

ILLINOIS FOP LABOR COUNCIL

and

CITY OF JOLIET

Joliet Police Supervisors Association

January 1, 2023–December 31, 2025

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AGREEMENT

THIS AGREEMENT is made and entered into this 1st of January 2023, by and between the City of Joliet, an Illinois municipal corporation (hereinafter referred to as the "City") and the Illinois Fraternal Order of Police Labor Council Joliet Police Supervisors Association (hereinafter referred to as the "Union").

PREAMBLE

WHEREAS, the City has endorsed the practices and procedures of collective negotiations as a fair and orderly way of conducting its relations with certain of its non-probationary employees insofar as such practices and procedures are appropriate to the functions and obligations of the City to retain the right to operate the City effectively in a responsible and efficient manner and insofar as such practices and procedures are consonant with the paramount interests of the City and its residents;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the City and the Union mutually covenant and agree as follows:

ARTICLE I

RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for all sworn Police Officers below the rank of Commander and above the classification of Master Patrol Officer, including Evidence Technician Supervisor (referred to herein as the "Members" or the "Employees")

Notwithstanding the foregoing, the FOP agrees that the City has no obligation to fill, promote or otherwise assign bargaining unit personnel to fill vacant positions in the rank of Captain. The parties agree that the Captain position will be eliminated through attrition during the term of this Agreement as incumbent Captains resign, retire or are otherwise separated from service. By extension, the parties agree that the City can assign Captain duties and responsibilities to bargaining unit or non-bargaining unit personnel, or any combination thereof.

ARTICLE II

NON-DISCRIMINATION

SECTION 2.1 Non-interference

Neither the City nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination for or against any such employees because of Union membership or non- membership.

SECTION 2.2. Non-Discrimination

In accordance with applicable law, neither the City nor the Union shall discriminate for or against any employee covered by this Agreement because of race, creed, color, national or origin, sex or marital status. While grievances may be filed under this Section, they cannot be appealed to arbitration.

SECTION 2.3 Political Affiliation

No employee shall be discriminated for or against or favored by the City or the Union because of the employee's political affiliation or lack of political affiliation.

SECTION 2.4 Residency

Residency within the corporate limits of the City of Joliet shall not be a mandatory condition of employment as a City law enforcement officer 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 Joliet Police Department represented by the Union.

However, all persons hired on or after ratification of this agreement shall, as a term and condition of employment, reside within the corporate limits of the City of Joliet (City Limits) within eighteen (18) months of initial employment and shall remain in the City until their twentieth (20th) anniversary. Any employee covered by this paragraph who attains their 20th anniversary shall not thereafter be required to reside within the City Limits.

All existing employees hired prior to ratification of this agreement shall be excluded from this residency requirement. As previously agreed to by the parties (see first paragraph, above) residency within the corporate limits of the City of Joliet shall not be required for City employees covered by this agreement.

The parties agree that the foregoing residency requirements shall not be subject to renegotiations prior to December 1, 2030.

It is not intended that a patrol officer promoted to this bargaining unit will be required to reside within the corporate limits as long he or she was not required to do so under the Patrol Agreement.

ARTICLE III

CHECKOFF OF UNION DUES

SECTION 3.1 Written Authorization Required

During the term of this Agreement, the City shall deduct current uniform monthly Union dues from the wages of all employees in the bargaining unit, provided that the City has received from each employee with respect to whom such deductions are to be made a written check-off authorization form.

SECTION 3.2 Written Termination Required

The City shall stop making deductions for Union dues beginning with the next payroll period after the employee in the bargaining unit notifies the City in writing that the employee is terminating the prior check off authorization.

SECTION 3.3 Payroll Deduction of Union Dues

The City agrees to make a payroll deduction each month for union dues, in the amount certified to be current by the Treasurer of the Union, from the pay of those employees covered by this Agreement. The total amount of the union dues deductions shall be remitted along with the dues deductions as set forth in Section 3.1 above.

SECTION 3.4 No Deductions After Death

In the event of the death of an employee covered by the Agreement, no subsequent deduction of Union dues or fair share fee shall be made from any monies due and owing the employee, his heirs or beneficiaries.

SECTION 3.5 Objection on Religious Grounds

The obligation to pay union dues to the Union shall not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Union. Upon proper substantiation and collection of the entire fee, the Union will make payment on behalf of the employee to a non-religious charitable organization mutually agreed to by the objecting employee and the Union. If the employee and the Union are unable to agree upon a non-religious charitable organization, the organization shall be determined in accordance with the procedures established by the Illinois State Labor Relations Board.

SECTION 3.6 Indemnification

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

ARTICLE IV

COLLECTIVE BARGAINING REPRESENTATIVE

SECTION 4.1 Union Representative in Collective Bargaining with City

The City agrees that the Union shall be represented in all collective bargaining sessions scheduled between the City and the Union by its bargaining committee, the members of which shall include not more than three (3) employees who are on duty, its attorney and/or other designated representative, if so desired by the Union.

SECTION 4.2 Time Off Work

The City agrees that it will permit employees designated by the Union pursuant to Section 4.1 of this Agreement to leave work without loss of regular straight time hourly pay for the number of straight time hours they would have worked but for attending such collective bargaining sessions between the City and the Union, provided that such release of these employees would not interfere with the safe, orderly and efficient operations in their respective departments. The City shall have the right to determine whether an

individual employee's absence would interfere with his department's operation in this manner, but such determination must be reasonable.

SECTION 4.3 Union Leave

The bargaining unit members shall donate ten (10) hours of paid sick leave time per year to a Bargaining Unit Compensatory Time Pool, for use by members 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 leave 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 Union may annually designate a donation of less than ten (10) hours. This designation must be submitted in writing to the Director of Human Resources in December, prior to the year in which the Union desires to change its annual donation, otherwise the City will deduct the amount shown above. The Bargaining Unit Compensatory Time Pool shall carryover from year to year.

ARTICLE V

GRIEVANCE PROCEDURE

SECTION 5.1 General

For the purpose of the parties of this Agreement, a "grievance" shall be considered a dispute or difference of opinion between an employee or the Union and the City concerning wages, hours, and conditions of employment or application of this Agreement. The Union and the City agree that neither the City nor the Police Chief will recognize a grievance or matter of personal working conditions presented by an employee covered by this Agreement that is not in accordance with the procedures hereby established. The Union agrees that no employee covered by this Agreement shall bring any matter covered by the terms of this Agreement personally to the Police Chief, the City Administration, the Mayor or members of 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 ten (10) working days of the event giving rise to the grievance or ten (10) days from the time the employee reasonably should have known of the event, and shall be processed as follows:

SECTION 5.2 Procedures for Processing a Grievance

STEP 1 Whenever an employee believes that he or she has a grievance, the employee shall report it in writing to a previously authorized and designated representative of the Union (the "Union Representative"). The Union Representative 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 Union Representative in writing within five (5) working days.

STEP 2 If the grievance has not been settled, it shall be presented in writing by the Union Representative to the Deputy Chief of the Grievant's Division within five (5) working days the supervisor's response is due. The Division Commander shall respond to the employee or the Union Representative in writing within five (5) working days.

STEP 3 If the Police Chief or the aggrieved employee, or the Union, elect to appeal from Step 2, the grievance and appeal shall be presented in writing to the Police Chief or the Police Chiefs authorized representative. The Police Chief or the authorized representative will arrange a meeting with the aggrieved employee and the Union Representative within five (5) working days after the grievance has been filed with the Police Chief. However, if the Union Representative, the aggrieved employee or the Police Chief or the authorized representative specifically request 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, the parties will be allowed to introduce and question persons familiar with the facts of the grievance. The Union and the employee may be represented by officers of the Union or a Union legal representative if the Union so desires. The Police Chief may call upon the Corporation Counsel 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 at Step 3 with the Police Chief without the written consent of both parties. In this meeting the parties will attempt to resolve the grievance to the satisfaction of the employee, the Union and the City and the matter shall be responded to the Union 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 Union, the Police Chief, or the

Police 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 may call for a meeting between the aggrieved employee, the Union and the Police Chief and have further hearings on the matter if he deems this necessary. In any event, the City Manager shall render the written decision of the City in any such grievance within ten (10) working days after taken under consideration by either written documents or hearing. The City may be represented by legal counsel of its choosing. In addition, the aggrieved employee may be represented by Union legal counsel if the employee so desires.

STEP 5

(a) If the grievance remains unsettled or unanswered within twenty (20) working days of the filing of the grievance with the City Manager at Step 4, the Union may file a written notice requesting binding arbitration between the Union and City.

(b) The arbitration proceedings shall be conducted by an arbitrator to be selected by the City and the Union within seven (7) days after notice has been given. If the parties are unable to agree upon an arbitrator within ten (10) business days of the City Manager being notified of the decision to refer the grievance to arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who shall be members in good standing of the National Academy of Arbitrators from the Midwest Region. Within seven (7) working 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 Union, including, but not limited to, the cost of providing an arbitrator a copy of the arbitration

hearing transcript upon the request of the arbitrator. However, each party shall be responsible for compensating its own representatives and witnesses. The City and the Union shall equally divide the costs, if any, of having the arbitration proceedings recorded by a certified court reporter. The City and the Union shall each have an independent right to request the preparation of a written transcript of the arbitration hearing. The cost of preparing and duplicating the transcript shall be divided equally between the City and the Union, provided each party shall pay for its own copy.

SECTION 5.3 Representation at Meetings and Arbitration Hearings

(a) No more than one person who is a police officer of the City otherwise on duty may serve as a Union Representative under Step 1 of the Grievance Procedure. No more than two persons who are police officers of the City otherwise on duty may serve as a Union Representative under Step 2 of the Grievance Procedure. No more than three police officers of the City otherwise on duty may serve as a Union Representative under Step 3,4 or 5 of the Grievance Procedure.

(b) Unless it would unreasonably interfere with the safe, orderly and efficient maintenance of City operations, a Union Representative and an individual grievant may be excused from work for the purpose of attending scheduled grievance meetings. Nothing in this Article shall prevent the City from being represented by legal counsel of its choosing or the Union from being represented by Union legal counsel.

SECTION 5.4 Grievances Relating to Discipline

(a) Waiver of Board of Fire and Police Commissioner Jurisdiction

If an employee elects to contest recommended discipline, the Police Chief or the Chiefs designee will hold an Administrative Review meeting with the employee and the Union Representative. Upon completion of the Administrative Review, the Police Chief will issue a Final Decision as to discipline ("Final Decision"), and notify the affected employee and the Union 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 Agreement (attached as an Appendix). The Election Form shall be given to the employee at the time the employee is formally notified of a Final Decision. The employee shall have five business days (Monday through Friday, excluding weekends and holidays) upon receipt of the Election Form to tender the executed Election Form to the Police Chief or the Chiefs 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 Section 5.2, Step 5(b).

The Police Chief has the right and discretion to impose discipline immediately upon the issuance of a Final Decision, including but not limited to, suspensions of more than 5 working days and termination. In those cases where arbitration has been selected, the Union shall file with the City its notice of intent to arbitrate the grievance ("Arbitration Notice"), not more than five (5) business days following the issuance of a 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 30 working days or termination, and the employee elected on the Election Form to have the case heard by the BOFPC, then the Police Chief shall file the appropriate charges before the Fire and Police Commission.

