

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**METROPOLITAN ALLIANCE OF POLICE,  
TRI-COM CENTRAL DISPATCH CHAPTER #531**

**AND**

**TRI-COM CENTRAL DISPATCH CENTER**

**MAY 1, 2021 - APRIL 30, 2024**

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## **PREAMBLE**

This Agreement is made and entered into by and between the Tri-Com Central Dispatch (hereinafter referred to as “Tri-Com”) and the Metropolitan Alliance of Police, Tri-Com Central Dispatch Chapter #531 (hereinafter collectively referred to as the “Union”).

It is the intent and purpose of this Agreement to set forth the parties’ entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of Tri-Com; to encourage and improve efficiency and productivity; to maintain the highest standards of personal and professional integrity and conduct at all times; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

NOW, THEREFORE, the parties agree as follows:

## **ARTICLE I** **RECOGNITION**

### **Section 1.01 Recognition.**

Tri-Com recognizes the Union as the sole and exclusive bargaining representative with respect to all matters relating to wages, hours and other terms and conditions of employment as certified on June 23, 2009, pursuant to Illinois Labor Relations Board case number S-RC-09-137 for all full-time and probationary employees of Tri-Com Central Dispatch in the following titles or positions: Telecommunicator; CAD System Administrator; and Shift Supervisor, and excluding all other employees of Tri-Com Central Dispatch.

All persons covered by this Agreement, as certified by the Illinois State Labor Relations Board, shall herein after be referred to as “employees”, “employee”, “members”, "member" or “bargaining unit.”

### **Section 1.02 Union’s Exclusive Bargaining Rights.**

Unless otherwise specifically provided herein, Tri-Com agrees not to negotiate over any mandatory subject of bargaining with any employee individually, any group of employees, or employees’ organization other than the Union provided, however, that nothing in this Section shall limit Tri-Com’s authority to negotiate with employees who are not covered by this Agreement.

### **Section 1.03 Definitions.**

For purposes of calculating the hourly rate of pay under this Agreement, a full-time “employee” shall be defined as a bargaining unit employee who is regularly scheduled to work eighty (80) hours per two-week pay period.

### **Section 1.04 Gender of Words.**

The masculine gender as used herein shall be deemed to include the feminine gender, unless the feminine gender is clearly inappropriate in the context of the provisions(s) concerned.

**Section 1.05 Chapter Officers.**

For purpose of this Agreement, the term “Chapter Officers” shall refer to the Tri-Com employees who are the Chapter’s duly elected president, vice-president and stewards.

**ARTICLE II  
NONDISCRIMINATION**

Neither Tri-Com nor the Union shall discriminate against employees because of membership or non-membership in the Union; because of participation or nonparticipation in Union activities, because of their race, sex, sexual orientation, national origin, religion, physical or mental disability, the perception of mental disability, age, marital status, veteran status, political affiliation or any other basis prohibited by applicable federal, state or local fair employment laws or regulations. Any claimed violation of this provision may be grieved through step two of the grievance procedure. The claimed violation is not be subject to arbitration but shall instead be subject to the enforcement in the applicable court, administrative agency, or other legal body. It is not a prerequisite for such legal action that a grievance be filed by the employee or employees.

**ARTICLE III  
MANAGEMENT RIGHTS**

It is understood and agreed that Tri-Com possesses the sole right and authority to operate and direct the employees of Tri-Com and its various departments in all respects, including, but not limited to, all rights and authority exercised by Tri-Com prior to the execution of this Agreement, except as specifically modified in this Agreement. These rights include, but are not limited to, the following: to determine the mission, organization, operation, and budget of Tri-Com and to plan, direct, and control all Tri-Com operations, and set policies, goals, objectives, and all standards of service offered to the public by Tri-Com; to plan, schedule, direct, control and determine all the operations and services of Tri-Com; to determine the places, means, methods and number of personnel needed to carry out Tri-Com’s mission; to manage, supervise, and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which operations are conducted; to determine whether goods or services are to be provided by employees covered by this Agreement or by other employees or nonemployees not covered by this Agreement; to move, close or liquidate its operations in whole or in part; to make, alter and enforce rules, regulations, orders and policies; to discipline, suspend and discharge employees; to change or eliminate existing methods, equipment or facilities; to lay off employees; to contract out for goods and services; and to evaluate performance and productivity and establish awards or sanctions for various levels of performance; to authorize promotions of employees and determine promotional procedures; to educate and train employees; and to take any and all actions that may be necessary to carry out the mission of the Employer declared by the Tri-Com Board of

Directors or the Executive Director, provided that no right enumerated herein shall be exercised or enforced in a manner contrary or inconsistent with the provisions of this Agreement.

In the event of a civil emergency, which may include but is not limited to riots, civil disorders, tornado conditions, floods, or other emergencies as may be declared by the Tri-Com Board, the Director or their designees, Tri-Com may take any and all actions as may be necessary to carry out the mission of Tri-Com, which actions may include the suspension of the provisions of this Agreement regarding shift time, callback procedures, scheduling and leave time, provided that wage rates and monetary benefits shall not be suspended and providing that all provisions of this Agreement shall be promptly reinstated once a civil emergency condition ceases to exist.

The exercise of the foregoing rights and powers by Tri-Com, and the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement. The exercise by Tri-Com of, or its waiver of, or its failure to exercise its full rights on any matter or occasion shall not be binding on Tri-Com and shall not be the subject or basis of any grievance.

#### **ARTICLE IV** **DUES CHECKOFF AND UNION RIGHTS**

##### **Section 4.01 M.A.P. President.**

Although generally, Union business shall not be conducted during working time, the M.A.P. Chapter #531 President, and/or his one designee, shall be allowed a reasonable period of time to devote to official business of the Union, such time off from normal duties to be obtained with the prior approval of the Director of Tri-Com or designee, subject to the operational and scheduling needs of Tri-Com, which approval shall not be unreasonably withheld, and such time shall be compensated by Tri-Com, however overtime shall not be paid to conduct union business.

##### **Section 4.02 Dues Checkoff.**

Upon receipt of proper written authorization from a Member, the Employer shall deduct each month's Union dues in the amount certified by the Union from the pay of all members covered by this Agreement who, in writing, authorize such deductions. Such money shall be submitted to the Metropolitan Alliance of Police within fifteen (15) days after the deductions have been made.

##### **Section 4.03 Bulletin Board and File Cabinet.**

Tri-Com shall provide the Union with a bulletin board, which shall be no larger than 24 inches by 30 inches, in a designated location which is accessible to bargaining unit members, upon which the Union may post notices. The items posted shall not be political, partisan or defamatory in nature. The Union will limit the posting of Union notices to such bulletin board. Notices posted in violation of this section shall be removed by Tri-Com.

Space permitting, Tri-Com shall allow the Chapter to maintain a locking file cabinet on Tri-Com premises for the Chapter's exclusive use, provided that Tri-Com shall have the right to require the

Chapter to open the file cabinet for inspection so that Tri-Com can verify that it contains only papers, tapes and other records pertaining to Chapter business.

**Section 4.04 Access to Premises by Union Representatives.**

Non-employee Union representatives may have access to Tri-Com property in order to help resolve a dispute or problem. In order to receive access, the Union representatives must provide reasonable advance notice to the Director or his designee and make reasonable arrangements to minimize any disruption of the work of employees or non-bargaining unit employees on duty. The representative may visit with employees during their non-work time if such visit does not unduly disturb the work of any employees or non-bargaining unit employees who may otherwise be working.

**Section 4.05 Union Representatives.**

A written list of the Chapter Officers and MAP Representatives shall be furnished to Tri-Com. The Chapter will notify Tri-Com promptly of any changes. If requested by an employee, a Union Representative or Union attorney shall represent a bargaining unit member in any grievance, provided that the Union shall provide Tri-Com with three (3) days advanced written notice in the event a Union attorney will be present.

**Section 4.06 Labor-Management Committee.**

The Union and Tri-Com agree that, in the interest of efficient management and harmonious employee relations, regular meetings be held. Meetings will be held six times a year, every other month beginning in January on the second Wednesday of the month. Changes to the dates and frequency of the meetings may be mutually agreed upon. Meeting minutes for the previous meeting and the agenda for the next meeting will be provided by management at least a week before the meeting. Such meetings, locations, and times, if mutually agreed upon, shall be limited to:

- (a) discussion on the implementation and general administration of this Agreement;
- (b) a sharing of general information of interest to the parties;
- (c) giving representatives an opportunity to express their views;
- (d) safety issues; and
- (e) notifying the Union of changes in conditions of employment contemplated by the Employer which may affect employees.
- (f) Any other topic mutually agreed upon in advance of the meeting.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management meetings" nor shall negotiations for the purpose of adding to or altering any of the terms of this Agreement be carried on at such meetings. Such meetings are intended to improve communications and are advisory only.

Meetings will include radio coverage time for up to two union board members, as needed. Other members of the union may attend to observe only, voluntarily and without pay. In the event an employee's attendance is requested by management, they will be compensated for their time, if not already scheduled.

**Section 4.07 Minutes of Tri-Com Operating Board.**

Upon request, Tri-Com shall supply the Chapter President with a non-redacted copy of the minutes of the Operating Board with any attachments, within five business days after the minutes are approved. The minutes provided to the Chapter President shall not include minutes from any closed meetings, as that term is defined in the Open Meetings Act, 5 ILCS 120/1 *et seq.*

**Section 4.08 Bargaining Unit Work.**

For the duration of this agreement, and on a non-precedential basis, Tri-Com agrees not to subcontract any bargaining unit work, including the use of part-time Telecommunicators unless the part time Telecommunicator was a recent full-time Tri-Com Employee, trained in all 3 disciplines and off of probation.

Should Tri-Com face a staffing crisis because of employee turnover, Tri-Com will first attempt to fill vacancies with bargaining unit employees using the normal hiring process. If Tri-Com cannot alleviate the staffing crisis through the normal hiring process, then Tri-Com shall have the right to subcontract on a temporary basis until it is able to hire full-time, bargaining unit employees. The Union shall have the right to grieve whether there is a staffing crisis, or whether Tri-Com is diligently pursuing the replacement of subcontractors with bargaining unit employees. If the Union prevails in such a grievance, the parties agree that the sole remedy for the violation will be that Tri-Com shall cease and desist from the continued use of sub-contractors.

The parties agree that this Section 4.08 shall not be considered the “status quo” in any future impasse resolution proceedings.

**ARTICLE V**  
**GRIEVANCE PROCEDURE**

**Section 5.01 Definition.**

For the purposes of this Agreement, a grievance is any claimed violation of the Agreement raised by an employee or the Chapter, in writing, against Tri-Com involving the meaning, interpretation or application of the provisions of this Agreement.

**Section 5.02 Procedure.**

Recognizing that grievances should be raised and settled promptly, a grievance must be raised by the affected employee and/or Chapter Representative within seven (7) calendar days after the occurrence of the event or within seven (7) calendar days of when the grievance could have been reasonably ascertained. Grievances involving the termination of employees shall be advanced directly to Arbitration.

STEP 1: The Chapter Representative and/or Grievant shall present the grievance in writing to the Tri-Com Director or designee, within seven (7) calendar days after the event that is the basis of the grievance, or seven (7) calendar days after the employee, through the use of reasonable diligence, should have had knowledge of the event that is the basis of the grievance.

STEP 2: The Chapter Representative and/or Grievant shall present the grievance in writing to the Tri-Com Board of Directors or designee, within seven (7) calendar days after denial of Step 1 of the grievance process, or failure to respond at Step 1.

