has been granted under the provisions of this Article, shall be considered to have resigned unless the employee gives evidence of extenuating circumstances to the Board of Fire and Police Commissioners.

SECTION 11.8 **Personal Leave**

- (a) Employees may draw a maximum of three (3) personal leave days each calendar year from accrued but unused Sick leave. Personal Leave does not accumulate, nor may it be carried over from year to year.
- (b) Personal Leave may be taken at the employee's discretion subject to:
 - (1) Notification of intent to take such by the employee at least twenty-four (24) hours in advance, and;
 - (2) Approval by the Chief of Police, or his designated representative. Such approval shall only be withheld for operational reasons.

SECTION 11.9 **FOP Time Off**

The City shall, at the request of the Bargaining Unit Chairman, grant eighty (80) hours paid leave per year, and the bargaining unit members shall donate three (3) hours of paid sick leave time per year into a bargaining unit compensatory time pool, for use by employees who are selected as a delegate(s) for a specific activity for/or on behalf of the Illinois FOP Labor Council or the Fraternal Order of Police. Requests for use of such paid leaves time shall not be unreasonably denied or withheld and may be extended at the option of the City Manager. Seniority shall accumulate during such leaves of absence.

The members of the Bargaining Committee shall be allowed two (2) hours off at straight time, one time per month for regularly scheduled FOP meetings, if the individual is scheduled to work.

SECTION 11.10 **Thirty (30) Day Special Leave**

A leave of absence without pay for a period not to exceed thirty (30) calendar days may be granted to an employee on showing good cause and with the approval of both the Police Chief and the City Manager. The employee shall not accumulate seniority, sick leave, vacation time or any other benefits during the leave. If the employee desires to remain enrolled in the City insurance programs and contribute towards the employee's pension, the employee must make arrangements to pay the necessary insurance premiums to the City and/or pay the required employee pension contribution attributable to the period of absence.

ARTICLE XII

WORK HOURS

SECTION 12.1 **Normal Work Day/Work Week**

Except as otherwise provided in this Agreement, eight (8) consecutive hours shall constitute a regular work day and forty (40) hours a regular work week. Work schedules for the coming work period shall be posted no later than eight (8) days prior to the starting date of the new schedule.

In order to resolve the impasse concerning the proposed work hours of certain bargaining unit members assigned to the Patrol Division as part of the negotiations for a successor agreement to the collective bargaining agreement expiring December 31, 2008, the City and the Union agree that they will negotiate in good faith over the terms of a trial 12 hour shift schedule applicable to such employees to be included in this agreement. If the parties are unable to voluntarily reach agreement on the terms of said program, the parties agree to resubmit the issue to Robert Perkovich for binding arbitration or, if Mr. Perkovich is not available, the matter shall be resolved under the impasse resolution procedure set forth in 5 ILCS 315/14.

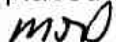
SECTION 12.2 **Overtime Compensation**

(a) Any time worked over the eight (8) hour shift shall be paid for at the rate of time and one-half and double time for holidays.

(b) An officer will be paid four (4) hours minimum pay at overtime rate if the employee is called out between the time of one (1) hour after his or her scheduled quitting time and four (4) hours before his or her regular starting time, provided that an employee shall be allowed the option of receiving compensatory time in lieu of pay; and such compensatory time shall be accrued at the rate of one and one-half times the time worked. This time and one-half provision does not apply to the time off under the holiday or birthday holiday benefit. An employee shall be allowed to accrue a maximum of sixty (60) days compensatory time, thereafter, any additional accrual of compensatory time shall be subject to approval by the Police Chief. The use of compensatory time must first be approved by the Police Chief before compensatory time shall be taken.

(c) Each employee may forfeit the use of any or all accumulated Compensatory Time accrued in lieu of taking time off work without pay for disciplinary reasons for up to three (3) work days. Each employee may use any or all accumulated Compensatory Time in lieu of taking time off work without pay for medical reasons after the employee has exhausted all accrued Sick Leave.

(d) Each employee who is temporarily disabled and is expected to return to work, and who has exhausted his or her entire accrued Sick Leave balance may receive donations of accrued Compensatory Time from other employees. Such donated Compensatory Time may be used by the temporarily disabled employee in lieu of being placed on an Unpaid Disability Leave and may not exceed 240 hours.



Union



City

(e) The Police Chief, or the Chief's representative, and the Union shall meet and confer to discuss how compensatory time will be requested and approved. The results of these discussions will be incorporated into a side letter to this Agreement.

(f) Effective January 1, 2011, Shift Level overtime assignments shall be initially offered to employees on the basis of accumulated overtime hours, using a Shift Overtime List (SOL) for each shift. Each SOL will be established based upon the lowest to highest amount of accumulated overtime (excluding special assignments) worked in the prior calendar year as of January 1, 2011. Thereafter, effective January 1st of each subsequent year, the SOL will be again reset for each shift on the basis of inverse accumulated overtime in the same manner that the initial SOL was prepared.

(g) When an unanticipated Shift Level overtime vacancy occurs, the Chief shall first attempt to fill the overtime vacancy by offering it to employees on the SOL for the shift where the overtime vacancy exists. The procedure for contacting employees shall be determined by the Chief but the parties anticipate that a mass communication via text message or a similar procedure, with a fixed response window of no more than ten (10) minutes, will be required in order to fill the unanticipated vacancy on a prompt and orderly basis. If one or more employees on the shift in which the vacancy exists offers to fill the vacancy, then the employee with the highest position on the SOL (i.e., the least amount of accumulated overtime as of the prior January 1st) will be assigned to fill the vacancy. In the event no employee on the SOL accepts the overtime, the Chief shall then offer the overtime to all other available employees in the Operations Division, regardless of shift, in the manner currently in practice as of the date of this Agreement. If the overtime vacancy remains unfilled, the first employee with the least amount of seniority on the shift in which the overtime occurred shall be required to fill the vacancy.

(h) If an Employee changes shifts during the course of the year, the SOL shall be modified to reflect the employee's position on the SOL for the employee's new shift.

SECTION 12.3 **Court Time**

Court time will include: inquests, pre-trial, liquor hearings and all appearances in any court of law. It is agreed that when an off-duty sworn Police Officer is required to be in court, the Officer will receive compensation and shall be paid for a minimum of two (2) hours. In the event the Officer is required to be in court in excess of two and one-half hours, he or she shall be paid for an additional two hours at the rate of time and one-half. The employee shall receive pay for the above on the next pay period following his or her appearance in any of the above.

In addition to the foregoing, each employee covered by this Agreement shall receive an annual Court Stipend in the amount of \$1,000 in consideration of the time spent by the employee outside the normal work schedule in preparation for court appearances. For the 2011 contract year, the Court Stipend shall be \$1,000, but \$500 shall be abated. As such, the actual amount of Court Stipend paid to each eligible employee shall be \$500, subject to proration as hereinafter set forth. For the 2012 contract year, the Court Stipend shall be \$2,100, but \$1,100 shall be abated. As such, the actual amount of Court Stipend paid to each eligible employee shall be \$1,000,

subject to proration as hereinafter set forth. In the event that this Agreement remains in effect after December 31, 2012, then the temporary abatement of the Court Stipend shall be deemed terminated and the amount of the annual Court Stipend shall be \$2,100.

Newly hired employees shall receive the Court Stipend pro-rated on a monthly basis. For example, an employee commencing compensable service on May 1, 2010 shall receive a Court Stipend of \$666.67 for that year, which shall be paid as a part of regular payroll within a reasonable time after commencing service.

The Court Stipend shall be paid as part of a regular payroll in January of each year. The City and the Union acknowledge that the Court Stipend is considered "salary attached to rank" for the purposes of the *Pension Code*.

SECTION 12.4 **Training Pay**

All assigned schooling and/or training on off-duty time will be paid at the rate of time and one-half.

SECTION 12.5 **Call-Out Pay**

Employees called out after completing their work day shall be paid for a minimum of four (4) hours or all such work performed, whichever is greater, at the rate of time and one-half. This Section shall not apply to any court calls, which are solely governed by Section 12.3 of this Agreement.

SECTION 12.6 **Changes to Posted Shift Schedule**

- (a) The work schedule, determining the starting time, and the days off of each Police Officer shall be made by the Chief of Police or the Chief's authorized representative, and may be changed from time to time to suit varying conditions, provided, however, that indiscriminate changes shall not be made in such schedules and provided further, that changes deemed necessary shall be made known to the employee at least five (5) working days prior to such change, except when there is mutual agreement between the employee and the Chief, or where the Chief believes there is an emergency situation.
- (b) For the purpose of this Section, an emergency situation shall be defined as a sudden unexpected happening, an unforeseen occurrence or condition, a specifically perplexing contingency or complication of circumstances, or a condition of insufficiency of services.

- (c) If an employee's duty hours or days off are changed other than as provided for in sub-section (a) of this Section, the employee shall be paid at the rate of one and one-half (1.5) times the employee's base hourly wage only for those hours worked which were not originally scheduled for that employee but which were worked within the five (5) day required notification of change period. These provisions shall not apply in those cases when such changes originate as the result of a request for change from an employee represented by the bargaining unit.
- (d) When regular shift changes occur, any employee who is not given at least eight (8) hours off between the end of one tour of duty and the beginning of another tour of duty, shall be paid at the rate of one and one-half (1½) times the employee's base hourly wage for those hours worked within the eight hour period. This provision shall not apply in those cases when such changes originate as the result of a request for change from an employee represented by the bargaining unit.
- (e) Should it be necessary to adjust shift cycles from the present practice of fifty six (56) calendar days, the City shall explain the reasons for such change with the Bargaining Committee prior to the implementation.
- (f) Employees may switch shifts once per shift cycle for up to sixty (60) days (or the end of the shift cycle, whichever is sooner) upon reasonable advance written notice to the Chief.