If an officer or the Union 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 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 5.2, 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 sixty (60) days after the date the Labor Union 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 Union 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.

ARTICLE VI MANAGEMENT-LABOR MEETINGS

SECTION 6.1 Optional Quarterly Meetings

At the request of either the City or the Union, a quarterly management-labor relations meeting shall be scheduled to be held in January, April, July, and/or October, during the term of this Agreement.

SECTION 6.2 Purpose

The purpose of such meeting(s) shall be to promote and maintain a harmonious and peaceful relationship between the City and the Union. Toward this end, general problems relating to the administration of this Agreement may be discussed. In no event shall individual grievances be presented or entertained.

SECTION 6.3 Representatives

The City shall be represented by the City Manager or a delegate and/or the appropriate Department Head. The Union shall be represented by Union representatives, no more than three of which shall be employees of the City who would otherwise be on duty.

SECTION 6.4 Agenda

The party requesting such a meeting shall provide an agenda which shall state the subject(s) to be discussed in accordance with Section 6.2 of this Agreement. Such agenda shall be submitted at least ten (10) days prior to the requested meeting date.

SECTION 6.5 Other Meetings

Nothing in this Article shall preclude either party from requesting or agreeing to other meetings between City and Union representatives, as the parties deem such other meetings to be necessary or desirable.

ARTICLE VII

GENERAL CONDUCT AND DISCIPLINE

SECTION 7.1 General

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 Department and shall abide by all Rules and Regulations of the Police Department of the City of Joliet, the Board of Fire and Police Commissioners, the Laws of the State of Illinois and the United States of America.

SECTION 7.2 Non-Discrimination

The City will develop and implement a method of employee discipline which shall be directed toward maintaining a safe, orderly and efficient operation and which shall provide fair and non-discriminatory treatment for employees.

SECTION 7.3 Forms of Discipline

Disciplinary actions may consist of the following actions:

- Oral reprimand
- Written reprimand
- Suspension
- Discharge

SECTION 7.4 Prior Discipline

Prior reprimands or suspensions of five days or less shall not be used to aggravate current disciplinary action, provided the prior reprimand or 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.

ARTICLE VIII

SENIORITY

SECTION 8.1 Types of Seniority

Three types of seniority shall be recognized by this Agreement: City Seniority, Departmental Seniority, and Rank Seniority. To the extent that seniority is involved at all the type of seniority applicable under any Article or Section in this Agreement shall be expressly stated in such Article(s) or Section(s).

SECTION 8.2 City Seniority Defined

An employee's City Seniority shall be the period of his or her most recent continuous regular full-time employment with the City without regard to interdepartmental-transfers. The computation of City Seniority shall commence with the first day of employment in a regular full-time status.

SECTION 8.3 Departmental Seniority Defined

An employee's Departmental Seniority shall be the period of his or her most recent continuous regular full-time employment as a sworn Officer of the City of Joliet Police Department. The computation of Departmental Seniority shall commence with the first day of employment in a regular full-time status as a sworn Officer.

SECTION 8.4 Rank Seniority

An employee's Rank Seniority shall be the period of his or her most recent promotion to a permanent rank.

SECTION 8.5 City to Supply City Seniority Lists

On January 1st and July 1st of each year during the term of this Agreement, the City shall post a City Seniority list covering all non-probationary employees covered by this Agreement. A copy of such list should also be mailed to the President of the Union.

SECTIONS 8.6 Layoff

In the event the City shall deem it necessary to lay off employees covered by this Agreement, such employees shall be laid off in the inverse order of their Departmental Seniority.

SECTIONS 8.7 Recall

Employees in layoff status shall be recalled by the City before any new hiring and if the City determines that it is necessary to recall employees, they shall be recalled in the order of their Departmental Seniority.

ARTICLE IX

ASSIGNMENT

SECTION 9.1 Temporary Assignment Pay

Each employee who is temporarily required to perform the duties of a higher paying position classification for a minimum of two (2) 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 ten percent (10%) of the employee's hourly base salary rate.

Notwithstanding the foregoing, temporary assignment pay will no longer apply to job duties and responsibilities performed by Sergeants and Lieutenants that once were performed by Captains, including but not limited to Special Events coordination, FTO/FTS program coordination, Court/Court Logs oversight, Traffic Unit oversight, ADP coordination, Special Assignment Job oversight, Neighborhood Meetings coordination, Ride Along and Job Shadowing program oversight, and Land Lord Tenant/Abatement oversight.

SECTION 9.2 Meal Allowance

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 9.3 Change in Work Hours

(a) Shift Seniority

Requests for a change in work hours for the routine Patrol Division shift operation will be granted to the employee with the most seniority in his respective rank (special relief, vacation relief and special assignments will not be considered routine shift operations). The written request shall be submitted to the Patrol Division Deputy Chief at least ten (10) days prior to the posting of the next schedule.

(h) Relief Shift

The City and the Union acknowledge that the starting times of work hours may vary during a calendar week, but may not result in a permanent relief shift that includes a combination of days, afternoons and/or midnight shifts during the same calendar week.

SECTION 9.4 Posting of Openings

Whenever the City desires to fill an open position in the bargaining unit due to death, retirement, termination or creation of a new position, notice of such opening shall be posted for five (5) working days. The Chief may fill positions temporarily. Employees wishing to apply for such positions shall do so, in writing, to the proper Deputy Chief and/or Chief of Police.

SECTION 9.5 Assignment Priority

The City will allow bargaining unit employees the right to available overtime before offering Temporary Upgrade Pay to non-bargaining unit employees. The Police Chief, or the Police Chiefs designee, is solely responsible for determining staffing level needs for the department. During an emergency situation the Chief has full right of assignments regardless of contractual requirements.

ARTICLE X

HOURS OF WORK AND OVERTIME

SECTION 10.1 Regular Workday and Workweek Defined

With the exception of those bargaining unit employees working 12 hour shifts pursuant to Appendix 4, for purposes of this Article, eight (8) hours shall constitute a regular workday and forty (40) hours a regular workweek; provided, however, that this statement is intended only to provide a basis for calculating overtime and does not constitute a guarantee or limitation of hours per day or per week.

SECTION 10.2 Overtime Rate

(a) Any time worked over eight (8) hours per workday, or forty (40) hours per workweek, will be paid for at the employee's Overtime Rate. For 2005 and 2006, the employee's Overtime Rate shall be the quotient of the employee's Annual Base Salary divided by 2,080 hours, multiplied by a factor of 1.5.

Effective January 1, 2007, the Overtime Rate shall be the quotient of the sum of the employee's Annual Base Salary and Holiday Stipend, divided by 2,080 hours, multiplied a factor of 1.5

An employee shall be allowed the option of receiving compensatory time in lieu of overtime pay. Compensatory Time shall be accrued at the rate of one and one half times the time worked. An employee shall only 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 or his designated representative. The use of Compensatory Time must be approved by the Police Chief or the Chiefs designated representative before compensatory time may be taken.

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 up to five (5) 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.

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.

This provision shall apply to court call overtime. Court time shall include inquests, pre-trials, liquor hearings, and all appearances arising out of the performance of the employee's duties in any court of law. It is agreed that when an off duty employee is required to be in court, the employee shall be paid as follows:

(1) If the time the employee is required to be in court is two hours or less, the officer will be paid the employee's Overtime Rate for two (2) full hours; or

(2) If the time the employee is required to be in court is more than two (2) hours but less than two and one-half (2.5) hours, the employee will be paid the employee's Overtime Rate for the amount of time the employee actually was required to be in court; or

(3) If the time the employee is required to be in court is two and one-half (2.5) hours but not more than four (4), the employee will be paid the employee's Overtime Rate for four (4) hours;

(4) If the time the employee is required to be in court is more than four (4) hours, the employee will be paid the employee's Overtime Rate for all time the employee was required to be in court.

(b) All assigned schooling and/or training on off duty time will be paid at the employee's Overtime Rate.

(c) Employees shall be paid four (4) hours at the employee's Overtime Rate if the employee left work and is called back to duty and commences working between one (1) hour after the employee's scheduled quitting time and four (4) hours before the employee's regular starting time the following day. Court time shall not be considered as call out or call back time.

(d) Employees called out other than as set forth in sub-section (c) above, or who are held over after completing their work day shall be paid for time actually worked at the employee's Overtime Rate.

(e) 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.

SECTION 10.3 Determination of Work Schedule

The work schedule determining the starting and quitting times and the days off of each employee shall be made by the Chief of Police or such other person or persons as the Chief shall designate for this purpose. Such schedules may be changed from time to time to suit varying conditions; provided, however, that indiscriminate changes deemed necessary shall be made known to the employees within five (5) working days prior to such change, except that this provision for advance notice shall not apply to situations determined by the Chief of Police or his designated representatives to be emergency situations.

SECTION 10.4 Posting Work Schedule

The Work Schedule for the coming work period shall be posted no later than eight (8) days prior to the starting dates of the new schedule.

ARTICLE XI

WAGES

SECTION 11.1 Annual Base Salary Schedules

(a) Beginning on January 1, 2023, each employee covered by this Agreement shall receive an annual base salary as follows (fully retroactive back to 1/1/23 on all hours compensated), which represents a total 2.49% across-the-board wage increase over the 2022 annual base salary:

2023 TOTAL ANNUAL BASE SALARY
(Including Pension Contribution)

<i>POSITION</i>	<i>Step A < 18 years</i>	<i>Step B < 18 years</i>	<i>Step A ≥ 18 years</i>	<i>Step B ≥ 18 years</i>
Police Lieutenant	\$141,213.80	\$147,750.21	\$145,450.21	\$152,183.13
Police Sergeant	\$128,453.79	\$134,681.08	\$132,307.40	\$138,721.52

(b) Beginning on January 1, 2024 each employee covered by this Agreement shall receive an annual base salary as follows, which represents a 2.00% across-the-board wage increase over the 2023 annual base salary:

January 1, 2024 TOTAL ANNUAL BASE SALARY
(Including Pension Contribution)

<i>POSITION</i>	<i>Step A < 18 years</i>	<i>Step B < 18 years</i>	<i>Step A ≥ 18 years</i>	<i>Step B ≥ 18 years</i>
Police Lieutenant	\$144,038.07	\$150,705.62	\$148,359.21	\$155,226.79
Police Sergeant	\$131,022.87	\$137,374.71	\$134,953.55	\$141,495.95

(c) Beginning on January 1, 2025, each employee covered by this Agreement shall receive an annual base salary as follows, which represents a 3.25% across-the-board wage increase over the 2024 annual base salary:

January 1, 2025 TOTAL ANNUAL BASE SALARY
(Including Pension Contribution)

POSITION	Step A < 18 years	Step B < 18 years	Step A ≥ 18 years	Step B ≥ 18 years
Police Lieutenant	\$148,719.31	\$155,603.55	\$153,180.89	\$160,271.66
Police Sergeant	\$135,281.11	\$141,839.38	\$139,339.54	\$146,094.57

(d) If another City bargaining unit (besides City stationary engineers represented by IUOE Local 399 or any successor labor organization) receives an across-the-board wage increase in calendar year 2023, 2024 or 2025 that is 0.5 percent higher in any one year than the across-the-board wage increases (2.49%, 2.0% and 3.25%) this bargaining unit will receive pursuant to this Agreement in each one of those calendar years, the Union will have the option to reopen and renegotiate the wages included in this Section 11.1 for only those years in which the across-the-board wage increase(s) are received by the other bargaining unit. The Union must invoke such a wage reopener in a written communication to the City Manager within ten (10) calendar days of the date when the City Council approves the other bargaining unit wage increases in order to trigger this reopener. The aforementioned wage reopener will not be triggered by a wage increase awarded by an interest arbitrator, nor will it apply to a wage increase that is intended to serve as a quid pro quo for a modification to employee duties, responsibilities and/or staffing levels; however, the aforementioned wage reopener will apply if it is the result of a stipulated arbitrator award. Any impasse with respect to the reopener negotiations described in this Section shall be resolved in accordance with the applicable provisions of Section 14 of the Illinois Public Labor Relations Act.

