

ILLINOIS FOP LABOR COUNCIL

and

WEST SUBURBAN CONSOLIDATED DISPATCH CENTER

Telecommunicators

January 1st 2016 –December 31st, 2018

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ARTICLE I PREAMBLE

Section 1

- 1.1 This Agreement is entered into by and between the West Suburban Consolidated Dispatch Center, (herein referred to as the "EMPLOYER" or "WSCDC) and the Illinois Fraternal Order of Police Labor Council, (hereinafter referred to as the "COUNCIL").
- 1.2 The purpose of this Agreement and the intent of the parties is to provide an orderly collective bargaining relationship between the Employer and the Council representing the employees in the bargaining unit, and to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees wages, hours, and working conditions.
- 1.3 In consideration of mutual promises, covenants and Agreement contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

ARTICLE II MANAGEMENT RIGHTS

Section 1

- 1.1 The Employer shall retain the sole right and authority to operate and direct the affairs of the Employer in all its various aspects. The rights retained by the Employer shall include, but not be limited, to the rights to direct and schedule the working forces; to plan, direct and control all the operations and services of the Employer to schedule and assign work; to assign overtime; to determine the methods, means, organization and personnel by which such operations and services are to be conducted; to establish work and productivity standards and, from time to time, change those standards; to make and enforce reasonable rules, and regulations, including, but not limited to, rules and regulations governing disciplinary standards and procedures. It is understood that the exercise of any of the above rights shall not conflict with any of the provisions contained in this Agreement or with state law.

ARTICLE III RECOGNITION

Section 1

- 1.1 The Employer hereby recognizes the Council as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours, and all other terms and conditions of employment of all employees in the bargaining unit. The bargaining unit shall include:
 - 1.1.1 All full-time Telecommunicators employed by the WSCDC.
- 1.2 Positions EXCLUDED from the above-described bargaining unit shall include:

- 1.2.1 All part-time Telecommunicators, Executive Director, Deputy Director, Supervisor(s), secretary(s); all other WSCDC employees, supervisory, managerial, professional, short-term and confidential employees within the meaning of the Act, and all other employees excluded from coverage under the Act.

ARTICLE IV NON-DISCRIMINATION

Section 1

- 1.1 Neither the WSCDC nor the Council shall discriminate against any employee covered by this Agreement under applicable federal, state or local laws. It is the Policy of the WSCDC and Council to afford equal opportunity in employment to all individuals regardless of race, color, religion, age, sex, national origin, sexual orientation, disability or status as a disabled Veteran or Vietnam Veteran.
- 1.2 If the masculine pronoun appears, it is understood to be for clerical convenience only and includes the feminine pronoun as well.
- 1.3 The parties agree that at the employee's option alleged violations of this Article may be processed up to but not including the arbitration step of the Grievance Procedure. Exercise of this option does not preclude the employee from seeking judicial redress of the alleged violation.

ARTICLE V DUES DEDUCTION AND FAIR SHARE

Section 1 Dues Deduction

- 1.1 Upon receipt of a written and signed dues authorization form, Appendix A, the WSCDC shall deduct each month's Council dues in the amount certified by the Council and shall remit such deductions within thirty (30) days to the Illinois Fraternal Order of Police Labor Council at the address designated by the Council in accordance with the laws of the State of Illinois. The Council shall advise the Employer in writing of any increase in dues, at least thirty (30) days prior to its effective date.
- 1.2 The WSCDC shall not have responsibility for the reproduction, provision or retention of the dues authorization form.

Section 2 Membership

- 2.1 Employees who on the effective date of this Agreement are members of the Council, and employees who become members after that date, shall, maintain membership in good standing in the Council during the term of this Agreement.
- 2.2 With respect to any employee on whose behalf the WSCDC receives written authorization in a form agreed upon by the Council and the WSCDC, the WSCDC shall deduct from the wages of the employee the dues and/or financial obligation uniformly

required and shall forward the full amount to the Council by the tenth (10th) day of the month following the month in which the deductions are made.

- 2.3 The amounts deducted shall be in accordance with the schedule to be submitted to the WSCDC by the Council.
- 2.4 Authorization for such deduction shall be irrevocable unless revoked by written notice to the WSCDC and the Council during the fifteen (15) day period prior to the expiration of this Agreement.
- 2.5 The WSCDC will not similarly deduct dues in any other organization as to employees covered by this Agreement.

Section 3 Fair Share

- 3.1 Any present employee who is not a member of the Council shall, be required to pay a fair share (not to exceed the amount of Council dues) of the cost of collective bargaining process, contract administration in pursuing matters affecting wages, hours, and other conditions of employment, but not to exceed the amount of dues uniformly required of members.
- 3.2 All employees hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above.
- 3.3 The WSCDC shall, with respect to any employee on whose behalf the Employee has not received a written authorization as provided for above, deduct from the wages of the employee, the fair share financial obligation, including any retroactive amount and owing, and shall forward said amount to the Council on the tenth (10th) day of the month following the month in which the deduction is made, subject only to the following:
 - 3.3.1 The Council has certified to the Employer that affected employees have been delinquent in their obligations for at least thirty (30) days;
 - 3.3.2 The Council has certified to the WSCDC that the affected employees have been notified in writing of the obligation and the requirement for each provision of this Article and that the employees have been advised by the Council of their obligations pursuant to this Article and of the manner in which the Council has calculated the fair share fee;
 - 3.3.3 The Council has certified to the WSCDC that the affected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the employee and the Council for the purpose of determining and resolving any objections the employee may have to the fair share fee.

ARTICLE VI GRIEVANCE AND ARBITRATION

Section 1 Grievance

- 1.1 It is the intent of the parties to this Agreement to use their individual and collective best efforts to promote and encourage the informal and prompt adjustment of any grievance which may arise between the Council or any member covered under this Agreement and the Employer. Therefore, the parties agree that they shall use the procedures set forth in this Article for the resolution, pursuant to the terms of this Agreement, of all alleged violations of the terms of this Agreement, except where specifically excluded or limited by the Agreement, including any disciplinary actions up to and including discharge.
- 1.2 A written and signed grievance shall be filed citing the article(s) and/or section(s) of this Agreement the Employee(s) or the Council allege(s) the Employer has violated and the specific manner in which the Employee(s) or the Council allege(s) these violations have occurred. The most current grievance form upon which all grievances are to be filed is attached hereto as Appendix B.
- 1.3 It shall not be the responsibility of the WSCDC to reproduce or provide grievance forms.
- 1.4 STEP 1:
 - 1.4.1 The employee, with or without a Council representative, may bring a grievance to the employee's immediate non-bargaining unit supervisor within fifteen (15) calendar days of its occurrence, or circumstances giving rise to a grievance or within fifteen (15) calendar days of the date the occurrence should reasonably have been first known by the grievant.
 - 1.4.2 The supervisor shall then attempt to adjust the matter and shall respond in writing within fifteen (15) calendar days after such discussion. All grievances will be reduced to writing.
- 1.5 STEP 2:
 - 1.5.1 If not adjusted in Step One, the grievance shall be presented by the Council to the Executive Director in writing within seven (7) calendar days following the receipt of the supervisor's answer in Step One.
 - 1.5.2 The Executive Director shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the employee, his immediate supervisor, and Council Representative within fifteen (15) calendar days after receipt of the written grievance.
 - 1.5.3 The Executive Director shall then render a decision in writing, based on the information supplied during the meeting, fifteen (15) calendar days of the scheduled meeting.