SECTION 12.7 **Field Training Officers**

Effective January 1, 2006, employees assigned by the Chief to serve as Field Training Officers shall receive two (2) hours of pay at the employee's overtime rate for each shift that the employee actually serves as a training officer.

SECTION 12.8 **Sub-Station Assignments**

If an employee believes that the Chief's assignment to a substation is not fairly related to the operations of the Department, the employee can meet with the Chief to discuss the basis of the assignment. If the employee is not satisfied with the Chief's explanation of the basis for the assignment, the employee can meet with the City Manager to discuss the assignment. A substation assignment decision made by the Chief or the City Manager is not grievable.

SECTION 12.9 **Travel Time**

Unless otherwise expressly and specifically stated in this Agreement, travel time to and from an employee's residence and the location the employee is required to report for duty shall not be compensable or counted as hours actually worked for any purpose under this Agreement.

ARTICLE XIII

HOLIDAYS

SECTION 13.1 **Recognized Holidays**

Effective January 1, 2011, for the purpose of this Agreement, the recognized holidays shall be as determined by the City's corporate authorities (other than the employee's birthday holiday). The currently designated holidays are:

New Year's Day	Presidents Day
Martin Luther King's Birthday	Good Friday
Memorial Day	Independence Day
Labor Day	Columbus Day
Veteran's Day	General Election Day (IL House of Reps.)
Thanksgiving Day	Christmas Day
Employee's Birthday	

SECTION 13.2 **Holiday Compensation**

Should any of these holidays fall while the employee is on vacation or during his or her scheduled days off, the employee shall receive an additional day off.

If the employee is scheduled to work on the holiday, the employee shall be paid at the rate of double time the rank pay.

Employees called out or held over to work a holiday, who are not scheduled to work on a holiday, shall be paid double time in addition to the regular holiday pay. All payments are to be figured at the current rate of pay.

ARTICLE XIV

WAGES

SECTION 14.1 **Annual Base Salary**

Each employee covered by this Agreement shall receive an annual base salary as specified in the Salary Table attached to this Agreement as Appendix F.

SECTION 14.2 **Payment for Meals**

Payment of or provisions for meals will be given to employees after working twelve (12) continuous hours, or after eight (8) hours of call back time.

SECTION 14.3 **Pay Step Advancement**

Effective January 1, 2005, each employee covered by this agreement shall advance through the pay steps as follows:

<u>PAY STEP ADVANCEMENT</u>			
<u>From Step</u>	<u>To Step</u>	<u>Term</u>	<u>Action</u>
A	B	At Least 1 Year	Merit
B	C	1 Year	Automatic
C	D	1 Year	Automatic
D	E	3 Years	Automatic

- (a) From the date of hire for a period of at least one (1) year, the employee shall be compensated at Step A.
- (b) One (1) year after the date of hire each employee shall be advanced to Step B pending receipt of a satisfactory Performance Evaluation by the Chief of Police. Any employee not receiving a satisfactory Performance Evaluation shall be reevaluated a minimum of one(1) time every six (6) months until the employee receives a satisfactory Performance Evaluation.
- (c) One (1) year after advancing to Step B, the employee shall be automatically advanced to Step C.
- (d) One (1) year after advancing to Step C, the employee shall be automatically advanced to Step D.
- (e) Three (3) years after advancing to Step D, the employee shall be automatically advanced to Step E.

SECTION 14.4 **Patrol Officer and Master Patrol Officer**

The job classification of Master Patrol Officer (Appendix A) and Patrol Officer (Appendix B) attached, shall be as approved by the City Council.

The job classification of Master Patrol Officer (MPO) shall include all Patrol Officer (PO) personnel assigned to duties such as Detective/Investigator, Evidence Officer/Technician, JNU, MANS, CPAT, NRT and Tri-County Auto Theft and other personnel that may be from time to time assigned to similar and/or related duties by the Chief of Police or the Chief's designated representative. All such personnel shall be paid the established MPO scale. Temporary MPO appointment shall not exceed sixty

(60) calendar days, in any calendar year, except when necessary for emergency and/or special on-going police operations including clandestine activities/investigations, and/or specially funded programs for their duration.

Employees completing service in specialized units such as JNU, MANS, CPAT, NRT or the Tri-County Auto Theft shall be reassigned to the Patrol Division.

However, the foregoing requirement does not apply to any employee serving in such specialized units as of May 23, 2006. Such employees shall return to the assignment held by the employee immediately prior to their assignment to such specialized units.

SECTION 14.5 **Automatic Advancement to Master Patrol Officer**

(a) Effective January 1, 2005, any bargaining unit employee who has reached the 9th anniversary date of his or her employment as a sworn Joliet Police Officer shall be considered a Master Patrol Officer (MPO) and shall be compensated in accordance with the Salary table attached as Appendix F.

(b) Beginning January 1, 2005, the annual base salary of a MPO with three complete years of service as a MPO shall be as specified in the Salary Table attached as Appendix G.

(c) Employees serving as a MPO by assignment of the Police Chief shall receive time in grade credit for service as an MPO, provided the employee serves a minimum of one year as an MPO by assignment. No other assignment shall be eligible for the foregoing benefit. If the employee serves less than one year as an MPO by assignment, then no time in grade credit shall be given to the employee. The time in grade credit shall be used solely for the purposes of this sub-section and for no other benefit. The time in grade credit for MPOs by assignment established in this sub-section shall only be available for employees assigned on or after January 1, 1999 and time in grade will begin accumulating as of January 1, 1999. No time in grade credit will be given to MPOs by assignment for service prior to January 1, 1999.

SECTION 14.6 **K-9 Officer**

Effective January 1, 2000, the City shall pay each K-9 Officer the sum of \$150.00 per month. In addition, each K-9 Officer shall be granted one half (1/2) hour per day and one additional hour per month Compensatory Time for the time the officer spends with the care and maintenance of the animal.

SECTION 14.7 **Special Assignment Pay**

(a) Each employee covered by this Agreement who works a Special Assignment Job shall receive a rate of pay determined by dividing the top annual base salary of a bargaining unit Patrol Officer position effective January 1, 1998 by 2080 hours (\$24.51). This rate may be increased to the current hourly rate upon 90 days written notice by the Labor Council to the City.

(b) Employees working a Special Assignment Job shall be covered by the City's Workers' Compensation program and Police Liability Insurance.

(c) The City shall charge an administrative fee to the user of a Special Assignment Job employee which shall be determined annually by the City Manager. The City Manager shall inform the Bargaining Committee of the amount of the administrative fee sixty (60) days prior to change in order to allow for comments. The City and the Labor Council agree and acknowledge that Special Assignment Pay is owed by the private party requesting the service and not the City. The City's sole role in Special assignments is to facilitate payment of Special Assignment pay to employees for the sole benefit of the employees. The Labor Council and the employees agree that hours worked on Special Assignment Jobs are not compensable by the City under FLSA.

SECTION 14.8 **Pick Up and Payment of Employee Pension Contribution**

The City shall pick up and pay to the Joliet Police Pension Fund (the Fund), on behalf of each Employee covered by this Agreement; an amount equal to the police officer contribution required by Section 3-125.1 of the *Illinois Pension Code* (40 ILCS 5/3-125.1), as amended, which as of the effective date of this agreement is 9.91% of salary. It is understood that this pick up and payment to the Fund consists of the amount assessed against each such Employee under the provisions of the Fund and shall be considered to be a payment of salary under Section 1. Such amounts picked up and paid to the Fund will be treated as employer contributions for income tax purposes pursuant to 26 USC Section 414(h). The City shall not be required by this paragraph to pick up and pay any additional amounts to the Fund.

The Labor Council agrees that the City's pick up and payment of contributions to the Fund is solely for the purpose of making such contributions, which otherwise would be made by the Employee, nontaxable for income tax purposes and shall not be considered as reducing the salaries paid to the Employees in accordance with Section 1 hereof. The Labor Council shall hold the City harmless and indemnify the City against any and all liabilities, losses, and expenses of whatever nature arising out of the City's agreement to pick up and make payments to the Fund in accordance with this Section.

ARTICLE XV

GENERAL CONDUCT

SECTION 15.1 **Conduct and Discipline**

As a member of the public service, a public employee shall conduct himself or herself, both on and off the job, in a manner so as to bring credit upon the service and shall abide by all Rules and Regulations of the City of Joliet, Board of Fire and Police Commissioners, State of Illinois and United States of America.

SECTION 15.2 **Bill of Rights**

The City agrees to afford the protection of the *Uniformed Peace Officer's Disciplinary Act* (50 ILCS 725/1 et seq.) to all Officers covered by this Agreement. Whenever any Officer is subject to questioning as part of an investigatory procedure, the employee may exercise their rights as provided by *N.L.R.B. vs. Weingarten*, 420 U.S. 251 (1975) and *Morgan vs. Central Management Services and Corrections*, 1 PERI Ý2020 (ISLRB 1985).