SECTION 11.2 Progression Through Steps

(a) Persons Appointed to Police Sergeant After January 1, 2005

Prior to January 1, 2025, all employees appointed to the position of Police Sergeant shall be classified as a Step A Sergeant for a period of four years after such appointment. Upon the completion of the fourth year of service in such classification, the employee shall be reclassified as a Step B Sergeant.

Beginning on January 1, 2025, all employees appointed to the position of Police Sergeant shall be classified as a Step A Sergeant for a period of three years after such appointment. Upon the completion of the third year of service in such classification, the employee shall be reclassified as a Step B Sergeant.

(b) Persons Appointed to Police Lieutenant

Prior to January 1, 2025, all employees appointed to the position of Police Lieutenant shall be classified as a Step A Lieutenant for a period of two years after such appointment. Upon the completion of the second year of service in such classification, the employee shall be reclassified as a Step B Lieutenant. Beginning on January 1, 2025, all employees appointed to the position of Police Lieutenant shall be classified as a Step A Lieutenant for a period of one year after such appointment. Upon the completion of the one year of service in such classification, the employee shall be reclassified as a Step B Lieutenant.

SECTION 11.3 Pension and Deferred Compensation

(a) Pick-Up and Pay 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 9.91% of the salary of such Employee as shown on the salary schedule in Section 11.1 hereof and 9.91% of the Holiday Stipend specified in Section 17.2. It is understood that this pick up and payment of the Fund consists of part of or all of the amount assessed against each such Employee under the payment of salary under Paragraph 11.1. Such amounts picked up and paid to the Fund will be treated as employer contribution for income tax purposes pursuant to 25 USC §414(h). The City shall not be required by this paragraph to pick up and pay any additional amounts to the Fund.

The Union 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 11.1 hereof.

The Union 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.

(b) Deferred Compensation

Effective June 7, 2006, any employee that submits a written irrevocable letter of resignation not later than November 1 of any year for resignation within the following 92 days may direct that the City use the employee's accrued Vacation Leave, Compensatory Time and Sick Leave to fund the employee's Section 457 plan in the months of December and January in accordance with program policies and to the extent permitted by law.

The employee shall not accrue additional Vacation Time, Compensatory Time or Sick Leave following the submittal of the resignation letter if such accrual would have exceeded the applicable accrual caps had the foregoing Section 457 contributions not been made.

SECTION 11.4 Special Assignments

(a) The hourly rate for employees working special assignment jobs will be determined by dividing the top annual base salary of a patrol officer by 2.080; except when employees are assigned supervisory roles they shall receive an additional Ten Dollars (\$10.00) per hour.

Whenever five (5) or more police officers are to be hired for a special assignment job, at least one supervisor will receive the supervisory rate. At least one supervisor who shall receive the supervisory rate will be hired for each additional five police officers.

(b) Employees working a special assignment job shall be considered on-duty for workers' compensation and insurance purposes.

SECTION 11.5 Pay Computation

(a) Daily Rate

The daily rate for employees shall be: annual base salary + annual longevity pay
+ annual educational incentive pay divided by calendar days per year.

(b) Regular Bi-Weekly Pay

The regular bi-weekly pay is monetary compensation for regularly scheduled work performed, or for time off work and approved, paid leave of absence, and shall be the daily rate times the 14 calendar days in each pay period.

(c) Straight-Time Hourly Rate

The straight-time hourly rate shall be the annual base salary divided by 2,080.

(d) Compensatory Time/Vacation Leave Buy-Out Rate

Pay for accrued but unused compensatory time and vacation leave when an employee leaves the City's service shall be based on the following hourly rate: the employee's annual base salary + holiday stipend + annual longevity pay + annual educational pay divided by 2,080.

(e) Forfeiture of Pay

Any forfeiture of pay shall be based on the employee's current rate of pay.

SECTION 11.6 Court Stipend

(a) Amount of Court Stipend

Each employee covered by this Agreement shall receive an annual Court Stipend in the amount of \$2,100.

Newly-promoted Sergeants shall receive a Court Stipend pro-rated on a monthly basis. In addition, the amount of the pro-rated Court Stipend shall be reduced by the amount of the Court Stipend (or substantially similar compensation), if any, paid to the employee during that calendar year pursuant to a collective bargaining covering the rank immediately below the rank of Sergeant.

(b) Time of Payment

The Court Stipend shall be paid in conjunction with the Holiday Stipend. The Court Stipend for newly-promoted Sergeants shall be made as part of a regular payroll within thirty (30) days after the employee begins service as a Sergeant.

(c) Court Stipend is Salary Attached to Rank

The City and the Union acknowledge that the Court Stipend is considered "salary attached to rank" for the purposes of the Illinois Pension Code.

ARTICLE XII

MANAGEMENT LEAVE

Each employee shall be entitled to five (5) paid days of Management Leave each calendar year. In 2009, each employee shall be entitled to six (6) paid days of Management Leave each calendar year. Effective January 1, 2010, each employee shall be entitled to seven (7) paid days of Management Leave each calendar year. Management Leave shall be scheduled with the approval of the Chief of Police.

ARTICLE XIII

MILITARY LEAVE

The City will comply with all applicable federal and state military leave laws.

ARTICLE XIV

LONGEVITY PAY

SECTION 14.1 Schedule

Subject to Section 14.2, each employee covered by this Agreement shall receive Longevity Pay on an annual basis as follows:

POSITION	5 YEARS OF CITY SENIORITY	10 YEARS OF CITY SENIORITY	15 YEARS OF CITY SENIORITY	20 YEARS OF CITY SENIORITY	25 YEARS OF CITY SENIORITY
Lieutenant	585	1,170	1,755	2,340	2,840
Sergeant	530	1,060	1,590	2,120	2,620

SECTION 14.2 Eligibility

Any employee hired after June 30, 1987 shall be eligible to receive Longevity Pay at the 15, 20 and 25 year longevity steps. Employees covered by this agreement hired before June 30, 1987 shall be eligible to receive Longevity Pay at each step listed above.

ARTICLE XV

SAFETY AND HEALTH

All parties to this Agreement hold themselves responsible for mutual cooperative enforcement of safety rules and regulations. Should an employee complain that his or her work for the City 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 the City Manager's authorized representatives. If the matter is not adjusted satisfactorily, the grievance may be processed according to the grievance procedures set forth in this Agreement. The parties to the Agreement shall establish a Joint Safety Committee consisting of representatives of the Union and the City Administration for purposes of promulgating a written safety code. All parties agree to enforce such code. Notwithstanding the provisions of this Section, the City retains the right to promulgate and enforce safety rules and regulations.

ARTICLE XVI

VACATIONS

SECTION 16.1 Eligibility for Vacation

Each employee covered by this Agreement will earn Vacation Leave on a monthly basis as follows:

<u>CITY SENIORITY</u>	<u>MONTHLY ACCRUAL RATE</u>
Hire date to 9th Anniversary	6.67 Hours
9th Anniversary to 11th Anniversary	10.00 Hours
11th Anniversary to 13th Anniversary	10.67 Hours
13th Anniversary to 15th Anniversary	11.33 Hours
15th Anniversary to 17th Anniversary	12.00 Hours
18th Anniversary to 20th Anniversary	12.67 Hours
After 20th Anniversary	13.33 Hours

SECTION 16.2 Carry-over

Upon completing three (3) years of continuous service, an employee may be allowed to accrue vacation time not to exceed a total of seven (7) weeks. Accrued vacation time shall mean an employee's vacation time following the vacation draw in any given year.

SECTION 16.3 Computation

For the purpose of determining the amount of continuous service which any employee has, it shall be calculated as of the date upon which the employee's vacation shall begin in any calendar year, and in the event any employee's period of continuous service shall increase and, therefore, make the employee eligible for the next higher level vacation between the time the employee has drawn for vacation and the actual date of the vacation, the employee shall be entitled to the longer vacation but will have to draw for additional time thereafter.

SECTION 16.4 Vacation Pay

The vacation credit outlined in Section 16.1 shall be calculated by dividing the sum of the employee's annual salary, longevity pay and educational incentive pay by 2,080 hours. Notwithstanding the calculation of vacation pay in hours, in no event shall vacations be scheduled for a period of less than one week without the Police Chief's prior approval.

SECTION 16.5 Vacation in Event of Termination or Extended Leave of Absence

(a) Any employee who has met all of the eligibility requirements for a paid vacation and who is laid off, discharged or resigns before taking such vacation shall receive Vacation Pay.

(b) Any employee who retires from active employment with the City and commences receiving pension benefits which accrued due to employment with the City, shall be entitled to receive either (1) time off with pay prior to the effective date of retirement, or (2) Vacation Pay after the effective date of his retirement.

SECTION 16.6 Vacation Scheduling

To the extent that it does not interfere with the safe, orderly and efficient operation of City Services, employees shall be permitted to select vacation periods from those available on their Department's vacation schedule, based upon their Rank Seniority. Employees who have not selected a vacation period prior to December 31 of the year prior to the year in which the vacation is scheduled to be taken, shall not be entitled to preference over less senior employees.

SECTION 16.7 Days of Vacation

Vacation shall be taken only on an employee's regularly scheduled workdays.

SECTION 16.8 Vacation Schedules to be posted

A vacation schedule showing what periods are available for taking vacations shall be available as early in each year as practicable, but in no event later than December 15 of the year prior to the year in which the vacations are scheduled to be taken.

ARTICLE XVII

HOLIDAYS

SECTION 17.1 General

Except as otherwise provided in this Article, holidays shall not be recognized for any purpose, including, but not limited to, earning premium pay, earning compensatory time or any other provisions formerly associated with holidays. In lieu thereof, each member shall receive a Holiday Stipend and four (4) Floating Off-Duty Days. The contractual provisions regarding holiday benefits provided pursuant to the previous collective bargaining agreement are attached hereto for historical purposes only as Appendix 3.