The Tri-Com Board of Directors or designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) calendar days with the grievant and an authorized representative of the Union at a time mutually agreeable to the parties. The Tri-Com Board of Directors or designee shall provide a written answer to the Chapter Representative and the Grievant within seven (7) calendar days.

The Director or designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) calendar days with the grievant and an authorized representative of the Union at a time mutually agreeable to the parties. The Director or designee shall provide a written answer to the Chapter Representative and the Grievant within seven (7) calendar days of the discussion.

### **Section 5.03 Arbitration.**

If the grievance is not settled at Step 1 and the Union wishes to appeal the grievance, the Union may refer the grievance to arbitration, as described below, within fifteen (15) calendar days of receipt of the written response in Step One. The parties shall attempt to agree upon an arbitrator within fifteen (15) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said fifteen (15) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. The parties agree to limit the panel to members of the National Academy of Arbitrators, from the “metropolitan” (within 125 miles) area, with a principal business office in the State of Illinois, and with an industry specialization of “police or fire” if available. Each party retains the right to reject one panel in its entirety within seven (7) calendar days of its receipt and request that a new panel be submitted. The party requesting arbitration shall strike the first name. The parties shall select the arbitrator by alternately striking a name until one (1) name remains, who shall be the arbitrator. The party requesting arbitration shall strike the first name.

### **Section 5.04 Limitations on Authority of Arbitrator.**

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws. The arbitrator shall have no authority to make a decision on any issues not so submitted or raised. The award of the arbitrator shall be final and binding on Tri-Com, the Union, and the grievant(s), to the extent provided by the Illinois Public Labor Relations Act and/or the Illinois Uniform Arbitration Act.

### **Section 5.05 Right to Request.**

Tri-Com and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. Tri-Com and the Union retain the right to employ legal counsel.

**Section 5.06 Thirty Day Limit.**

The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

**Section 5.07 Multiple Grievances**

More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

**Section 5.08 Union Participation.**

Tri-Com acknowledges the right of the Union representative and/or Attorney to participate in the processing of a formal grievance at any level. In the event that a MAP attorney will be present for a grievance hearing, the Chapter agrees to provide three (3) days written notice to Tri-Com.

**Section 5.09 Fees and Expenses.**

The fees and expenses of the arbitrator and the cost of a written transcript shall be divided equally between Tri-Com and the Union. However, should only one party request a transcript, that party shall pay for the cost of the transcript; provided, however, that each party shall be responsible for compensating its own representatives and witnesses. If one party requests and is granted a postponement of a scheduled hearing, that party shall bear any fee charged by the arbitrator for the postponement.

**Section 5.10 Grievance Withdrawal or Settlement.**

A grievance may be withdrawn at any step without establishing a precedent. By mutual written agreement, a grievance may be settled at any step without establishing a precedent.

**Section 5.11 No Reprisals.**

No reprisals shall be taken by either Tri-Com or the Union against an employee because of the employee's participation or refusal to participate in a grievance.

**Section 5.12 Representation Time.**

A Member who is serving in a representative capacity during his scheduled working hours and who attends a meeting between the Union and Tri-Com for the purposes(s) of adjustments of grievances shall not suffer a loss in pay because of such attendance, provided that staffing levels permit.

**Section 5.13 Miscellaneous.**

No members of the bargaining unit shall have any authority to settle or respond on behalf of Tri-Com to a grievance as defined in Section 1. Moreover, no action, statement, settlement, or representation made by any member of the bargaining unit concerning the meaning, interpretation or application of any provision of the Agreement shall impose any obligation or duty or be considered as authorized or binding upon Tri-Com unless and until Tri-Com has agreed thereto in writing.

## **ARTICLE VI** **DISCIPLINE**

### **Section 6.01 Just Cause.**

A non-probationary employee covered by this Agreement shall not be disciplined or dismissed without just cause. Probationary employees may be disciplined or dismissed without just cause. Covered employees who are discharged shall be paid for all accrued but unused leave within two weeks of the termination date.

### **Section 6.02 Disciplinary Measures.**

Tri-Com agrees that disciplinary action shall generally be progressive in nature and intended as a corrective measure. Giving consideration to the severity of the infraction, disciplinary actions may include the following:

- Verbal Reprimand;
- Written Reprimand;
- Suspension;
- Discharge.

The Employer agrees to use its best efforts to follow the tenets of progressive discipline for probationary employees. However, nothing in this agreement shall be construed as limiting the Employer's right to summarily discharge or suspend an employee without warning for serious offenses. If Tri-Com has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Upon conclusion of an investigation and discipline is determined to be warranted, the employee will be issued the discipline within 15 calendar days, unless the employee is on an excused absence.

### **Section 6.03 Investigatory Interviews.**

Where Tri-Com desires to conduct an investigatory interview of an employee where the results of the interview might result in discipline, Tri-Com will permit the employee reasonable time to obtain the presence of a Union representative. The Union may designate a member other than a Representative to accompany the employee at the interview. All investigatory interviews shall be conducted in accordance with *Weingarten* rights.

### **Section 6.04 Notice of Disciplinary Action.**

Notice of disciplinary action, except for counseling, shall be in writing. Employees shall be permitted to write rebuttals to any disciplinary reprimands or suspensions they receive.

### **Section 6.05 Removal of Discipline.**

Verbal and written reprimands will not serve as the basis for additional progressive discipline if no further action has been taken on the matter within 12 months of the date of the reprimand. All expired discipline will be sealed and opened only by the Director or the Board of Directors.

### **Section 6.06 Personnel Files.**

The Employer agrees to comply with the provisions of the Illinois Personnel Record Review Act, 820 ILCS 40/1, *et. seq.*

**ARTICLE VII**  
**NO STRIKE – NO LOCKOUT**

**Section 7.01 No Strike.**

Neither the Union nor any officers, agents or employees covered by this Agreement shall instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, concerted stoppage of work, concerted mass absenteeism, or any other concerted interruption or disruption of the operations of Tri-Com, regardless of the reason for doing so. No employee covered by this Agreement shall refuse to cross any pick line, wherever established. Each employee who holds the position of a Union Chapter Officer occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In the event of a violation of this Section of this Article, the Union agrees to inform employees of their obligation under this Agreement and to direct them to return to work. This Section is not intended to limit the employees' right to strike after the expiration of this Agreement, as described in Section 17 of the Illinois Public Labor Relations Act.

**Section 7.02 No Lockout.**

Tri-Com will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union. This Section is not intended to limit the employer's right to lockout after the expiration of this Agreement, as described in Section 7 of the Illinois Public Labor Relations Act.

**Section 7.03 Discipline of Strikers.**

Any employee who violates the provision of Section 1 of this Article shall be subject to disciplinary action. Any disciplinary action taken by Tri-Com against any employee who participates in any action prohibited by Section 1 shall not be subject to the provisions of the grievance and arbitration procedure, except that the issue of whether an employee in fact engaged or participated in a prohibited action shall be subject to the grievance and arbitration procedure.

**Section 7.04 Judicial Restraint.**

Nothing contained herein shall preclude Tri-Com or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

**ARTICLE VIII**  
**SENIORITY, LAYOFF AND RECALL**

**Section 8.01 Seniority.**

Full-time seniority shall be based on the length of time from the last date of beginning continuous fulltime employment in any position covered by this Agreement, less adjustments for layoff or approved leaves of absence without pay (other than military leave) of thirty (30) days or more. If the length of time is equal, then the person who is listed higher on the eligibility list will be considered to have more seniority.

### **Section 8.02 Posting of Seniority List.**

One month prior to the date for the submission of vacation requests, Tri-Com will provide to the Union a seniority list showing the seniority of active full-time employees, which sets forth the names of part-time and full-time employees who are covered by this Agreement, in order of seniority as defined in Section 8.01 of this Agreement. Tri-Com shall not be responsible for any errors in the aforementioned seniority list (or any other seniority list posted at various times throughout the year), unless such errors are brought, in writing, to the attention of Tri-Com by employees and/or the Union within twenty-one (21) calendar days after the list(s) is posted. The failure to challenge a seniority list during this twenty-one (21) calendar day challenge period does not preclude the Union and/or employees from challenging future seniority lists. The time line for filing a grievance regarding an employee's seniority shall begin on the day that Tri-Com responds to an employee or Union's challenge.

### **Section 8.03 Termination of Seniority.**

Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) quits;
- (b) is discharged;
- (c) retires or is retired;
- (d) falsifies the reason for a leave of absence or is found to be working during a leave of absence, in a way that conflicts with stated reasons for leave (as defined by Sections 10.01, 10.02, 10.03, 10.04, 10.05, 10.08 and 10.09) without prior written approval of Tri-Com;
- (e) fails to report for work within seventy-two (72) hours after the conclusion of an authorized leave of absence (as defined by Sections 10.01, 10.02, 10.03, 10.04, 10.05, 10.08 and 10.09);
- (f) is laid off and fails to notify Tri-Com of his intent to return to work within fifteen (15) calendar days after receipt of notice of recall;
- (g) is laid off for a period in excess of two (2) years; or
- (h) is unreasonably absent for three (3) consecutive working days without notifying Tri-Com.

### **Section 8.04 Layoffs.**

In the event it becomes necessary to decrease the work force, the probationary employees shall be laid off first. Thereafter, employees with the least seniority in the affected job classification shall be laid off. The laid off employee(s) shall be entitled to bump the least senior employee in that classification whose job is in a lesser pay grade, provided that the senior employee has the ability to perform the work within that position. Except in an emergency, no layoff will occur without at least a thirty (30) day advance notice to the Union. Tri-Com agrees to consult with the Union, upon request, and afford the Union the opportunity within such thirty (30) day period to propose alternatives to the layoff. Employees who are laid off shall be placed on a lay-off and recall list.

### **Section 8.05 Effects of Layoff.**

Any employee who is laid off as a result of Tri-Com's decision to implement a layoff shall, in addition to the recall rights set forth above:

- (a) Be paid for any earned but unused vacation, personal days and holidays. In the event that a laid off employee is recalled, he regains any accumulated sick time that existed prior to the layoff.
- (b) Be permitted to remain in Tri-Com's group insurance program at the employee's cost for a period of time not to exceed eighteen (18) months from the effective date of layoff by paying in advance each month the full applicable monthly premium. This provision is not intended to diminish rights otherwise provided under COBRA or similar legislation.

**Section 8.06 Recall.**

Employees who are laid off shall be recalled in inverse order of layoff for the first vacancy for which they are qualified. Notice of recall shall be made by a certified, return receipt letter with the obligation and responsibility of the employee to provide the Director or Director's designee with such employee's current mailing address. Employees returning from layoff shall have their seniority rights restored and shall be reinstated at the pay rate of the position classification that corresponds to their seniority. Recall rights expire after an employee has been on layoff for a period of twenty-four (24) months. Laid off employees will be recalled for a vacancy in inverse order of seniority, provided that the recalled employee is "qualified" to fill the vacancy. As used in this provision, "qualified" means: the recalled employee is able to perform the duties of the vacant position with acceptable quality with no more training than an outside applicant needs to perform such duties with acceptable quality.

**Section 8.07 Probationary Period.**

All new employees and those hired after loss of seniority shall be considered probationary employees until they have completed a probationary period of fifteen (15) months of work. The Director of Tri-Com will have the sole discretion to decrease the length of probation. The Director's decision to decrease probation may not be grieved. Probationary employees shall be entitled to all rights, privileges and benefits provided for in this Agreement, except those limited specifically to non-probationary employees. During an employee's probationary period, the employee may be suspended, laid off or terminated without cause at the sole discretion of Tri-Com. Such probationary employee shall have no recourse to the grievance procedure to contest such a suspension, layoff or termination. Furthermore, there shall be no seniority among probationary employees. Upon successful completion of the probationary period, a full-time employee shall acquire seniority which shall be retroactive to his last date of hire with Tri-Com in a position covered by this Agreement.