1.6 STEP 3:

- 1.6.1 If the grievance is not settled in Step Two, the matter shall be referred for arbitration by written request by the Council made within twenty (20) calendar days of receipt of the Executive Director's answer in Step Two.

Section 2 Arbitration

2.1 Arbitration shall proceed in the following manner:

- 2.1.1 The parties shall attempt to agree upon an arbitrator promptly. In the event that the parties cannot agree upon an arbitrator within twenty (20) calendar days after the grievance has been referred to arbitration, the parties shall obtain a list of recognized arbitrators from the Federal Mediation and Conciliation Service.
- 2.1.2 Each party shall have the right to strike an entire panel of arbitrators.
- 2.1.3 The parties shall alternately strike one name from the list until one name remains; the person whose name remains shall be the arbitrator.
- 2.1.4 Order of individual strikes shall be determined by a coin toss with the loser striking first.
- 2.1.5 The arbitrator shall be notified by a joint letter of the selection.
- 2.1.6 The parties will request that the arbitrator set a time and place for the hearing, subject to the availability of the Council and WSCDC representatives.
- 2.1.7 An arbitration hearing shall be held at a site and at a time mutually selected by the parties.
- 2.1.8 No more than one grievance shall be submitted for determination by the arbitrator except by mutual agreement to the contrary, provided that if more than one grievance arose out of the same factual situation, the grievances may be presented to the arbitrator at the same hearing. At any such hearing each side shall be afforded the opportunity to be represented by persons of its own choosing, to state a position and to present witnesses on its behalf.
- 2.1.9 Joint expenses for the arbitration and the arbitrator shall be divided equally between the WSCDC and the Council. Each party however shall be responsible for compensating its own representatives and witnesses.
- 2.1.10 Grievant's, witnesses, and Council representatives who are excused from work by the WSCDC to attend the hearing shall not lose pay for the time reasonably required to attend the hearing, including travel time, during their regularly scheduled working hours; however, attendance at any such hearing shall not obligate the WSCDC to pay additional compensation or overtime to any employee involved.

- 2.1.11 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement.
- 2.1.12 The arbitrator shall consider and decide only the specific issue submitted and the decision and award shall be based solely upon the arbitrator's interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented consistent with applicable law. Subject to the arbitrator's compliance with the provisions of this section, the award of the Arbitrator shall be final and binding upon both parties.
- 2.1.13 The costs of the arbitration, apart from those incurred by each party in the presentation of their case, shall be divided equally between the WSCDC and the Council.
- 2.1.14 No grievance shall be entertained or processed unless it is filed within time limits set forth in this Article.
- 2.1.15 If the WSCDC fails to provide an answer within the time limits provided in this Article, the Council may appeal immediately to the next step of the grievance procedure.
- 2.1.16 The arbitrator shall issue his decision not later than thirty (30) calendar days from the date of closing of the hearing or the submission of briefs by the parties.
- 2.1.17 If there is a settlement during any of the above steps, such settlement will be reduced to writing.

Both parties agree that any step of the grievance procedure may be bypassed or extended by mutual agreement.

ARTICLE VII LABOR MANAGEMENT CONFERENCES

Section 1 Employment

- 1.1 For the purpose of this Article, workdays are defined as Monday through Friday exclusive of days on which WSCDC administrative offices are not open.
- 1.2 The Council and the WSCDC mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Council representatives and responsible administrative representatives of the WSCDC.
- 1.3 Such meetings may be requested at least seven (7) work days in advance by either party by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting.
- 1.4 Such meetings may include:
 - 1.4.1 Discussion on the implementation and general administration of this Agreement.

- 1.4.2 A sharing of general information of interest to the parties.
- 1.4.3 Notifying the Council of changes in non-bargaining conditions of employment contemplated by the WSCDC which may affect employees.
- 1.5 To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.
- 1.6 It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure.
 - 1.6.1 Grievances being processed under the grievance procedure shall not be considered at labor-management conferences, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.
- 1.7 When absence from work is requested by the Council representatives to attend labor-management conferences, permission will be requested to the non-bargaining unit immediate Supervisor.
 - 1.7.1 Such request should be made of the employee's immediate supervisor.
 - 1.7.2 The decision to honor the request will be subject to scheduling and staffing needs of the department and shall not be unreasonably withheld.
- 1.8 Employees granted permission to attend during their regular assigned shift will be paid. Employees who attend on their day off will not be paid.

ARTICLE VIII LAY-OFF

Section 1

- 1.1 Where there is an impending lay-off with respect to the employees in the bargaining unit, the WSCDC shall inform the Council in writing no later than thirty (30) days prior to such lay-off and lay-offs may be initiated by the WSCDC only where there are insufficient funds to pay the employees in the bargaining unit.
 - 1.1.1 The WSCDC will provide the Council with the names of all employees to be laid off prior to the lay-off.
- 1.2 Probationary employees, temporary and part-time employees shall be laid off first, and then employees shall be laid off in accordance with their seniority.
 - 1.2.1 The employees with the least amount of seniority shall be laid off first.
 - 1.2.2 All employees shall receive notice in writing of the lay-off at least thirty (30) days in advance of the effective date of such lay-offs.
- 1.3 No employee will be hired to perform or permitted to perform those duties normally performed by an employee on layoff status until all employees on layoff status are either recalled and working, or have declined to be re-employed.

- 1.4 The WSCDC will not increase the use of part-time employees while any full-time employee covered by the terms of this Agreement is on lay-off.
- 1.5 Any employee who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled on the basis of seniority.
 - 1.5.1 Employees who are laid off shall be placed on a recall list for a period of two (2) years.
 - 1.5.2 If there is a recall, employees who are still on the recall list shall be given two (2) weeks notice of recall and notice shall be sent to the employee by certified mail with a copy to the Labor Council.
 - 1.5.3 That employee must notify the Executive Director of his acceptance or rejection of the recall to work within seven (7) calendar days of the postmark of the notice of recall.
 - 1.5.4 The WSCDC shall be deemed to have fulfilled its obligation by mailing the notice by certified mail, return receipt requested, to the mailing address last provided by the employee.
 - 1.5.5 It is the obligation and responsibility of the employee to provide the WSCDC with his latest mailing address.
 - 1.5.6 Failure to respond in a timely manner to the recall notice or failure to report for duty after accepting recall shall constitute a forfeiture of the employee's reinstatement rights.

ARTICLE IX EMPLOYMENT SECURITY

Section 1

- 1.1 The Union agrees that the WSCDC has the right to direct and promote the working force, including the right to hire, transfer, suspend or discharge for just cause, providing this will not be used for the purpose of discrimination against any employee for Union activities.