SECTION 15.3 **Non-Disclosure**

No Officer shall be required to disclose any item of personal property, income, assets, source of income, debt, personal or domestic expenditures (including those of family or household members) except as may relate to a conflict of interest in secondary employment or an obligation of public officials required by State or Federal law; or unless such information is directly necessary in an investigation concerning the performance of the Officer's official duties.

No photo of an Officer under investigation shall be made available to the media prior to a conviction for criminal offense or a decision rendered by the BOFPC or an arbitrator relative to disciplinary action.

SECTION 15.4 **Operations Manual**

Copies of changes to the Operations Manual will be provided to the Bargaining Committee in addition to other distribution.

ARTICLE XVI

SAFETY AND HEALTH

SECTION 16.1 **Safety Conditions**

Both parties to this Agreement hold themselves responsible for mutually cooperative enforcement of safety rules and regulations. Should an employee complain that his work requires the employee to be in an unsafe or unhealthy situation, in violation of acceptable safety rules, the matter shall be adjusted immediately by the City Manager or an authorized representative. If the matter is not adjusted satisfactorily, the grievance may be processed according to the grievance section of this Agreement.

SECTION 16.2 **Joint Safety Committee**

The parties to this Agreement shall establish a five (5) member Joint Safety Committee consisting of at least one (1) representative of Bargaining Committee for purposes of promulgating a written safety code and for reviewing and discussing former accidents or injuries with the intent of Improving the health and safety condition of the City of Joliet service. Both parties agree to enforce such code.

ARTICLE XVII

BULLETIN BOARDS

The City will furnish and maintain a bulletin board which may be used by the Labor Council for posting notices signed by an accredited Labor Council official and/or by the City. No political or personal matters shall be displayed thereon. Notices shall be subject to the approval of the City Manager.

ARTICLE XVIII

VACATION

SECTION 18.1 Vacation Accrual

Each employee shall accrue Vacation Leave on a monthly basis as follows, based upon their City seniority.

<u>CITY SERVICE</u>	<u>MONTHLY ACCRUAL</u>	<u>ANNUAL ACCRUAL</u>
Hire Date to 5 th Anniversary	0.83 work days	10 work days
5 th Anniversary to 12 th Anniversary	1.25 work days	15 work days
12 th Anniversary to 20 th Anniversary	1.67 work days	20 work days
After 20 th Anniversary	2.08 work days	25 work days

SECTION 18.2 Forfeiture

On December 31st of each year, each employee will be required to have reduced the employee's Vacation Leave holdover to no more than one and one-half (1½) times the employee's annualized accrual rate. At that time, any vacation accrued in excess of the maximum will be forfeited. Each employee who exceeds the maximum limit on vacation accrual due to operational necessities or the employer and/or proven personal emergencies shall not be required to forfeit the monthly vacation accrual above the maximum limit.

SECTION 18.3 Scheduling

Vacations will be scheduled in any calendar year by the Chief of Police or an authorized representative for the purpose. The previously established rules of seniority governing preference in choosing a particular date for a vacation shall be followed, subject only to the restriction that it does not affect the proper and efficient functioning of the Police Department.

Vacation draws shall be by Departmental seniority as follows:

(a) *First Draw:* Annual vacation accrued, through 31 December of the year in which the draw occurs.

(b) *Second Draw:* Any carry-over from previous year(s).

SECTION 18.4 **Scheduling Exceptions**

By virtue of their assignment to specific operations and/or programs in the Department, certain members are not replaced when absent. Those members shall be allowed to waive their contractual right to participate in the vacation draw process and agree instead to schedule their vacation with the Chief of Police or the Chief's designee. The purpose of this Section is to create greater flexibility in the utilization of vacation leave and provides for more available slots in the Patrol Division yearly vacation draws.

SECTION 18.5 **Vacation Pay**

Upon termination of employment with the City, employees covered by this Agreement shall receive vacation credit as outlined in this Article by dividing the sum of the employee's annual salary, longevity pay and educational incentive pay by 2,080 hours.

ARTICLE XIX

CLOTHING

SECTION 19.1 **Uniform and Equipment Supplied**

The parties agree that the City of Joliet shall provide all necessary clothing and equipment; also maintenance and repair of said clothing and equipment. Sufficient ammunition shall be provided by the City to all Police personnel for range practices by the City, and the City shall issue all Police personnel service revolvers to be owned and paid for by the City.

The City shall issue to each sworn police officer covered by this agreement a minimum uniform of four pairs of uniform trousers and twelve uniform shirts (Six long and six short sleeve) and two (2) pairs of shoes with other equipment and uniform items.

SECTION 19.2 **Plainclothes Allowance**

In 2005, each Plainclothes Officer shall receive the sum of \$340.00 per year as an additional stipend paid during the month of December. Effective January 1, 2006, this stipend shall increase to the sum of \$500.00 per year.

SECTION 19.3 **Body Armor**

As part of the uniform and equipment supplied to the employees, the City shall provide each officer with an approved soft body armor vest; and, shall replace the body armor in accordance with the manufacturer's specifications, or as necessary. The "TYPE" of body armor shall be discussed and agreed to between the City and the Bargaining Committee, and more than one choice of manufacturer and/or style shall be provided.

ARTICLE XX

LONGEVITY PAY

SECTION 20.1 **Longevity Pay Schedule**

Each employee hired prior to December 31, 1982, covered by this Agreement shall receive Longevity Pay on an annual basis as follows:

<u>RANK/PAY STEP</u>	<u>YEARS OF CITY SERVICE</u>				
	5 Years	10 Years	15 Years	20 Years	25 Years
<i>Master Patrol Officer</i>					
A	\$372	\$742	\$1,115	\$1,487	\$1,987
B	\$410	\$720	\$1,230	\$1,639	\$2,139
C	\$441	\$882	\$1,323	\$1,764	\$2,264
D/E/F/G	\$474	\$949	\$1,423	\$1,897	\$2,397
<i>Patrol Officer</i>					
A	\$354	\$708	\$1,062	\$1,416	\$1,916
B	\$390	\$781	\$1,171	\$1,561	\$2,061
C	\$421	\$842	\$1,263	\$1,683	\$2,183
D/E/F/G	\$452	\$903	\$1,355	\$1,807	\$2,307

SECTION 20.2 **Eligibility**

Each employee hired after December 31, 1982, and before June 30, 1987, will be entitled to Longevity Pay based on the schedule contained in Section 1 of this Article, provided monies are available in accordance with the following:

- (1) The monies needed to fund Longevity Pay for all current employees hired prior to December 31, 1982, will remain frozen at that level throughout the term of this Agreement.
- (2) The employee must meet the time requirements as outlined in Section 1.

Each employee hired after July 1, 1987, shall be entitled to Longevity Pay after 15 and 20 years of continuous service as a Patrol Officer and/or a Master Patrol Officer in the amount of \$1,423 and \$1,897 respectively. (Therefore, the first longevity

payment shall not occur until the year 2003.) The applicable amount shall be added to the eligible employee's annual base rate of pay. Effective January 1, 2000 employees having completed 25 years of service to the City in the Police Department shall receive an additional Longevity Pay of \$500.00 as set forth in the schedules in Section 20.1.

The provisions outlined in this section shall be the one and only longevity payment for all bargaining unit members and shall forever end negotiations of this matter unless the parties mutually agree otherwise.

ARTICLE XXI

GROUP INSURANCE PROGRAM

Unless otherwise stated herein, the City and the Union agree that this Article shall remain in effect from October 1, 2009 until December 31, 2021, inclusive.

SECTION 21.1 Health Benefit Plan for Active Employees:

(a) Plan Structure

The City of Joliet agrees to provide and pay for a modified group medical health insurance program for each permanent, full time employee covered by this Agreement. The program currently consists of a Preferred Provider Organization (PPO), with physician components, provided by Blue Cross/Blue Shield, but the carrier may be changed as conditions warrant, so long as the coverage remains the same.

(b) Group Health Insurance Benefits for Active Employees

The City shall provide group health insurance benefits for each permanent, full-time employee covered by this Agreement, and their dependents, in accordance with the Plan Document ("Plan") currently on file in the Office of the City Clerk, except as may be otherwise expressly set forth herein. A summary of the key health insurance benefits to be provided by the City to eligible active employees is as follows:

SUMMARY OF KEY HEALTH INSURANCE BENEFITS FOR ACTIVE EMPLOYEES

General Provisions

<u>Item</u>	<u>Benefit</u>
Lifetime Maximum for all Benefits	\$3,000,000
Individual Premium	\$50 payroll deduction per pay period (\$1,300 per benefit period) (effective 1/1/2010)
Family Premium	\$50 payroll deduction per pay period (\$1,300 per benefit period) (effective 1/1/2010)
Individual Deductible Participating Provider Non-Participating	\$250 per benefit period (effective 1/1/2010) \$500 per benefit period (effective 1/1/2010)
Family Deductible Participating Provider Non-Participating	\$500 per benefit period (\$250/person, not to exceed \$500 for entire family) (effective 1/1/2010) \$1,000 per benefit period (\$500/person, not to exceed \$1,000 for entire family) (effective 1/1/2010)
Individual Out-of-Pocket Expense Limit (does not apply to all services – see Plan Document) Participating Provider Non-Participating	\$1,000 per benefit period \$3,000 per benefit period