**Section 8.08 Application of Seniority.**

In all cases of promotions, filling job vacancies and changes of status, all as hereafter defined, seniority shall govern when "qualifications" are equal. "Qualifications" as used in this Article is defined as the reasonable consideration of the factors of experience, work record (including attendance and disciplinary record), skill, ability, test scores and/or assessment centers when applicable, education, perception of the candidate's potential aptitude to perform the job duties of the new position, and such other factors as may be relevant at the time, such as but not limited to, the length of time the employee has been in the employee's current position and/or status as a full-time employee.

**Section 8.09 Creation of New Bargaining Unit Positions.**

“Promotion” as used herein, is solely defined as a move to a bargaining unit position having greater responsibility and pay than “Telecommunicator.” In the event Tri-Com establishes a bargaining unit position or positions carrying such greater responsibility and pay, Tri-Com will post all such positions it deems vacant for a minimum of fourteen (14) calendar days. Non-probationary employees desiring promotion to such positions shall apply for such positions in writing using forms provided by Tri-Com. If Tri-Com desires to fill the vacancy, the position shall be awarded based upon the needs of Tri-Com and the factors set forth in Section 8.08. Non-probationary employees as defined in Section 8.07 shall be given preference over outside applicants when qualifications are relatively equal. Promoted employees shall serve a probationary period of six (6) months in the new position. Such employees who are not successful in their new position in the opinion of Tri-Com will be returned to their former position and applicable placement on the wage scale for telecommunicators, commensurate with their seniority and, if necessary, the least senior employee in such former position may be laid off or terminated to make room for such returning employee having more seniority. The demoted employee will reselect vacation from the available days.

Tri-Com initially shall establish the pay rate for such new position and will promptly meet with the Union in effects bargaining solely about such pay rate.

**Section 8.10 Promotions.**

Promoted employees shall receive a pay increase which:

1. provides an increase in pay to the minimum salary of the new grade; or
2. five percent (5%), whichever is greater

**Section 8.11 Transfers.**

Tri-Com will post all Telecommunicator positions it deems vacant in the Center for a minimum of fourteen (14) calendar days. Applications for transfers to such vacant position shall be awarded based on the needs of Tri-Com and considerations of seniority, provided that no employee shall be awarded a position for which he/she is not trained or not qualified. Non-probationary Tri-Com employees will be given preference over outside applicants for such positions for which such employee is qualified. Positions will be posted and filled on the shift on which the vacancy exists. Thereafter, shift bidding may occur as provided in Section 15.05. “Qualified,” as used in this provision, includes considerations of experience, work record, skill and ability. If Tri-Com initiates the transfer of an employee to a different shift after the employee has selected vacation time, the employee may keep or reselect new vacation time from the available days.

After the vacant position is filled, the position vacated by the transferred employee shall not be subject to the posting requirements of this section. If Tri-Com elects to fill the vacancy, the employee hired will work in the position vacated by the transferring employee until the shift bidding process in Section 15.05 occurs.

This section shall not restrict Tri-Com’s ability to ensure that each shift is staffed with an adequate number of Supervisors and Telecommunicators in Charge.

**Section 8.12 Probationary Period for Promotions.**

Employees promoted to higher paid positions shall serve a probationary period of six (6) months in the new position. If the employee is not successful in the new position, in the opinion of Tri-Com, he/she will return to his/her former position and rate of pay.

**Section 8.13 Residency.**

There shall be no residency requirements for chapter members.

**ARTICLE IX**  
**SICK LEAVE**

**Section 9.01 Purpose.**

Sick leave with pay is provided by Tri-Com to protect, to the extent provided herein, eligible employees from loss of earnings if such employee is unable to work by reason of such employee's own non-work related injury, illness or pregnancy (including up to two (2) days for an employee whose spouse has given birth, unless certification from a physician states that additional time is necessary for the care of the employee's spouse) or, by reason of the injury or illness of immediate family members (as defined from Public Act 99-0841), and for employee and dependent medical or dental appointments. Employees should notify the duty Shift Supervisor/Telecommunicator in charge within four (4) hours of their start time, whenever practicable.

Employees shall schedule doctor's appointments on non-duty time. When such scheduling is not possible the employee shall make every attempt to schedule the doctor's appointment at the beginning or end of his/her work day to minimize disruption. The employee will be required to provide a doctor's note for each occurrence. Employees will notify the duty shift supervisor more than 5-days in advance of non-emergency employee or dependent medical or dental appointments. Overtime will not be mandated to cover employees requesting time off for a non-emergency employee or dependent medical or dental appointment when the employee provides less than 5-days notice.

In the event an employee has three (3) occurrences (consecutive unscheduled sick days shall be counted as one (1) occurrence) of unscheduled sick time in a rolling six (6) month period, the employee will be required to provide a doctor's note for any occurrence after the 3<sup>rd</sup>.

If upon investigation, any employee is found to have abused the intent of the sick leave benefit, he or she shall be subject to disciplinary action as outlined in Article VI.

**Section 9.02 Sick Leave Bank.**

Unused sick leave days shall accumulate at a rate of 3.6923 per pay period equivalent to eight (8) hours per month), except in the case of unpaid leaves of absence and while on unpaid Family Medical Leave. Unused sick leave shall be allowed to accrue into the sick leave bank for each full time employee. Sick leave may be used in increments of fifteen (15) minutes or more. Any use of sick leave which is less than one fifteen (15) minutes will be rounded down to the nearest quarter

hour. Employees who retire from Tri-Com after working for at least eight (8) years shall receive a lump-sum payout of up to 480 hours of sick leave, paid on the employee's last day of work. Additionally, retiring employees who are members of the Illinois Municipal Retirement Fund (IMRF), may add up to 480 hours of earned sick leave to their retirement date, in accordance with IMRF regulations.

**Section 9.03 Sick Leave Accrual.**

Sick leave may be accumulated from year to year with no maximum number of hours accrued.

**ARTICLE X  
LEAVES**

**Section 10.01 Funeral Leave.**

Each employee shall be granted three (3) paid shift days without loss of pay for use in the event of a death in the employee's immediate family (defined for purposes of this provision only as the employee's spouse or civil union partner, child (natural, adopted, foster or stepchild), sister, brother, parent (natural, step or legal guardian), mother in law, father in law, daughter in law, son in law, sister in law, brother in law, aunt, uncle, niece, nephew, grandparent or grandchild.

At the Director's sole discretion, the Director may grant time off with pay up to three (3) days upon satisfactory proof of special relationships and special circumstances covered or not covered above. Such leave shall be taken within a two (2) week period from the first day of leave taken for such purposes. Upon request, the Director may authorize additional time off with pay through the deduction from the employee's vacation time or other earned time off bank, or may grant time off without pay, all at the Director's sole discretion, based upon special circumstances or relationships covered or not covered above. The Director may require proof of relationships or special circumstances, and of attendance at a funeral or memorial event when applicable, as a condition for providing this benefit. The Director's decision to grant or deny funeral leave for special circumstances, and the Director's decision to authorize or deny additional time off, may not be grieved.

**Section 10.02 Military Leave.**

Military Leave and benefits shall be granted in accordance with applicable law. Employees must apply for such leave as soon practicable after they are aware of the need for such leave.

**Section 10.03 Jury Leave.**

Any covered employee called to serve on a jury on any day when he/she would have otherwise been scheduled to work shall receive his/her contractual pay. Given that employees will continue to be paid by Tri-Com, employees will be required to turn over any remuneration received for performing jury duty to Tri-Com.

**Section 10.04 Voluntary Unpaid Leave.**

Upon completion of one (1) year of continuous service an employee may request an unpaid leave of absence for a specified period of time. Such request shall be in writing, explain the reason(s)

for the request, and be submitted to the Director.

The Director may approve such requests for leaves of thirty (30) calendar days or less in length, but leaves requested for more than thirty (30) calendar days require approval of the Tri-Com Board.

Sick leave, vacation and holiday benefits will not accrue during unpaid leaves of absence. Seniority shall not accrue for unpaid leaves of absence in excess of thirty (30) calendar days.

Health care coverage during a voluntary unpaid leave will continue for 60 days. Payment for the employee portion of this coverage should be received in the Human Resources office no later than the first of each month during the leave of absence.

**Section 10.05 Disability Leave.**

Employees with one or more years of service credit as an IMRF Member may be eligible for disability benefits. Employees have the option to use all available sick and vacation time before receiving the disability benefit or receive the benefit at the time they become eligible. If the benefit begins prior to using all of the employee's sick leave and vacation leave, accrual of these benefits will cease. Any unused sick and/or vacation leave will remain a credit to the employee in accordance with the Tri-Com policy after the disability period is over.

**Section 10.06 Safety Day.**

Employees who serve twelve (12) consecutive months without being involved in a work related accident, from May 1 – April 30 of each year, shall be granted 4 hours of Safety Day time. For purposes of newly hired, transferred and promoted employees, proportionately earned Safety Day time will be converted to Safety Day time in accordance with the current policy. For purposes of this provision only, a work related accident is defined as an injury at work which requires professional medical attention and the loss of time at work, or an accident resulting in damage to Tri-Com owned or private property amounting to a value in excess of \$500, while at work.

**Section 10.07 Donated Leave.**

Tri-Com permits employees to donate earned leave directly to other employees experiencing medical emergencies. The "Donated Leave Time Program" enables employees to voluntarily donate a portion of their earned sick, vacation, holiday or personal leave time to Tri-Com employees who have exhausted their own earned leave time (sick leave, compensatory time, personal days, holiday and vacation) and who are suffering from a catastrophic health condition or injury which is expected to require a prolonged absence from work; or in the event of a spouse or child (natural, step, or adopted) suffering a catastrophic illness or injury and certified by a physician. The determination to grant or deny such leave is at the sole discretion of the Director. The Director's decision to grant or deny donated leave may not be grieved.

Eligibility

Recipient:

An employee shall be eligible to receive donated sick, vacation, or personal leave time from other eligible Tri-Com employees provided they meet the following criteria and requirements:

1. Medical verification from a physician or other licensed health care provider describing the nature, severity, and the anticipated duration of the disability.
2. Exhaustion of all earned leave time including personal days, compensatory time, sick leave, holiday and vacation leave.
3. Authorized receipt of not less than eight (8) hours from one (1) or more qualified leave donors.
4. Employees may receive up to 160 hours of donated leave for each condition, if for spouse or child, or up to 240 hours if the condition is for the employee.

Donor:

An employee shall be eligible to donate sick, vacation, holiday or personal leave time to other eligible Tri-Com employees provided they must meet the following criteria and requirements:

1. Employment with Tri-Com of at least one (1) year of continuous service.
2. An irrevocable donation of not more than eighty (80) hours, or less than eight (8) hours to any one (1) recipient may be donated within a period of one (1) year, provided that the donor shall retain a remaining balance of not less than eighty (80) sick hours.
3. Donated time must be in increments of eight (8) hours.
4. Certification that no solicitation and/or acceptance of any money, credit, gift, gratuity, object of value or compensation of any kind has been provided, directly or indirectly, to the donor.