ARTICLE X PERSONNEL FILES

Section 1

- 1.1 Upon written request of an employee to the Executive Director or Administrative Manager the WSCDC shall reasonably permit an employee to inspect his personnel file subject to the following:
 - 1.1.1 Such inspection shall occur within seven (7) calendar days following receipt of said written request;

- 1.1.2 Unless otherwise mutually agreed, such inspection shall occur during regular daytime working hours Monday through Friday in the presence of the Executive Director or Administrative Manager;
- 1.1.3 The employee shall not be permitted to remove any part of the personnel file from the premise but may obtain copies of any information contained therein.
- 1.2 Access to an employee's personnel file shall be limited to the employee, the Executive Director and such administrative personnel as the Executive Director may designate.
 - 1.2.1 This access shall include the employee's personnel file and any personnel information that may be stored electronically.
- 1.3 Documentation of discipline shall remain in the employee's personnel file for the following periods from the date of issuance, unless additional discipline is given for the same or related infraction:
 - 1.3.1 Oral Reprimand & Coaching/Counseling(excludes Attendance SOP):
nine (9) months
 - 1.3.2 Written Reprimand: twelve (12) months
 - 1.3.3 Suspension: twenty-four (24) months

ARTICLE XI CONDUCT OF ADMINISTRATIVE REVIEW

Section 1

- 1.1 At the employee's specific request, a Council representative will be allowed to attend any administrative review, which the employee reasonably believes may lead to discipline of the employee.
 - 1.1.1 The interview shall be not more than one (1) calendar day, (unless the parties mutually agree otherwise), to allow the employee an opportunity to have a Council representative present.
- 1.2 All discipline shall be timely, progressive, and accompanied by counseling, when appropriate.
- 1.3 Employees' for whom an administrative review is being conducted for an alleged infraction that can potentially lead to discipline shall be informed of such review within ten (10) calendar days of the report or discovery of the alleged infraction. Absent extenuating circumstances (e.g. scheduled vacation or illness) review of an alleged infraction shall be completed no later than ten (10) calendar days after the initial notification to the employee of the alleged infraction. Any disciplinary action as a result of the review shall be imposed no later than ten (10) calendar days after completion of the review. No review shall be made of an alleged infraction which is not reported within or discovered within ninety (90) calendar days of the date of the alleged infraction.

ARTICLE XII LABOR COUNCIL REPRESENTATIVES

For the purposes of administering and enforcing the provisions of this Agreement, the WSCDC agrees as follows:

Section 1 Attendance at Council Meetings

- 1.1 Subject to the need for orderly scheduling and emergencies the WSCDC agrees that one elected official of the Board of Directors of the Council shall be permitted reasonable time off, without pay, to attend general, board or special meetings of the Council, provided that at least twenty-eight (28) days' notice of such meetings shall be given in writing to the WSCDC, and provided further that the names of all such officials and employees shall be certified in writing to the WSCDC.

Section 2 Grievance Processing

- 2.1 Reasonable time while on duty shall be permitted Council representatives for the purpose of aiding or assisting or otherwise representing employees in the handling, investigating and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay.
- 2.2 Employees designated for this purpose must receive prior approval from the supervisor before engaging in the activities contained in the paragraph above.

Section 3 Attendance at Labor Council Conferences

- 3.1 Any employee(s) chosen as delegate(s) to Labor Council Conference(s) will, upon written application approved by the Council and submitted to the WSCDC with at least twenty-eight (28) days' notice, be given a leave of absence without pay, subject to scheduling and staffing needs of the agency for the period of time required to attend such Convention or Conference.
 - 3.1.1 Such requests shall not be unreasonably withheld.
 - 3.1.2 This period of time shall not exceed one (1) week.

Section 4 Council Negotiating Team

- 4.1 Members designated as being on the Council negotiating team, who are scheduled to work during the hours that negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay.
- 4.2 If a designated Council negotiation team member is on regular day-off status on the day of negotiations, he will not be compensated for attending the session.
- 4.3 A limit of no more than one employee per shift will be applied.

ARTICLE XIII BULLETIN BOARDS

Section 1

- 1.1 The WSCDC shall provide the Council with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available for purposes of the Council.

ARTICLE XIV LEAVE OF ABSENCE

Section 1 Bereavement Leave / Death in Family

- 1.1 The WSCDC agrees to provide to employees leave without loss of pay or loss of accrued time as a result of death in the family.
 - 1.1.1 In case of death in the immediate family, three (3) paid days of absence, to handle family affairs and to attend the wake and funeral/memorial services', shall be approved by the WSCDC. In case of death in the extended family, one (1) paid day of absence shall be approved by the WSCDC.
 - 1.1.2 Additional time off may be extended with the Executive Director's approval.

Section 2 Definition of Immediate Family

- 2.1 "Immediate family" shall mean the spouse, Civil Union spouse, children, mother, father, sisters, and brothers of employees or their spouse, whether natural, step, in-law, or grand.

Section 3 Short-Term Military Leave

- 3.1 Any employee covered by the terms of this Agreement who is a member of a reserve force of the Armed Forces of the United States, or State of Illinois, and who is ordered by the appropriate authorities to attend training programs or perform assigned duties shall be granted a leave of absence, without pay, for the period of such activity and shall suffer no loss of seniority rights.
- 3.2 Employees who are called up for two weeks active duty training may take a leave of absence without pay or take the option of using their earned vacation time.
- 3.3 Employees are required to provide written verification of the time served indicating where, when and how long the duty assignment is.

Section 4 Educational Leave

- 4.1 Employees covered by the terms of this Agreement may be granted, upon written request, a Leave of Absence, without pay, not to exceed a period of one (1) year, after authorization from the Executive Director.

Section 5 Maternity Leave

- 5.1 A leave of absence shall be granted for maternity upon employee's request accompanied by written verification by the employee's physician of the medical necessity for and the extent of such leave.
 - 5.1.1 Such request must be presented in writing to the employee's immediate supervisor, setting forth a date each leave is to begin as soon as that date can be determined by the employee and the employee's physician.
- 5.2 Return to work shall be as soon as reasonable after delivery as permitted by a signed release by the employee's physician.
- 5.3 Employees must use all earned leave before taking unpaid leave.
- 5.4 In addition, the WSCDC agrees to comply with the Family Medical Leave Act.

Section 6 Jury Duty

- 6.1 Employees required to appear for, or serve on a jury shall receive all benefits and pay while so appearing and serving, provided that the employee shall be required to remit any jury remuneration to the WSCDC.

Section 7 Family Medical Leave

- 7.1 The Employer agrees to comply with the provisions of the Family Medical Leave Act.

ARTICLE XV GENERAL PROVISIONS

Section 1 Council Representative Visitation

- 1.1 Authorized representatives of the Labor Council shall be permitted to visit the WSCDC during working hours to talk with employees of the Association and/or representatives of the WSCDC concerning matters covered by this Agreement, provided that permission is obtained in advance from the Executive Director or his designee and provided further that any such visit shall not disrupt or interfere in any way with WSCDC operations.

Section 2 Access to Records

- 2.1 The Council or a representative shall have access to any records pertaining to a specific grievance which are not privileged and/or confidential, at reasonable times and upon reasonable prior written notice to the Executive Director of the WSCDC, with the employee's written consent.

Section 3 WSCDC Rules and Regulations and Policies and Procedures

- 3.1 The Employer will provide each employee in the bargaining unit with an up-to-date copy of the WSCDC's Rules and Regulations and Policies and Procedures manual. The Employer may provide amendments and/or revisions thereto in electronic format.

- 3.2 Any condition of employment and work not expressly covered by this agreement shall be governed by the provisions of the above-cited manual.

Section 4 Safety Issues

- 4.1 Employees shall promptly inform supervisory personnel of unsafe equipment, conditions, practices and procedures.
- 4.2 The Employer shall make every effort to resolve the unsafe situation.