SECTION 17.2 *Holiday Stipend*

(a) In 2023, each employee covered by this Agreement shall receive a Holiday Stipend as follows (based on the receipt of 12 paid holidays by all City employees):

2023 HOLIDAY STIPEND
(Including Pension Contribution)

POSITION	<i>Step A < 18 Years</i>	<i>Step B < 18 Years</i>	<i>Step A ≥ 18 years</i>	<i>Step B ≥ 18 years</i>
Police Lieutenant	\$5,589.80	\$5,850.13	\$5,757.50	\$6,025.63
Police Sergeant	\$5,085.55	\$5,330.50	\$5,238.11	\$5,490.42

(b) In 2024, each employee covered by this Agreement shall receive a Holiday Stipend as follows (based on the receipt of 12 paid holidays by all City employees):

2024 HOLIDAY STIPEND
(Including Pension Contribution)

POSITION	<i>Step A < 18 Years</i>	<i>Step B < 18 Years</i>	<i>Step A ≥ 18 years</i>	<i>Step B ≥ 18 years</i>
Police Lieutenant	\$5,701.60	\$5,967.13	\$5,872.65	\$6,146.15
Police Sergeant	\$5,187.26	\$5,437.11	\$5,342.88	\$5,600.23

(c) In 2025, each employee covered by this Agreement shall receive a Holiday Stipend as follows (based on the receipt of 12 paid holidays by all City employees):

2025 HOLIDAY STIPEND
(Including Pension Contribution)

POSITION	<i>Step A < 18 Years</i>	<i>Step B < 18 Years</i>	<i>Step A ≥ 18 years</i>	<i>Step B ≥ 18 years</i>
Police Lieutenant	\$5,886.90	\$6,161.06	\$6,063.51	\$6,345.90
Police Sergeant	\$5,355.85	\$5,613.82	\$5,516.53	\$5,782.24

The Holiday Stipend shall be treated as part of "salary attached to rank" for pension purposes and the City and the member shall make pension contributions in connection with the stipend in accordance with Section 11.3 of this Agreement and as required by the Illinois Pension Code. The Holiday Stipend shall be paid on a separate check in January of each year.

Notwithstanding the foregoing, if the City Council adds a new holiday to the total number of holidays enjoyed by the City workforce, the above-described Holiday Stipends will be increased for each year in which a new holiday is added by a proportionate amount that equates to the new holiday(s). For example, if one new paid holiday is added in 2025, the Step A Police Sergeant's Holiday Stipend will increase by \$446.32 (1/12 of \$5,355.85) for a new Holiday Stipend of \$5,802.17.

SECTION 17.3 Pro-ration of Holiday Stipend

(a) Members entering the bargaining unit after January 1st in any year shall receive a pro-rated Holiday Stipend based upon the number of months worked in the calendar year of entry. Work in any month shall be treated as a complete month worked for the purpose of calculating a prorated Holiday Stipend. The City may also take a credit against the Holiday Stipend paid to persons entering the bargaining unit after January 1st, stipends or similar payments made in lieu of holidays, such as Holiday Stipends paid to members of the Illinois Fraternal Order of Police Labor Council - Joliet Patrol Officers.

(b) Persons entering the bargaining unit after January 1st of any year shall also receive a prorated holiday stipend. The method of pro-ration shall be to deduct from the sum of twelve and one-half

(12/4) the total number of holidays earned while a member of the Joliet Police Union FOP Labor Council - Patrol Officers which have already elapsed during that calendar year. From said calculated sum there shall then be deducted the number of floating off-duty days the entering member will receive in the year of entry as provided in Section 17.4 of this Agreement. The remaining sum shall then be multiplied by eight (8) and then by the member's straight time hourly rate. The resulting product shall be the amount of the prorated Holiday Stipend.

(c) In the event an entering member does not receive holiday leave pursuant to the Joliet Police Union FOP Labor Council - Patrol Officers working agreement, but instead receives a stipend, paid leave in lieu of holiday leave or some combination thereof, then the City may prorate the Holiday Stipend provided pursuant to Section 17.2 and the floating off duty days given pursuant to Section 17.4 so that the total benefits received by the entering employee in that calendar year do not exceed the benefits accorded a non-entering member of the same rank and step.

SECTION 17.4 Floating Off-Duty

Members shall receive four paid (4) Floating Off-Duty Days each calendar year. The scheduling of such days shall be with the approval of the Police Chief or the Deputy Police Chief in accordance with existing procedures used for the scheduling of compensatory time off. Approval may be withheld for a particular request if granting the request would create the need to fill the vacancy with an overtime assignment. Floating Off-Duty Days not used during the calendar year in which they were earned will be lost. However, any Floating Off-Duty Days that cannot be used by a member in the calendar year in which they were earned because a scheduling request was disapproved by the Chief or the Deputy Chief may carry over to the following calendar year. The process of scheduling Floating Off-Duty Days shall not interfere with or diminish the existing practice used by a member to schedule "special consideration" days.

Each new member entering the bargaining unit before July 1st of the year shall receive four (4) paid floating off duty days in the calendar year in which he or she entered the bargaining unit. New members entering the bargaining unit after July 1st shall receive two (2) paid floating off duty days in such calendar year.

ARTICLE XVIII

SICK LEAVE

SECTION 18.1 Accrual

Each full-time employee shall accrue twelve (12) hours of Sick Leave per month of continuous service, up to 1,012 hours. Thereafter, accrual shall be at the rate of eight (8) hours per month, except as restricted hereafter. Each employee who is absent from work on Sick Leave sixteen (16) workdays or more during any calendar month shall not accrue Sick Leave for that month. There shall be no maximum limit placed on the accrual of Sick Leave.

SECTION 18.2 Usage

Sick Leave may be used for illness or injury incurred off-duty, or related on-duty, matters for which Workers' Compensation or Occupational Disease Acts' provisions do not apply. An employee who is ill or injured shall be entitled to deplete his or her entire accrued Sick Leave prior to being required by the City to apply for disability pension, or to be otherwise separated from active City service. One (1) hour of Sick Leave credit shall be deducted for each working hour missed by an employee due to illness or injury outlined above if the employee is to continue receiving full pay during such absences.

SECTION 18.3 Reporting

An employee who becomes unable to work due to illness shall notify his or her supervisor as soon as possible. A physician's statement may be required of an employee before sick leave pay is given. However, in all cases where five (5) consecutive duty days are missed, as the result of illness or injury, a physician's statement shall be required before Sick Leave pay is given. Such statements shall become part of the employee's personnel record, and may be used to determine, from time to time, whether or not an employee is able to continue the performance of assigned duties and responsibilities, specified in the employee's job classification/description. Sick Leave is a privilege, which can only be authorized by the Department Head, the City Manager or their designated representatives.

SECTION 18.4 Line of Duty Illness or Injury

In cases of line of duty illness or injury, the City shall pay the difference between the employee's normal wages and any payments received by the employee from a public employee pension fund, Workers' Compensation or Occupational Disease Acts provision, for a period of six (6) months. Time lost as pertains to this Section shall not be deducted from the employee's accrued Sick Leave, 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.

In the event this leave exceeds six (6) months, then the remaining leave shall be subject to the terms of the *Public Employee Disability Act* (5 ILCS 345/1). Nothing in this Section is intended to diminish the benefits of the *Public Employee Disability Act*.

SECTION 18.5 Independent Medical Examination

The City or its appropriate insurance carrier acting as designated 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. If the evaluations and/or opinions of the employee and the City's physicians are contradictory and/or inconclusive, the City 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 physicians rendering the previous evaluations and/or opinions. Such evaluations and/or opinions may be required monthly by the City, while the employee is in such status. The City and/or its agent shall bear any and all costs of second and/or subsequent medical evaluations and/or opinions.

SECTION 18.6 Sick Leave Buyout Upon Retirement

Any employee who shall retire from the City, and who shall qualify for receiving a regular pension, based upon a minimum of twenty (20) years service, 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 1,012 hours or a total of 405 hours factored by the hourly wage. For the purpose of this section the hourly wage shall be calculated by dividing the sum of the employee's annual salary, holiday stipend, longevity pay and educational incentive pay by 2,080 hours.

SECTION 18.7 Posting of Sick Leave Accrual

Sick Leave accumulation shall be made available to each department monthly, revealing the amount of Sick Leave accumulated by each employee. Department heads shall post this information in a central location or advise the Union that it is available for review.

SECTION 18.8 Sick Leave Buyout Upon Death

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:

- (a) The death was not in the Line of Duty, but the employee was vested for retirement benefits, according to the Police Pension Board; or
- (b) The death occurred in the line of duty, regardless of the employee's service length.

SECTION 18-9 Conversion to Personal Leave

Employees may draw a maximum of three (3) Personal Leave days each calendar year, two of which shall be deducted from accrued but unused Sick Leave. Personal Leave does not accumulate, nor may it be carried over from year to year. Personal Leave may be taken at the employee's discretion, subject to:

- (a) Notification of intent to take such leave by the employees at least twenty- four (24) hours in advance, and;

(b) Approval by the Police Chief or his designated representative. Such approval shall only be withheld for operational reasons.

SECTION 18.10 Joint Committee

The City and the Union agree to establish a Joint Committee to study and make recommendations regarding patterns of Sick Leave usage. The Joint Committee shall identify average and above average usage and shall consider incentives to encourage less Sick Leave usage. The Union and the Police Chief shall each appoint three members to the Joint Committee. The Joint Committee shall report its findings and recommendations to the membership of the Union and the City Manager.

ARTICLE XIX

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 parents and foster parents of employee and spouse;
- (d) Brothers and sisters of employee and spouse;
- (e) Grandchildren and grandparents of employee and spouse;

ARTICLE XX

UNIFORMS AND PROTECTIVE CLOTHING

SECTION 20.1 Provided by the City

The City agrees to furnish the initial issue of any uniform, protective clothing or corrective device, which the City requires any employee to wear.

SECTION 20.2 Union Cooperation

The Union agrees that it will cooperate with the City in obtaining compliance by all employees covered by this Agreement with City requirements that such uniforms, protective clothing and protective devices be worn.

SECTION 20.3 Replacement

The City agrees to replace any uniform, protective clothing or protective device, which is worn or damaged beyond repair while on duty. The employee shall turn in the worn or damaged item. The employee must reimburse the City for the cost of items issued him or her pursuant to Section 21.1 and which the employee loses, damages or negligently allows to be stolen.

SECTION 20.4 Plainclothes Allowance

An annual Plainclothes Clothing Allowance of Three Hundred Forty Dollars (\$340.00) shall be provided by the City to officers designated by the Chief of Police.

SECTION 20.5 Duty Weapon and Ammunition

The City shall issue a duty weapon to each employee. Duty weapons issued by the City shall be paid for and owned by the City. The City shall also provide each employee with ammunition for range practice.

SECTION 20.6 Body Armor

(a) The City shall provide each employee personal body armor approved by the City. The body armor will be the property of the City and part of the employee's issued equipment. Personal body armor will be maintained and replaced in accordance with the recommendation of the body armor manufacturer.

(b) A joint committee consisting of one representative from the Union, one representative from FOP, the Police Chief and another designee of the Chief will be formed to establish criteria for approved body armor.

(c) Any member of the Union assigned to field duty will be required to wear body armor, unless otherwise authorized by the Police Chief or the Police Chiefs designee.

ARTICLE XXI

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.

ARTICLE XXII

EMERGENCY LEAVE

SECTION 22.1 Emergency Leave Provision

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 may request to be relieved from his duty while the emergency exists, which request will not be unreasonably denied.