#### **Section 10.08 School Visitation Rights Act.**

In accordance with 820 ILCS 147, Public Act 87-1240, the School Visitation Rights Act, Tri-Com will allow eligible employees unpaid leave of up to a total of eight (8) hours during any school year, no more than four (4) hours of which may be taken on any given day, to attend school conferences or classroom activities related to the employee's child if the conference or classroom activities cannot be scheduled during non-work hours. No unpaid leave in accordance with this Act may be taken unless the employee has exhausted all vacation leave, personal leave and/or compensatory leave. Sick leave and disability leave may not be applied to school visitation leave as described under this act. Upon completion of school visitation rights by a parent or guardian, the school administrator shall provide the parent or guardian documentation of the school visitation. The parent or guardian shall submit such verification to Tri-Com. Failure of a parent or guardian to submit the verification statement from the school to Tri-Com within two (2) working days of the school visitation will subject the employee to the disciplinary procedures as outlined in this manual for excused absences from work.

**Section 10.09 FMLA Leave.**

Tri-Com’s current policy regarding FMLA shall not be changed without bargaining with the Chapter. Tri-Com is permitted to change its policy to comply with the law.

**Section 10.10 Non-Employment Elsewhere.**

A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment.

**ARTICLE XI**  
**VACATION**

**Section 11.01 Accrual.**

Covered Tri-Com employees are eligible for paid vacation time. Vacation time for full-time employees is earned on the employee’s anniversary date and is based on completed years of continuous service as follows:

After 1 year of employment	10 working days
After 2 years of employment	11 working days
After 4 years of employment	12 working days
After 6 years of employment	15 working days
After 10 years of employment	16 working days
After 11 years of employment	17 working days
After 12 years of employment	18 working days
After 13 years of employment	19 working days
After 14 years of employment	20 working days
After 17 years of employment	21 working days
After 20 years of employment	23 working days
After 23 years of employment	24 working days
After 24 years of employment	25 working days

Vacation time must be used during the 12-month period following the date on which it was earned unless the covered employee has been unable to utilize the vacation time due to shortage of manpower.

**Section 11.02 Vacation Scheduling.**

1. For the purposes of scheduling vacation picks, the following procedure shall be utilized:
  - a) Beginning October 1, Supervisors and Telecommunicators may request Vacation, Holiday, Personal, Compensatory or Safety time off for the following year.
  - b) Prior to the beginning of vacation picks, each employee will be issued a paid time off (PTO) balance sheet. This balance sheet will be issued on or about September 15. Employees understand this balance sheet will not reflect any time they use between the date the sheet was generated and the end of the year. Claims of any discrepancies as well as signing and returning the form are to be completed by September 30.

- c) There shall be four rounds of vacation picks, all in order of seniority, with the most senior Telecommunicator picking first.
  - 1. In the first round, each employee with fifteen (15) or more years of service at Tri-Com may pick up to fifteen (15) vacation days; each employee who has been released from training and who has fourteen (14) or less years of service at Tri-Com may pick up to ten (10) vacation days.
  - 2. In the second round, all employees (including those still in training) may schedule any remaining vacation days.
  - 3. In the third round, all employees (including those still in training) may schedule up to ten (10) days using any PTO .
  - 4. In the fourth round, all employees (including those still in training) may schedule any remaining PTO.
- d) Employees may only schedule accrued PTO, in any round, with the exception of vacation and personal time. Vacation and personal time may be scheduled when not accrued only on or after employee's anniversary date.
- e) Vacation picks shall be for a minimum of eight (8) hours, no partial shift vacation bids shall be permitted.
- f) For the purposes of Vacation Bidding the bidding year shall be the same as the shift bid year.
- g) Each employee shall have twenty-four (24) hours [i.e. one (1) calendar day] to choose their vacation picks for each round. This twenty-four (24) hour period will begin October 1, starting with the most senior and continuing in that fashion. If an employee is unable to provide vacation picks within that twenty-four (24) hour period, they shall be ineligible for vacation picks during that round. Failing to meet this twenty-four (24) hour requirement and the subsequent ineligibility that may result cannot be grieved.
- h) Requests for five (5) consecutive vacation days in either round, shall not receive priority over requests for less than five (5) consecutive days off, notwithstanding seniority.
- i) After each round is completed, approved requests may not be bumped by other requested time off for any reason.
- j) Employees who choose not to select paid time off during the annual selection period shall be permitted to use their paid time off when manpower permits, however there shall be no bumping for this paid time off.
- k) Only eighty (80) hours comp time may be used within the schedule year.

2.No employee will be allowed to submit time off as an additional person for a shift at minimal staffing If a day that was previously taken becomes available, it will be sent out in seniority order.

There shall be no blackout periods for the use of paid time off other than Christmas Eve, Christmas Day, and New Year's Eve. During these blackout days, paid time off may be granted for Christmas Eve, Christmas Day and New Year's Eve, as long as the request does not create overtime or require the shift to fall below established minimums, with the understanding that management may require an increase to minimums as activity, or for perceived possibility of activity. Only Dayshift (0715-1515) is eligible for paid time off on New Year's Eve.

Time off for Christmas Eve, Christmas Day and New Year's Eve will be signed up for starting November 1<sup>st</sup> of the same year as the holiday and will be signed up for in four (4) hour blocks in

order of seniority on each shift for those scheduled to work. Once all shifts have been signed up for or passed on taking time off, the second four (4) hour blocks will be offered up in the same manner. All requests for Christmas Eve, Christmas Day and New Year's Eve shall be completed by December 1<sup>st</sup>. The employee taking time off on Christmas Eve, Christmas Day and New Year's Eve must contact the on-duty Supervisor at Tri-Com two hours before the start of the shift requested off for final approval. The employee being granted time off will be required to leave a phone number where they can be reached and recalled in the unlikely event that someone calls off for their shift with less than 2 hours' notice. Employees recalled less than 2-hours before shift must report for duty no later than 1-hour after the start of the shift.

At least sixteen (16) hours of pre-scheduled leave time shall be permitted to be taken within a twenty-four (24) hour day. If the number of bargaining unit Telecommunicators and Supervisors who have completed training reaches sixteen (16), the number of hours of pre-scheduled leave time shall be increased to twenty (20) hours per day. Additional time beyond the predetermined hour limitation (16/20) shall be approved provided that it does not require Tri-Com to fall below the minimum staffing requirements. All paid time off requests that may result in dropping the shift(s) below minimum staffing levels, must be submitted at least ten (10) days prior to the time off being requested, unless the submitting employee finds their own overtime coverage using unscheduled overtime procedures set forth in 15.03, the hour limitation on time off is honored.

Other than the Vacation scheduling described above, Vacation, Holiday, Personal and Safety time leave with the exception of Compensatory Time, may be taken in one (1) hour blocks. However, coverage for any leave less than four (4) hours will not be subject to forced overtime and the requesting party will be solely responsible for finding coverage for this time off. This applies to vacation picks during Seniority Sign-up. The Director or designee will have the sole discretion to deny leave for blocks less than four (4) hours for any request with less than ten (10) days' notice. The Director or designee's decision to grant or deny the leave may not be grieved.

### **Section 11.03 Use of Vacation Pay.**

Upon separation of employment, an employee with one (1) year or more of continuous service will be paid for his/her unused accumulation of vacation leave on a pre-rata basis determined by years of service. Employees with less than one (1) year of continuous service will not be paid for his/her unused accumulation of vacation leave.

## **ARTICLE XII**

### **TRAINING, PROFESSIONAL DEVELOPMENT AND TRAVEL**

#### **Section 12.01 Training and Tuition Reimbursement.**

All required training and certification costs will be paid by Tri-Com. The following types of training are offered to employees:

- A. In-Service Training - Training conducted during working hours on an individual or group basis to improve skills, introduce new techniques, and/or keep abreast of developments in the telecommunications field. Employees will receive a two (2) hour minimum for off-hours training completed on duty days and a four (4) hour minimum payback for training completed on an employee's regular day off.

- B. Specialized Training - Attendance at vocational, technical or professional training programs directly related to Tri-Com functions.
- C. Academic Instruction - Completion, by correspondence, internet instruction or classroom attendance, of course work provided by an accredited educational institution beyond the high school level, must bear a relationship to Tri-Com functions and/or the improvement of the employee's job-related skills and abilities. Tri-Com will put out a list of approved curriculum and any courses not listed will be at the discretion of the Executive Director. For approved academic courses, the employee will be reimbursed 100% of the cost of tuition, registration fees, books and other fees incidental to the course, charged by the educational institution upon presentation of receipts for the reimbursable expenses.

Tri-Com shall have authority to decide whether or not to fund the tuition reimbursement program in each fiscal year. Tri-Com will announce whether the tuition reimbursement program will be funded no later than May 1 of each year. Employees are encouraged to let Tri-Com know by December 31 whether they plan to apply for the tuition reimbursement program in the following year to increase the chances that the program will be funded.

**Section 12.02 Travel Reimbursement.**

Tri-Com employees will be reimbursed for actual travel and related expenses while carrying out official duties or attending approved professional conferences and training courses.

- A. Mileage for the employee's personal vehicle shall be paid at the accepted per mile rate as determined annually by the IRS Reimbursement Rate.
- B. Per diem expenses are payable at the current Tri-Com rate.
- C. Expenses for overnight lodging must be pre-approved by the Director.
- D. Other necessary expenses such as parking, tolls, and taxis, at a reasonable and generally accepted rate will be reimbursed.

**ARTICLE XIII**  
**INSURANCE**

**Section 13.01 Health Insurance Plan.**

During the term of this Agreement, Tri-Com shall continue to make available to non-retired full-time, employees and their eligible dependents the same medical insurance plan(s) as provided for regular, full-time non-contract employees.

Pursuant to the intergovernmental agreement which established Tri-Com, Tri-Com's insurance coverage must be provided by the City of Geneva. Tri-Com has no control over coverage levels, costs, identity of the providers or carrier, coverage continuation or any factors whatsoever connected with the benefits provided to employees pursuant to this provision. Tri-Com's commitment is to provide the benefits under the City of Geneva insurance plan. Tri-Com will

promptly notify the Union in writing upon becoming aware that coverage has been changed by the City of Geneva. If the City of Geneva discontinues the HMO or PPO insurance benefit options, the Union can request bargaining over the effects of any such changes. The parties agree that if the Union requests bargaining over such changes, Tri-Com may implement the changes imposed by the City of Geneva pursuant to the City of Geneva's deadlines, and that any agreements that result from the effects bargaining will be retroactive to the date of such implementation. If the effects bargaining negotiations result in an impasse, the parties agree that either party may submit the issue to mediation and interest arbitration pursuant to Section 14 of the Illinois Labor Relations Act.

The premium contribution percentage rates in effect on May 1, 2010 will remain in effect for the duration of this Agreement. The amount of employee premium contributions required under this Section shall be deducted from the employee's regular paychecks.

**Section 13.02 Life Insurance.**

All bargaining unit employees will be covered for 100% of their annual wages at no cost to the employee. This coverage ends when employment with Tri-Com ends. If the City of Geneva discontinues life insurance benefit options, the Union can request bargaining over the effects of any such changes. The parties agree that if the Union requests bargaining over such changes, Tri-Com may implement the changes imposed by the City of Geneva pursuant to the City of Geneva's deadlines, and that any agreements that result from the effects bargaining will be retroactive to the date of such implementation. If the effects bargaining negotiations result in an impasse, the parties agree that either party may submit the issue to mediation and interest arbitration pursuant to Section 14 of the Illinois Labor Relations Act.

**Section 13.03 Right to Maintain Coverage While on Unpaid Leave.**

An employee who is on an approved unpaid leave of absence shall have the right to maintain medical, dental and life insurance coverage by paying in advance the full applicable monthly premium for the coverage the employee had prior to going on an unpaid leave of absence or being laid off. For such leaves of absence, Tri-Com will pay the employer's share of the insurance premium for the first sixty (60) days of the leave. After sixty (60) days, the employee shall be responsible for paying the full amount of the insurance premium. If an employee uses a personal leave of absence to extend his or her leave of absence under the Family and Medical Leave Act of 1993, the personal leave of absence will run concurrently with the leave of absence under the Family and Medical Leave Act, and the employee will be responsible for paying the full amount of the insurance premium at the conclusion of the leave under the Family and Medical Leave Act, or after 60 days, whichever occurs later.