Section 5 New Hires and Rehires

- 5.1 New hires shall be defined as those persons newly hired for the position of Telecommunicator with the WSCDC.
- 5.1.1 Regardless of experience, new hires will begin at Step A starting salary of the salary schedule.
- 5.1.2 New hires shall have a twelve (12) month probationary period.
- 5.1.3 During his/her probationary period, the employee may be disciplined, discharged, laid off, or otherwise dismissed at the sole discretion of the employer, and neither the reason for, nor the disciplinary action, discharge, layoff, nor dismissal may be the subject of a grievance.
- 5.2 Rehires shall be defined as those persons who were previously employed as Telecommunicator for the WSCDC and who were rehired within twelve (12) months of separation.
- 5.2.1 These persons may be slotted in the salary schedule at the salary step at which they left, and then continue to advance according to the salary schedule on a yearly basis.
- 5.2.2 Progression through the salary schedule shall be based upon the date of rehire.
- 5.2.3 For any, and all, other purposes the new date of hire will apply.
- 5.2.4 Rehires shall have a twelve (12) month probationary period commencing from their date of rehire, consistent with the terms of Section 5.1.3 of this Agreement.
- 5.3 As additional communities join the WSCDC, the Employer may hire as Telecommunicators those Communications Operators/Telecommunicators/Dispatchers previously employed by the joining community. In addition, if at any time an additional community, or communities join the WSCDC, the Employer agrees, that upon notification from the Council, it shall commence impact and affects bargaining over the additional community or communities joining the WSCDC.
- 5.3.1 Such individuals hired under these circumstances shall have a twelve (12) month probationary period, consistent with the terms of Section 5.1.3 of this Agreement.
- 5.3.2 Seniority shall be accrued during this period.

- 5.3.3 The application of seniority shall be as provided for in Article XXI following.
- 5.3.4 Individuals hired from joining communities may, at the discretion of the Executive Director, be placed immediately upon hiring at the salary step shown in Article XXVII that is not more than one step higher than the wage rate they were receiving at the joining community or at any lower salary step.
- 5.3.5 Progression through the salary schedule shall be based upon the date of hire by the WSCDC.
- 5.3.6 Notwithstanding Section 5.1.2, a new hire's probationary period shall be twelve (12) months, or six (6) months after being released from training, whichever is longer and remaining consistent with the terms of Section 5.1.3.

Section 6 Lead Telecommunicator

- 6.1 In the absence of supervisory or management personnel being on duty, the Employer, if deemed necessary maintains the right to assign a senior, qualified Telecommunicator to act on a day-to-day basis as the Lead Telecommunicator. The Lead Telecommunicator shall act with the full authority and responsibility of a supervisor.
- 6.2 Failure to perform the required or assigned tasks of a Lead Telecommunicator acceptably may result in discipline.
- 6.3 An employee so assigned shall receive a differential of two dollars (\$2.00) per hour above the maximum hourly wage rate for all hours worked as Lead Telecommunicator.

ARTICLE XVI EMPLOYEE TESTING

Section 1 Statement of Policy

- 1.1 It is the policy of the WSCDC that the public has the reasonable right to expect persons employed by the WSCDC to be free from the effects of drugs and alcohol.
- 1.2 The WSCDC, as the employer, has the right to expect its employees to report for work fit and able for duty.
- 1.3 The purposes of this policy shall be achieved in such manner as not to violate any established rights of the employees.

Section 2 Drug and Alcohol Testing Permitted

- 2.1 Where the WSCDC has reasonable suspicion to believe that an employee is under the influence of alcohol or drugs during the course of the work day, the WSCDC shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement.

- 2.2 The Executive Director or his designee and at least one (1) sworn supervisory level police personnel must certify their reasonable suspicions concerning the affected employee prior to any direction to submit to the testing authorized herein.
- 2.3 There shall be no random or unit-wide testing of employees except random testing of an individual employee as authorized in Section 7 below.

Section 3 Order to Submit to Testing

- 3.1 The employee shall be permitted to consult with a representative of the Labor Council at the time the order to submit to testing is given.
- 3.2 The WSCDC will provide the employee, and if available, the council's representative with the reasons for the order prior to the order.
- 3.3 Refusal to submit to such testing may subject employees to discipline up to and including discharge but employees taking the test shall not be construed as a waiver of any objection or rights that they may have.

Section 4 Tests to Be Conducted

- 4.1 In conducting drug testing and/or alcohol testing authorized by this Agreement, the WSCDC shall:
 - 4.1.1 Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
 - 4.1.2 Ensure that the laboratory or facility selected conforms to all NIDA standards;
 - 4.1.3 Establish a chain of custody procedure for both the sample collection and testing that will insure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody.
 - 4.1.4 Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside and reserved for later testing if requested by the employee;
 - 4.1.5 Collect samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration; however, employees may nonetheless be witnessed by medical personnel at a hospital facility to ensure that the employee does not attempt to compromise the accuracy of the test sample;
 - 4.1.6 Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;

- 4.1.7 Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the WSCDC within seventy-two (72) hours of receiving the results of the tests and that the chain-of-custody for the transfer of such sample is confirmed by a neutral third party;
- 4.1.8 Require that the laboratory or hospital facility report to the WSCDC that a urine or blood sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The WSCDC shall take no adverse employment action against an employee whose test results are negative.
- 4.2 For alcohol testing, the WSCDC shall regard test results showing an alcohol concentration of .05 or more based upon the grams of alcohol per 100 milliliters of blood as being under the influence.
- 4.3 The WSCDC shall also provide each employee tested with a copy of all information and reports received by the WSCDC in connection with the testing and the results when the employee requests same.
- 4.4 In addition, the WSCDC shall insure that no employee is the subject of any adverse employment action except emergency temporary reassignment or relief from duty with pay during the pendency of any testing procedure.
- 4.5 Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 5 Right To Contest

- 5.1 The Labor Council and/or employee, with or without the Labor Council, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the notice to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement.
 - 5.1.1 Such grievances shall be commenced at Step 2 of the Grievance Procedure.
- 5.2 It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that employees may have with regard to such testing.
- 5.3 Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Labor Council.

Section 6 Voluntary Requests for Assistance

- 6.1 The WSCDC shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related

problem, other than the WSCDC may require reassignment of employees with pay if they are then unfit for duty in their current assignments.

- 6.2 The WSCDC shall make available through its Employee Assistance Program a means by which the employee may obtain referrals and treatment.
 - 6.2.1 All such requests shall be confidential and any information received by the WSCDC, through whatever means, shall not be used in any manner adverse to the employee's interests, except reassignment as described above.

Section 7 Discipline

- 7.1 In the first instance that employees test positive on both the initial confirmatory test for any drug other than supported prescribed drugs or are found to be under the influence of alcohol, they shall be subject to immediate discipline including either suspension, referral to the E.A.P. or discharge.
 - 7.1.1 Discipline may, in some instances, include a combination of the foregoing.
- 7.2 Discipline less than discharge is conditional upon:
 - 7.2.1 the employee agreeing to appropriate treatment as determined by the physician(s) involved;
 - 7.2.2 The employee discontinues the abuse of drugs or alcohol;
 - 7.2.3 The employee completes the course of treatment prescribed, including an "aftercare" group for a period of up to twelve months;
 - 7.2.4 The employee agrees to submit to random testing during hours of work during the period of "aftercare."
- 7.3 Employees are not allowed to voluntarily request the E.A.P. in lieu of discipline once tests have been ordered.
- 7.4 Employees who do not agree to or who do not act in accordance with the foregoing, or test positive a second time for the presence of drugs or alcohol during the hours of work shall be subject to immediate discharge.
- 7.5 The foregoing shall not be construed as an obligation on the part of the WSCDC to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property or safety of others.
 - 7.5.1 Such employees shall use accumulated paid leave or take an unpaid leave of absence, pending treatment.
- 7.6 The foregoing shall not limit the WSCDC's right to discipline employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

ARTICLE XVII HOURS

Section 1 Normal Workday

1.1 Employees shall normally work a twelve (12) consecutive hour day. Employees will also work one eight (8) hour short day per pay period.