SECTION 22.2 Extension

The employee must make arrangements to enable the employee to return to duty on the employee's next duty day. If the emergency continues beyond the duty day when the said emergency occurred, the employee must receive prior consent from the Police Chief or Officers in charge of the department in the absence of the Police Chief to continue Emergency Leave Status. Any additional time shall be deducted from any such member's accrued leave, as the members indicates, i.e. back time or Compensatory Time, Sick Leave, Vacation Leave, etc.

ARTICLE XXIII

SPECIAL UNPAID 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 Leave 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 XXIV

IN-SERVICE TRAINING

SECTION 24.1 General

The City agrees that it will attempt to provide opportunities for in-service training with the objective of furthering the qualifications of employees. The Union agrees that it shall be the responsibility of employees to participate in such training programs. The City reserves the right to limit the number of employees who might be involved at any one time in in-service training.

SECTION 24.2 Compensation

The City agrees to compensate an employee covered by this Agreement who is required by the City to attend such courses or schooling during hours when the employee would not otherwise be at work. Compensation shall be at one and one-half (1.5) times their regular straight time rate of pay. Employees who are required to attend such courses or schooling more than twenty (20) miles from the Joliet Municipal Building paid at the rate of time and one-half while traveling if travel time occurs after an employee's regularly scheduled eight (8) hour day.

SECTION 24.3 Mileage

Mileage expenses shall be reimbursed at the rate established and approved by the City Council, at the time such expenses were incurred.

SECTION 24.4 Education Incentive Pay

(a) Each Full-time sworn officer covered by this Agreement who earns an Associates Degree in Police Science, or completes the first two program years of a pre- approved Bachelor's Degree program in a field approved by the City shall receive Educational Incentive Pay on an annual basis as follows:

<u>Rank</u>	<u>Amount of Educational Incentive Pay</u>
Lieutenant	\$1,462
Sergeant	\$1,327

(b) Each full-time sworn officer covered by this Agreement who earns a Bachelor's Degree in Law Enforcement, Criminal Justice, or a related field pre-approved by the City shall receive Educational Incentive Pay on an annual basis as follows:

<u>Rank</u>	<u>Amount of Educational Incentive Pay</u>
Lieutenant	\$2,924
Sergeant	\$2,654

(c) No Educational Incentive Pay or increase in Educational Incentive Pay may be granted to any employee who does not complete all degree requirements both while employed by the City and prior to December 31, 1982, except those employees enrolling prior to December 31, 1982, and who will complete their coursework during the next semester.

(d) Each employee who is currently enrolled as of December 31, 1982, in coursework leading to an Associates Degree in Police Science or a Bachelor's Degree in a field approved by the City shall receive during such enrollment, Educational Incentive Pay in the amount of two percent (2%) of Base Pay.

SECTION 24.5 Reimbursement Assistance

The City shall reimburse employees for the expenses of books and tuition incurred as the result of voluntary participation in academic, educational, training and/or vocational coursework provided that:

(a) The coursework is directly related to the employee's professional development as a police officer and/or police administrator.

(b) The coursework is approved in advance by the Chief of Police, City Manager or their designated representative. The employee obtains a minimum evaluation of "C" or its equivalent (pass) for each course for which reimbursement is sought and approved.

(c) The expenses incurred are properly documented by voucher or other supporting documents.

(d) The expenses are not reimbursable through other sources available to the employee, e.g., federal and/or state veteran's benefits, etc.

(e) That the coursework is part of a school's program, approved by the City, leading to an associate, bachelor or master degree.

(f) That the employee has been admitted to the school, with a prescribed course of studies leading to an associate, bachelor or master degree.

(g) The maximum tuition reimbursement shall be \$500.00 per undergraduate credit hour, and \$550.00 per graduate credit hour. Items eligible for reimbursement shall be limited to tuition and mandatory fees, which are incidental to, approved course work. The City shall reimburse all employees for the full expense of books and fees.

(h) If an 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 to the City the full amount of the reimbursements made by the City in the 24 months preceding the employee's separation, provided however, the employee shall not be required to repay reimbursements made by the City prior to January 1, 1999. This repayment may be deducted by the City from a separating employee's final paycheck.

ARTICLE XXV

EXTRA EMPLOYMENT

The City shall not infringe upon the right of a Union member to engage in employment not associated with his present position, provided that such employment is not illegal and does not expressly hamper the employee from properly performing his duties. The Police Chief reserves the right to decide which employment may be compatible.

ARTICLE XXVI

MANAGEMENT RIGHTS

SECTION 26.1 General

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 of which such operations and services shall be Performed; to change or eliminate existing productivity standards, methods, materials, employment 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 work and overtime work; to select and hire employees and assign them to work as needed; to promote, demote, transfer, suspend, discipline and discharge employees for proper cause (probationary employees without cause); to make and enforce work rules; and to lay off and to relieve employees from duty because of lack of work or other reasons.

SECTION 26.2 Administration

It is recognized that the City has the right to manage its operations and direct its employees as in its judgment it deems is proper, unless restricted by the language of this Agreement.

ARTICLE XXVII

GROUP INSURANCE PROGRAM

The parties agree that healthcare shall remain status quo for all Employees, Retirees, Retiree Spouses and family coverage under the current Group Health Insurance Benefits Plan and shall remain unchanged through December 31, 2030. Healthcare shall be considered a permissive subject of bargaining until December 31, 2030. Therefore, the City understands that if it should request bargaining prior to December 31, 2030, and the Union declines to discuss this Article, the City shall not be entitled to any further rights to seek modification of this Article.

The only exception to the above paragraph is that if the Cadillac Tax (aka excise tax) under the Affordable Care Act, as amended, is imposed, the Agreement shall be reopened in 2025 if the City is penalized under such tax. The parties agree that only the financial consequences of the taxed will be addressed.

SECTION 27.1 Health Insurance Plan for Active Employees (See Chart in Appendix 5)

(a) 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:

INSURANCE CHART TO REMAIN THE SAME FROM CURRENT CBA

(b) City 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 \$50,000, payable as directed by the covered employee. This benefit shall terminate upon the employee's separation from active status.

Those employees who are retired or disabled as of the effective date of this Agreement shall not receive the revised death benefit provided above but shall continue to receive the \$12,500.00 death benefit provided under the terms of the predecessor collective bargaining agreement in effect immediately prior to this Agreement.

Those employees on active status as of the effective date of this Agreement who retire on or before December 31, 2013 may make a one-time election prior to their retirement to continue to receive the \$12,500 death benefit provided under the terms of the predecessor collective bargaining agreement in effect immediately prior to this Agreement (which death benefit will survive the termination of this Agreement) or the revised \$50,000 death benefit provided under this Agreement.

(c) 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.

(d) 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 as 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 27.2 Health Benefit Plan for Separating Employees (Retirees) (See Chart in Appendix 6)

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:

INSURANCE CHART TO REMAIN THE SAME FROM CURRENT CBA

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 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.

SECTION 27.3 Health Benefit Plan for Disabled Employees

(a) Permanent Partial Disability

The City 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 that the former employee held at the time of separation, to continue to receive the following group insurance benefits.

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

The City shall bear the cost of these benefits for permanent partially disabled employee. The permanent partially disabled employee shall bear 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, if such coverage is in effect as of the effective date of this Agreement.

(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 Benefits, Physician Benefits and Prescription Drug Benefits, including eligible dependents.
- (2) Dental Benefits, including eligible dependents;
- (3) Group term life insurance in the amount of \$12,500, if such coverage is in effect as of the effective date of this Agreement.

The City shall bear the cost of these benefits for the permanent totally disabled employee and the employee's eligible dependents.

SECTION 27.4 Health Benefits 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.

In the event that the deceased employee is killed in the Line of Duty, the surviving spouse and eligible dependents of such employee shall be provided with the group health insurance benefits provided to active employees and the costs of such benefits shall be paid by the City.

SECTION 27.5 Plan 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 Plan Documents currently on file in the Office of the City Clerk. Each covered employee shall receive a booklet describing the coverages provided pursuant to this Article.

SECTION 27.6 Health Care Committee

The Union 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 periodically 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 27.7 Other Benefits

(a) Annual Health Care Stipend

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) Funeral Expenses

The surviving spouse of an officer killed in the line of duty, or such other person previously designated by the employee in an instrument filed with the City, shall be reimbursed up to \$10,000.00 for funeral expenses upon presentation of receipts and/or invoices.

(c) Annual Physical Examination

Effective January 1, 2007, in addition to the benefit provided in Section 27.7(a), at the request of an employee the City shall pay for one general physical examination of the employee by a medical professional each calendar year. The medical professional, and the time, location and scope of the examination, shall be determined by the City.

(d) Titer Test

Effective June 7, 2006, the City shall pay for a Titer Test requested by an employee. The medical professional, and the time, location and scope of the Titer Test, shall be determined by the City. The City shall not unreasonably delay or deny the administration of a Titer Test requested by an employee.

(e) Supplemental Accident Benefit Repealed

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

(f) Enhanced 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.

SECTION 27.8 Section 125 Plan

The Employer shall establish a Section 125 plan, which will enable employees to tax shelter qualified, unreimbursed medical, dental and childcare/dependent care expenses.

ARTICLE XXVIII

EFFECTIVE STATUS, TERM AND LEGALITY CLAUSES

SECTION 28.1

This agreement supersedes and cancels all prior practices and Agreements, whether written or oral, unless expressly stated to the contrary herein, and together with any letters of understanding executed with the Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining, except as provided for in the grievance procedure for its term.

SECTION 28.2

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

SECTION 28.3

It is agreed by the parties that all of the terms and conditions of the Agreement shall be effective upon execution except as otherwise provided in this Agreement and shall be considered to have been in full force and effect that date henceforth.

SECTION 28.4

This Agreement shall be in effect from January 1, 2023, through December 31, 2025, and shall continue thereafter in full force and effect from year to year unless terminated either by agreement of the parties or by written notice given no later than one hundred-twenty (120) days prior to the next anniversary date thereof. This notice shall be delivered to the office of the City Manager, or to the President of the Union, either personally or by certified mail.

ARTICLE XXIX

NO STRIKE-NO LOCK OUT

SECTION 29.1

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

SECTION 29.2

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

ARTICLE XXX

PRESERVATION OF WORKERS' COMPENSATION BENEFITS

Employees shall continue to be entitled to file and have their claims for workers' compensation benefits heard and determined as provided by the Illinois Worker's Compensation Act, 820 ILCS 305/1, et seq.

ARTICLE XXXI

DRUG AND ALCOHOL ABUSE PREVENTION POLICY

SECTION 31.1 General Policy Regarding Drugs and Alcohol

In the interests of employing police officers who are fully fit and capable of enforcing the laws, and for the safety and well-being of employees, the parties hereby establish a screening program implementing the stated policy regarding drug and alcohol use by command officers of the Joliet Police Department. Contained herein is the policy and program of the City of Joliet and the Joliet Police Department, as specifically applied to members of the City of Joliet Police Department.