Family Out-of-Pocket Expense Limit (does not apply to all services – see Plan Document) Participating Provider Non-Participating	\$3,000 per benefit period \$9,000 per benefit period
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Hospital Benefits

<u>Item</u>	<u>Benefit</u>
Inpatient Covered Services Participating Provider Non-Participating	100% of the Eligible Charge 70% of the Eligible Charge
Outpatient Covered Services Participating Provider Non-Participating	100% of the Eligible Charge 70% of the Eligible Charge
Hospital Emergency Care	80% of the Eligible Charge

Physician Benefits

<u>Item</u>	<u>Benefit</u>
Surgical Covered Services Participating Provider Non-Participating	100% of the Maximum Allowance 70% of the Maximum Allowance
Medical Covered Services Participating Provider Non-Participating	80% of the Maximum Allowance 70% of the Maximum Allowance
Emergency Medical Care when rendered by a Physician	80% of the Maximum Allowance

<u>Prescription Drug Program Benefits</u>	
<u>Item</u>	<u>Employee Copayment</u>
Generic Drugs	\$8 per prescription
Brand Name Drugs (for which there is no generic available) and diabetic supplies	\$15 per prescription
Brand Name Drugs (for which there is a generic available)	\$35 per prescription
<u>Home Delivery Prescription Drug Program (90 day supply)</u>	
Generic Drugs	\$14 per prescription
Brand Name Drugs (for which there is no generic available) and Diabetic Supplies	\$28 per prescription
Brand Name Drugs (for which there is a generic available)	\$68 per prescription

<u>Dental Benefits</u>	
<u>Item</u>	<u>Benefit</u>
Deductible	\$25 per benefit period
Preventative Services	100% of the Usual and Customary (U&C) Fee
Primary Services	100% of the U&C Fee
Major Services	50% of the U&C Fee
Benefit Period Maximum	\$1,000
Orthodontic Services	50% of the U&C Fee
Orthodontics Lifetime Maximum	\$1,000
Passive PPO Plan	Same benefits and limits as above

(d) **Group Term Life Insurance Benefits for Active Employees**

In addition to the foregoing group health insurance benefits, the City shall also provide, at no charge to the employee, group term life insurance for each active full-time employee, but not their dependents, with a death benefit of \$12,500 payable as directed by the covered employee.

(e) **Group Long Term Disability Benefits for Active Employees**

In addition, the City shall provide, at no charge to the employee, group long term disability insurance for each active full-time employee.

(f) **Working Spouses and Dependents of Active Employees**

(1) **Primary Coverage Limited**

In the event the spouse or a dependent of an active employee enrolled in the City's group health insurance plan is employed on a non part-time basis (defined 36 hours or more per week on average), and the spouse or dependent is eligible for health insurance provided by his or her employer, then the spouse or dependent shall not be insured by the City on a primary basis. Coverage by the City on a secondary basis shall be available, provided the spouse or dependent has enrolled with his or her employer

for primary coverage, the spouse or dependent is properly enrolled in the City's Plan and all applicable premiums and copayments are paid as required.

(2) Waiver/Premium Credit

In the event the employer of the employee's spouse or dependent offers health insurance benefits, but does not offer individual coverage to the spouse or dependent on a primary basis for a premium totaling \$1,300 or less per year, then, at the option of the City, the City may elect to either waive the limitation on primary coverage set forth herein or provide the active employee with a credit against premiums due the City in the amount that the third party employer premiums exceed \$1,300 per year. The City may make or modify this election during each annual open enrollment period or at the time the City is informed by the employee that the employee's spouse or dependent has become eligible for employer-provided health insurance as provided below.

(3) Duty of Employee to Notify City of Status of Spouse or Dependent

The City shall provide an annual open enrollment process in which the employee shall be required to provide sufficient information to the City to establish the proper status of a spouse or dependent in order to determine eligibility for benefits and appropriate premiums and copayments under this Section. In addition, employees shall notify the City of a spouse or dependent becoming eligible for employer-provided health insurance within thirty (30) days of such eligibility. The City shall also permit mid-year changes in enrollment status of spouses and dependents due to changes in employment status.

An employee's failure to timely notify the City of a change in the status of a spouse or dependent, or to provide complete and accurate information required by the City pursuant to this Section may constitute just cause for discipline and for the denial or limitation of benefits and for the reimbursement of benefits improperly paid.

(4) Coordination of Benefits-Dependent Children of Parents not Separated or Divorced or of Divorced Parents Having Joint Custody

In the event that a dependent child is covered by more than one health insurance plan, then the plan covering the parent whose birthday falls earlier in the year shall provide primary coverage for the dependent child. If both parents have the same birthday, then the plan that has provided coverage longer shall provide primary coverage.

(5) Coordination of Benefits-Dependent Children of Divorced or Separated Parents

In the event that a dependent child is covered by more than one health insurance plan, then the plan covering the parent with custody of the child shall provide primary coverage and the plan of the spouse of the parent having custody shall provide secondary coverage. The plan of the parent not having custody of the child shall provide the next level of coverage.

The foregoing notwithstanding, if an order or decree issued by a court of competent jurisdiction provides a different method of coordination of benefits, then such method shall govern and control upon proper notification to the affected plans.

(e) Employee Election to Opt Out of Plan

An active employee may opt out of the City's group health insurance plan at any time upon the submittal of written notice to the Department of Human Resources, or as the City Manager may otherwise direct. An election to opt out shall take effect on the first day of the second complete pay period following the submittal of written notice.

An employee that opts out shall not be required to pay the required premium for the City's group health insurance plan. In addition, an active employee that elects to opt out shall be eligible for an Opt Out Incentive. The amount of the Opt Out Incentive for employees having individual coverage shall be \$100 per pay period. The amount of the Opt Out Incentive for employees having family coverage shall be \$200 per pay period. The Opt Out Incentive shall be paid in conjunction with regular payroll but, to the extent permitted by law, shall not be considered salary for purposes of calculating hourly rates, pension benefits, overtime pay, holiday stipend, sick leave or vacation buyouts. The City may withhold income taxes from the Opt Out Incentive.

An employee who elects to opt out shall not be eligible for City group health insurance benefits after the opt out notice takes effect, whether on a primary, secondary or other basis. An election to opt out shall remain in effect until properly rescinded by the employee. In order to rescind an election to opt out, the employee must file a written notice with the Department of Human Resources that the employee is reenrolling in the City's group health insurance plan for the upcoming benefit period. This notice can only be filed during the annual open enrollment period or upon the occurrence of a midyear Qualifying Change in Status. The Opt Out Incentive shall be terminated at the time the opt out rescission takes effect.

For the purposes of this Section, a Qualifying Change in Status shall mean an event that affects eligibility for coverage in the City Plan, such as marriage, legal separation, divorce, loss of all eligible dependents, gain of eligible dependents, an employee gaining or losing eligibility for coverage in another health insurance plan, loss or gain of Medicare for any reason and coordination of a spouse's open enrollment period.

An Employee having a spouse that is also employed by the City, or that is enrolled on the City's Plan in his or her own right as a City retiree or disabled person, is not eligible for the Opt Out Incentive, unless both the Employee and his or her spouse elect to opt out, in which case neither the Employee nor the spouse shall be entitled to coverage on the City's Plan on a primary, secondary or other basis.

An Employee having a spouse that is also employed by the City shall be required to pay the monthly premium on an individual or family basis as the employee may designate (unless both the Employee and the Employee's spouse elect to opt out as provided above). In addition, if such an employee and his or her City-employed spouse

enroll for family coverage, then the City shall provide coverage to the employee, the spouse and their respective dependents on a primary and secondary basis for Hospital Benefits and Physician Benefits (but not Dental Benefits or Supplemental Vision Benefits).

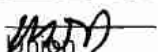
SECTION 21.2 **Health Benefit Plan for Separating Employees (Retirees)**

Unless otherwise stated herein, the City and the Union agree that this Section shall remain in effect until December 31, 2021.

The City shall provide group health insurance benefits for each separating employee covered by this Agreement who, at the time of separation, has a minimum of twenty (20) years of service as a full time City of Joliet police officer. Eligible separating employees shall be entitled to receive Hospital Benefits, Physician Benefits and Prescription Drug Program Benefits, but not Dental Benefits or Vision Benefits, in accordance with the Plan Document currently in effect, except as may be otherwise expressly set forth herein. The City shall bear the costs of these benefits for the separating employee. The separating employee shall bear the costs of these benefits, i.e. pay the monthly premium charges, for eligible dependents.