1.1.1 When working 12 hours, each T/C is entitled to one 45 minute lunch break and three 15 minute breaks. When working 8 hours, each T/C is entitled to one 30 minute lunch break and two 15 minute breaks.

1.1.2 Employees that are unable to take a lunch break because of the needs of the WSCDC will be compensated at straight time for the allotted lunch break.

Section 2 Normal Workweek

2.1 Employees shall normally work eighty (80) hours within fourteen (14) consecutive calendar days.

Section 3 Overtime and Call Back Pay

3.1 Authorized hours worked in excess of eighty (80) hours per pay period shall be paid at the rate of one and one-half (1-1/2) times the normal hourly wage rate and may be taken in the form of pay or compensatory time, at the employee's choosing.

3.2 A maximum of forty (40) hours compensatory time may be carried over into the next year.

3.2.1 Not later than October 31st, the employee must elect the number of hours of compensatory time to be paid out, but may retain a maximum of forty (40) hours.

3.2.2 All hours beyond the forty (40) hours will be paid out in the 2nd pay period of November each year. Any new hours earned, over the maximum allowed 40 hours, during the first pay period of November will be paid out. Any hours earned during the second pay period of November will be put in the employees COMP Time Bank.

3.2.3 Compensatory time will be paid out at the hourly rate at which it was earned.

3.3 Time off requests will not be unreasonably denied or withheld by the WSCDC and shall, absent extenuating circumstances, be approved or denied within seventy-two (72) hours of receipt by the WSCDC for any time off that would occur during the currently posted worksheets. Any time off request that is received by the WSCDC prior to the worksheets being posted shall be approved or denied upon posting the worksheets on the floor.

3.4 Compensatory time off may be taken in 15 minute increments.

3.5 There shall be no pyramiding of overtime for the same hours worked and compensation shall not be paid more than once to the same employee for the same hours under any provision of this Agreement.

- 3.6 Employees called back for work after completion of their regularly scheduled shift shall receive from the time they report to WSCDC, a minimum of two (2) hours pay at the rate of one and one-half (1-1/2) times their normal hourly rates, or pay at the overtime rate for the actual hours worked, whichever is greater.
- 3.7 Hours worked under the call back system may be counted as either compensatory time or paid time at the discretion of the employee.

Section 4 Call Back

- 4.1 Before each monthly schedule is completed, the Employer will notify the employees of opportunities for Call Backs, which are up to 12 hour shift vacancies.
 - 4.1.1 Before permitting part-time employees the opportunity to sign up for shifts remaining, the Employer will allow employees covered by the terms of this Agreement the opportunity to schedule extra shifts. (Choices will be determined by rotating unit seniority list in chronological order).
 - 4.1.2 After the employees have made their choices, part-time employees will be given the opportunity to choose shifts.
 - 4.1.3 Callbacks will be made available on the 1st of each month and preferences will be due back no later than the 8th of each month. Each month a callback list will go out with available shifts due to vacations and scheduled time off requests. T/C's will be allowed to sign up for open shifts and will be assigned those callbacks by management. T/C's will only be able to sign up for a full 12-hour shift on a regular day off. Split shifts of OT will be allowed on regular scheduled days however hours worked may not be in excess of 16 hours per day. When employees sign up for a call back, OT will be paid at time and a half.

Section 5 Mandatory Call Back/Hirebacks

- 5.1 The following procedures will apply when mandatory callbacks are necessary:
 - 5.1.1 Those full-time employees currently at work will be offered the opportunity to volunteer for overtime.
 - 5.1.2 If there are no volunteers, full-time regular employees and part-time employees will be notified pursuant to existing methods that may be changed by mutual agreement, from time to time.
 - 5.1.3 Of those responding to the notification within thirty (30) minutes, full time regular employees shall have priority in the receipt of the overtime.
 - 5.1.3.1 Overtime will be awarded by seniority to those full time employees responding within the time limit.
 - 5.1.3.2 If no full time employee responds within the time limit, the overtime will be awarded to a part-time employee who responded within the time limit.

- 5.1.4 If no part-time employee responds, employees will be mandated to work based on the hireback sign-up sheet (on call sheet). In addition, any employee who is mandated to remain on duty, shall be compensated at double time (2X) his/her normal rate of pay for all mandated hours worked.
- 5.1.5 Hireback Sign Up Procedures: T/C's shall sign up for dates to be available for a hireback in the event the center falls under minimum staffing level due to unforeseen circumstances or unfilled anticipated call backs.
 - 5.1.5.1 T/C's will select in a rotating seniority fashion until all regularly scheduled days off are covered. The person at the top of the list will move to the bottom of the list the following month.
 - 5.1.5.2 A T/C mandated in on a scheduled day off will be compensated at double time.
 - 5.1.5.3 Volunteering for additional hirebacks will be allowed upon mutual agreement between fellow T/C's.
 - 5.1.5.3a T/C's wishing to volunteer for additional hirebacks may strike another T/C's name off a day.
 - 5.1.5.3b T/C's called into work on a volunteer basis will be compensated at time and a half.
 - 5.1.5.4 This list will be available after call backs have been assigned and must be completed by the 21st.
 - 5.1.5.4a In the event a second on call person is needed, that list will be available on the 22nd of the month and must be completed by the 28th. The rotation will pick up where it left off from the initial on call day selection for that month.
 - 5.1.5.5 One T/C per platoon will be asked to volunteer to ensure the completion of the calendar in a timely manner.
 - 5.1.5.6 T/C's will be required to provide a phone number in which they can be reached at on their scheduled regular day off for the days they are to be available for a hireback. T/C's will be required to contact the center within 1 hour. Failure to do so may result in discipline.
 - 5.1.5.7 The Blackboard notification system will be utilized first for volunteers to take available shifts. Any T/C's volunteering for an available shift will be compensated at time and a half.
 - 5.1.5.8 In the event of a double mandatory, the second person mandated in will be granted the shorter shift, if available.

- 5.1.5.9 The on call person will be notified by a Supervisor or Lead when an open call back is taken regardless of how far in advance.
- 5.1.5.10 The on call person is on call for the entire duration of their shift and may be called in to cover all or part of the shift, if needed.
- 5.1.5.11 The on call person is expected to report to work at the start time of the shift unless otherwise advised by the Supervisor or Lead on Duty. If unable to respond by the beginning of the shift, due to extenuating circumstances, the T/C will report ASAP. A Supervisor or Lead will determine if it is necessary to hold someone over from the previous shift. The person to be held over will be dictated by the mandatory list located in the mandatory book on the dispatch floor.
 - 5.1.5.11a The person at the top of the mandatory list is not required to remain in the Center until all staff arrive. However they should be prepared to return to work in the event an unexpected shortage occurs.
- 5.1.5.12 In the event there is a 2 hour or less vacancy at the beginning of a shift, the T/C at the top of the mandatory list for the shift currently working will be held over to cover the vacancy and compensated at double time.
- 5.1.6 Split overtime shifts are acceptable.
- 5.1.7 An employee working regular callback shall not be required to work an additional mandatory callback.
- 5.1.8 Employees who have been medically excused from working a mandatory call back shall provide to the WSCDC a written, update of their medical status at thirty (30) day intervals by a licensed medical physician, which shall include a determination as to whether or not the employee can work a mandatory call back and the reasons for such determination.
 - 5.1.8.1 The WSCDC reserves the right to send employees for a second medical opinion regarding fitness for duty.
 - 5.1.8.2 In the event that the employee's doctor and the WSCDC's doctor disagree on the employee's ability to work mandatory callbacks, they shall mutually select a third doctor to render an opinion. In this circumstance, the opinion of the third doctor shall govern.
- 5.2 In order to facilitate mutual cooperation between the WSCDC and the Union, the parties agree to establish a union representative to assist in ways to avoid the use of mandatory callbacks.