The Police Department has the responsibility to provide a safe work environment as well as a paramount interest in protecting the public by ensuring its employees are physically and emotionally fit to enforce the law. For these reasons, the abuse of prescribed drugs, and abuse of alcohol or the use, possession, sale or transfer of illegal drugs, cannabis or non-prescribed controlled substances by Department employees is strictly prohibited on or off duty. Violation of these policies shall result in disciplinary action up to and including discharge.

SECTION 31-2 Definitions

(a) "Drugs" shall mean any controlled substance listed in the Controlled Substance Act, 720 ILCS 570/102, for which the person tested does not submit a valid pre-dated prescription. Thus, the term "drugs" includes both abused prescription medications and illegal drugs of abuse. In addition, it includes "designer drugs" which may not be listed in the Controlled Substances Act but which have adverse effects on perception, judgment, memory or coordination.

A listing of drugs covered by this Policy includes, but is not limited to:

Opium	Methaqualone	Psilocybin-psilocin
Morphine	Tranquilizers	MDA
Codeine	Cocaine	PCP
Heroin	Amphetamines	Chloral Hydrate
Meperidine	Phenmetrazine	Methylphenidate

Marijuana	LSD	Hash
Barbiturates	Mescaline	Hash Oil
Glutethimide	Steroids	

(b) *"Impairment"* due to drugs or alcohol shall mean a condition in which the employee is unable to properly perform his/her duties due to the effects of a drug in his/her body. Where impairment exists (or is presumed), incapacity for duty shall be presumed.

(c) *"Positive Test Results"* shall mean a positive result on both GC/MS and on the split sample if such test is elected by the employee or the Union. If the initial test is positive, but the second test is negative, the test results will be deemed negative and no action will be taken. A positive confirming test result is one where the specimen tested contained alcohol, drug or drug metabolite concentrations. As to alcohol testing, test results showing an alcohol concentration of .04 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 .04 indicate the employee is impaired in violation of this Article.

(d) The term *"drug abuse"* includes the use of any controlled substance, which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug that results in impairment while on duty.

(e) The *"City"* shall include the Police Chief, or the City Manager or their respective designees.

SECTION 31.3 Prohibition of Drugs In The Work Place

The concealment, transportation, promotion, sale, purchase, possession or use of the following items or substances by employees of the Police Department is strictly prohibited while on duty or during working hours, including lunch hour, and in the work place at any time except in accordance with duty requirements:

- (a) Drugs or controlled substances covered by this Policy as defined in Section 2 (a) of this Article.
- (b) Alcoholic beverages.
- (c) Drug paraphernalia.

- (d) Over the counter drugs, and legally obtained pharmaceuticals, to the extent that they mentally impair the employee.

Violations of these prohibitions shall result in disciplinary action up to and including discharge.

Employees subject to recall to work overtime or unscheduled hours or less than eight hours notice shall not be subject to discipline for any impairment due to alcohol or legal drugs, provided, they notify their superior of their condition provided that an employee expressly notified to stand by to be immediately available for recall to work shall be restricted during the stand by period from imbibing alcohol or taking legal drugs that may impair performance.

SECTION 31.4 Administration Tests

(a) Informing Employees Regarding Policy

All present employees shall be supplied a copy of this Policy on Drug and Alcohol Screening and the City will meet with employees to explain the Policy. Union representatives shall be afforded the opportunity to be present to explain the Union's role in regard to the Policy. New members of the bargaining unit will be supplied with a copy of this Policy on Drug and Alcohol Screening as part of their orientation.

(b) Reasonable Suspicion Testing

When there is a reasonable suspicion to believe that an employee uses illegal drug or is physically or mentally impaired due to being under the influence of alcohol, the use of illegal drugs or the abuse of prescription drugs, the Chief shall have the right to order an employee to report for drug or alcohol testing.

Reasonable suspicion is a suspicion based upon specific objective facts and reasonable inferences drawn from those facts. The facts for determining reasonable suspicion shall be based upon the following:

- (1) Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment resulting from using or being under the influence of alcohol or controlled drugs; or
- (2) Information provided by an identifiable third party, which is independently investigated by the Chief or his designees to determine [where feasible] the

reliability or validity of the allegation. Information from anonymous sources alone shall be insufficient grounds to order a test.

(c) There shall be no random testing or testing not based on reasonable suspicion of employees except as specifically provided for by this Article.

(d) Accidents/Injuries

When an employee is involved in an on-the-job accident or injury, a superior officer shall conduct a preliminary investigation promptly and, as part of the investigation, shall evaluate the employee's appearance and behavior and shall promptly report his findings to the Police Chief or his designee. Drug or alcohol testing may be required where there is reasonable suspicion that an error or mistake due to drug or alcohol use by the employee caused the accident or injury or where there is reasonable suspicion that an employee's alcohol or drug use may have contributed to the incident. The failure of a superior to report findings of reasonable suspicion shall be cause for discipline.

(e) Arrest or Indictment

When an employee has been arrested or indicted for conduct involving alcohol abuse and/or illegal drug related activity on or off duty, the Police Chief may require drug/alcohol screening or induction into an Employee Assistance Program, whichever is applicable.

(f) Status of Employee Following Order For Testing

When testing is ordered, the employee will be removed from duty and placed on administrative leave with pay or non-emergency duty within the Police Department pending the receipt of results.

(g) Return To Duty Testing

An employee who tests positive may not return to duty until the employee passes a drug test administered under this part and the medical review officer has determined the employee may return to duty.

SECTION 31-5 Random Drug Testing

In addition to the random testing provided for by Section 31.9(a) of this Agreement, members of the bargaining unit may be subject to random drug testing ordered by the Chief. The Chief will be permitted to have four (4) random drawings per year with a maximum of 15% of total bargaining unit membership tested per drawing. No employee shall be subject to more than three (3) random tests per calendar year. The random drug tests shall be conducted as follows:

(a) The selection of the date on which employees are to be tested each year shall proceed as follows. The assigned permanent number of all bargaining unit members shall be placed in a container and the Chief shall blindly select 15% of the bargaining unit members. The officers selected shall be tested as described.

(b) In addition, all employees newly appointed to the position of Sergeant shall be subject to one test not based upon reasonable suspicion at a time during their first 12 months of employment determined by the Chief.

SECTION 31.6 Testing Procedures

The test procedures outlined in this Section shall conform with the NIDA Standards (National Institute on Drug Abuse) of the Federal Guidelines issued by the Department of Health and Human Services, Alcohol, Drug Abuse and Mental Health Administration as set forth in Title 48 of the C.F.R. effective 12-1-89. In the event there is any conflict between the procedures set forth in this Section and the NIDA Standards, the NIDA Standards shall control.

The Police Chief will ensure that the following procedures are established for the collection of urine and blood specimens and the testing of such specimens at a designated NIDA-certified laboratory;

(a) General Procedures.

(1) Employees covered by a collective bargaining agreement are entitled to Union representation; a Union representative shall accompany the employee to the collection site, provided such representative is available and that securing such representative does not delay the process for more than one (1) hour.

(2) Collection Sites. Collection services will be provided at a medical facility specified by the Police Chief

(3) Chain-of-Custody. In all cases, strict chain-of-custody procedures shall be followed.

(4) Scheduling.

(a) "For cause" collection of specimens for testing will not require an appointment, but the individual must be accompanied by a superior who will present identification. In most cases, the lab will be notified by phone of a collection request "on the way".

(b) If collection is done at an Emergency Room site, the City will notify the lab on the next business day. At the Hospital, the superior will present identification and notice that this is a lab client.

(5) Collection Procedure

(a) Client identity will be verified by driver's license or by a superior in the absence of a picture I.D. Verification will be done by the doctor or nurse.

(b) Drug history/drug disclosure form will be completed by the client, and reviewed by the doctor or nurse.

(c) Consent form will be signed by client and witnessed.

(d) The specimen will be obtained as follows:

At the lab site, the collection will be unwitnessed, the employee shall wash his or her hands thoroughly, including under and around the

fingernails; and shall be accompanied to the bathroom door. The employee will void in a bathroom with colored toilet water, taps shut off, and devoid of soap or other materials which would be used to adulterate the specimen.

At an Emergency Room site, if the specially-equipped bathroom is not available, the test will be witnessed. A doctor and/or nurse of the same gender will accompany the client to the bathroom and will be physically present when the specimen is produced.

- (e) Blood alcohol specimen will be obtained by a nurse. Blood alcohol specimen will be labeled with name, test date, time, and will be initialed by the nurse or doctor and the client.
- (f) Urine specimen will be sealed in full view of the client and the confidence seal placed over the top of the bottle.
- (g) The chain-of-custody process will be initiated, and specimens will be given an I.D. number. The specimen will be labeled with that number, as is the chain-of-custody form.
- (h) Copies of the chain-of-custody form will be sealed in a tamper- proof custody envelope with the specimen. The envelope will be locked up in a metal box or locked refrigerator.
- (i) "For cause" testing will also include a medical history and physical exam to gather an understanding of any physical conditions, known or unknown, of a client, as well as to provide a third party observation and assessment of the individual.
- (j) In connection with its testing program the lab shall engage the services of a medical review officer experienced in drug testing to design an appropriate questionnaire to be filled out by an employee being tested to

provide information of food or medicine or other substance eaten or taken by or administered to the employee which may affect the test results and to interview the employee in the event of positive test results to determine if there is any innocent explanation for the positive reading.

- (6) Regulatory Process is the NIDA-certified laboratory that will be utilized for all Drug/Alcohol screening processing. The laboratory shall apply the cutoff levels recognized by NIDA.

In addition, the laboratory shall:

- (a) Samples shall be retained of all positive specimens in accordance with NIDA standards.
- (b) Use for alcohol (ethyl) a blood alcohol content (BAC) level of .04 grams per 100 cubic centimeters.

7. Review of Drug Testing Results.

- (a) MRO Appointment. The City shall designate or appoint a Medical Review Officer (MRO). The MRO must be a licensed physician with knowledge of drug abuse disorders.
- (b) MRO Duties. The MRO shall perform the following functions:
 - (1) Review the results of drug testing before they are reported to the city.
 - (2) Review and interpret each confirmed positive test result from employees as follows, to determine if there is an alternative medical explanation for the confirmed positive test result:
 - (i) Conduct a medical interview with the individual tested.
 - (ii) Review the individual's medical history and any relevant biomedical factors.

- (iii) Review all medical records made available by the individual tested to determine if a confirmed positive test resulted from legally prescribed medication.
 - (iv) If necessary, require that the original specimen be re-analyzed to determine the accuracy of the reported test result.
- (3) Determine whether and when an employee did not pass a drug test administered under procedures provided in this order may be returned to duty.
- (4) If requested, assist in determining a schedule of unannounced testing, in consultation with the City, for an employee who has returned to duty.
- (5) Ensure that an employee has been drug tested in accordance with the procedure provided in this Policy before the employee returns to duty.
- (c) *(c) MRO Determinations*

The following rules govern MRO determinations:

- (1) If the MRO determines, after appropriate review, that there is a legitimate medical explanation for the confirmed, positive test result other than the unauthorized use of a prohibited drug, the MRO is not required to take further action.
- (2) If the MRO determines, after appropriate review, that there is no legitimate medical explanation for the confirmed positive test result other than the illegal or unauthorized use of a drug, the MRO shall refer the

individual tested to an employee assistance program, and to the Police Chief for further proceedings.