A summary of the key health insurance benefits to be provided by the City to eligible separating employees is as follows:

<u>SUMMARY OF KEY HEALTH INSURANCE BENEFITS FOR SEPARATING EMPLOYEES</u>	
<u>General Provisions</u>	
<u>Item</u>	<u>Benefit</u>
Lifetime Maximum for all Benefits	\$3,000,000
Premium	\$0 for the separating employee. \$118.20 per month for a spouse under 65, \$59.10 per month for a spouse over 65 (on Medicare) and \$217.68 per month for family coverage
Individual Deductible Participating Provider Non-Participating	\$250 per benefit period (effective 1/1/2010) \$500 per benefit period (effective 1/1/2010)
Family Deductible Participating Provider Non-Participating	\$500 per benefit period (\$250/person, not to exceed \$500 for entire family) (effective 1/1/2010) \$1,000 per benefit period (\$500/person, not to exceed \$1,000 for entire family) (effective 1/1/2010)
Individual Out-of-Pocket Expense Limit (does not apply to all services – see Plan Document) Participating Provider Non-Participating	 \$1,000 per benefit period \$3,000 per benefit period
Family Out-of-Pocket Expense Limit (does not apply to all services – see Plan Document)	


Union

Participating Provider	\$3,000 per benefit period
Non-Participating	\$9,000 per benefit period

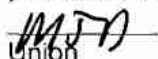
<u>Hospital Benefits</u>	
<u>Item</u>	<u>Benefit</u>
Inpatient Covered Services	
Participating Provider	100% of the Eligible Charge
Non-Participating	70% of the Eligible Charge
Outpatient Covered Services	
Participating Provider	100% of the Eligible Charge
Non-Participating	70% of the Eligible Charge
Hospital Emergency Care	80% of the Eligible Charge

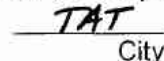
<u>Physician Benefits</u>	
<u>Item</u>	<u>Benefit</u>
Surgical Covered Services	
Participating Provider	100% of the Maximum Allowance
Non-Participating	70% of the Maximum Allowance
Medical Covered Services	
Participating Provider	80% of the Maximum Allowance
Non-Participating	70% of the Maximum Allowance
Emergency Medical Care when rendered by a Physician	80% of the Maximum Allowance

<u>Prescription Drug Program Benefits</u>	
<u>Item</u>	<u>Employee Copayment</u>
Generic Drugs	\$8 per prescription
Brand Name Drugs (for which there is no generic available) and diabetic supplies	\$15 per prescription
Brand Name Drugs (for which there is a generic available)	\$35 per prescription
<u>Home Delivery Prescription Drug Program (90 day supply)</u>	
Generic Drugs	\$14 per prescription
Brand Name Drugs (for which there is no generic available) and Diabetic Supplies	\$28 per prescription
Brand Name Drugs (for which there is a generic available)	\$68 per prescription

The parties acknowledge that there currently is pending in the Illinois Appellate Court the case of Marconi et al. v. City of Joliet, No. 3-11-0865. This case involves a claim brought by four individual retirees which asserts that the annual deductible, prescription drug co-payments and certain other retiree obligations as described in this Section, as originally implemented on January 1, 2010, violate their rights under Article XIII, Section 5 of the Illinois Constitution.

The City and the Union agree that under the terms of this Agreement, and all predecessor collective bargaining agreements, the City is authorized to require the


Union


City

payment of a premium for retiree dependent coverage based on the full cost of such coverage. The parties further acknowledge that under the terms of this Agreement that the City has agreed to not fully exercise this authority as to those retirees that pay the annual deductible, prescription drug co-payments and certain other retiree obligations required by this Section. Therefore, in the event one or more of the plaintiffs in the Marconi case, or any other retiree, does not pay the annual deductible, prescription drug co-payments and certain other retiree obligations as described in this Section, then, as to such persons only, the City may fully exercise its contractual authority and may increase the premium charged for coverage of the dependents of the retirees in an amount not to exceed, in total, the full cost of such coverage.

In addition to the foregoing group health insurance benefits, the City shall also provide, at no charge to the employee, group term life insurance for each eligible separating employee, but not their dependents, with a death benefit of \$12,500 payable as directed by the separated employee.

SECTION 21.3 **Health Benefit Plan for Disabled Employees**

(a) *Permanent Partial Disability.* The City of Joliet shall allow each former employee who at the time of separation is receiving a disability pension benefit and is physically or mentally unable to perform the duties of the position which the former employee held at the time of separation, to continue to receive the following group insurance benefits.

(1) Hospital, Physician and Prescription Drug Benefits, including eligible dependents, as outlined above. The City shall bear the cost of these benefits for separating employee. The City shall bear the cost of these benefits for the permanent partially disabled employee. The permanent partially disabled employee shall bear the cost of these benefits, i.e., pay the monthly premium charges, for eligible dependents.

(2) Group Term Life Insurance in the amount of \$12,500 at the City's expense.

(b) *Permanent Total Disability.* The City of Joliet shall allow each former employee who at the time of separation is receiving a disability pension benefit and is physically or mentally unable to work in any occupation for which the employee may qualify, to continue to receive the following group insurance benefits.

(1) Hospital, Physician and Prescription Drug Benefits, including eligible dependents, as outlined above..

(2) Dental Benefits, including eligible dependents, as outlined above.

(3) Group Term Life Insurance in the amount of \$12,500.

SECTION 21.4 **Health Benefit Plan for Surviving Spouse**

The City shall allow a surviving spouse and eligible dependents of a deceased employee, either active or retired at the time of death, to maintain group health insurance benefits, provided these individuals pay the monthly premium charge for this coverage to the City. This coverage shall cease upon remarriage of the employee's spouse.

If the employee is killed in the line of duty the City shall allow the surviving spouse and eligible dependents to remain in the insurance program and receive benefits as listed in Section 1 of this Article. The City shall bear the cost of this coverage, provided the individuals are not covered by a compatible plan.

SECTION 21.5 **Program Coverage**

Payment of any and all benefits described in this Article shall be made solely in accordance with and subject to the terms, conditions and provisions of the program documents which are on file in the office of the City Clerk. Each covered employee shall receive a booklet describing the coverages provided under both the Group Health Insurance, Dental and Long Term Disability plans.

SECTION 21.6 **Joint Health Care Review Committee**

The Bargaining Committee shall designate one (1) of its members to represent it on the Joint Health Care Review Committee, consisting of one (1) representative from each bargaining unit and designated members of the City Administration. This committee shall meet at least monthly during the term of this contract, in order to determine and establish the most cost beneficial health care program to both the City and its employees.

SECTION 21.7 **Other Benefits**

(a) **Wellness Benefit**

Each employee and dependents are eligible to receive reimbursement up to a maximum of \$200.00 per calendar year for treatment or services rendered for eye care, or the \$200.00 reimbursement may be used by the employee for the purpose of participating in a physical fitness program at an accredited college, health club or public gymnasium. However, the allowance of \$200.00 for an Annual Routine Physical Examination, provided under the City's Health Benefit; Plan, shall be forfeited if the employee uses the \$200.00 allowance for eye care or a qualifying physical fitness program.

(b) **Survivors**

Survivors of an officer killed in the line of duty shall be reimbursed up to \$10,000 for funeral expenses upon presentation of receipts and/or invoices

(c) Supplemental Accident Benefit Repealed

The \$300 Supplemental Accident Coverage benefit is repealed effective October 1, 2009.

(d) Supplemental Vision Benefit

Effective January 1, 2010, in addition to any other benefit provide under this Agreement, each Employee and their dependents shall be eligible for a group vision care benefit with a annual benefit limit of \$150.00 per benefit period for the purchase of prescription vision care products and professional vision care services, including, but not limited to, eye examinations by a licensed ophthalmologist or optician, prescription eyeglasses, prescription contact lens and vision correction or enhancement surgery by a medical doctor.

ARTICLE XXII

NO STRIKE - NO LOCK OUT

SECTION 22.1 **No Strike**

It is agreed that during the term of this Agreement, neither the Labor Council, its officers or agents and any employee covered by this Agreement will instigate, promote or engage in any strike, stoppage of work or interfere with City operations.

SECTION 22.2 **No Lockout**

The City agrees not to lock out any employee covered by this Agreement during the term of the Agreement.

ARTICLE XXIII

DRUG TESTING

SECTION 23.1 **Prohibitions**

Employees are prohibited from consuming, possessing, or using alcohol at any time during the workday or anywhere on the Employer's premises or to report to work under the influence of alcohol except in accordance with duty requirements. Employees are required to report to their supervisor any known side effects of medication or prescription drugs, which they are taking. Employees are prohibited from possessing selling, using, purchasing or delivering illegal drugs in violation or any State or Federal Statutes.

SECTION 23.2 **Type of Testing**

Where the Employer has reasonable suspicion to believe that an Employee is under the influence of alcohol during the course of the workday or has used illegal drugs, the Employer shall have the right to require the Employee to submit to alcohol or drug testing.

SECTION 23.3 **Order to Take Test**

The Employer shall provide the employee, at the time he or she is ordered to submit to testing, with a written notice of the order, setting forth the facts and inferences upon which the Employer bases its conclusion of reasonable suspicion. The employee shall be given a reasonable time, not to exceed one hour, to consult with a union representative and/or counsel prior to any questioning. The City shall only discuss the particulars of the case with the employee and a union representative. Refusal to comply with the order to test may subject the employee to discipline, but the taking of a test shall not operate to waive any objection or rights the employee may have. No employee shall be subject to any adverse employment action, except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Such reassignment or relief from duty shall be discontinued immediately in the event of negative test results if such reassignment was solely to await the result of a testing procedure.

SECTION 23.4 **Specialized Units**

All members volunteering for assignment to specialized units shall be subject to drug testing upon their conditional selection to said specialized unit. Specialized units will consist of the Tactical Unit and any multi-jurisdictional unit (e.g., Metropolitan Area Narcotics Squad, Cooperative Police Assistance Team, and the Tri-County Auto Theft Task Force).