5.2.1 The Representative shall assist the WSCDC by employing such means as seeking volunteers to change shifts, requiring medically exempt bargaining unit members to change shifts, and preparing a separate rotating seniority list prior to the beginning of each month for listing non-exempt members to change shifts in order to avoid mandatory call backs, and any other reasonable methods to be used at the disposal of the parties.

5.2.2 Bargaining unit employees shall be allowed to trade shifts, provided that both trading employees request permission from supervisory personnel no less than 24 hours of such trades. Employees working on trade shifts shall not be mandated to work overtime on the date of such trades, unless an emergency or exigent circumstance exists.

Section 6 Trainer's Pay

6.1 The WSCDC will pay one and one-half (1.5) hour at the rate of one and one half (1½) times the trainer's hourly wage rate for an 8 hour shift or 2.25 hours at the rate of one and one half (1 ½) times the trainer's hourly wage rate for a 12 hour shift to a Telecommunicator who provides training for a period of three quarters (¾) or longer of the trainer's shift.

Section 7 Shift Bidding Notification:

7.1 Commencing no later than the first week in October of each year, management shall electronically send to all non-probationary employees the blank schedules and specific time frame for each non-probationary employee to make their shift selections for the following year. The selection process shall be completed by the end of October and shall be implemented during the first pay period in January. The schedule shall run for the entire year until a new schedule has been selected.

Section 8 Shift Selection Process:

8.1 Non-probationary employees shall then, in seniority order, (most senior select first), select shifts by submitting their choice for shifts for the following year. Any non-probationary employee who fails to submit his/her selections shall fall to the bottom of the seniority list and shall make their selections from the remaining open selections after the rest of the non-probationary employees have made their selections. Non-probationary Telecommunicators shall select their shifts, independently of the Supervisors. Once the shifts have been selected, they shall be released electronically to all employees simultaneously.

Section 9 Probationary Employees:

9.1 Probationary employees shall not be given the opportunity to bid on selections and shall be assigned a work schedule based upon the needs of the organization, and may be assigned to alternate between shifts until they have completed their probationary period.

Section 10 Shift Schedule Adjustments:

- 10.1 The Employer reserves the right to adjust shift schedules to address performance-based issues and organizational staffing issues occurring during the year, provided such adjustments are not made in an arbitrary nor capricious manner, and accordance with the parties Collective Bargaining Agreement.

Section 11 Shift Switches:

- 11.1 Employees shall be allowed to switch shifts with other Telecommunicators, without regard to seniority. Shift switches shall be hour for hour and payback of shift switches should occur within thirty (30) days, provided it does not cause overtime.
- 11.2 Shift switches shall be approved within seventy-two (72) hours of receipt of any switch that will take place during the currently posted worksheets. Any switch that is submitted prior to the worksheets being posted shall be approved upon posting the worksheet on the floor.
- 11.3 "Last minute" switches may be considered, provided a Supervisor or Deputy Director has been notified of the switch and can approve it without causing any issues for the center.
- 11.4 Employees may use compensatory time, instead of working for switch time, as long as staffing levels are met.
- 11.5 Shift switches shall not be unreasonably denied.

ARTICLE XVIII HOLIDAYS

Section 1

- 1.1 The following shall be paid holidays for each employee covered by the agreement:
- | | |
|------------------------|-----------------------------|
| Employees Birthday | Actual birthday |
| New Years Day | January 1 |
| Martin Luther King Day | Third Monday in January |
| President's Day | Third Monday in February |
| Easter | Sunday after Good Friday |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Veteran's Day | November 11 |
| Thanksgiving Day | Fourth Thursday in November |
| Christmas Eve | December 24 |
| Christmas Day | December 25 |

- 1.2 Telecommunicators will be allowed to take 96 hours off with pay in lieu of having the actual holidays off.
 - 1.2.1 Holiday hours not used by the end of each year will be paid out in the 2nd pay period of January of the subsequent year at the previous year's hourly rate.
 - 1.2.2 Holidays may be taken individually.
 - 1.2.3 Holidays selected must be approved by the Employer in order to maintain adequate scheduling.
- 1.3 Employees will not be required to work on their approved holidays unless there is a major disaster in one or more of the communities served by the WSCDC.
- 1.4 The employee must request holiday utilization in writing no sooner than 30 days before the requested day off and no later than seventy-two (72) hours before the day off.
 - 1.4.1 Requests for holidays made less than seventy-two (72) hours before the day off may be allowed.
- 1.5 Any employee who is scheduled to work on any of the twelve (12) paid holidays shall automatically be credited with Compensatory Time earned at a rate of ½ hour per one hour worked. T/C's working a 12-hour shift on a holiday shall earn 6 hours of comp time. T/C's working a scheduled 8- hour shift on a holiday shall earn 4-hours of comp time. Comp Time shall be earned by the T/C who starts their shift on the actual holiday.
- 1.6 In the event employees are required to work on an approved holiday, they will be paid their normal rate of pay in addition to their holiday pay.
- 1.7 In addition to holidays specified above, each employee covered by this Agreement shall annually be entitled to 24 Hours of Personal Time off with pay during the life of this Agreement. The above Holiday Time plus Personal Time shall total 120 hours per year.
 - 1.7.1 One (1) personal day (up to 12 hours) may be taken with no less than a two (2) hours' notice known as a Short Notice 1 Personal Day.
 - 1.7.2 One (1) personal day (up to 12 hours) may be taken with no less than a seven (7) day notice known as a Short Notice 2 Personal Day.
 - 1.7.3 T/C's may reserve up to twelve (12) additional hours of holiday time to be utilized as a 3rd personal day. This day must be requested no sooner than 14 days, and no later than 1 day, prior to the call backs for that month being posted.
 - 1.7.4 Although these three (3) Personal Days shall be guaranteed off, only one employee per shift may be granted personal time off and will be granted on a first come, first served basis. These personal hours may not be used on contractual holidays, or New Year's Eve.