Tri-Com may recover its share of health, dental, and life premiums for a period of unpaid leave from an employee if the employee fails to return to work after his or her leave entitlement has been exhausted, unless the reason the employee does not return is due to continuation, recurrence or onset of a serious health condition which would entitle the employee to leave under the FMLA, or other circumstances beyond the employee's control.

Nothing in this Section is intended to affect an employee's rights under the Family and Medical Leave Act of 1993.

An employee is on layoff with recall rights shall have the right to maintain insurance coverage as outlined in Section 8.05 of this Agreement.

**Section 13.04 Pension Benefits.**

Those employees who meet the minimum hourly standard are required to participate in the Illinois Municipal Retirement Fund.

**Section 13.05 Employee Assistance Program.**

The Employee Assistance Program (EAP) is provided for all employees by Tri-Com through a contracted outside agency. Employee services available through the EAP include counseling regarding a broad range of issues. Tri-Com may refer employees to the EAP or employees may choose to contact the EAP at any time their services are deemed to be needed. EAP services are available for immediate family members of Tri-Com employees. The use of the Employee Assistance Program is confidential. Detailed information may be obtained from the Geneva Human Resources Office.

**Section 13.06 Terms of Policies to Govern.**

The extent of coverage under the insurance policies referred to in Section 1 of this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

**Section 13.07 Cost Containment.**

Tri-Com reserves the right to maintain or institute cost containment measures relative to insurance coverage, as may be required by the City of Geneva insurance plans. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for certain designated surgical procedures.

**ARTICLE XIV**  
**UNIFORMS**

**Section 14.01 Uniform Allowance Credit.**

During each fiscal year of Tri-Com, each employee covered by this Agreement shall be eligible to receive reimbursement from Tri-Com for the pre-approved purchase of clothing necessary to their employment by Tri-Com, for an amount not to exceed \$450 in the first year of employment and \$325 in each subsequent year. Tri-Com shall reimburse an employee for a pre-approved purchase under this Section within thirty (30) days after the employee provides Tri-Com with proof of expenditure.

Items purchased using the Tri-Com Uniform Allowance Credit may only be worn for Tri-Com business purposes. Baseball type hats & knit type hats with the Tri-Com logo shall be made available, may be purchased using the Tri-Com Uniform Allowance Credit. Clothing items that

bear the Tri-Com logo may not be worn off duty, with the exception of traveling to and from work and including reasonable stops made during that travel. Employee(s) receiving a uniform allowance or reimbursement shall be subject to IRS withholding regulations and rules.

**ARTICLE XV**  
**HOURS OF WORK**

**Section 15.01 Shift Schedules.**

If there are any vacancies on a shift between September 1<sup>st</sup> and August 31<sup>st</sup> of the subsequent year, then Tri-Com shall post the vacancies and allow employees to bid by seniority from the vacancy down.

The standard work week begins at 0715 on Sunday, and ends at 0714.59 on the following Sunday. The normal work week is a consecutive seven (7) day period. The normal workday is eight (8) consecutive hours.

Regular Dispatch shifts are as follows:

Dayshift	0715-1514.59
Evening	1515-2314.59
Midnight	2315-0714.59

Probationary Telecommunicator's shift assignment are as follows:

1. PM Power 1915-0314.59
2. AM Power 1115-1914.59
3. Evening 1515-2314.59
4. Dayshift 0715-1514.59

Tri-Com may also schedule:

1. Power shifts from 1115-1914.59 and from 1915-0314.59 may only be scheduled as probationary shifts. Once the number of bargaining unit Supervisors and Telecommunicators, who have completed training reaches twenty (20), this section will be reopened for review.
2. To avoid mandatory overtime, Tri-Com may ask employees to work a different shift or different day off schedule, the employee may deny the request. Tri-Com will not impose discipline or any other type of sanction on an employee who declines a schedule change request.

Tri-Com and the Union may mutually agree to make additional modifications to Shift Schedules.

**Section 15.02 Lunch and Breaks.**

Employees will receive one (1) fifteen (15) minute, paid break for every four (4) consecutive hours worked. Employees working an eight (8) hour shift are also entitled to take a thirty (30) minute break period.

**Section 15.03 Overtime.**

An employee shall be paid one and a half times his regular straight time hourly rate of pay for all hours worked in excess of 40-hours in the employee's regular 7-day work cycle.

Overtime shall be received in 15-minute segments as provided by the Fair Labor Standards Act ("FLSA"). For purposes of this article, time worked shall include only that time spent on duty as provided by the FLSA, and shall include any periods for time which is compensated but not actually worked, including but not limited to: vacation, sick leave, funeral leave or any other leave of absence.

Before any employee may become eligible to receive any overtime pay under this Agreement, the additional hours worked must be approved in advance by the Director or her designee.

Overtime worked on Sundays shall be paid at a double-time rate. Sunday shall be defined by the calendar day, 23:59-00:00 hours.

Employees will not be scheduled for more than twelve (12) consecutive hours unless mutually agreed upon, or in an emergency situation.

Employees in training are not eligible to sign up for scheduled or unscheduled overtime until they are released from the training program.

Employees impacted by the cancellation of scheduled overtime hours shall be notified via email. If the employee is off duty immediately preceding the change, they will be notified via phone.

If multiple overtime slots for the same time range are cancelled, it will be cancelled by reverse seniority.

**Scheduled Overtime.**

Scheduled overtime shall be defined as any overtime that is scheduled at least ten (10) days in advance of the time the overtime is scheduled to begin. Scheduled overtime shall be posted electronically for the purpose of allowing employees to sign up for available overtime hours.

Scheduled overtime shall be offered to employees by straight seniority. An electronic notification will be sent to all employees, in order of seniority, who have provided a cell phone number, when the overtime is posted.

If no one volunteers to work the scheduled overtime ten (10) days prior to when it will occur, the overtime shall be filled using the **Unscheduled Overtime** procedure.

An employee who signs up for an overtime shift is responsible for finding a replacement if they

cannot make the shift. The employee must find coverage using the **Scheduled Overtime** procedure if more than 10 days prior to the scheduled overtime or the **Unscheduled Overtime** procedure if less than 10 days prior to the scheduled overtime. In both cases, the overtime will not be forced, except in cases of illness of the person who signed up for the overtime shift and now seeks to find replacement. In cases of illness, since employees may be forced, a doctor's note must be provided.

Employees signing up for eight (8) consecutive hours of overtime receive priority over employees taking less than 8 hours of overtime, notwithstanding seniority. To be eligible to receive priority a portion of the 8 hour slot must be available for the employee to take as long as some portion of the eight (8) hour shift is still unfilled.

Trades on **Scheduled Overtime** will be allowed up to 4 times annually (January 1<sup>st</sup> – December 31<sup>st</sup>). Trades will be tracked using a physical form filed in the Schedule Binder. This tracking system will be monitored and enforced by Supervisors.

### **Unscheduled Overtime.**

The following overtime procedure for unscheduled overtime will be implemented upon ratification of this Agreement:

Should overtime work be necessary with less than ten (10) days' notice, the time shall first be offered in order of seniority, to the employees who are scheduled to work the hours immediately preceding and following the overtime hours. If the overtime is not filled by those employees, then remaining eligible employees will be offered the overtime in order of seniority.

Employees who are on Vacation, Holiday, Personal, Compensatory time or Safety time may be called and offered the overtime unless they have chosen to not be called during this time. An employee may decide to cancel his/her Vacation, Holiday, Personal, Compensatory time or safety time and work the overtime. The Vacation, Holiday, Personal, Compensatory time or Safety time can then be taken on a future occasion. If the overtime being covered is not created by an employee on vacation, said employee can voluntarily cover overtime on another shift while maintaining their used benefit time on their regularly scheduled shift. Calling an employee at home will be considered an offer of overtime even if the employee does not answer the telephone.

If no one voluntarily accepts the overtime, the Shift Supervisor/TIC shall then assign mandatory overtime using the forced overtime procedure. An inverse seniority list will be established and reset annually on January 1<sup>st</sup>. New employees will be placed at the top of the inverse seniority list once released from training. The forced overtime will be assigned to the first eligible employee that is working the hours immediately preceding or following the overtime using the inverse seniority list. If no such eligible employee exists, then the overtime will be assigned to the first eligible employee on the inverse seniority list. Once forced, the Shift Supervisor/TIC will note the date and shift that was assigned. The following employees are not eligible to be forced for overtime:

1. The employee is on Vacation, Personal, Holiday, Compensatory or Safety time off of at least 8 consecutive hours. .
2. The employee is on their regularly scheduled day off in conjunction with 8 consecutive hours of paid time off.
3. The employee is off as part of a Shift Trade of at least 8 consecutive hours.
4. The overtime will cause the employee a double-back of less than eight (8) hours before or after the overtime.
5. The employee is already working or scheduled to work overtime or a trade/payback.

Forced Overtime can be traded amongst eligible employees without limit. Employees must arrange their own trades and obtain approval from the Deputy Director or designee.

#### **Section 15.04 Shift Trades.**

Employees must arrange shift trades themselves and notify the immediate supervisor or designee at least 2-hours prior to the trade for approval. Supervisors may only trade with dispatchers if the supervisor is paying back a trade on a shift with no scheduled supervisor. Responsibility for the coverage of the shift remains with the employee requesting the trade. In the event of a shift trade involving a holiday, the employee who actually works on the holiday is the employee entitled to the benefit of “holiday worked” pay. The employee who has committed to “taking” a shift trade but then is unable to work on a day of the trade is responsible for finding a replacement. This provision is intended to be cost-neutral to Tri-Com. In the event of a default, the defaulting employee will be required to use his accrued vacation, personal, holiday or compensatory time for the missed shift. Such situations will be evaluated on a case by case basis. Any employee who is off on shift trade of at least 8 consecutive hours shall not be subject to the forced overtime procedure.

#### **Section 15.05 Shift Bidding.**

Shift assignments shall be made based upon seniority between September 1<sup>st</sup> and September 30<sup>th</sup> of each year for all employees.

Each employee will have twenty-four (24) hours to make their shift selection. If their shift selection is not made within 24 hours, their selection will be moved to the lowest in seniority spot until all shifts are filled. The same process shall be repeated until all shifts for the entire year have been selected. Failing to meet this twenty-four (24) hour requirement and subsequent ineligibility that may result, cannot be grieved.

Bids for Shift Supervisors will be straight seniority in odd numbered years. For even numbered years, Shift Supervisors will bid for each trimester using the “Round-Robin” method. For Round-Robin, the most senior Shift Supervisor will bid for the first trimester they wish to work, followed by the next most senior Shift Supervisor, until all Shift Supervisors have made their first selection. The same process shall be repeated until all trimesters for the entire year have been selected. Supervisors slots shall be as follows: Day shift - 1, evening shift - 2, midnight shift -1. Prior to open telecommunicator bids, supervisors shall bid by supervisor seniority, for their shift. A slot on each selected shift will then be blocked out for supervisors only. They will then be placed into the rotation with the telecommunicators. When picks reach them by employment seniority, the

supervisor will select their days off on the previously selected shift.

Bids for Telecommunicators will be straight seniority for each trimester. Telecommunicators will choose from the available sets of days off based on staffing levels following the predetermined Appendix B Shift Template.