SECTION 23.5 **Right to Contest**

The union and/or the employee shall have the right to contest and/or grieve any aspect of any testing for just cause under this Agreement, including the right to test, the order, the administration of the test, the significance or accuracy of the test, or the consequences of the test results. Nothing herein shall waive or limit any rights employees may have concerning such test that may arise outside this Agreement, which the employee may pursue with or without the union.

SECTION 23.6 **Voluntary Requests for Assistance**

No adverse employment action shall be taken in any manner or forum against any employee for drug and/or alcohol usage who, prior to a positive result, voluntarily seeks assistance for alcohol or drug related problems, other than the Employer may temporarily reassign an employee if he is then unfit for duty in his current assignment. All such requests shall be held strictly confidential and not released or used in any manner or forum contrary to the employee's interests. Such voluntary requests shall

not confer immunity from discipline for any criminal activity or misconduct attendant to substance abuse.

SECTION 23.7 **Department-Wide Random Testing**

- (a) All members of the Labor Council shall be subject to random drug testing. Members shall be assigned a permanent number and the selection of those to be tested shall be determined by a random drawing conducted by the Chief of Police and/or Deputy Chief in the presence of a selected Labor Council member. The Chief will be permitted to have four (4) random drawings per year with a maximum of 15% of total membership tested per drawing. No employee shall be subject to more than three (3) random tests per calendar year.
- (b) The Chief, without looking, will select officers for random testing by picking the assigned permanent numbers out of a container. The selection of numbers will be witnessed by a member of the Labor Council chosen by the Executive Board of the Labor Council. After an officer is selected, the testing will proceed as described in this Article.
- (c) A test for the presence of illegal drugs shall also be a part of any medical examination ordered by the City in connection with promotions, recall, or the return to duty after leaves of absence which does not include sick leave, vacation, or on-duty injury. All tests ordered by the City shall be at the expense of the City.
- (d) In all drug testing, whether for just cause or for random, the City shall use only a clinical laboratory or hospital facility that is licensed per the *Illinois Clinical Laboratory Act*, which laboratory shall comply with all NIDA standards. The City shall establish a chain or custody procedure to insure the integrity of samples and test results. Sufficient samples shall be collected so as to permit an initial, a confirmatory test, and an optional subsequent test to be arranged at a facility of the employee's choosing. Confirmatory testing shall be by gas chromatography, plus mass spectrometry (GCMS), or an equivalent or better scientifically accurate test. The cost of an optional subsequent test will be borne by the employee should he or she choose to have such test conducted.
- (e) As to drug testing, the Employer shall only be notified in the event that a sample has tested positive for a particular drug on both the initial and confirmatory test and any information otherwise coming into the possession or knowledge of the Employer resulting from the testing itself (e.g., insurance billings), except for confirmed results, shall not be used in any manner or forum adverse to the employee's interests. As to alcohol testing, test results showing an alcohol concentration of .08 or more (based on grams of alcohol per 100 milliliters of blood) shall be considered positive; the Employer shall bear the burden of proof of establishing that concentrations less than .08 indicated the employee is under the influence in violation of this article. The employee shall receive a copy of all test

results, information, documents and other reports received by the employer.

- (f) In the first instance an employee test positive as defined above on a non-prescribed drug or alcohol test, the employee may be subject to disciplinary action, up to and including discharge. The following facts will be given consideration when determining discipline if the employee: (1) participates in an appropriate treatment program, including after care as determined by the physician(s) involved; (2) discontinues illegal use of drugs or abuse of alcohol; and (3) submits to periodic testing at the discretion of the Chief for one (1) additional year after completion of an after-care program. Employees who do not comply with the conditions of this section, or who test positive for the second time, shall be subject to discipline up to and including discharge. Employees who are unfit to perform reasonable duties to which they may be assigned during the period of their treatment and after care shall be permitted to take accumulated time off and shall be afforded a leave of absence up to 12 weeks upon request for the period of counseling and after care, at the option of the employee.

PSYCHOLOGICAL TESTING

SECTION 23.10 Testing Permitted

Psychological testing of an officer shall only be ordered by the Chief of Police. Such testing shall occur only when the Chief has individualized, objective and articulable reasons which constitute just cause to believe that such testing is necessary because the officer's mental status poses a significant threat to health and safety of the officer, co-worker's, and the general public.

SECTION 23.11 Testing Notice and Representation

Whenever an officer is to be ordered to undergo any psychological evaluation, interviews, counseling or testing, a full written explanation of all facts and circumstances in support of such order shall be provided to the affected officer at least 72 hours in advance (except in a life threatening emergency) of any evaluation/testing.

SECTION 23.12 Tests Conducted

Any and all evaluations, interviews, counseling or testing shall only be conducted by a licensed, certified psychiatrist, psychologist or other mental health professionals trained and experienced in psychological evaluation/testing and interpretation. Under no circumstances shall the officer be subjected to polygraph examination or to the use of any drugs.

In order to insure the objectivity of the process undertaken, only sufficient information to provide a basis for the testing may be provided to the mental health professional.

SECTION 23.13 Results

Test results, including all related interview notes, reports, tapes, etc. shall be held in strictest confidence. The mental health care professional (including the institution itself, where applicable) conducting such function shall not divulge details or characteristics of test results or assessments to the City; that are not related to the employee's job responsibilities. The mental health professional shall base his/her opinion on the officer's ability to perform the essential functions of his/her job; and, only after having been advised in writing by the City of the definition and description of the officer's essential functions.

In the event the officer is deemed unfit for duty, such claim shall be accompanied by a clear opinion as to the specific time period such opinion is valid. The officer shall then have the right to have an independent test/evaluation/assessment, by another, similarly qualified professional, who shall report his/her finding to both the City and the officer. Any dispute concerning such opinions, shall be finally resolved by a third psychological/psychiatric evaluation. Such psychologist/psychiatrist shall be mutually agreed upon by the parties.

The officer, or his authorized agent, shall be supplied with any and all facts which are alleged to support the order to undergo the testing, including the names of complainants, witnesses, reports, statements, and other documents which in any way relate to the basis for the order. Upon completion of the testing and reported assessment of the mental health professional, no aspect of the officer's job shall be modified unless just cause exists.

No suspension, discharge, or other adverse employment action may be taken against the officer except for just cause. However, the affected officer may be relieved from duty without loss of pay or benefits pending such testing and the receipt of the results of such testing. The rights and protections afforded the officer by the Informed Peace Officer's Disciplinary Act, or any other laws, shall not be diminished in any way by this provision and will at all times be applicable.

SECTION 23.14 Compensation and Costs

All testing, interviews, evaluations, etc. required by the Department for which the officer is required to participate shall be considered hours of work for the purposes of pay and worker's compensation liability.

The cost of any and all related testing, interviews, evaluations ordered by the City shall be borne by the City. The cost of counseling will be borne by the employee' however, the employee will be eligible to submit such costs to the City of Joliet health insurance carrier or any other applicable third party carrier. In the event a third evaluation is required, the City will bear the cost.

ARTICLE XXIV

EMPLOYEE SECURITY

SECTION 24.1 Probationary Period

The probationary period for all newly hired police officers shall be for a period of twelve (12) months from the date of hire. The City may, for just cause, extend the probationary period for a period not to exceed six (6) additional months.

SECTION 24.2 Just Cause Standard

Pursuant to Article 2, Section 2.3 of this Agreement no employee covered by the terms of this Agreement shall be suspended, relieved of duty, disciplined in any manner, or discharged without just cause.

SECTION 24.3 Personnel Files

The City's personnel files, disciplinary history and investigative files (except pending investigations) relating to any employee covered by this Agreement shall be maintained in one complete file; and, shall be available for inspection and copying by the employee, or authorized Labor Council representative (IF the employee gives written authorization), during business hours and upon reasonable notification of such request. A Labor Council representative may inspect an employee's personnel file which is maintained by Human Resources if the employee gives written authorization during business hours and upon reasonable notification of such request.

An employee shall be entitled to a copy of any material contained in said files, except information regarding reference checks, responses or information which was provided with the specific request that it remain confidential or other material exempted from the *Personnel Records Review Act*(820 ILCS 40/1 et seq.).

In the event that the employee's files contain material which is adverse to the employee, then said employee shall have the right to have placed in the file a written rebuttal to the adverse material.

Any information of an adverse nature which is unfounded, exonerated or otherwise not sustained shall not be maintained in any file, nor used against any employee in any future proceeding.

Prior suspensions of five (5) days or fewer, shall not be used to aggravate current disciplinary action, provided the prior suspension occurred at least five (5) years prior to the act now giving rise to discipline and provided further, there has been no other discipline of any type within said five (5) year period.

Prior oral or written reprimands shall not be used to aggravate current disciplinary action, provided the prior reprimand occurred at least three (3) years prior to the act now giving rise to discipline and provided further, there has been no other discipline of any type within said three (3) year period.

Shift level counseling shall not be used to aggravate current disciplinary action, provided the counseling occurred more than one (1) year prior to the act now giving rise to discipline.

SECTION 24.4 Employee Indemnification

The City shall defend and provide representation to Police Officers sued for actions taken within the scope of their employment and/or authority, where the Officer cooperates with the Employer in defense of the action. The City shall select the legal representative.