ARTICLE XIX VACATION POLICY

Section 1

- 1.1 The WSCDC shall grant vacation with pay to employees.
- 1.2 Eligible employees shall accrue vacation hours on a bi-weekly basis.
- 1.3 The amount of accrual of vacation hours bi-weekly shall be based on the employee's length of WSCDC service, as defined in this Agreement.
 - 1.3.1 From the starting date through the completion of five (5) years of service, the employee earns vacation at the rate of two (2) weeks annually with pay eighty (80) hours
 - 1.3.2 From the start of the sixth (6th) year of service through the completion of the tenth (10th) year of service, the employee earns vacation at the rate of three (3) weeks of vacation annually with pay. One hundred twenty (120) hours.
 - 1.3.3 From the start of the eleventh (11th) year of service through the completion of the fifteenth (15th) year of service, the employee earns vacation at the rate of four (4) weeks of vacation annually with pay. One hundred sixty (160) hours.
 - 1.3.4 From the start of the sixteenth (16th) year of service, through the completion of the twenty-fifth (25th) year of service, the employee earns vacation at the rate of five (5) weeks of vacation annually with pay. Two hundred (200) hours.
 - 1.3.5 From the start of twenty-six (26) years of service, the employee earns vacation at the rate of six (6) weeks of vacation annually with pay. Two hundred forty (240) hours.
- 1.4 Employees shall select the periods of their annual vacation on the basis of shift seniority, with the limitation that no more than one (1) employee per shift at a time may be scheduled for vacation.
 - 1.4.1 Each T/C must exhaust all of their VA time and then can exhaust as much, or as little, HL time as they choose. As soon as each T/C exhausts VA time, they can immediately start on HL time. The rotation just continues through until everyone either runs out of time, or decides they don't want to lock in the remainder of their HL time.
 - 1.4.2 Employees first pick cannot exceed the total amount of vacation time they have earned. Each pick has to be at least 20 hours and consecutive.
- 1.5 Employees may only use vacation time that they have accrued, except that the Executive Director, subject to scheduling and workload limitations, shall permit the employee to use up to forty (40) hours of un-accrued vacation time.
 - 1.5.1 No employee shall, however, be permitted to take additional vacation time whenever the employee's negative vacation balance exceeds forty (40) hours.

- 1.6 Employees may also supplement vacation time with any other earned time (holiday and/or compensatory).
- 1.7 Any increases in accrued vacation time due to length of service will occur during the pay period in which the employee's starting date falls.
- 1.8 Employees are encouraged to use all scheduled vacation time, however, if circumstances require, they shall be allowed to carry over unused vacation time into the next calendar year in an amount which shall not exceed the amount of vacation which the employee accrues on an annual basis.
 - 1.8.1 Any vacation time in excess of the maximum permitted carryover amount will be forfeited at the end of the calendar year unless otherwise approved by the Executive Director.
 - 1.8.2 The WSCDC shall not unreasonably deny the use of carryover vacation.
 - 1.8.3 If, however, circumstances beyond the control of the employer do not allow the use of or require the cancellation by the employer of such scheduled carryover vacation time, the time will not be forfeited, but paid to the employee at the hourly rate at which it was accrued.

ARTICLE XX SICK LEAVE

Section 1

- 1.1 The WSCDC shall grant sick leave to an employee who is unable to report to work due to non-work related illness or any non-work related physical condition that prevents the employee from effectively performing duties of the job.
 - 1.1.1 Sick leave may also be granted for family illnesses as long as the employee has sick leave credited.
- 1.2 One purpose of sick leave is to financially assist those employees who experience illnesses of several weeks duration.
 - 1.2.1 Employees are, therefore, encouraged to accumulate their leave to limit the need for placement on a sick leave - no pay status.
 - 1.2.2 Employees may accumulate a total of 246 days, which equals one (1) year. Sick leave may be taken in fifteen (15) minute increments.
- 1.3 In addition, retiring employees who are members of the Illinois Municipal Retirement Fund (IMRF) can "qualify for a maximum of one (1) year of additional pension service credit for unpaid, unused sick leave, at the rate of one (1) month for every twenty (20) days of unpaid unused sick leave or fraction thereof" up to twelve (12) months (240 days).
- 1.4 Full-time employees shall begin accruing sick leave immediately upon employment.

- 1.5 Sick leave shall be accrued on a per pay period basis at a rate of four (4.0) hours per pay period.
 - 1.5.1 Sick leave accrued during the pay period will be credited at the completion of the pay period.
 - 1.5.2 The total sick leave accrued per year shall be one hundred and four (104) hours
- 1.6 To be considered eligible for sick leave compensation due to a non-work illness or injury, employees must adhere to the following WSCDC procedures:
 - 1.6.1 Employees must notify their supervisor by telephone no later than two (2) hours prior to the scheduled workday.
 - 1.6.2 When notifying the supervisor, employees must indicate what illness and/or injury prevents them from reporting to work, when they will be able to return to work and identify the location from which they will be recovering.
 - 1.6.3 Employees must keep their supervisor informed of their condition each subsequent day of absence after the initial one unless permission is granted otherwise.
- 1.7 The Executive Director may require an employee to produce a statement from a health care professional for any non-service connected illness and/or injury which prevented the employee from reporting to work three (3) or more consecutive workdays.
 - 1.7.1 The health care statement must state the reasons why an employee was unable to report for work.
 - 1.7.2 Employees who fail to contact their supervisor for three consecutive workdays as described above are considered to have voluntarily resigned.
 - 1.7.3 An employee may be reinstated only upon demonstrating extenuating circumstances to the Executive Director.
 - 1.7.4 Medical certification may also be requested by the WSCDC when an employee experiences multiple illnesses of shorter periods and absences due to illness and/or injury on the day of, before, or after a holiday or vacation.
- 1.8 As mutual protection for the employee and the WSCDC, the Executive Director may require an employee to submit to a physical examination by a designated physician when in the Executive Director's opinion; the performance of the employee has become limited or weakened by impaired health.
 - 1.8.1 The physical will be at the WSCDC's expense.
 - 1.8.2 The Executive Director may require the employee to conform to the physician's recommendations as a condition of continued employment with the WSCDC unless the employee submits evidence from their doctor to the contrary.

- 1.8.3 In the event that the employee's doctor and the WSCDC's doctor disagree on the employee's fitness for duty, they shall mutually select a third doctor to render an opinion. In this circumstance the opinion of the third doctor shall govern.
- 1.9 Employees who are absent from work due to illness the day before and/or the day after a holiday or their scheduled vacation may not be eligible for Sick Leave compensation for the absence(s) unless the absence(s) is approved by the Executive Director.
- 1.9.1 Employees who become injured or ill and are not able to work while on vacation must continue their scheduled vacation time before going on sick leave.
- 1.10 Sick Leave may be used for preventative medicine or treatment that requires the employee to take time off during normal working hours to see doctors and/or receive similar medical attention that cannot be reasonably scheduled outside of working hours.
- 1.11 The granting of sick leave for the reasons cited in the paragraph immediately prior is within the discretion of the Executive Director and may be denied, depending on staffing levels of the department or when such requests have been excessive as determined by the Executive Director and shall not be unreasonably withheld.
- 1.12 **Accrued, but Unused Sick Leave Buy Back:**
Notwithstanding paragraph, 1.3, of this Article, the Employer shall, at the Employees option, buy back 32 hours of sick time, if that Employee did not take any sick days off during the year. The Employer shall, at the Employees option, buy back 24 hours of sick time, if that Employee did not take more than one (1) sick day off during the year. The Employer shall, at the Employees option, buy back 16 hours of sick time, if that Employee did not take more than two (2) sick days off during that year. The Employer shall, at the Employees option, buy back 8 hours of sick time, if that Employee did not take more than three (3) sick days off during the year. Sick day buy back shall be at the Employee's current rate of pay.

ARTICLE XXI SENIORITY

Section 1 Definition of Seniority

- 1.1 As used herein, the term "seniority" shall refer to and be defined as the continuous length of service or employment covered by a classification of this Agreement from the date of last hire with following exception:
- 1.1.1 Employees hired by the WSCDC from communities joining the WSCDC shall be treated as new hires.
- 1.1.1.1 They shall not be given seniority credit for the years of service accrued at the joining community; however, these Telecommunicators shall be given "years of service" credit with the joining community for the purposes of vacation accumulation.

Section 2 Seniority List

- 2.1 The WSCDC shall provide a seniority list when bargaining unit members are added to or removed from the payroll.
 - 2.1.1 Disputes as to seniority listing shall be resolved through the grievance procedure.