Employees are not eligible for shift bidding in any trimester in which they are still on probation. Prior to open bids, management will select a shift for each probationary employee released from training. A slot on the selected shift will then be blocked out for the probationary employee. The employee will be given remaining days off after all picks are completed.

**Section 15.06 Posting of Work Schedule.**

The Director or designee shall post the work schedule electronically at least thirty (30) calendar days in advance. Tri-Com reserves the right to make changes to the work schedule due to emergencies, unplanned changes in staffing levels, unforeseen leaves and/or changes in the workload.

**Section 15.07 Court Time.**

When an employee is required to present evidence or testify in court or attend a deposition for work-related reasons during non-duty hours, the employee shall receive a minimum of two (2) hours pay at the overtime rate. If the court appearance extends beyond two hours, the employee will be paid at the overtime rate for all hours spent in court.

**Section 15.08 Call Out.**

Employees called out for a work assignment or training shall be compensated for a minimum of two hours, or the actual time worked, whichever is greater, at the applicable rate of pay. The time worked shall be calculated in accordance with Section 15.03 of this Agreement and shall include all travel to work-related activities once the employee arrives at Tri-Com. Tri-Com reserves the right to require employees to work for the entire two (2) hours.

**Section 15.09 Compensatory Time.**

Tri-Com employees may earn compensatory time off in lieu of overtime payment at the same rate of pay at the employee's request.

The maximum number of compensatory time hours that can be accumulated by an employee is eighty (80) hours per schedule year. This is a non-refillable bucket of time. Once an employee has accrued eighty (80) hours in a schedule year, the employee cannot accrue any more compensatory time off, even if the employee uses some of the previously-accrued compensatory time. Employees are required to utilize their accrued compensatory time by the end of the fiscal year that follows the fiscal year in which the compensatory time is earned.

All compensatory time not used within time frame stated above will be paid to the employee at the appropriate rate of pay. Upon separation, any unused time shall be paid at the employee's final regular rate of pay or the rate required by FLSA, whichever is higher.

Employees have the option to cash out any portion of their compensatory time bank at any time. This will be included in the employee's next payroll check.

Compensatory time may be taken in fifteen (15) minute increments. The Director or designee shall respond to the compensatory time request as soon as possible after the request is submitted.

For schedule year 2021 only, any compensatory time requests approved prior to the signing of this Agreement which exceed the 80 hour limit shall be honored.

**Section 15.10 Standby Pay.**

Employees who are required by Tri-Com to be on standby for work on a day-off shall be compensated for an additional three (3) hours of pay per day at one-and-one-half (1 ½) times their regular pay rate. This compensation shall be an additional one (1) hour per day at one-and one-half (1 ½) time the regular pay rate for standby time before or after an employees' work hours on a work-day. If called for duty, the employee shall receive compensation for time worked.

**Section 15.11 Work Duties.**

Employees may not engage in activities during work hours which interfere with job duties and responsibilities.

**Section 15.12 CAD Administrator Shift Schedule.**

The CAD Administrator's days off shall be Saturday, Sunday, with the understanding that certain tasks may have to be completed on days off from home on mutual agreement between the CAD Administrator and the Director. Tri-Com and the CAD Administrator(s) may mutually agree to temporarily or permanently adjust the days-off schedule.

**Section 15.13 CAD Administrator Hours of Work.**

The CAD Administrator will have the ability to flex their hours by mutual agreement between the CAD Administrator and the Director.

**Section 15.14 Non-Dispatch Personnel Completing Dispatch Work.**

It is understood that in order to maintain proficiency with their job assignments, the CAD Administrator and Training Coordinator need to complete dispatch work occasionally, while not counting towards minimum staffing requirements. The Training Coordinator can be scheduled to work dispatch to maintain their skill, cover unplanned shift shortages until a bargaining unit employee is able to replace them, cover the schedule for agency training opportunities, or to assist with dispatch emergencies, including weather and major events, as their regular work schedule allows. Additionally, the Training Coordinator may work dispatch while training with a new employee, but will not be counted towards minimum staffing requirements.

For the duration of this agreement, and on a non-precedential basis, to avert a forced overtime situation, the CAD Administrator and/or the Training Coordinator may be utilized towards minimum staffing requirements. use of the CAD Administrator and/or the Training Coordinator for dispatch work without attempting to fill a dispatch position with a Telecommunicator using the Scheduled or Unscheduled Overtime procedure shall not be permissible.

**ARTICLE XVI**  
**WAGES**

**Section 16.01 Wage Schedule.**

**Section 1. Salaries.**

All employees shall be paid according to Appendix A.

**Section 2. Placement on Step System.**

Current employees will be placed in the step system on May 1, 2021 as shown in Appendix A.

New employees shall begin their employment at the minimum level of the pay range for their job classification. However, Tri-Com may place new employees with prior experience in a similar position at a rate in the appropriate pay range that is higher than the minimum (starting) rate. New employees may also start at a rate in the vacation accrual schedule (section 11.01) based on their prior work experience, but such place shall solely effect their rate of accrual, not their seniority for the purpose of selecting time off.

**Section 3. Movement Through Step System.**

On May 1, 2021, employees will advance to the appropriate step in the step system based on their seniority, as shown in Appendix A.

Promoted and new employees shall move through the step system annually on their anniversary date for their first year of service in the new position.

Telecommunicators shall move through the step system as follows:

Hire 0-1 years of service  
Step 1 1-2 years of service  
Step 2 2-3 years of service  
Step 3 3-4 years of service  
Step 4 4-5 years of service  
Step 5 5-6 years of service  
Step 6 6-7 years of service  
Step 7 7+ years of service

Supervisors hired after May 1, 2017 shall move through the step system as follows:

Hire 0-1 years of service  
Step 1 1-2 years of service  
Step 2 2-3 years of service

Step 3 3-4 years of service  
Step 4 4+ years of service

CAD Administrators shall move through the step system as follows:

Hire 0-1 years of service  
Step 1 1-2 years of service  
Step 3 2-3 years of service  
Step 4 3-4 years of service  
Step 5 5+ years of service

Section 4. Pay Day.

Employees shall be paid every other week on Friday and may be by direct deposit if requested by the employee. If a holiday falls on a payday, paychecks will be distributed on the previous workday, whenever possible.

Section 5. Retroactivity.

Wages shall be retroactive to May 1, 2021. This retroactive pay increase shall apply only to employees employed by Tri-Com on the date this Agreement is executed by both parties, and no other provision of this Agreement shall be applied retroactively, unless otherwise provided in this Agreement.

During the term of this Agreement, no employee shall suffer any loss of pay as a result of the negotiated salary schedule.

**Section 16.02 Telecommunicator in Charge Pay.**

A Telecommunicator in Charge will receive an additional \$2.50 per hour for all hours worked in such capacity. Employees are eligible to receive TIC pay and CTO pay if working in both capacities at the same time.

**Section 16.03 Training. Communication Training Officers (CTOs) will be paid an additional \$5.00 per hour for all hours worked in such capacity.**

Employees are eligible to receive TIC pay and CTO pay if working in both capacities at the same time.

**Section 16.04 LEADS Agency Coordinator Compensation**

When the Employer, in its discretion, decides to assign an employee to serve as LEADS Agency Coordinator (LAC) for Tri-Com, the employee will receive eight (8) hours of paid time for every three (3) months that the employee serves in that capacity. This paid time will be straight time at the employee's current hourly rate of pay. Such payments will be earned on the 1<sup>st</sup> of each beginning calendar quarter (May 1<sup>st</sup>, August 1<sup>st</sup>, November 1<sup>st</sup> and February 1<sup>st</sup>) in which the employee has served as the LAC. Payments will be distributed on the employee's paycheck following the above dates.

**Section 16.05 Longevity Award**

Full-time employees shall receive a one-time lump sum longevity award (not added to their base wage rate) on the payroll following their anniversary date, according to the following schedule:

After the completion of ten (10) years	<b>\$250</b>
After the completion of fifteen (15) years	<b>\$500</b>
After the completion of twenty (20) years	<b>\$750</b>
After the completion of twenty-five (25) years	<b>\$1000</b>
After the completion of thirty (30) years	<b>\$1250</b>

**Section 16.06 Working out of Classification**

An employee who is temporarily assigned to a supervisory position will be compensated at the beginning pay rate for that position, or ten percent above the employee’s base rate, whichever is higher. The pay increase will be effective on the first day of the temporary appointment. At the conclusion of the temporary appointment the employees rate of pay shall immediately revert back to the rate of pay commensurate with the employees placement in the prevailing step plan, and will include any step increases that the employee would have ordinarily been awarded in this or their permanent position.

**Section 16.07 Deferred Compensation Contribution.**

Tri-Com shall continue to provide an elective Internal Revenue Service approved Deferred Compensation Contribution savings Plan for employees through payroll deductions.

**Section 16.08 Flexible Spending Account.**

Tri-Com shall continue to provide to its covered employees a Section 125 Flexible Spending Plan in accordance with Internal Revenue Service guidelines through payroll deductions. The maximum contribution amount will be the same as the maximum contribution amount established by the City of Geneva.

**ARTICLE XVII  
HOLIDAYS AND PERSONAL LEAVE**

**Section 17.01 Holidays Observed.**

The following holidays have been officially designated by Tri-Com as observed holidays. All full-time employees shall observe these days and shall receive regular pay:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Spring Holiday (Friday before Easter)
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day

Day After Thanksgiving  
 Christmas Eve Day  
 Christmas Day

Bargaining unit employees in the bargaining unit as of April 30, 2021, who work on a Tri-Com recognized holiday shall be compensated at the following hourly rate of pay. These employees also have the option of taking eight (8) hours of paid time-off on a future date in lieu of holiday pay. For major holidays, employees who work eight (8) hours and wish to take eight (8) hours of holiday time-off on a future date will receive four (4) hours of holiday pay.

Holiday pay may be accrued from year to year with no maximum number of hours accrued.

<b>Major Holidays</b>	<b>Pay if 8 Hours Worked</b>	<b>Pay If Not Worked</b>
New Year's Day	20 hours	8 hours
Memorial Day	20 hours	8 hours
Independence Day	20 hours	8 hours
Thanksgiving Day	20 hours	8 hours
Christmas Eve Day	20 hours	8 hours
Christmas Day	20 hours	8 hours
<b>Other Holidays</b>	<b>Pay If 8 Hours Worked</b>	<b>Pay If Not Worked</b>
Martin Luther King, Jr. Day	16 hours	8 hours
President's Day	16 hours	8 hours
Spring Holiday	16 hours	8 hours
Labor Day	16 hours	8 hours
Day After Thanksgiving	16 hours	8 hours

For Tri-Com employees hired on or after May 1, 2021, there shall be no accrual of holiday time in lieu of compensation. Instead, all holiday time shall be paid as monetary compensation as set forth in the chart above.

**Section 17.02 Eligibility Requirements.**

Employees shall work all holidays when scheduled as part of their normal work schedule. To be eligible to receive pay in recognition of a holiday, a full-time employee must work or have previously approved leave time on the full scheduled day before and after the holiday, in addition to the full holiday when scheduled as part of their normal work schedule.

**Section 17.03 Personal Business Leave.**

With prior approval of the immediate non-bargaining unit supervisor, if one is available, or to a bargaining unit supervisor if not, which shall not be unreasonably denied, full-time non-probationary employees may request to use up to three (3) 8-hour days per year for personal business. Probationary employees are not entitled to any personal days during their first year of employment. On their first anniversary date, probationary employees will receive one (1) personal day. On their second anniversary date, probationary employees will receive three (3) personal days.