SECTION 24.5 Procedures for the Evaluation of Applicants for the Rank of Police Sergeant

(a) General

Except as may be specifically provided in this section, the procedures for promotion of a bargaining unit member to the rank of Police Sergeant shall be in accordance with the promotional rules in effect as of the effective date of this agreement. If such rules are amended during the term of this agreement, the City agrees to bargain in good faith with the Union concerning such amendments of the Rules and Regulations of the Board of Fire and Police Commissioners relating to promotions to Police Sergeant and which constitute mandatory subjects of bargaining. Except as may be set forth in this section pertaining to the procedures utilized by the City to evaluate applicants for promotion to the rank of Police Sergeant, the City shall not be required to negotiate with the Union concerning any other term and condition of employment, or any other impact thereon, for any rank above the rank of Police Sergeant.

(b) Police Sergeant

The computation of grade for this promotional appointment shall consist of a weighted grade based upon 60% written examination, 15% seniority and 25% oral technical examination. The oral examination shall precede the written examination. In determining the eligibility register, only the final grade for this promotional appointment shall be considered in arriving at the relative ranking of individuals on an eligibility register. A promotional applicant must achieve a minimum 70% on the written examination and a minimum combined score of 70% on the written examination and the oral examination to be considered eligible for promotional appointment. The final grade shall be determined and comprised of the total weighted scores for the written and oral examinations and seniority.

(c) Rule of One

The Board of Fire and Police Commissioners shall certify and maintain a list of eligible candidates for promotion, by classification and rank, of persons having passed the promotional examinations. Promotional appointments shall be made from the list of eligible candidates in the order of the ranking of the candidates on the eligibility list ("Rule of One").

However, the Board shall be authorized to pass over the highest ranked candidates when it is established that just cause exists that prevents the highest ranked candidate from performing his or her responsibilities if promoted. In such event, the next highest ranked candidate shall be promoted. The Board shall be authorized to make a determination whether just cause exists for not promoting the highest ranked candidate. The Board shall base its decision upon commonly accepted precedent as to what establishes just cause. If the Board receives evidence that just cause to pass over a candidate may exist, then the Board shall notify the candidate of such evidence and afford the candidate an opportunity to be fairly and impartially heard and to offer any rebuttal evidence. The Board, in making its determination, shall also be authorized to review all personnel files of the candidate, may request information from the Chief of Police and may request a background investigation to be conducted by the Police Department or any other investigatory agency it may choose. The Board's finding of just cause for denying promotion shall be subject to the grievance procedure contained in this Agreement; however, if a grievance is filed, the grievance shall proceed directly to arbitration and shall not be reviewable at the steps preceding arbitration.

(d) Conflict with Rule of Fire and Police Board

This Article shall prevail and take precedence over any Rule of the Police and Fire Board of Commissioners that is in direct conflict herewith.

SECTION 24.6 **Residency**

Residency within the corporate limits of the City of Joliet shall not be a mandatory condition of employment as a law enforcement officer with the City covered by this Agreement. Residency within the corporate limits of the City of Joliet shall not be a mandatory condition of promotion to another rank within the Police Department represented by the Union.

ARTICLE XXV

TERM AND MODIFICATION

SECTION 25.1 **Retroactivity**

It is agreed by the parties that all of the terms and conditions of the agreement, including compensation provisions, unless otherwise specified herein, shall be applied effective the date of ratification by both parties, and be considered to have been in full force and effect from that date henceforth. Provided, however, that there shall be no retroactivity for special assignment duty performed prior to the date that this Agreement is duly executed by the parties.

SECTION 25.2 **Duration**

This agreement shall be in effect until December 31, 2015. It shall continue thereafter in full force and effect from year to year unless written notice is given no later

than sixty (60) days prior to the expiration date of the agreement. Notice shall be given to the City by delivering the same to the office of the City Manager and notice shall be given to the Labor Council by delivering the same to the Labor Council and the Bargaining Committee. Notice may be delivered personally or by certified mail.

SECTION 25.3 **Right to Re-open**

During its effective term, the City agrees to permit this agreement to be re-opened by the Labor Council for additional negotiations on wages or major fringe benefits only on account of a wage/fringe package subsequently negotiated with IAFF Local 44.

RATIFICATION

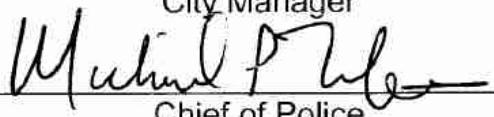
THIS AGREEMENT is made and entered into this 10 day of DECEMBER, 2012.

FOR THE LABOR COUNCIL:


FOP Representative

Bargaining Committee

FOR THE CITY OF JOLIET:

Thomas A. Thomas
City Manager

Chief of Police

APPENDIX A

POLICE MASTER PATROL OFFICER

GENERAL STATEMENT OF DUTIES

Performs general duty police work in protection of life and property, enforcement of laws and investigation of crimes; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS

The work of this class involves responsibility for the protection of life and property, prevention of crime, apprehension of criminals and the general enforcement of laws and ordinances in a designated area on an assigned shift or on special assignments. Duties may consist of routine patrol, preliminary investigation, and traffic regulation which may be performed in cruiser cars or on foot. Police Master Patrol Officers also, may be assigned duties formerly performed by detectives, youth counselors, evidence technicians and/or police dispatchers; however, to be so assigned, personnel must be classified as Police Master Patrol Officers. The work involves an element of personal danger and the employee must be able to act without direct supervision and to exercise independent judgment in meeting emergencies. Assignments may include work at headquarters on special tasks which call upon specialized abilities and knowledge. Work assignments are general and special instructions are received from a superior officer who revise work methods and results through reports, personal inspection and discussion. This is a non-supervisory position.

EXAMPLES OF WORK (Illustrative only)

Patrols City streets, roads and public places, either on foot, by motorcycle or in an automobile, either at large or in a designated area; Directs traffic and enforces speed limits;

Enforces motor vehicle and parking regulations on streets and roads; Investigates automobile accidents, interviewing witnesses, gathering information, locating and identifying hit and run vehicles, making detailed reports;

Investigates cases involving juveniles;

Maintains records on juvenile cases and conducts follow-up investigations, making recommendations on the disposition of cases;

Confers with judge, prosecuting attorneys, school principals, court officials, and other appropriate persons relative to assigned cases;

Assists in the prevention of juvenile delinquency by consulting, interviewing and advising counseling departments of public schools, parents and juveniles;

Investigates school related crimes;

Watches for and makes investigations of wanted or missing persons and property;

Operates police radio communication system and dispatches cars where needed and performs other related communication duties;

Detects and interrogates suspicious persons;

Answers calls and complaints involving fire, robberies and other misdemeanors and felonies;

Enforces City ordinances and State and Federal laws;

Ascertains all facts available at the scene of a crime or accident, getting statements of witnesses, gathering and processing evidence and reports to be used in follow up investigations;

Issues citations, makes arrests and takes prisoners to jail;

Assists attorneys in prosecuting felony and misdemeanor cases and testifies in court;

Interviews persons with complaints and inquiries and attempts to make proper disposition or directs them to appropriate authorities;

Gives information and public relations talks to school children and conducts tour groups;

Identifies and arbitrates community conflicts and problems and assists in developing community relations programs;

Conducts follow up investigation of criminal matters;

Prepares records and data for court processing, maintaining discipline in courtroom; Participates in the guidance, training and orientation of Police Cadets;

Attends regular training classes in police methods, first aid, target practice and related subjects.

REQUIRED KNOWLEDGE'S SKILLS AND ABILITIES

Considerable working knowledge of the street layout and population pattern of the City;-considerable working knowledge of the common laws covering traffic and general behavior; ability to react quickly and calmly to emergency police situations; skill in the use and care of firearms and other weapons; ability to drive an automobile safely and efficiently; excellent physical condition.

ACCEPTABLE EXPERIENCE AND TRAINING

Associates Degree in Law Enforcement or related field preferred and ability to meet all requirements prescribed by the City at the time of appointment; at least two years of prior experience as a Police Patrol Officer; or any equivalent combination of experience and training which provides the required knowledge's, skills and abilities.

MJO

Union

TAT

City

APPENDIX B

POLICE PATROL OFFICER

GENERAL STATEMENT OF DUTIES

Performs general duty police work in protection of life and property, enforcement of laws and investigation of crimes; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS

The work of this class involves responsibility for the protection of life and property, prevention of crime, apprehension of criminals and the general enforcement of laws and ordinances in a designated area on an assigned shift or on special assignments. Duties normally consists of routine patrol, preliminary investigation, and traffic regulation which may be performed in cruiser calls or on foot. Police Patrol Officer also may be assigned duties as detectives, youth counselors, Evidence Technicians, jailers or police dispatchers. The work involves an element of personal danger and the employee must be able to act without direct supervision and to exercise independent judgment in meeting emergencies;

Assignments may include work at headquarters on special tasks which call upon specialized abilities and knowledge's. Work assignments are general and special instructions are received from a superior officer who revises work methods and results through reports, personal inspection and discussion.