Section 3 Termination of Seniority

- 3.1 An employee shall have his seniority broken when he:
 - 3.1.1 Resigns; or
 - 3.1.2 Is discharged for just cause; or
 - 3.1.3 Accepts gainful employment while on an approved leave of absence; or
 - 3.1.4 Is absent for three (3) consecutive scheduled workdays without proper notification or authorization.

Section 4 Leave of Absence

- 4.1 Employees will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence except for authorized unpaid leaves of absence covered by the FMLA.

ARTICLE XXII INSURANCE

Section 1 Health Insurance

- 1.1 Employees are eligible to participate in a health insurance program selected by the WSCDC and offered during the term of this Agreement or portion thereof.
- 1.2 The Council recognizes the Employer's right regarding insurance programs under the preceding paragraph.
 - 1.2.1 However, in the event the Employer proposes to change out-of-pocket costs, co-pays, or deductibles, the Employer agrees to negotiate with the Union over the impact of said decisions.
- 1.3 Employees shall contribute towards the monthly premium.
 - 1.3.1 Such payments will be made by payroll deduction.
 - 1.3.2 On an annual basis the Employer will provide the Council with documentation regarding any change in premium costs for the health insurance program prior to the open enrollment period.
- 1.4 The employee monthly contribution rate shall be 16% of the monthly premium for PPO and 15% of the monthly premium for HMO.

- 1.5 The Employer shall make available to employees covered by this Agreement an optional Section 125 Plan funded by participating employees through payroll deduction.

Section 2 Life

- 2.1 In addition to the health insurance program, and subject to availability from the insurance carrier, the Employer will pay one hundred percent (100%) of the cost of \$50,000 in term life insurance. The employer will offer the option of additional life insurance to a maximum of an additional \$450,000.00 at the employee's expense.

ARTICLE XXIII UNIFORMS

Section 1 Uniforms and Uniform Maintenance Allowance

- 1.1 All members of the bargaining unit who have passed their probationary period are required to wear WSCDC supplied uniforms.

The Employer will determine the uniform.

The Employer will furnish new employees with an appropriate and sufficient initial issue of uniforms. After the conclusion of probation, each employee will be credited with two hundred fifty dollars (\$250.00) in a uniform account on an annual basis of which one hundred dollars, (\$100.00), may be carried over, from year to year for a \$350.00 max. These monies may be used for the purchase and maintenance of required uniforms. The employer shall reimburse the employee up to the maximum amount specified above. Any money remaining in the uniform account at the end of the year will remain the property of the Employer.

The employee's uniform shall be kept in a well-maintained condition, neat and able to pass regular supervisory inspection. Failure to maintain the uniform may result in disciplinary action.

- 1.2 Notwithstanding the above, the Employer agrees that "casual wear" may be worn on Saturday's, Sunday's and contractual Holidays. "Casual wear" must be neat, without holes, and shall not include T-Shirts with offensive print.

ARTICLE XXIV NO STRIKE – NO LOCKOUT

Section 1 No Strike

- 1.1 Neither the Council nor any individual member of the bargaining unit will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, mass resignations, mass absenteeism, picketing or any other intentional interruption or disruption of the operations of the WSCDC, regardless of the reason for so doing.
- 1.1.1 Employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the WSCDC.

1.1.2 In the event of a violation of this Section, the Council agrees to inform by reasonable means all members of their obligations under the law and this Agreement and to direct them to return to work and/or to cease all activities in violation of this Section.

1.2 The WSCDC agrees that provisions of this Article will in no way prevent employees from participating in their Statutory Rights.

Section 2 Council Liability

2.1 The Council, including its officials and agents shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

2.2 Upon the failure of the Council to comply with the provisions of Section 1 above, any agent or official of the Council who is an officer covered by this Agreement may be subject to the provisions of Section 3 below.

Section 3 Discipline of Strikers

3.1 Any member who violates the provisions of Section 1 shall be subject to disciplinary action.

3.2 Any action taken by the WSCDC against any employee who participates in action prohibited by Section 1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether an employee actually engaged in a prohibited action shall be subject to the grievance and arbitration procedure.

Section 4 No Lockout

4.1 The WSCDC will not lock out any employees during the term of this Agreement as a result of a dispute with the Council.

Section 5 Judicial Restraint

5.1 Nothing contained herein shall preclude the WSCDC or the Council from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE XXV SAVINGS CLAUSE

Section 1

- 1.1 If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be mutually modified to the extent necessary to conform to such laws.

ARTICLE XXVI DURATION

Section 1

- 1.1 This Agreement and its provisions shall be effective January 1, 2016 and shall continue in full force and effect until December 31, 2018 or until a successor agreement is executed between the parties, whichever later occurs. In the event that either party has the desire to bargain, pursuant to Sections 4 and 7 of the Illinois Public Labor Relations Act, during the term of this Agreement, it shall deliver to the other a Notice of Demand to Bargain.
- 1.2 Negotiations for a successor agreement shall commence upon service of a Notice of Demand to Bargain by either party, such Notice to be served not more than 120 days or less than sixty (60) days prior to December 31, 2018. All negotiations between the parties under the above shall commence not later than fifteen (15) days after receipt from the Notice of Demand to Bargain, unless otherwise mutually agreed.

ARTICLE XXVII WAGES

Section 1

Effective January 1, 2016

Steps	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Annual	51,560	55,368	57,595	59,856	61,973	64,291	66,589

Effective January 1, 2017

Steps	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Annual	52,849	56,752	59,035	61,353	63,522	65,898	68,253

Effective January 1, 2018

Steps	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Annual	54,170	58,171	60,511	62,887	65,110	67,545	69,960

ARTICLE XXVIII LONGEVITY

Section 1

- 1.1 In addition to an employee's base salary as provided for in Article 27, each full-time employee shall receive longevity pay based on continuous years of service with the WSCDC.
 - 1.1.1 Effective January 1, 2010, this longevity pay shall be in addition to the employee's base salary.
- 1.2 Eligibility for receipt of longevity pay shall be as follows:
 - 1.2.1 Commencing with the tenth (10th) year of continuous service through the completion of the thirteenth (13th) year of continuous service twenty five (\$25) dollars per pay period.
 - 1.2.2 Commencing with the fourteenth (14th) year of continuous service through the completion of eighteenth (18th) year of service thirty five (\$35) dollars per pay period.
 - 1.2.3 Commencing with the completion of nineteenth (19th) year of service, forty five (45) dollars per pay period.

Signature Page

West Suburban Consolidated Dispatch Center

WSCDC Board Chairperson

Date

Paul Volpe

WSCDC Executive Director

Date

Brian Staunton

Illinois Fraternal Order of Police Labor Council

Date

Pete Balderas



APPENDIX A - GRIEVANCE

(use additional sheets where necessary)

Date Filed: _____

Department: _____

Grievant's Name: _____

Last

First

M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

Article(s)/Sections(s) violated: _____

Briefly state the facts: _____

Remedy Sought: _____

in part and in whole, make grievant whole.

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

Lodge/Unit No. / Year / Grievance No.

**STEP THREE -
REFERRAL TO ARBITRATION by Illinois FOP Labor Council**

Person to Whom Referral Given

Date

FOP Labor Council Representative



APPENDIX B - DUES AUTHORIZATION FORM

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

974 CLOCKTOWER DRIVE

SPRINGFIELD, ILLINOIS 62704

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

Date: _____

Signed: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Employer, please remit all dues deductions to:

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

(217) 698-9433

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