Personal business leave must be used by the end of the employees' anniversary year or it will be lost; it cannot be carried over from year to year and is not payable upon separation from employment. Requests for personal business leave shall be made as soon as possible, including unexpected family emergencies, in which case the employee will notify the supervisor as soon as possible. The Director or designee has discretion to approve or deny such requests.

## **ARTICLE XVIII** **EMPLOYEE ALCOHOL AND DRUG TESTING**

### **Section 18.01 Drug and Alcohol Testing.**

In order to help provide a safe work environment and to protect the public by insuring that employees have the physical stamina and emotional stability to perform their assigned duties the Tri-Com may require employees to submit to urinalysis and/or other appropriate tests in the following situations: 1. post-employment offer; 2. post-accident or post-injury; or 3. where there are reasonable suspicions to believe the employee is in violation of the prohibitions set forth below:

- (a) Consuming or possessing alcohol at any time during or just prior to the beginning of the work day or anywhere on any Tri-Com premises or job sites, including Tri-Com buildings, properties, vehicles and the employee's personal vehicle while engaged in Tri-Com business;
- (b) Possessing, using, selling, purchasing or delivering any illegal drug at any time and at any place; or
- (c) Possessing, using, selling, purchasing or delivering prescription drugs in an illegal manner.
- (d) Possessing, using, selling, purchasing, delivering, or being under the influence of marijuana while on duty and/or while on Tri-Com property.

### **Section 18.02 Test To Be Conducted.**

In conducting the testing authorized by this Agreement, Tri-Com shall:

- (a) Use only a clinical laboratory or hospital facility which is certified by the State of Illinois to perform drug and/or alcohol testing.
- (b) Collect a sufficient sample of the same bodily fluid or material from an employee to allow for an initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the employee.
- (c) Confirm any sample that tests positive in initial screening for drugs by testing the second portion of the same sample.

- (d) Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's choosing, at the employee's own expense; provided the employee notifies the Tri-Com within seventy-two hours of receiving the results of the test.
- (e) Require that the laboratory or hospital facility report to the Tri-Com that the blood or urine sample is positive only if both the initial screening and confirmation test are positive on a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Tri-Com inconsistent with the understandings expressed herein (e.g., billings for testing that reveal the nature or number of tests administered), the Tri-Com will not use such information in any manner or form adverse to the employee's interests.
- (f) Provide each employee tested with a copy of all information and reports received by Tri-Com, in connection with the testing and the results.
- (g) Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .02 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive.

**Section 18.03 Voluntary Requests for Assistance.**

Tri-Com employees may seek confidential assistance for drug or alcohol problems through the EAP program.

**ARTICLE XIX**  
**MISCELLANEOUS**

**Section 19.01 Ratification and Amendment.**

This Agreement shall become effective when ratified by the Union and Tri-Com Board and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

**Section 19.02 Physical Examinations.**

If, at any time, there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, Tri-Com may require, at its expense (to the extent not otherwise paid for by the employee's insurance), that the employee have a physical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by Tri-Com. The employee specifically retains the right to challenge Tri-Com's unreasonable refusal to return an employee to work due to a fitness for duty examination.

**Section 19.03 Outside Employment.**

Employees shall not be employed by employers other than Tri-Com, nor shall they contract for or accept anything of value in return for services, nor shall they otherwise be self-employed for remuneration, without the prior written approval of the Director, which shall not be unreasonably

denied. Employees wishing to hold outside jobs, including self-employment, which will not result in a conflict of interest or infringe on their ability to do their job for Tri-Com, shall apply in writing to the Director for approval on a form provided by Tri-Com. Such application shall be approved or denied within ten (10) working days after submission. If outside employment, including self-employment, has previously been approved or permitted by Tri-Com, and if it later is determined that such outside employment, including self-employment, may result in a conflict of interest or infringe on the ability of the employee to do his job for Tri-Com, or increase Tri-Com's exposure to legal liability, prior approval for such outside employment may be revoked. Such revocation remains subject to the grievance procedure.

**Section 19.04 Americans with Disabilities Act.**

The parties agree that Tri-Com has an affirmative obligation to be in compliance with the requirements of the Americans with Disabilities Act ("ADA"). The Union agrees to cooperate with Tri-Com in its compliance with the ADA and Tri-Com agrees to do so in a manner that is minimally invasive of the collective bargaining agreement wherever possible.

**Section 19.05 No Smoking.**

All employees are strongly encouraged to quit smoking. Any employees who do not quit smoking may be required by Tri-Com or department policy to confine their smoking to a designated area(s). Employees going to the smoking area shall be required to carry a portable radio.

**ARTICLE XX**  
**MAINTENANCE OF BENEFITS**

All direct economic benefits which are not set forth in this Agreement and are currently in effect shall continue and remain in effect until such time as the Employer shall notify the Chapter of its intention to change them. Upon such notification and if requested by the Chapter, the Employer shall meet and discuss such change before it is finally implemented by the Employer. Any change made without such notice shall be considered temporary pending the completion of such meet and confer discussions. If those discussions result in impasse, Tri-Com shall have the right to implement its proposed changes. If the Chapter becomes aware of such a change and has not received notification from the Employer, the Chapter must notify the Employer within thirty (30) days of the date the Chapter became aware of such change and request discussions or such inaction shall act as a waiver of the right to participate in such discussions by the Chapter. If no agreement is reached within thirty (30) calendar days after discussions begin, Chapter shall have the right to refer the allegation that the Employer unilaterally implemented the change without bargaining to impasse to Arbitration pursuant to the grievance procedure of this Agreement; the parties agree that the Employer shall have the right to temporarily implement the change during the period of said bargaining and article of arbitration.

**ARTICLE XXI**  
**SAVINGS CLAUSE**

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or legislation, and the remaining parts or portions of this Agreement shall remain in full force and effect. In such event, upon request of either party, the parties shall meet within ten (10) days of such notification and negotiate with respect to possible replacement language for the invalidated Article, section or portion of this Agreement. The provisions of Article VII (No-Strike; No Lockout) shall remain in effect during such negotiations.

## **ARTICLE XXII** **ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term. The parties acknowledge that during the negotiations that 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. Accordingly, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except that the Union shall have the right to effects bargaining as provided in the Illinois Public Labor Relations Act, and Tri-Com shall have the right to temporarily implement management decisions pending final resolution of any effects bargaining as timely requested by the Union, unless specifically provided otherwise in this Agreement.

## **ARTICLE XXIII** **TERMINATION**

This Agreement is effective May 1, 2021, and shall continue in full force and effect until April 30, 2024, and thereafter shall be continued for annual periods unless notice of termination is given in writing by registered or certified mail by either party no less than sixty (60) nor more than ninety (90) days prior to April 30, 2024, or the expiration of any extension hereof. In the event such notice has been served and negotiations for a new Agreement are not completed by the expiration of said sixty (60) days' notice or the above termination date, whichever occurs later, the parties shall nevertheless continue to observe the terms and conditions of this Agreement as signed or until at least forty-eight (48) hours after either party gives the other written notice of its intent to terminate this Agreement or any extension thereof.

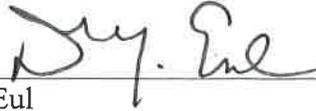
until at least forty-eight (48) hours after either party gives the other written notice of its intent to terminate this Agreement or any extension thereof.

**METROPOLITAN ALLIANCE OF POLICE**



Christopher McMeen  
President, Metropolitan Alliance of Police  
Tri-Com Dispatch Chapter #531

**TRI-COM CENTRAL DISPATCH CENTER**



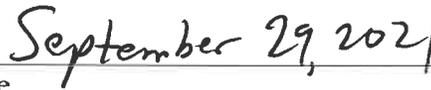
Daniel Eul  
Chairman, Board of Directors  
Tri-Com Central Dispatch



Keith George  
President, Metropolitan Alliance of Police



Date



Date

**APPENDIX A  
WAGE SCHEDULE**

<b>Telecommunicator</b>		3.00%	3.00%	3.00%
Step	Current	1-May-21	1-May-22	1-May-23
Hire	\$51,482.35	\$54,352.49	\$55,983.07	\$57,662.56
1	\$52,769.41	\$59,264.62	\$61,042.56	\$62,873.84
2	\$57,538.47	\$60,746.24	\$62,568.63	\$64,445.68
3	\$58,976.93	\$62,264.90	\$64,132.85	\$66,056.83
4	\$60,451.36	\$68,621.94	\$70,680.60	\$72,801.01
5	\$66,623.24	\$70,337.48	\$72,447.61	\$74,621.04
6	\$68,288.82	\$74,860.96	\$77,106.78	\$79,419.99
7	\$72,680.54	\$76,920.96	\$79,228.58	\$81,605.44
<b>Supervisor</b>		3.00%	3.00%	3.00%
Step	Current	1-May-21	1-May-22	1-May-23
Hire	\$76,314.57	\$80,176.09	\$82,581.37	\$85,058.81
1	\$77,840.86	\$81,779.61	\$84,233.00	\$86,759.99
2	\$79,397.68	\$83,415.20	\$85,917.65	\$88,495.18
3	\$80,985.63	\$85,070.40	\$87,622.51	\$90,251.19
4	\$82,592.62	\$87,130.40	\$89,744.31	\$92,436.64
<b>CAD Administrator</b>		3.00%	3.00%	3.00%
Step	Current	1-May-21	1-May-22	1-May-23
Hire	\$69,813.15	\$73,705.23	\$75,916.39	\$78,193.88
1	\$71,558.48	\$80,366.48	\$82,777.48	\$85,260.80
2	\$78,025.71	\$84,597.76	\$87,135.70	\$89,749.77
3	\$82,133.75	\$86,712.70	\$89,314.08	\$91,993.51
4	\$84,187.09	\$88,827.83	\$91,492.66	\$94,237.44
5	\$86,240.61	\$90,887.83	\$93,614.46	\$96,422.90

**APPENDIX B**

**SHIFT MATRIX**

	<b>SUN</b>	<b>MON</b>	<b>TUES</b>	<b>WED</b>	<b>THURS</b>	<b>FRI</b>	<b>SAT</b>	
	<b>DAYSHIFT</b>							
<b>1</b>	<b>OFF</b>	<b>OFF</b>						
<b>2</b>			<b>OFF</b>	<b>OFF</b>				
<b>3</b>					<b>OFF</b>	<b>OFF</b>		
<b>4</b>						<b>OFF</b>	<b>OFF</b>	
<b>5</b>		<b>OFF</b>	<b>OFF</b>					<b>STAFFING 14</b>
<b>6</b>	<b>OFF</b>						<b>OFF</b>	<b>STAFFING 17</b>
	<b>EVENING SHIFT</b>							
<b>7</b>	<b>OFF</b>	<b>OFF</b>						
<b>8</b>			<b>OFF</b>	<b>OFF</b>				
<b>9</b>					<b>OFF</b>	<b>OFF</b>		
<b>10</b>	<b>OFF</b>						<b>OFF</b>	
<b>11</b>				<b>OFF</b>	<b>OFF</b>			<b>STAFFING 13</b>
<b>12</b>		<b>OFF</b>	<b>OFF</b>					<b>STAFFING 16</b>
	<b>MIDNIGHT SHIFT</b>							
<b>13</b>		<b>OFF</b>	<b>OFF</b>					
<b>14</b>			<b>OFF</b>	<b>OFF</b>				
<b>15</b>					<b>OFF</b>	<b>OFF</b>		
<b>16</b>	<b>OFF</b>						<b>OFF</b>	
<b>17</b>	<b>OFF</b>	<b>OFF</b>						<b>STAFFING 15</b>
<b>18</b>						<b>OFF</b>	<b>OFF</b>	<b>STAFFING 18</b>

## **SIDE LETTER OF AGREEMENT**

This Side Letter of Agreement (“Agreement”) is entered into as of November 21, 2022 (“Effective Date”) by and between the Tri-Com Central Dispatch (hereinafter referred to as “Tri-Com”) and the Metropolitan Alliance of Police, Tri-Com Central Dispatch Chapter #531 (hereinafter collectively referred to as the “Union”).