EXAMPLES OF WORK (Illustrative Only)

Patrols City streets, roads and public places, either on foot, by motorcycle or in an automobile either at large or in a designated area; Directs traffic and enforces speed limits;

Enforces motor vehicle and parking regulations on streets and roads; Investigates automobile accidents, interviewing witnesses, gathering information, locating and identifying hit-and-run vehicles, and making detailed reports; Investigates cases involving juveniles:

Maintains records on juvenile cases and conducts follow up investigations, making recommendations on the disposition of cases; Confers with judge, prosecuting attorneys, school principals, court officials, and other appropriate persons relative to assigned cases; assists in the prevention of juvenile delinquency by consulting, interviewing and advising counseling departments of the public schools, parents and juveniles;

Investigates school related crimes;

Watches for and makes investigations of wanted or missing persons and property; Operates police radio communication system and dispatches care where

needed and performs other related radio communication, duties; Detects and interrogates suspicious persons;

Answers calls and complaints involving fire, robberies and other misdemeanors and felonies; Enforces City ordinances and State and federal laws;

Ascertains all facts, available at the scene of a crime or accident, getting statements of witnesses, gathering and processing evidence and preparing reports to be used in follow investigations;

Issues citations, makes arrests and takes prisoners to jail;

Assists attorneys in prosecuting felony and misdemeanor cases and testifies in court; Interviews persons with complaints and inquiries and attempts to make proper disposition or directs them to appropriate authorities; Gives information and public relations talks to school children and conducts tour groups; Identifies and arbitrates community conflicts and problems and assists in developing community relations programs; Conducts follow-up investigation of criminal matters;

Processes prisoners by fingerprinting, photographing, feeding, safeguarding, preparing bond records and data for court processing, maintaining discipline in courtroom; Participates in the guidance, training and orientation of Police Cadets; Attends regular training classes in police methods, first aid, target practice and related subjects.

REQUIRED KNOWLEDGE'S. SKILLS AND ABILITIES

Some working knowledge of the street layout and population pattern of the City; some working knowledge of the common laws covering traffic and general behavior; ability to react quickly and calmly to emergency police situation; ability to drive an automobile safely and efficiently; excellent physical condition.

ACCEPTABLE EXPERIENCE AND TRAINING

Completion of a standard high school course, preferably supplemented by some college level course work, and meeting the age, weight, height and other physical requirements prescribed by the City at the time of examination; or any equivalent combination of experience and training which provides the required knowledge's, skills and abilities.

APPENDIX C

HEALTH INSURANCE PROGRAM

A COPY OF THE PROGRAM IS ON FILE IN THE OFFICE OF THE HUMAN
RESOURCES MANAGER

APPENDIX D

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

I, _____ hereby authorize my employer, the City of Joliet, 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.

Date: _____ Signed: _____

Please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
974 Clock Tower Drive
Springfield, IL 6270

(217) 698-9433

APPENDIX E

AGREED PERMANENT PANEL OF ARBITRATORS

The following persons, listed in alphabetical order only and in no order of preference or priority, shall constitute the agreed permanent panel of discipline grievance arbitrators:

Ed Benn
Steven Briggs
Peter Meyers
Harvey Nathan
Dan Nielson
Robert Perkovich
Byron Yaffe

Either party may remove a name from the permanent panel by serving written notice thereof on the other party, provided the removal shall not apply to pending discipline cases in which the Chief has issued a Final Decision as set forth in Article V of this Agreement.

APPENDIX F

SALARY SCHEDULE

POSITION	STEP A (0-1)	STEP B (1-2)	STEP C (2-3)	STEP D (3-6)	STEP E (6-9)	STEP F (9-12)	STEP G (12+)
<u>2013</u>							
Patrol Officer	\$49,726	\$66,475	\$81,165	\$85,286	\$89,550	N/A	N/A
MPO by Seniority	N/A	N/A	N/A	N/A	N/A	\$94,028	\$100,612
MPO by Assignment	\$52,213	\$69,799	\$85,225	\$89,550	\$94,028	\$98,730	\$100,612
MPO (3+ years)	N/A	N/A	N/A	\$94,028	\$98,730	\$100,612	\$100,612
<u>2014</u>							
Patrol Officer	\$49,726	\$66,475	\$81,165	\$85,286	\$89,550	N/A	N/A
MPO by Seniority	N/A	N/A	N/A	N/A	N/A	\$94,028	\$100,612
MPO by Assignment	\$52,213	\$69,799	\$85,225	\$89,550	\$94,028	\$98,730	\$100,612
MPO (3+ years)	N/A	N/A	N/A	\$94,028	\$98,730	\$100,612	\$100,612
<u>2015</u>							
Patrol Officer	\$50,721	\$67,805	\$82,788	\$86,992	\$91,341	N/A	N/A
MPO by Seniority	N/A	N/A	N/A	N/A	N/A	\$95,909	\$102,624
MPO by Assignment	\$53,257	\$71,195	\$86,930	\$91,341	\$95,909	\$100,705	\$102,624
MPO	N/A	N/A	N/A	\$95,909	\$100,705	\$102,624	\$102,624

APPENDIX "G"

**ELECTION, WAIVER AND RELEASE TO USE
GRIEVANCE/ARBITRATION WITH REGARD TO DISCIPLINE SUBJECT TO THE
JURISDICTION OF THE JOLIET BOARD OF FIRE AND POLICE COMMISSIONERS**

I, _____, (Star No. _____), being subject to discipline by the City of Joliet Police Department _____ (including suspension from duty with or without pay or termination of employment) hereby elect to pursue a grievance over such discipline according to the appropriate provisions of the collective bargaining agreement between the City of Joliet, Illinois, and the Illinois FOP Labor Council. I agree that such grievance shall be my sole remedy to the exclusion of other remedies available to me.

I acknowledge that by making this election of remedy I am waiving the rights and remedies of any alternative review or appeal procedure available to me, such as provided for in any Illinois civil service law, rule or regulation, such as 65 ILCS 5/10 *et seq.*, as amended, in favor of the rights and remedies afforded to me under the provisions of the collective bargaining agreement between the City of Joliet and the Illinois FOP Labor Council. Furthermore I acknowledge and agree that execution of the Election, Waiver and Release shall be a prerequisite to processing of any grievance concerning the proposed discipline of me by the Joliet Police Department. [By selecting the grievance process alternative, I acknowledge my understanding that the City has the right to unilaterally impose the proposed discipline immediately, subject to possible later modification or reversal by an arbitrator should I or the Union choose to pursue a grievance through arbitration.]

By election to file a grievance over my suspension or discharge, I hereby release the City of Joliet, the Joliet Board of Fire and Police Commissioners and the Illinois FOP Labor Council, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

Signed this _____ day of _____, 20____.

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public, Illinois

My commission expires _____

Union

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City

MJD
Union

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JMT
City

APPENDIX "H"

ELECTION, WAIVER AND RELEASE
TO HAVE A HEARING BEFORE THE JOLIET BOARD
OF FIRE AND POLICE COMMISSIONERS WITH REGARD TO DISCIPLINE

I, _____, (Star No. _____), being subject to discipline by the City of Joliet Police Department (including suspension from duty with or without pay or termination of employment) hereby elect to have a hearing before the City of Joliet's Board of Fire and Police Commission. In doing so, I waive and right to file and/or pursue a grievance under the collective bargaining agreement over that discipline.

I acknowledge that charges will be filed requesting my suspension without pay or termination with the Joliet Board of Fire and Police Commissioners.

By election to have a hearing before the Joliet Board of Fire and Police Commissioners over my suspension or discharge, I hereby release the City of Joliet, the Illinois FOP Labor Council, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

Signed this _____ day of _____, 20____.

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public, Illinois

My commission expires _____

OFFICE OF THE CITY MANAGER
THOMAS A. THANAS
CITY MANAGER
PHONE: 815/724-3720
FAX: 815/724-3737

tthanas@jolietcity.org



150 WEST JEFFERSON STREET
JOLIET, ILLINOIS 60432-4158

May 31, 2012

TO: Mayor and City Council

FROM: Thomas A. Thanas, City Manager

SUBJECT: An Ordinance Approving and Authorizing the Execution of a Collective Bargaining Agreement with the Illinois Fraternal Order of Police Labor Council (Joliet Patrol Officers) for 2013 - 2015

An Ordinance Approving and Authorizing the Execution of a Collective Bargaining Agreement with the Illinois Fraternal Order of Police Labor Council (Joliet Police Supervisors) for 2013 - 2015

BACKGROUND

The collective bargaining agreements with the FOP collective bargaining units representing Joliet patrol officers and Joliet police supervisors are scheduled to expire on December 31, 2012. Rather than wait until the agreements expire to negotiate successor contracts, the City Administration and the two FOP units started negotiations early to address the financial challenges that the City of Joliet has encountered with the recession, the housing industry collapse, and the significant drop in gaming tax revenue along with rising personnel costs.

The Administration has recently concluded negotiations with the two FOP units, and those negotiations have resulted in proposed agreements containing the following key terms:

- 2013 and 2014 base salaries will remain at 2012 levels
- A 2% general wage increase will take effect on January 1, 2015
- The Tuition Reimbursement Program will be suspended for the term of the new collective bargaining agreements

Other terms and conditions of the previous collective bargaining agreements will be carried over into the new agreements, including the City's health care package the terms of which will be extended beyond the end of the new contracts. The Administration will continue to work with the collective bargaining units to implement cost control and cost containment measures.

Both collective bargaining units have presented the proposed agreements to their membership, and both units have ratified their respective agreements.

RECOMMENDATION

The Administration recommends that the attached ordinances approving the collective bargaining agreements for 2013 - 2015 be approved.

Respectfully Submitted,

Thomas A. Thanas
Thomas A. Thanas, City Manager

**Concurrences: Michael Trafton, Chief of Police; Theresa Rodriguez, HR Manager;
Kenneth R. Mihelich, Dir. of Management & Budget**