- (3) Based on a review of laboratory inspection reports, quality assurance and quality control data, and other drug test results, the MRO may conclude that a particular drug test result is scientifically insufficient for further action.

(b) Independent Testing

When an employee has been tested pursuant to the rules established herein and there are confirmed positive results, the employee may request that a portion of the original specimen be submitted for an independent test. The employee shall be notified of his/her right to do so and request and complete the independent test within ten (10) days of notice. The independent test shall be at the employee's expense, shall use equivalent testing and chain-of custody process required by this Section (i.e., NIDA- certified lab and NIDA chain-of-custody procedures). If such independent test yields a negative test result, a portion of the original specimen shall be submitted to a different NIDA certified lab for a third test following the same chain-of-custody procedure required by this Section. The third test result shall determine whether the test is positive. The City shall bear the costs of any third test.

(c) Confidentiality of Test Results

The results of drug and alcohol tests will be disclosed to the person tested, the Police Chief and such other officials as may be designated by the Police Chief on a need- to-know basis consistent with the other provisions of this Agreement, including treatment needs, diagnosis, use of Employee Assistance Program and investigation of disciplinary action. To the extent permitted by law, test results will be disclosed to the designated representative of the Union upon request so that it can meet its representation and administrative responsibilities as the exclusive bargaining agent, if the employee refuses to give copies to the Union. Test results will not be disclosed externally except where the person tested consents or disclosure is permitted by law.

Any member whose drug/alcohol screen is confirmed positive, shall have an opportunity at the appropriate stage of the disciplinary process to refute said results. A breach of confidentiality shall be considered a serious act of misconduct and the Union may grieve and remedy violations through the grievance procedure. Nothing in this provision shall be construed as waiving the Union's statutory right to collective bargaining or the administration of grievances. The foregoing shall not be construed to limit the City's ability to compile and distribute generalized reports summarizing the results of data gathered from the administration of tests authorized by this agreement.

SECTION 31.7 Voluntary Request For Assistance and Employee Assistance Program

There shall be established an Employee Assistance Program (EAP) whose functions shall be to aid in resolving employee drug and alcohol problems, providing counseling and assistance to employees who self-refer or treatment or whose drug test results are positive, and monitoring employee progress through treatment and rehabilitation.

Employees are encouraged to voluntarily seek treatment, counseling and/or other support and assistance for an alcohol or drug related problem. There shall be no adverse employment action taken against an employee who voluntarily seeks assistance solely for having done so, provided however if an employee tests positive under §31.4 or §31.5 of this agreement disciplinary action shall be administered as provided under §31.9. When voluntary assistance is requested under this Policy, the employee may use the City's Employee Assistance Program to obtain referrals. Treatment, counseling and other support and all such requests shall be treated as confidential.

Records relating to an employee's request for assistance or participation in or documents related to such referral that come into the City's possession shall not be disclosed to parties outside the City after the employee is separated from the City without the employee's consent unless required to do so by law or in defense of a legal action initiated by the employee.

SECTION 31.8 Specific Responsibilities

Without limiting the Chiefs general management authority, specific orders to submit to a drug test shall be conducted according to the following procedures:

- (a) The Police Chief or his/her designee will:
 - (1) Identify those employees where a drug/alcohol screen is required.
 - (2) When necessary, initiate a preliminary investigation to determine the validity of a member's admission that he/she is presently taking lawful drugs.
 - (a) If the preliminary investigation reveals that the drugs have been legally prescribed and are being properly consumed according to prescription directions, no further investigation will ensue.
 - (b) In all other instances, a formal disciplinary action will ensue when the test results disclose positive indicators and/or evidence of drug/alcohol usage by the member.

(b) The Police Chief or his designee shall notify employees in writing of the date and time of a drug/alcohol screen. Employees so notified shall be allowed a reasonable time not to exceed one hour to consult with a Union representative or counsel prior to administration of the screen and at the time of any questioning.

- (c) The employee subject to a drug/alcohol screen will:
 - (1) Report on a date and time determined by the Department.
 - (2) Furnish documentation relating to the use of any prescribed drugs, i.e., prescription bottle with prescription number, prescribing physician's statements etc.
 - (3) Answer all pre-medical examination questions including the use of any/all prescribed drugs and the name(s) of any prescribed drugs and the name(s) of any prescribing physicians.
 - (4) Cooperate in the completion of all phases of the drug/alcohol screen in accordance with the instructions of the examining physician or his/her designee.
 - (5) Have in his/her possession his/her departmental identification card.

(d) Any employee who is taking legal medication that could affect perception, judgment, memory, coordination or other necessary ability to perform one's duties shall report, in writing, such fact and the nature of the illness or condition requiring the medication to the Chief or his designee. Such information will be treated on a confidential basis.

SECTION 31.9 Disciplinary Actions For Violation Of Policy

(a) Disciplinary Action For Confirmed Positive Test Results For Alcohol Or Legal Drugs

(1) First Positive

The first confirmed positive test result subject to the employee accepting the herein specified conditions, shall be cause for a disciplinary suspension for a period at the Chief's discretion from seven (7) to thirty (30) calendar work days, which penalty shall not be subject to the grievance procedure or appeal to Fire and Police Commission. As a condition for the reduced penalty of suspension, the employee must agree to the following conditions: (1) the employee shall be mandatorily referred to the City's Employee Assistance Program for evaluation, diagnosis and development of a treatment plan consistent with generally accepted standards; and (2) the employee shall be required to cooperate in the treatment plan, undergo unannounced periodic random drug and/or alcohol screening, for a period of up to 12 months, successfully complete the prescribed treatment, remain free of drug and alcohol use, and sign an agreement consenting to said conditions. Failure of the employee to accept or comply with these conditions of continued employment shall be cause for discharge and the penalty shall not be subject to the grievance procedure.

(2) Second Positive — During Treatment

If an employee has a first confirmed positive test under the previous Paragraph A and enters a treatment program, and thereafter the employee has a subsequent confirmed positive test result obtained during the first six months of the period while the employee is in treatment, as a result of unannounced periodic or reasonable suspicion drug and/or alcohol screening, the employee shall receive a minimum suspension of 30 work days and shall be required to continue in treatment and comply with the other conditions of treatment (including an additional 12 month period of periodic unannounced or random drug or alcohol screening) set forth in the preceding paragraph, which penalty shall be final and binding on the

Union and the employee and shall not be subject to the grievance procedure or appeal to the Fire and Police Commission. Any confirmed positive test thereafter, either periodic, unannounced or reasonable suspicion, shall result in the employee's discharge, which shall be final and binding on the Union and the employee and the penalty shall not be subject to the grievance procedure of the collective bargaining agreement.

(3) Second Positive — Not During Treatment

An employee who has a first confirmed positive test under Paragraph A of this Section 31.9(a) and who has a second confirmed positive test while not in treatment shall be discharged, which discharge shall be final and binding on the Union and the employee and the penalty shall not be subject to the grievance procedure of the collective bargaining agreement or appeal to the Board of Fire and Police Commissioners.

(b) Employment Status

There is no requirement on the part of the City to keep an employee on active employment status who is receiving treatment under this Section if it is appropriately determined (re-determination by an independent physician and/or appropriately certified medical and/or psychological professional) 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 and safety of others. Such employee shall be afforded the opportunity to use accumulated sick leave or take an unpaid leave pending treatment.

(c) Disciplinary Action For Test Results For the Use of Illegal Drugs

Employees who test positive for the use of illegal drugs or who otherwise violate the prohibitions of Section 31.3 relating to such drugs shall be subject to discharge or other discipline in accordance with Article VII of this Agreement.

In accordance with §15 (b) and (c) of the IPLRA, 5 ILCS 315/15(b)(c), in the event of any conflict between this procedure and any City ordinance or Fire and Police Commission rule, the provisions of this agreement shall take precedence.

(d) Disciplinary Action For Refusal To Submit To Testing

An employee who refuses to comply with an order to submit to drug or alcohol test (random or reasonable suspicion) shall be subject to discharge for insubordination, but such penalty may be avoided, if after a period of reconsideration which shall not exceed one hour from the time of the order to take the test, the employee agrees to comply with the order and to submit to the test.

The foregoing option shall apply on the first instance of refusal. Any employee who refuses to comply with such an order on a second occasion shall be discharged and the penalty shall not be subject to the grievance procedure or appeal to the Board of Fire and Police Commissioners.

(e) No Limitation As To Related Misconduct

This Article shall in no way limit discipline for other offenses arising out of, related to or aggravated by alcohol or drug abuse, including but not limited to discipline or discharge because the employee's condition is such that he is unable to properly perform his duties due to the effects of drugs or alcohol, nor shall it limit the discipline to be imposed for selling, purchasing or delivering any illegal drug during the work day or while off duty or for using any illegal drug while on duty. In cases of misconduct arising out of, related to, or aggravated by alcohol or drug abuse, the discipline imposed shall be based upon the extent or severity, and/or consequences of the misconduct (including whether such misconduct is a violation of public law) or inability to perform (including the risk of damage to public or Police Department life, limb or property).

ARTICLE XXXII

PROMOTIONAL PROCESS

SECTION 32.1 Contractual Agreement

Except as may be specifically provided in this Agreement, the procedures for promotions shall be in accordance with the promotional rules adopted by the Board of Fire and Police Commissioners and in effect as of the effective date of this Agreement, as amended. 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

Lieutenant and any other rank hereafter created by the City which would be covered by this bargaining unit and which constitute mandatory subjects of bargaining.

The City shall not be required to negotiate with the Union concerning procedures for promotions to the rank of Police Sergeant.

SECTION 32.2 Police Lieutenant

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.

SECTION 32.3 Police Captain

The City has no obligation to fill through promotion or assignment any Captain vacancies that may occur on or after January 1, 2020. The parties agree that the rank of Captain will be eliminated through attrition as current Captains retire, resign or are terminated on or after January 1, 2020.

SECTION 32.4 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 under the following circumstances:

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.

SECTION 32.5 Conflict with Rules of Fire and Police Board

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

SECTION 32.6 Police Sergeant

The Union acknowledges that the procedures for promotions to the rank of Police Sergeant may be a mandatory subject of bargaining between the City and the Union. Nevertheless, the Union hereby waives any right it may have to negotiate with the City concerning the procedures for promotion to the rank of Police Sergeant and covenants with the City that it shall not commence any action or proceeding against the City seeking to compel such negotiations or to be made whole in the event the City fails or refuses to bargain with the Union over said subject or if the City elects to negotiate over said subject with the bargaining representative of Joliet police officers below the rank of Police Sergeant.

SECTION 32.7 Deputy Chief

The Union agrees that the rank and position of Deputy Chief shall hereafter remain an exempt position appointed by the City Manager. The Union further agrees not to seek the elimination of the rank of Deputy Chief or the inclusion of the position within a Union.

The City and the Union agree that vacancies in the position of Deputy Chief will be filled from persons holding the rank of Sergeant, Lieutenant or any intervening rank/position created in-between a Lieutenant and Police Chief within the Joliet Police Department. Any intervening rank shall be filled from a person holding the rank of Sergeant or Lieutenant.