**WHEREAS**, Tri-Com and the Union are parties to a collective bargaining agreement (“CBA”) with a term effective May 1, 2021 through April 30, 2024; and

**WHEREAS**, through this Agreement, Tri-Com and the Union wish to make binding modifications to the CBA that will be effective for the remainder of its term, and will constitute the “status quo” when the parties later enter negotiations for a successor agreement.

**NOW, THEREFORE**, the parties agree as follows:

1. Article VIII (Seniority, Layoff And Recall), Section 8.07 (Probationary Period) of the CBA is hereby amended and restated in its entirety as follows:

**Section 8.07 Probationary Period.**

All new employees hired before October 15, 2022, including those rehired after a loss of seniority, shall be considered probationary employees until they have completed a probationary period of fifteen (15) months of work. All new employees hired on or after October 15, 2022, including those rehired after a loss of seniority, shall be considered probationary employees until they have completed a probationary period of eighteen (18) months of work. The Director of Tri-Com will have the sole discretion to decrease the length of probation. The Director's decision to decrease probation may not be grieved. Probationary employees shall be entitled to all rights, privileges and benefits provided for in this Agreement, except those limited specifically to non-probationary employees. During an employee’s probationary period, the employee may be suspended, laid off or terminated without cause at the sole discretion of Tri-Com. Such probationary employee shall have no recourse to the grievance procedure to contest such a suspension, layoff or termination. Furthermore, there shall be no seniority among probationary employees. Upon successful completion of the probationary period, a full-time employee shall acquire seniority which shall be retroactive to his last date of hire with Tri-Com in a position covered by this Agreement.

2. Article XV (Hours of Work), Section 15.01 (Shift Schedules) of the CBA is hereby amended and restated in its entirety as follows:

**Section 15.01 Shift Schedules.**

If there are any vacancies on a shift between September 1<sup>st</sup> and August 31<sup>st</sup> of the subsequent year, then Tri-Com shall post the vacancies and allow employees to bid by seniority from the vacancy down.

The standard work week begins at 0715 on Sunday and ends at 0714.59 on the following Sunday. The normal work week is a consecutive seven (7) day period. The normal workday is eight (8) consecutive hours.

Regular Dispatch shifts are as follows:

Dayshift	0715-1514.59
Evening	1515-2314.59
Midnight	2315-0714.59

Probationary Telecommunicator's shift assignment are as follows:

1. PM Power 1915-0314.59
2. AM Power 1115-1914.59
3. Evening 1515-2314.59
4. Dayshift 0715-1514.59

Tri-Com may also schedule:

1. Power shifts from 1115-1914.59 and from 1915-0314.59 may only be scheduled as probationary shifts. Once the number of bargaining unit Supervisors and Telecommunicators, who have completed training reaches twenty (20), this section will be reopened for review.
2. To avoid mandatory overtime, Tri-Com may ask employees to work a different shift or different day off schedule, the employee may deny the request. Tri-Com will not impose discipline or any other type of sanction on an employee who declines a schedule change request.
3. Once the number of bargaining unit Supervisors and Telecommunicators, who have completed training reaches twenty (20), Supervisors will no longer be counted towards minimum staffing requirements. In the event that minimum staffing is not met due to unplanned shift shortages, Tri-Com will utilize the Supervisor as minimum staffing in lieu of mandatory overtime.

By September 1, 2023, the Union membership will vote to retain either the hybrid four or six week rotating day off schedule and the selected rotating schedule will be presented to the Executive Director and added as Appendix B to this agreement. Tri-Com and the Union may mutually agree to make additional modifications to Shift Schedules.

3. Article XVII (Holidays And Personal Leave), Section 17.01 (Holidays Observed) of the CBA is hereby amended and restated in its entirety as follows:

**Section 17.01 Holidays Observed.**

The following holidays have been officially designated by Tri-Com as observed holidays. All fulltime employees shall observe these days and shall receive regular pay:

New Year's Day  
Martin Luther King, Jr. Day  
Presidents' Day  
Spring Holiday (Friday before Easter)  
Memorial Day  
Independence Day  
Labor Day

Thanksgiving Day  
 Day After Thanksgiving  
 Christmas Eve Day  
 Christmas Day

Bargaining unit employees, who work on a Tri-Com recognized holiday shall be compensated at the following hourly rate of pay. These employees also have the option of taking eight (8) hours of paid time-off on a future date in lieu of holiday pay. For major holidays, employees who work eight (8) hours and wish to take eight (8) hours of holiday time-off on a future date will receive four (4) hours of holiday pay.

In lieu of compensation, bargaining unit employees hired on or after May 1, 2021 may accrue up to a maximum of forty (40) hours of holiday time in a refillable bucket of time. Bargaining unit employees hired prior to May 1, 2021 may accrue holiday pay from year to year with no maximum number of hours accrued. Upon separation, all accrued holiday time shall be paid as monetary compensation.

<b>Major Holidays</b>	<b>Pay if 8 Hours Worked</b>	<b>Pay If Not Worked</b>
New Year's Day	20 hours	8 hours
Memorial Day	20 hours	8 hours
Independence Day	20 hours	8 hours
Thanksgiving Day	20 hours	8 hours
Christmas Eve Day	20 hours	8 hours
Christmas Day	20 hours	8 hours
<b>Other Holidays</b>	<b>Pay If 8 Hours Worked</b>	<b>Pay If Not Worked</b>
Martin Luther King, Jr. Day	16 hours	8 hours
President's Day	16 hours	8 hours
Spring Holiday	16 hours	8 hours
Labor Day	16 hours	8 hours
Day After Thanksgiving	16 hours	8 hours

4. Article XVII (Holidays And Personal Leave), Section 17.03 (Personal Business Leave) of the CBA is hereby amended and restated in its entirety as follows:

**Section 17.03 Personal Days.**

With prior approval of the immediate non-bargaining unit supervisor, if one is available, or to a bargaining unit supervisor if not, which shall not be unreasonably denied, full-time employees may request to use up to three (3) 8-hour days per year for personal business. An employee will be eligible for personal days after the completion of ninety (90) days' employment with the City, and thereafter, personal days are earned on the employee's anniversary date.

Personal days must be used by the end of the employee's anniversary year or they will be lost; they cannot be carried over from year to year and they are not payable upon separation

from employment. Requests for personal day leave shall be made as soon as possible, including unexpected family emergencies, in which case the employee will notify the supervisor as soon as possible. The Director or designee has discretion to approve or deny such requests.

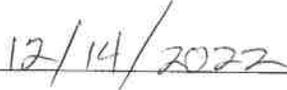
5. The parties agree to extend the term of the CBA until April 30, 2026. Accordingly, all references in Article XXIII (Termination) to "April 30, 2024" are hereby deleted and replaced with "April 30, 2026."
6. Appendix A (Wage Schedule) attached to and referenced within the CBA is hereby deleted and replaced in its entirety with an updated Appendix A (Wage Schedule), which is attached hereto.
7. Appendix B (Shift Matrix) attached to and referenced within the CBA is hereby deleted and replaced in its entirety with an updated Appendix B (Shift Matrix), which is attached hereto.
8. As of the Effective Date, the terms and conditions set forth in this Agreement shall be deemed a part of the CBA for all purposes. Except as expressly modified herein, all other terms of the CBA remain unchanged and in full force and effect. In the event of a conflict between this Agreement and any provision of the CBA, this Agreement shall govern.

**AGREED:**

**TRI-COM CENTRAL DISPATCH**



Signature

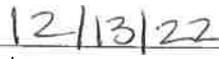


Date

**METROPOLITAN ALLIANCE OF POLICE, TRI-COM CENTRAL DISPATCH CHAPTER #531**



Signature



Date

**METROPOLITAN ALLIANCE OF POLICE,  
PRESIDENT**



Signature



Date

**APPENDIX A  
WAGE SCHEDULE**

Telecommunicator		3%	3%	4%	3%	3%	3%
Step (New)	Step (Old)	5/1/2021	5/1/2022	1/1/2023	5/1/2023	5/1/2024	5/1/2025
Hire	Hire	54,352.49	55,983.07	59,326.36	61,106.15	62,939.34	64,827.52
9 months	1	59,264.62	61,042.56	62,622.27	64,500.94	66,435.97	68,429.04
18 months	2	60,746.24	62,568.63	65,918.18	67,895.72	69,932.60	72,030.57
2 years	3	62,264.90	64,132.85	69,214.09	71,290.51	73,429.23	75,632.10
3 years	4	68,621.94	70,680.60	72,510.00	74,685.30	76,925.86	79,233.63
4 years	5	70,337.48	72,447.61	75,805.91	78,080.08	80,422.48	82,835.16
5 years	6	74,860.96	77,106.78	79,101.81	81,474.87	83,919.11	86,436.69
6+ years	7	76,920.96	79,228.58	82,397.72	84,869.65	87,415.74	90,038.22

Shift Supervisor		3%	3%	4%	3%	3%	3%
Step (New)	Step (Old)	5/1/2021	5/1/2022	1/1/2023	5/1/2023	5/1/2024	5/1/2025
Hire	Hire	80,176.09	82,581.37	85,867.36	88,443.38	91,096.68	93,829.58
1 year	1	81,779.61	84,233.00	87,734.04	90,366.06	93,077.04	95,869.35
2 years	2	83,415.20	85,917.65	89,600.72	92,288.74	95,057.40	97,909.12
3 years	3	85,070.40	87,622.51	91,467.40	94,211.42	97,037.77	99,948.90
4 years	4	87,130.40	89,744.31	93,334.08	96,134.10	99,018.13	101,988.67

CAD Administrator		3%	3%	4%	3%	3%	3%
Step (New)	Step (Old)	5/1/2021	5/1/2022	1/1/2023	5/1/2023	5/1/2024	5/1/2025
Hire	Hire	73,705.23	75,916.39	87,623.13	90,251.83	92,959.38	95,748.16
1 year	1	80,366.48	82,777.48	89,570.32	92,257.42	95,025.15	97,875.90
2 years	2	84,597.76	87,135.70	91,517.50	94,263.02	97,090.91	100,003.64
3 years	3	86,712.70	89,314.08	93,464.68	96,268.62	99,156.68	102,131.38
4 years	4	88,827.83	91,492.66	95,411.86	98,274.21	101,222.44	104,259.11
5 years	5	90,887.83	93,614.46	97,359.04	100,279.81	103,288.20	106,386.85

**APPENDIX B  
SHIFT MATRIX**

	SUN	MON	TUE	WED	THU	FRI	SAT
	<b>DAY SHIFT</b>						
SET/1	OFF						OFF
SET/2						OFF	OFF
ROTATE/1	OFF	OFF					
ROTATE/2			OFF	OFF			
ROTATE/3					OFF	OFF	
	<b>EVENING SHIFT</b>						
SET/6			OFF	OFF			
ROTATE/7	OFF				OFF		
ROTATE/8			OFF	OFF			
ROTATE/9		OFF				OFF	
SET/10					OFF	OFF	
	<b>MIDNIGHT SHIFT</b>						
SET/11	OFF	OFF					
ROTATE/12	OFF						OFF
ROTATE/13					OFF	OFF	
ROTATE/14			OFF				OFF
SET/15			OFF	OFF			