IN WITNESS WHEREOF, THE CITY OF JOLIET AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL-JOLIET POLICE SUPERVISORS ASSOCIATION HAVE SET THEIR RESPECTIVE HANDS AND SEALS ON THE DATE HEREIN BELOW SET FORTH.

**CITY OF JOLIET,
a municipal corporation**

**ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL - JOLIET POLICE
SUPERVISORS ASSOCIATION**

BY: 

BY:  FOPSA

ATTEST: 

SIDE LETTER OF AGREEMENT

The City of Joliet and the Fraternal Order of Police Labor Council agree that any bargaining unit Sergeants and Lieutenants who were employed by the City on January 1, 2023, will receive retroactive pay dating back to January 1, 2021, based on the following pay charts for all hours compensated during a time period when they were Police Sergeants and/or Lieutenants with 18 or more years of City employment.

2021 Wages

<i>POSITION</i>	<i>Step A ≥ 18 years</i>	<i>Step B ≥ 18 years</i>
Police Lieutenant	\$139,133.43	\$145,574.02
Police Sergeant	\$126,561.25	\$132,696.96

2022 Wages

<i>POSITION</i>	<i>Step A ≥ 18 years</i>	<i>Step B ≥ 18 years</i>
Police Lieutenant	\$141,916.49	\$148,485.83
Police Sergeant	\$129,092.99	\$135,351.27

2021 Holiday Stipend

<i>POSITION</i>	<i>Step A ≥ 18 years</i>	<i>Step B ≥ 18 years</i>
Police Lieutenant	\$5,507.41	\$5,763.88
Police Sergeant	\$5,009.92	\$5,251.97

2022 Holiday Stipend

<i>POSITION</i>	<i>Step A ≥ 18 years</i>	<i>Step B ≥ 18 years</i>
Police Lieutenant	\$5,617.62	\$5,879.24
Police Sergeant	\$5,110.86	\$5,357.03

APPENDIX 1

**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 _____

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 _____

APPENDIX 2

AGREEMENT 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

Steven Bierig

Margo Newman

Robert Perkovich

Thomas F. Gibbons

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 this Agreement.

Appendix 3

ARTICLE XVII

HOLIDAYS

SECTION 17.1 Holidays Recognized. For the purpose of this Agreement, the City shall recognize the following holidays:

New Year's Day
Martin Luther King Jr. Birthday
Presidents Day
Good Friday
Decoration Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
General Election Day (Members of Ill. House of Rep.)
Christmas Day

SECTION 17.2 Holidays Falling on an Employee's Scheduled Day of Rest or During Vacation. In the event that any holiday recognized by the City in this Agreement shall fall on an employee's scheduled day of rest or: during his vacation, the employee shall be entitled to an additional day off.

SECTION 17.3 Holiday Pay.

Members who work on a holiday shall be paid at their daily rate, plus their hourly holiday rate for all time worked. An employee shall be allowed the option of receiving compensatory time in lieu of the holiday pay. Any time worked over eight (8) hours on a holiday shall be paid at the rate of two and a half times an employee's hourly holiday rate.

SECTION 17.4 Holiday Time Off.

An employee working a holiday may be released from duty by the Chief or his designated representative, and such employee shall be paid the daily rate for the holiday. This provision is subject to manpower needs as determined by the City.

APPENDIX 4 **12 Hours Shifts**

This is an agreement amending the contract between the City of Joliet Police Department, the Fraternal Order of Police Supervisors Association (FOPSA), creating, 12-hour work-day shifts for 24/7 employees, specifically Lieutenants and Sergeants of the Operations Division.

All other Supervisors not currently assigned to a Patrol Shift will remain unaffected by this Memorandum.

The following issues are understood by both parties as follows:

- Patrol Division Supervisors shall operate under a 12-hour work-day schedule.
- The 12-hour shift rotates days-off on a two week cycle, 3 days on, 2 days off, 2 days on, 3 days off, 2 days on, 2 days off, and then repeats itself.
- Days worked the first week are days off the second week of this schedule.
- On a 12-hour shift, members would work 84 hours in a 2-week period; or 7 work days every two weeks; 14 work days in a 4-week period.
- On the 12-hour shift members will work an extra 104 hours over their required schedule. 8.6 12-hour days (8-12 hour days, and 8 hours) is owed back to each member on this shift, this will be known as duty reduction time. It is agreed that each will schedule these extra days during their vacation draw. Each shift, days "A" and "B" and nights "A" and "B" will draw their vacations off of their respective shifts. No more than 2 Sergeants and 1 Lieutenants may be off on vacation or duty reduction days at a time.
- Minimum staffing will be 3 Sergeants and 1 Lieutenant for the day shift and four Sergeants and 1 Lieutenant for the nightshift.
- A workday will be considered 12 hours. Anytime worked past 12 hours in a 24 hour period will be compensated at 1 1/4 times the regular hourly rate of pay.
- Patrol Division Supervisors using accrued time (Compensatory, Vacation, Sick, and Personal) during the trial will be assessed 12 hours. All leave and suspension time will be accrued or deducted in hours, not days. The only exception will be funeral leave which will remain in days not hours.
- Management leave days for Supervisors working the 12 hour shift will be reduced from 7 days to 4 days.
- Any training at the Joliet Police Department or within an hour's drive time of Joliet will report back to the Watch Commander upon his/her return for assignment. Any training outside of the hour's drive time will be considered drive time and will not have to report back to work.
- Regular Bi-Weekly payroll, the salary schedule, stipends and other compensation are not affected by this memorandum.

- Both parties understand that some unforeseen issues, occurrences, and or oversights may develop from time to time. Both parties agree to meet and discuss these in a timely and reasonable manner if and when they occur.
- Both parties can terminate this Appendix with 30 day advance written notice to the other and revert back to the previous schedule, assignments, and rotations.

2,186 hours/12 hours =182 work days

182-365= 183 days off

183 days off + 8.75 Duty Reduction Days = 191.75 days off per year

APPENDIX 5

<u>SUMMARY OF KEY HEALTH INSURANCE BENEFITS FOR ACTIVE FULL-TIME EMPLOYEES</u>	
<u>General Provisions</u>	
<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

<u>Hospital Benefits</u>	
<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
<u>Physician Benefits</u>	
<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
<i>Home Delivery Prescription Drug Program (90-day supply)</i>	
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

APPENDIX B

SUMMARY OF HEALTH INSURANCE BENEFITS FOR SEPARATING FULL-TIME EMPLOYEES

<u>General Provisions</u>	
<u>Item</u>	<u>Benefit</u>
Lifetime Maximum for all Benefits	\$3,000,000
Premium	\$0-\$59.10 for the separating employee based on years of service, \$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) Participating Provider Non-Participating	\$3,000 per benefit period \$9,000 per benefit period

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

Prescription Drug Program Benefits

<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

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PACKAGE PROPOSAL

MTA Package Proposal: Intended to be accepted as a package without modification.

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- 1) Each bargaining unit employee since 1/1/21 (who were still employed with the City on 1/1/23) will be subject to a new 18-year salary step fully retroactive back to 1/1/21, which will constitute a 3% increase over the individual's prior salary before achieving his/her 18-year anniversary.
- 2) Three year duration (2023-25) with the following general across-the-board wage increase (also applied to holiday pay):
 - 1/1/23: 2.49% (full retro on all hours compensated)
 - 1/1/24: 2.00%
 - 1/1/25: 3.25%
- 3) Modify **Section 2.2. Non-Discrimination** by adding the following sentence at the end of the section: "While grievances may be filed under this Section, they cannot be appealed to arbitration."
- 4) Replace **Article XIII** with the following sentence: "The City will comply with all applicable federal and state federal military leave laws."
- 5) Modify **Section 22.1, Emergency Leave** to read as follows: "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 may request to be relieved from ~~will be allowed to leave~~ his duty while the emergency exists, which request will not be unreasonably denied.
- 6) Clarify **Section 32.7, Deputy Chief** that Deputy Chiefs can also be filled by any intervening ranks/positions created in-between Lieutenants and the Chief.
- 7) Increase Union job rate charged to third parties from \$6 per hour to \$10 per hour (language to be negotiated)
- 8) Elimination of all references to "Captain" in the CBA (subject to review by attorneys).
- 9) Agreement that if the City Council adds a new holiday to the total number of holidays enjoyed by the City workforce, the FOPSU will also receive that additional holiday as part of their annual holiday stipend.

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- 10) Beginning 1/1/25, **Section 11.2, Progression Through Steps**, will be modified to provide that a Step A Sergeant will be reclassified as a Step B Sergeant after the completion of his/her third year of service as a Step A Sergeant. Section 11.2 is further modified to provide that beginning 1/1/25, a Step A Lieutenant will be reclassified as a Step B Lieutenant after the completion of his/her first year of service as a Step A Lieutenant.
- 11) Parties withdraw all prior proposals.
- 12) The parties' attorneys will negotiate the modification of the standing arbitration panel for Appendix 2.

- 13) The parties reserve the right to bargain over the proper methodology for calculating duty and bi-weekly pay rates in Section 11.5 of the CBA.
- 14) Adjust Section 11.1 (d) Payroll to reflect new years of CBA (2023, 2023, 2024, 2025)

SIDE LETTER OF AGREEMENT

The Joliet Police Supervisors Association (“FOPSU”) and the City of Joliet (“City”), hereby enter into this Side Letter of Agreement for purposes of clarifying the proper method for calculating overtime pursuant to Section 11.5 of the parties’ collective bargaining agreement (“CBA”):

WHEREAS, during their successor contract negotiations the parties identified a potential ambiguity between the plain language of Section 11.5 of the parties’ CBA and how the City currently calculates overtime for bargaining unit personnel; and

WHEREAS, the parties agreed as part of their tentative agreements that each party reserved “the right to continue bargaining over the proper methodology for calculating daily and bi-monthly pay rates in Section 11.5” of the CBA; and

WHEREAS, City Finance Director Kevin Sing and Union President Matthew Breen subsequently met and agreed upon a way to resolve the aforementioned ambiguity between the City’s current practices and Section 11.5 of the CBA; and

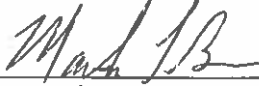
WHEREAS, the parties now wish to memorialize their agreement by modifying Section 11.5 of their 2023-2025 CBA; and

WHEREFORE, the parties now agree as follows:

1. For the duration of the parties’ 2023-2025 CBA, Section 11.5 will be modified as follows:
 - Section 11.5(a) (entitled “Daily Rate”) will be deleted and no longer included in the parties’ CBA;
 - Section 11.5(b) (entitled “Regular Bi-Weekly Pay”) will be reworded as follows: “The regular bi-weekly pay is monetary compensation for regularly scheduled work performed, or for time off work and approved, paid leave of absence, and shall be: the annual base salary + annual longevity pay + annual educational incentive pay divided by 26 pay periods.”

2. This Side Letter will be attached to the parties' 2023-2025 CBA and treated as a part of that CBA. By extension, this Side Letter's duration will coincide with the duration of the 2023-2025 CBA, including any extensions thereof as described in Section 28.4 of the CBA.

For the FOPSU:



By: Matthew Breen

Date

1/3/24

For the City:



By: Beth Beatty

City Manager

1.2.2024

Date